

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE NOVEMBER 20, 2012 SPECIAL MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 8:30 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** John Hancock and Doug Winters

**A motion was made by Trustee Currie, supported by Trustee Eldridge to go into Executive Session to discuss AFSCME and Teamster contracts.**

<b>M. Martin:</b>	<b>Yes</b>	<b>Hall Currie:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>		

The Board went into Executive Session at approximately 5:03 p.m. and returned to the Special Meeting at approximately 5:19 p.m.

**1. AFSCME BARGAINING CONTRACT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the AFSCME Bargaining Contract. The motion carried unanimously.**

**2. TEAMSTERS BARGAINING CONTRACT**

**A motion was made by Trustee Mike Martin, supported by Treasurer Doe to approve the Teamster Bargaining Contract. The motion carried unanimously.**

**3. REQUEST TO FILL NEW POSITION OF ORDINANCE ENFORCEMENT ASSISTANT, WITH NEGOTIABLE SALARY BETWEEN \$37,400 AND \$41,600**

**A motion was made by Treasurer Doe, supported by Trustee Mike Martin to approve filling the new position of Ordinance Enforcement Assistant with negotiable salary between \$27,400 and \$41,600. The motion carried unanimously.**

**4. GROVE ROAD "JOINT ROAD IMPROVEMENT AGREEMENT"**

**A motion was made by Trustee Currie, supported by Clerk Lovejoy Roe to approve the Grove Road "Joint Road Improvement Agreement" with the City of Ypsilanti. The motion carried unanimously.**

Attorney Winters provided a brief overview of the agreement with the City of Ypsilanti to improve the portion of Grove Road between I-94 and the Township limits. He stated the agreement would allow for the total reconstruction of that portion of Grove Road in 2013. Attorney Winters said Ypsilanti Township would advance the City \$352,000 and the City would contribute \$219,000. He explained the Township would be paid back when the City received their funds from the Michigan Department of Transportation (MDOT).

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Supervisor Stumbo said she thought this was the first of many collaborative agreements. She commended the new City Manager and said this agreement would not have happened without him.

**5. 2013 FISCAL YEAR BUDGET – DISCUSSION**

**FUND 230 – RECREATION – Art Serafinski, Director**

Art Serafinski, Recreation Director provided a brief overview of the recreation budget. He explained that in 2009, the Recreation Department was pulled from the General Fund and moved into the Recreation Fund and that had become his biggest challenge because additional line items were added to the budget. Mr. Serafinski said in 2013, the additional items such as OPEB and Community Center maintenance costs, total over \$200,000. He stressed that the department continued to make as many cuts as possible.

Supervisor Stumbo stated that the goal was to get the Recreation Fund to be self-sufficient.

Mr. Serafinski stated one of the things that kept the fund from being self-sufficient was that the department did not have any major revenue generating facilities. He said renovation had been done to many of the neighborhood parks and although the parks are needed, they did not generate revenue.

Mr. Serafinski explained the next step was the revision of the 5-year Parks and Recreation Master Plan and it would be an excellent opportunity to inventory the parks and review the need for so many small parks. He said they would also be researching the possibility of installing a spray pad as a way to generate revenue.

Trustee Eldridge expressed that he was not anti-recreation but felt it was necessary to work outside the box to find different ways to generate revenue.

**FUND 265 – BUILDING OPERATIONS – Jeff Allen, RSD Director**

Mr. Allen, RSD Director briefly reviewed the Building Operations budget, which was the same as 2012 with the exception of a needed long-term roof replacement plan. He said an infrared scan was done on the roof of the Civic Center and 14-B Court and it indicated that the rubber was deteriorated. Mr. Allen recommended the Court wing be done immediately at an approximate cost of \$266,000-\$300,000, which would be a Capital Fund item. The section over the Civic Center was estimated at \$140,000-\$153,000.

Trustee Scott Martin recommended establishing a short and long term Capital Improvement Plan for future building maintenance and updates. He offered his assistance in putting a plan together.

**FUND 774 – PARKS & GROUNDS – Jeff Allen, RSD Director**

Mr. Allen, RSD Director explained there was an increase in the seasonal line item to help keep up the park maintenance and roadside work. He said MAPS and MDOT programs did help.

Mr. Allen recommended the purchase of two new mowers and two new plow truckers for use by this budget, although the purchase cost was allocated in the Motor Pool Fund.

Supervisor Stumbo asked that an intensive program of maintaining and holding employees accountable for the vehicles and equipment be implemented.

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**FUND 226 – ENVIRONMENTAL SERVICES – Jeff Allen, RSD Director**

Mr. Allen, RSD Director stated the Environmental Services account included all the Waste Management contracts and half of the chipper employees. He said the other half of the chippers were moved to the Compost Fund.

Supervisor Stumbo said the new City manager was interested in a possible collaboration of joint waste pickup.

**FUND 595 – MOTOR POOL – Jeff Allen, RSD Director**

Mr. Allen, RSD Director said the purchase of fuel was done through the Motor Pool Fund. He stated there were fueling sites at the Community Center, Ford Lake and the Golf Course. Mr. Allen said the fund also contained the vehicle lease charges. He said there were no significant changes with the exception of increased fuel costs.

**FUND 248 – RENTAL INSPECTION – Mike Radzik, OCS Director**

Mike Radzik, OCS Director briefly reviewed the Rental Inspection Fund, which was established in 2008 at the time the rental inspection program began. He explained the revenue came from fees paid by the landlords. Mr. Radzik stated the 2012 revenues were higher than projected, with approximately 2000 single-family rental homes. He said the fund included the addition of an Ordinance Enforcement Assistant. Mr. Radzik stated this position would be utilized to concentrate on rental inspections during the winter months and grass, junk cars and blight during the summer months.

Supervisor Stumbo said she understood that rental inspections of apartments would also be done.

Mr. Radzik respond stated that inspection of apartment complexes would begin in 2013.

**FUND 265 – BUILDING DEPARTMENT – Mike Radzik, OCS Director**

Mike Radzik, OCS Director reported the revenues for the Building Funds were 98% favorable at \$258,000, with two months remaining in the calendar year. He said the budget remained the same with the exception of increased cost for specific inspections, which was a contracted service.

**FUND 266 – POLICE SERVICES – Mike Radzik, OCS Director**

Mike Radzik, OCS Director explained that revenues continued to decrease. He said the millage, which expired at the end of the year, generated approximately 6 million in 2012 and it was projected that the fund would lose an additional ½ million in 2013. He stressed that funds continued to decline but expenses continued to rise. Mr. Radzik stated new expenses included costs pertaining to the community surveillance cameras and the new animal control contribution.

Mr. Radzik explained Ypsilanti Township was in the first year of a four-year agreement with Washtenaw County for police services. He stated there was no increase this year but a 1% increase was scheduled for 2013 and each remaining year of the agreement. He further stated the overtime increased in July, for the first time in approximately four years from \$59/hour to \$61/hour.

Mr. Radzik reported that although the animal control contribution was budgeted for 2013, it did require board approval. Additional information would be brought to the Board at the December 10, 2012 regular meeting.

Trustee Eldridge questioned the cost of adding an additional CAT Team.

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Mr. Radzik explained an additional CAT team would cost the Township an additional ½ million dollars a year.

Trustee Eldridge recognized all the department heads for their outstanding work on their budget submission. He specifically thanked Supervisor Stumbo and Deputy Supervisor Keen for all the work put into compiling the budget. Trustee Eldridge commented that it was the best he had seen in the 8 ½ years he had been elected.

**ADJOURNMENT**

The meeting adjourned at approximately 7:45 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**AFSCME Local 3451**  
**Tentative Agreement Summary – November 2012**

**JOB POSTING, VACANCIES & TRANSFER – Article 11**

- Ability to move forward with posting a position once management becomes aware of an upcoming vacancy (old language indicated management had to wait until the actual vacancy occurred). The new agreement will help to speed the filling of positions.

**WORKWEEK – Article 14**

- Removal of the 5 minute tardy rule - 3 months after signing of contract. This rule had allowed employees to be up to 5 minutes late routinely without any disciplinary action.

**PAID TIME OFF – (PTO) – Article 22**

- Paid Time Off accrual will be capped at 360 hours effective with balance of 12/31/12. In January 2013 the payout of PTO banks in excess of 360 hours will be paid out at 100% (cost of approx. \$27,000 – this is based on current balances with employees taking no additional time by the end of the year). Hours over 360 beginning with 12/31/13 will be paid out in cash at 75% or transferred into the MERS Health Savings Plan at 100%.
- All Paid Time Off accruals will be placed into the employees banks on January 1<sup>st</sup> of each year based on years of service. Employees obtaining accrual increases during the year will receive a pro-rated lump sum at their anniversary date.

**HEALTH INSURANCE – Article 23**

- Changes per the Health Care Letter of Agreement dated 10/25/2012 with increase deductibles approved at the October 22, 2012 board meeting.
- Language regarding health care upon retiring at 55 with 15 years of service deleted. Employees must be at least 60 with twelve years of Township service to receive health care at retirement.

### **EMPLOYEE PENSION PLAN – Article 25**

- Employee contribution toward MERS will increase to 7.3% effective January 1, 2013.

### **WAGE SCHEDULE – Article 28**

- Continued wage freeze
- Employees hired after September 1, 2009 will receive \$1.00 increase in wage with the first .50 cents coming upon ratification and the second .50 cents six (6) months later. This will still leave them \$2.00 below the contract wage rates. (The approximate cost of this change = \$6,700)

### **PART-TIME EMPLOYEES – Article 33**

- Received an increase in the hours a part-time employee can work without receiving benefits from 20 to 24.

### **EQUALITY – Article 41**

- Language regarding the Equality Clause was changed from “any union or non-union employee receiving a wage increase” to “any other group of Township union employees that receive an across the board wage increase”

This was intended to be a brief overview of the changes in the AFSCME Contract. Other articles have been updated with procedure changes and are attached for review.

**Teamster Local 214**  
**Tentative Agreement Summary – November 2012**

**DURATION**

- Two-year contract expiring December 31, 2014
- With the two year contract we have understanding that health care be reviewed on an annual basis and coverage levels will be revised if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan complies with the then current requirements of state law.
- Also have an understanding regarding the MERS pension plan and the employee contribution rate based on the actuary performed by MERS.
- Language in reference to a “me too” clause will be completely deleted from this article in the contract.

**PAID TIME OFF**

- Paid Time Off accrual will be capped at 360 hours effective with balance of 12/31/13 **(the old contract allowed for 2x’s their yearly accrual)**. Hours over 360 will be paid out in cash at 75% or transferred into the MERS Health Savings Plan at 100%.
- All Paid Time Off accruals will be placed into the employees banks on January 1<sup>st</sup> of each year based on years of service. Employees obtaining accrual increases during the year will receive a pro-rated lump sum at their anniversary date.
- Return of the 64 hours of PTO lost as of January 2011. Employees may request a payout of PTO hours earned from their banks throughout the year. The first 32 hours shall be paid at 100% with all other hours being paid at 75%. These payments shall be Non-MERS and not rolled into the employee’s base wage.

## **HEALTH INSURANCE**

- Changes per the Health Care Letter of Agreement dated 10/25/2012 with increase deductibles approved at the October 22, 2012 board meeting.

## **RETIREMENT**

- Employee contribution toward MERS will increase to 7.3% effective January 1, 2013.
- Language regarding retirement at 55 with 15 years of service will be deleted effective January 1, 2013.
- Management reserves the right to open a new retirement benefit for TEAMSTER employees hired as of January 1, 2013. This plan would be a MERS Defined Benefit with a 2% multiplier and/or an employee contribution of 8%.

## **RECOGNITION**

- New position of “Ordinance Enforcement Assistant” be added to the Teamster Bargaining unit (proposed job description attached, developed with the assistance of the Teamster union and management). Salary is negotiable, however expected to fall within \$37,400 - \$41,600 range.

## **ALL OTHER PROVISIONS**

- All other provisions of the contract remain unchanged.



**Joint Road Improvement Agreement**  
**for the Reconstruction**  
**of a Portion of South Grove Road,**  
**a Primary Road Located**  
**Within the City of Ypsilanti**  
**And Located on the Boundary With**  
**The Charter Township of Ypsilanti**  
**in Accordance With The**  
**Requirements of**  
**Public Act 8 of 1967 and**  
**Act No. 63 of the Public Acts of**  
**2011**

This **Joint Road Improvement Agreement** (hereinafter referred to as "**Agreement**") for the reconstruction of a portion of South Grove Road (hereinafter referred to as "**Grove Road**") is entered into on the \_\_\_\_\_ day of November, 2012 between the **City of Ypsilanti**, a Michigan Municipal Corporation, whose administrative offices are located at One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter referred to as "**City**") and the **Charter Township of Ypsilanti**, a Michigan Municipal Corporation, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (hereinafter referred to as "**Township**"), hereby states the following:

**WHEREAS**, the subject matter of this agreement to-wit: **Grove Road** is a primary road that traverses the political boundary of the **City** and the **Township** and is designed to carry high traffic volumes to serve both municipalities, and

**WHEREAS**, a portion of **Grove Road** consisting of approximately **1500** feet (which is located entirely within the political boundary of the **City**) is in serious disrepair and needs to be reconstructed with a new asphalt cross section which will also include the installation of concrete curb and gutters, and

**WHEREAS**, the **City** has retained the engineering firm of **Orchard, Hiltz & McCliment Inc.** whose business office is located at 34000 Plymouth Road, Livonia, Michigan 48150 (hereinafter referred to as "**OHM**")

to prepare the necessary engineering documents along with the required  
**“PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST”**  
(hereinafter referred to as **“Construction Cost”**) for the portion of **Grove Road**  
which currently is in need of repair and constitutes an annoyance to the travelling  
public, and

**WHEREAS**, on **February 29, 2012 OHM** submitted the **Construction  
Cost** estimate for the reconstruction of **Grove Road** as defined herein, with the  
**“Total Estimated Project Cost”** being **\$571,200.00**, (a copy of said Construction  
Cost being attached hereto and incorporated by reference and labeled  
Exhibit 1) of which twenty (20%) percent, to-wit: **\$219,200.00** is the financial  
responsibility of the **City** with the remaining eighty (80%) percent cost  
to-wit: **\$352,000.00** being the financial responsibility of the Federal Government  
who will reimburse the **City** said amount through the Michigan Department of  
Transportation (hereinafter referred to as **“MDOT”**) once the reconstruction of  
**Grove Road** has been completed and approved, and

**WHEREAS**, the aforementioned reconstruction of **Grove Road** is currently  
listed on the Federal Transportation Improvement Plan and scheduled to occur in  
**2014**, and

**WHEREAS**, the elected representatives of both the **City** and the  
**Township** are of the opinion and belief that the reconstruction of the defined  
portion of **Grove Road** is of high priority since the road, of allowed to remain in

its current condition may pose a threat to the health, safety and welfare of the travelling public, and

**WHEREAS**, the **City** and **Township** are in agreement that the reconstruction of **Grove Road** should be completed in the spring/summer of **2013** and not **2014**, and

**WHEREAS**, the **City** and **Township** in accordance with the statutory requirements of Act 8 of 1967 entitled "**Intergovernmental Transfers of Functions and Responsibilities**" wishes to enter into this **Joint Road Improvement Agreement** which will require the **Township** to advance the sum of **\$352,000.00** to the **City** so as to allow the reconstruction of **Grove Road** to be completed in **2013** as opposed to **2014**, and

**WHEREAS**, Act No. 63 of the Public Acts of 2011 which is entitled "**Economic Vitality Incentive Program**" (hereinafter referred to as "**EVIP**") requires that in order for municipalities to receive its portion of statutory revenue sharing under Public Act 140, both the **City** and the **Township** must meet specific requirements in three (3) categories one of which is entitled **Category 2-Consolidation of Services**, and

**WHEREAS**, **Category 2** requires both the **City** and the **Township** to prepare a consolidation plan with one or more proposals "**. . . to increase its existing level of cooperation, collaboration, and consolidation, either within the jurisdiction or with other jurisdictions. . .which plan shall include a**

*listing of any previous services consolidated with the cost savings realized from each consolidation . . .”*, and

**WHEREAS**, expediting the reconstruction of **Grove Road** from **2014** to **2013** will not only result in cost savings in the Total Project Cost (including but not limited to engineering, construction materials, labor, etc.,) in accordance with the requirements of **EVIP** but will also enhance the health, safety and welfare of the travelling public who currently utilize this portion of **Grove Road**,

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS OF THE PARTIES DESCRIBED IN THIS AGREEMENT, IT IS HEREBY AGREED AS FOLLOWS:**

A. **OHM** will immediately take all necessary and required administrative and procedural steps to request approval from all State and Federal agencies that have jurisdiction over the funding for the reconstruction of **Grove Road** (including but not limited to SEMCOG and MDOT) that it be moved up on the **“Transportation Improvement Plan”** schedule from **2014** to the spring/summer of **2013**.

B. The **City**, under the supervision of the City Manager, shall employ **OHM** to finalize and complete the reconstruction plan for the final construction design of **Grove Road** (a copy of the aerial depicting said portion of **Grove Road**

being attached hereto and incorporated by reference and labeled Exhibit 2) and furthermore, to authorize **OHM** to supervise the construction of said project.

C. The **City** and **Township** designate the **City** to undertake all necessary work to complete the reconstruction of **Grove Road** as defined herein, including but not limited to the bidding and awarding of the Construction Contract to the most highly qualified bidder with a completion date being ninety (90) days after the Notice to Proceed has been given to the contractor.

D. The **City** shall be responsible for the twenty (20%) percent match required for the reconstruction of **Grove Road**, to-wit: **\$219,200.00** as set forth in Exhibit 1.

E. Upon approval of the State and Federal agencies that the reconstruction of **Grove Road** will be moved up on the "**Transportation Improvement Plan**" schedule from **2014** to the spring/summer of **2013** and upon notification that a construction contract has been awarded to the most highly qualified bidder, the **Township** upon written notification from the City Manager shall remit to the **City** the sum of **\$352,000.00** which represents the eighty (80%) percent match which will be reimbursed by the Federal Government through **MDOT** for the reconstruction of **Grove Road**.

F. That upon approval by all required parties, including State and Federal agencies, that the reconstruction of **Grove Road** has been completed in accordance with the terms and conditions of the Contract and all required

paperwork has been submitted by the **City** to the State and Federal agencies for reimbursement of the eighty (80%) percent Federal match, the **City** shall remit all sums advanced by the **Township** (which is approximated to be **\$352,000.00**) within thirty (30) days from the date when the **City** receives said funds from **MDOT** which is anticipated to be on or about **October 1, 2013**. Neither the **City** nor the **Township** shall receive any interest or other monetary remuneration for the funds used in the reconstruction of **Grove Road**.

G. No employees of either party shall be transferred under this Agreement, nor shall any real property, personal property, facilities or equipment be transferred.

H. The parties shall establish a Joint Board which shall be named the **“Grove Road Improvement Board”** which members shall be the City Manager or his designee, the Township Supervisor or her designee, and the Project Manager designated by **OHM**. This Board shall supervise the reconstruction of **Grove Road** as defined in this Agreement and shall meet at least monthly to review progress so as to apprise the **City** and the **Township** as to the status of said improvement.

I. Each party to this Agreement shall be responsible for all their own legal, financial and administrative costs.

J. This Agreement shall be recorded with the **Secretary of State** as required by State Statute as well as the appropriate Michigan Department or agency who oversees the requirements of the **EVIP**.

K. For purposes of this Agreement the **City** shall be solely responsible and hold the **Township** harmless for any and all claims asserted by a third party pursuant to the **“Governmental Tort Liability Act” (GTLA)** for the portion of **Grove Road** which is located entirely within the political boundary of the **City**.

L. This Agreement shall automatically terminate upon the completion of the reconstruction of **Grove Road** as defined herein which shall also include reimbursement to the **Township** of the Federal matching dollars needed for this project as set forth in Exhibit 1.

**IN WITNESS**

\_\_\_\_\_

\_\_\_\_\_

**The Charter Township of Ypsilanti**

\_\_\_\_\_  
**Brenda L. Stumbo, Supervisor**  
**Dated: \_\_\_\_\_, 2012**

\_\_\_\_\_  
**Karen Lovejoy Roe, Clerk**  
**Dated: \_\_\_\_\_, 2012**



***The City of Ypsilanti***

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***Paul Schreiber, Mayor***

***Dated: \_\_\_\_\_, 2012***

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***Ralph Lange, City Manager***

***Dated: \_\_\_\_\_, 2012***

***Approved as to form:***

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***John Barr, Ypsilanti City Attorney***

***Dated: \_\_\_\_\_, 2012***

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***Wm. Douglas Winters, Ypsilanti Township Attorney***

***Dated: \_\_\_\_\_, 2012***