1. City Council Agenda

   Documents:

   FINAL AGENDA 08-04-16.PDF

2. City Council Packet

   Documents:

   AUGUST 4, 2016 COUNCIL PACKET.PDF

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
THURSDAY, AUGUST 4, 2016
7:00 p.m.

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Anne Brown	P A	Council Member Robb	P A
Council Member Nicole Brown	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Edmonds	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. AUDIENCE PARTICIPATION –

VIII. REMARKS BY THE MAYOR –

IX. ORDINANCES – FIRST READING - *Ordinance No.* 1271

An ordinance to amend the Ypsilanti City Code to establish a truck route and regulate commercial vehicle traffic within the City of Ypsilanti; to prohibit truck and commercial vehicle traffic on other roads; and to provide penalties for the violation thereof, pursuant to its authority under Article VII, Section 29 of the Michigan Constitution of 1963 and Section 726 of the Michigan Vehicle Code, Act, Act 300 of 1949 (MCL 257.1 ET SEQ)

A. Resolution No. 2016-162, determination
B. Open public hearing
C. Resolution No. 2016-163, close public hearing

X. CONSENT AGENDA – Resolution No. 2016-164

1. Resolution No. 2016-165, approving the Restated and Amended Hazardous Materials Response Authority (HMRA) Agreement for Washtenaw County and Adjacent Communities.

2. Resolution No. 2016-166, approving renewal of property and liability insurance coverage with Michigan Municipal League (MML).

3. Resolution No. 2016-167, declaring the month of September as, "*Turn the Town Teal*" in the City of Ypsilanti and approving teal ribbons be placed in observance of the campaign to create awareness of ovarian cancer.

XI. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u> –

1. Resolution No. 2016-168, approving contract with Mannik Smith Group for Construction Engineering Services for the Michigan Avenue Mid-Block Crossing Project.

2. Resolution No. 2016-161, approving salary changes for Interim City Manager and Interim City Clerk. ***(Tabled 7/19/16)***

XII. <u>LIASON REPORTS</u> –

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Urban County
D. Freight House
E. Parks and Recreation
F. Ypsilanti Downtown Development Authority
G. Eastern Washtenaw Safety Alliance
H. Police-Community Relations/Black Lives Matter Joint Task Force
I. Friends of Rutherford Pool

XIII. <u>COUNCIL PROPOSED BUSINESS</u> –

XIV. <u>COMMUNICATIONS FROM THE MAYOR</u> –

XV. <u>COMMUNICATIONS FROM THE CITY MANAGER</u> –

XVI. <u>AUDIENCE PARTICIPATION</u> –

XVII. <u>REMARKS FROM THE MAYOR</u> –

XVIII. <u>ADJOURNMENT</u> -

Resolution No. 2016-169, adjourning the City Council meeting.

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Barr,
Anhut &
Associates, P.C.
ATTORNEYS AT LAW

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Karl A. Barr
Daniel J. DuChene

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: July 26, 2016

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Commercial Truck Route Ordinance

SUMMARY/BACKGROUND

Members of Council have requested that this office draft a commercial truck route ordinance, pursuant to the City's authority under state law, and provided a proposed a commercial truck route. This office has reviewed relevant provisions of the Michigan Vehicle Code and similar ordinances adopted by other Michigan municipalities in crafting the attached ordinance. City department heads have also had an opportunity to review both the route map and the ordinance and any suggestions were incorporated into the proposed legislation.

ATTACHMENTS: Proposed Ordinance and Truck Route Map

RECOMMENDED ACTION: Review and Consideration

DATE RECEIVED: 7/26/16 AGENDA ITEM NO. Resolution No. 2016-162; (Ord. 1271)

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: 8/4/16 FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____

Resolution No. 2016-162
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "AN ORDINANCE TO AMEND THE YPSILANTI CITY CODE TO ESTABLISH A TRUCK ROUTE AND REGULATE COMMERCIAL VEHICLE TRAFFIC WITHIN THE CITY OF YPSILANTI; TO PROHIBIT TRUCK AND COMMERCIAL VEHICLE TRAFFIC ON OTHER ROADS; AND TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF, PURSUANT TO ITS AUTHORITY UNDER ARTICLE VII, SECTION 29 OF THE MICHIGAN CONSTITUTION OF 1963 AND SECTION 726 OF THE MICHIGAN VEHICLE CODE, ACT 300 of 1949 (MCL 257.1 ET SEQ)" be approved on First Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1271

AN ORDINANCE TO AMEND THE YPSILANTI CITY CODE TO ESTABLISH A TRUCK ROUTE AND REGULATE COMMERCIAL VEHICLE TRAFFIC WITHIN THE CITY OF YPSILANTI; TO PROHIBIT TRUCK AND COMMERCIAL VEHICLE TRAFFIC ON OTHER ROADS; AND TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF, PURSUANT TO ITS AUTHORITY UNDER ARTICLE VII, SECTION 29 OF THE MICHIGAN CONSTITUTION OF 1963 AND SECTION 726 OF THE MICHIGAN VEHICLE CODE, ACT 300 of 1949 (MCL 257.1 ET SEQ)

1. THE CITY OF YPSILANTI HEREBY ORDAINS That the Ypsilanti City Code is hereby amended by adding Article VI to Chapter 102, entitled "Commercial Truck Routes and Traffic," and by adding sections, to be numbered 102-250 through 102-290, which sections read as follows:

Article VI – Commercial Truck Routs and Traffic

Section 102-250. Definitions.

The following words, terms and phrases used in this article will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Axle means the common axis of rotation of one or more wheels whether power driven or freely rotating, and whether in one or more segments and regardless of the number of wheels carried thereon.

Commercial truck means a vehicle, including a truck, truck tractor, semi, or trailer that meets one or more the following:

(1) Has a gross combination weight rating of 10,000 pounds or more;
(2) Has gross combination weight of 10,000 pounds or more; or
(3) Has a gross combination axle count of three or more.

Commercial truck does not include governmentally owned or leased vehicles, public utility vehicles, or a vehicle used exclusively to transport personal possessions or family members for nonbusiness purposes.

Gross combination axle count means the combined number of axles of the power unit and any towed unit or units.

Gross combination weight means the combined weight of the power unit and any towed unit or units without load plus the weight of any load thereon.

Gross combination weight rating means the sum of the gross vehicle weight ratings of the power unit and any towed unit or units.

Gross vehicle weight rating means the maximum operating weight of a vehicle, as specified by the manufacturer, including the vehicles chassis, body, engine, engine fluids, accessories, driver, passengers, and cargo.

Person means an individual, partnership, copartnership, firm, company, corporation, limited liability company, association, joint stock company, trust, estate, or any other legal entity, its legal representatives, agents or assigns.

Road means any street, highway or route within the City of Ypsilanti that is designed or ordinarily used for vehicular travel.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices exclusively moved by human power or used exclusively upon stationary rails or tracks.

Section 102-251. Truck routes.

The following roads, or portions of roads, in the City of Ypsilanti, to the exclusion of all other roads, are hereby designated as truck routes, and are classified for traffic of commercial trucks (see Truck Route Map):

Cross Street: from Huron Street to Washtenaw Avenue

Ecorse Road: entire length

Forest Avenue: from Lowell to Hamilton

Grove Street: from Spring/Factory Street to southern city limit

Hamilton Street: entire length

Harriet Street and Spring/Factory Street: from Hamilton Street to Grove Street

Hewitt Road: entire length

Huron River Drive: entire length

Huron Street: entire length

Interstate 94 (I-94): entire length

Leforge Road: entire length

Lowell Street: entire length

Michigan Avenue: entire length

Prospect Road: from Michigan Avenue to Grove Street

Washtenaw Avenue: from west city limit to Hamilton Street

Section 102-252. Regulation of commercial truck traffic.

(a) Travel into or out of city. Commercial trucks shall enter and exit the city on truck routes only.

(b) Travel within the city, exceptions. No person shall operate a commercial truck on any road within the boundaries of the City of Ypsilanti that is not designated as a truck route except as follows:

(1) According to the exceptions provided in sections 102-253 and 102-254 of this article.

(2) The operation of authorized emergency vehicles may occur on any road within the city.

(3) The operation of recreational vehicles, as defined by state law, may use any road within the city.

(4) Road repair, construction, or maintenance vehicles while involved in the repair, construction, or maintenance of roads and utilities, both public and private, pursuant to section 102-253.

(5) Garbage and rubbish service vehicles while involved in the provision of services to residents and businesses within the city, pursuant to section 102-253.

(6) The operation of any commercial vehicle while on any officially recognized and established detour to a designated truck route.

Section 102-253. Pickups, deliveries, and service calls.

Persons operating a commercial truck shall not operate the commercial truck on roads other than a designated truck route except when being used to make pick-ups, deliveries, or service calls within the city. Said persons shall operate the commercial truck in such a manner as to leave the designated truck route and proceed to its destination or destinations in the city by the most direct route. Upon completion of the pick-up, delivery, or service call, the person operating the commercial truck shall return to the nearest designated truck route or leave the city by the most direct route. Persons operating a commercial truck for such purposes shall restrict such travel to a minimum. This section shall not be interpreted as permitting a commercial vehicle otherwise restricted to a truck route from entering or leaving the city by other than a truck route.

Section 102-254. Leaving or returning to home or place of business.

Nothing in this article shall prevent a commercial truck from leaving or returning to its customary storage location or the owner or operator's personal residence, or a commercial or industrial location in the city, provided the most direct route to and

from a designated truck route is utilized and the persons operating a commercial truck for such purposes restricts such travel to a minimum. This section shall not be interpreted as permitting a commercial vehicle otherwise restricted to a truck route from entering or leaving the city by other than a truck route.

Section 102-255. Special or emergency permits.

The city manager shall have the authority to grant a written permit in special or emergency situations to temporarily allow exceptions for the operation of commercial trucks that would otherwise be in violation of this article. However, without the approval of City Council, such a permit may not be given for more than one round trip and shall not be valid for a period of more than 10 days from the date of issue. Said permit shall describe the vehicle, the time and dates of travel, and the route to be taken by the vehicle. Fees for such a permit shall be set by resolution of the city council.

Section 102-256. Signs.

The truck routes designated by this article shall be posted with appropriate signs along said route as required by law. Roads not designated as a truck route by this article may be posted with appropriate signs according to law.

Section 102-257. Municipal civil infraction.

A person who violates any provision of this article is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in section 70-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 70-38.

Sections 102-258—122-290. – Reserved.

2. Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any

right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2016.

_____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _1271____was published according to Section 11.13 of the City Charter on the _____ day of _____, 2016.

_____
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of _____, 2016.

_____
Frances McMullan, City Clerk

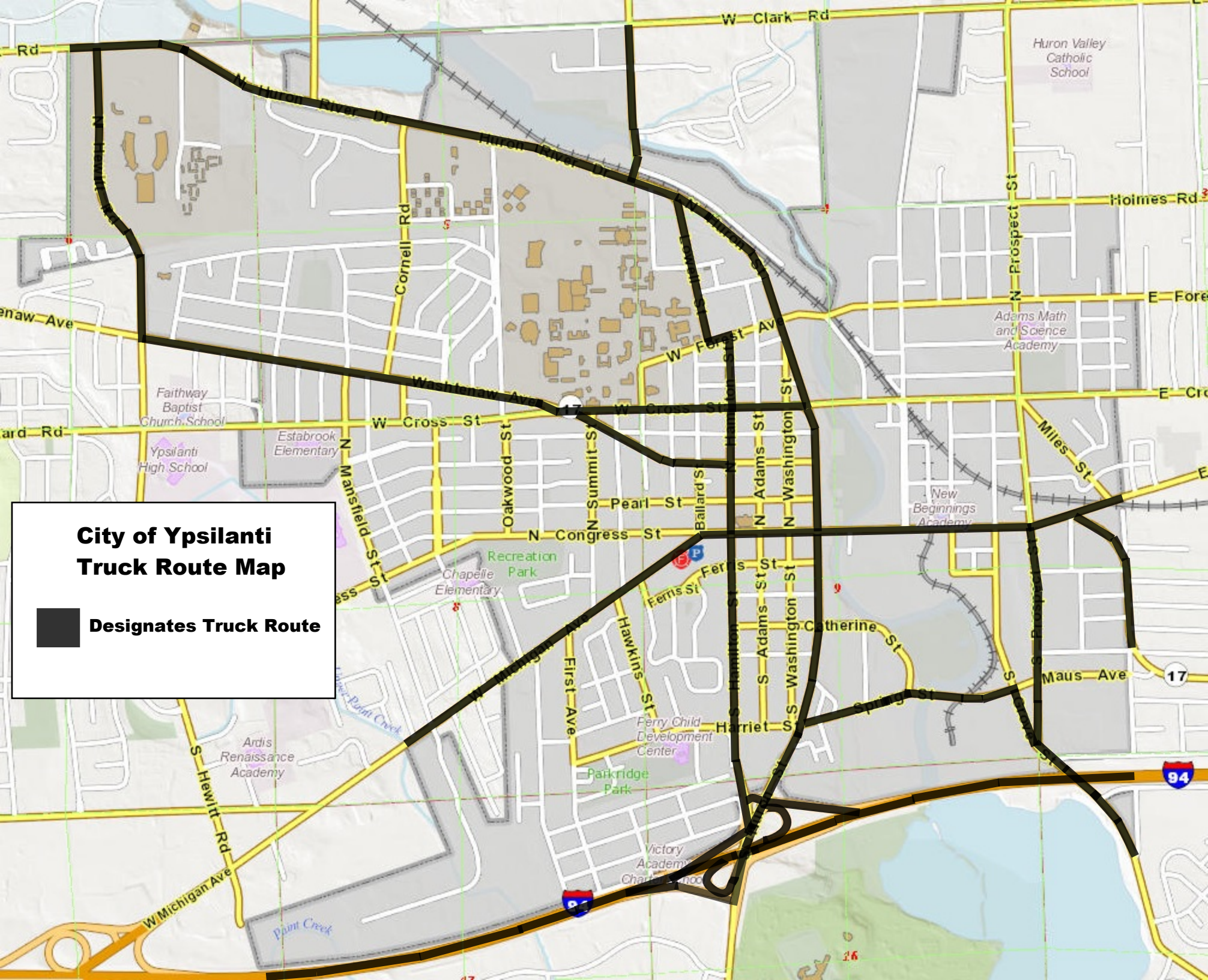
Notice Published: _July 26, 2016_____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____


City of Ypsilanti
Truck Route Map
Designates Truck Route
W Clark Rd
Huron Valley Catholic School
Holmes Rd
N Prospect St
E Fore
Adams Math and Science Academy
W Forest Ave
Washtenaw Ave
W Cross St
E Cro
Faithway Baptist Church School
Estabrook Elementary
Ypsilanti High School
N Mansfield St
Cornell Rd
Oakwood St
N Summit St
Ballard St
N Hamilton St
N Adams St
N Washington St
Miles St
New Beginnings Academy
N Pearl St
N Congress St
Recreation Park
Chapelle Elementary
Ferris St
Catherine St
Hawkins St
First Ave
S Adams St
S Washington St
Maus Ave
Spring St
Harriet St
Ferry Child Development Center
Parkridge Park
Ardis Renaissance Academy
S Hewitt Rd
W Michigan Ave
Paint Creek
Victory Academy Charter School
94
17

Resolution No. 2016-163
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing on an ordinance entitled "AN ORDINANCE TO AMEND THE YPSILANTI CITY CODE TO ESTABLISH A TRUCK ROUTE AND REGULATE COMMERCIAL VEHICLE TRAFFIC WITHIN THE CITY OF YPSILANTI; TO PROHIBIT TRUCK AND COMMERCIAL VEHICLE TRAFFIC ON OTHER ROADS; AND TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF, PURSUANT TO ITS AUTHORITY UNDER ARTICLE VII, SECTION 29 OF THE MICHIGAN CONSTITUTION OF 1963 AND SECTION 726 OF THE MICHIGAN VEHICLE CODE, ACT 300 of 1949 (MCL 257.1 ET SEQ)" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2016-164
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2016-165, approving the Restated and Amended Hazardous Materials Response Authority (HMRA) Agreement for Washtenaw County and Adjacent Communities.

2. Resolution No. 2016-166, approving renewal of property and liability insurance coverage with Michigan Municipal League (MML).

3. Resolution No. 2016-167, declaring the month of September as, "*Turn the Town Teal*" in the City of Ypsilanti and approving teal ribbons be placed in observance of the campaign to create awareness of ovarian cancer.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
August 4, 2016

To: Mayor and Council

From: Fire Chief Max Anthouard

Subject: Approval of the Restated and Amended Washtenaw County Hazardous Materials Response Team Authority Board Agreement.

BACKGROUND:

In August 1992, Washtenaw County was faced with an ever-increasing number of chemical accidents occurring throughout the community. When presented with the response statistics, Washtenaw County's Local Emergency Planning Committee made a formal request to the Emergency Management Director to establish a County-wide hazardous materials response team. The Director quickly called a meeting that brought together all stakeholders and interested parties. Several workgroups and committees were established, which led to the development of a tentative leadership structure including a draft inter-local agreement. The committees asked the County to assume the role of fiduciary agent and to support the effort administratively. The Emergency Management Division accepted this role as it was clear that such a team was needed in the community.

Five governmental entities ultimately agreed to form the Hazmat Authority under Michigan's Urban Cooperation Act, (MCLA 124.501, et. seq.). These entities were Washtenaw County, City of Ann Arbor, City of Ypsilanti, Ypsilanti Charter Township and Pittsfield Township. On August 7, 1996, the Washtenaw County Board of Commissioners approved Resolution #96-0157 authorizing the Chair of the Board to Sign the Inter-local Agreement creating the Hazmat Authority. This Resolution charged the Hazmat Authority Board with developing, implementing and managing a County-wide hazardous materials response team. Subsequently, the other four enabling public entities also approved the Inter-local Agreement.

Pursuant to the Urban Cooperation Act, the Inter-local Agreement was sent to the Governor's Office where it was ultimately approved by the Governor on October 23, 1996.

Soon after approval, the Hazmat Authority Board began to meet regularly and started to form the response team. $104,414.00 was collected to fund equipment needs ($30,000.00 was donated by Washtenaw County as a one-time investment) and team members were recruited from Washtenaw County's local fire departments. After several months of equipment acquisition and training, the Team became response capable 24-hours a day in December, 1999.

DISCUSSION:

Washtenaw County has experienced 71 fixed-site and 301 transportation-based hazardous materials accidents since 1992 and is home to 48 commercial facilities that possess significant quantities of chemicals that are immediately dangerous to life and health if released. Our HazMat Team currently responds to chemical emergencies anywhere in Washtenaw County 24-hours a day, 7-days a week with 40 highly trained team members. The team has responded to 125 chemical emergencies over the past ten years.

The WCSO Emergency Services Division has acted as fiduciary for the Hazmat Authority and its Team since inception. The Emergency Services Director serves as the Hazmat Authority Board's Treasurer. All of Washtenaw County's services are provided in-kind to support the Hazmat Authority Board's critical mission.

The original term of the Inter-local Agreement creating the Hazmat Authority was for ten (10) years, expiring on May 10, 2006. Under Section 8.7 of the Inter-local Agreement creating the Hazmat Authority, the parties to the Agreement agreed to extend the Hazmat Authority and Team for an additional ten (10) years in May of 2006 (Resolution #06-0070).

On April 19, 2016, the Washtenaw County Hazardous Materials Response Team Authority Board unanimously agreed to continue working collaboratively under the Urban Cooperation Act for an additional fifteen years. It is proposed that the Washtenaw County Board of Commissioners, along with the other existing four enabling governmental entities, approve a new agreement valid for fifteen (15) years, expiring in 2031. Changes made to the original Agreement are:

- ARTICLE ONE – RECITALS was divided into RECITALS, and ARTICLE ONE – NAME AND PURPOSE; and these sections were revised to more clearly explain the transition from the original agreement to the new agreement
- Section 3.1 "The Charter Township of Pittsfield Fire Marshall" was changed to read "The Charter Township of Pittsfield Fire Chief" [title change only]
- Section 3.6, the second sentence now reads, "Action is to be taken by the affirmative vote of a majority <u>of a quorum</u>."
- Section 4.1, the departmental names were updated/corrected for the Office of Water Resources Commissioner, Washtenaw County Sheriff Emergency Services Division and Washtenaw County Environmental Health Division
- Section 4.3, same as above, add "<u>of a quorum</u>" to the end of the sentence.
- Extent of Agreement under ACTICLE EIGHT – MISCELLANEOUS was updated to read "There are no other representations, warranties, promises, guarantees or oral or written, expressed or implied, agreements between the parties concerning the subject matter of this agreement."
- Section 8.5 was changed from a ten year to a fifteen year Agreement duration, commencing on the date of execution of the Agreement
- "This Agreement has been negotiated on behalf of the Participants by their respective officers pursuant to authority delegated to them and by their respective governing bodies and is executed with the approval of the respective governing bodies." was added as the conclusion to this agreement.

All other terms and conditions of the original Inter-local Agreement remain unchanged.

By approving the new agreement, the Board of Commissioners would insure that the Hazmat Authority and Team would continue to seamlessly provide the critical response to hazardous materials incidents that the citizens of the County have come to expect.

IMPACT ON PERSONNEL:
If the resolution is approved, the WCSO Emergency Services Division would continue to provide in-kind fiduciary services (budget, purchasing and payables) to the Hazmat Authority and Team.

IMPACT ON BUDGET:
Approval would have no impact on the County's general fund.

The Team's primary funding sources are:

- Annual dues paid by participating agencies to offset recurring insurance costs
- Cost recovery assessments wherein the team invoices the requesting fire department for response expenses; the fire department in-turn bills the responsible party under their locally adopted cost recovery ordinance
- Fees for special services provided (air quality monitoring at Michigan Stadium during football games, soccer matches and presidential visits, for example)
- Fundraising activities

The HazMat Team fund balance has been stable for a significant period, following a few lean years immediately after the team went operational in December of 1999.

HazMat Team Fund Balance	
2000	$42,028
2001	$66,931
2002	$99,824
2003	$106,040
2004	$104,414
2005	$117,372
2006	$137,520
2007	$158,220
2008	$109,263
2009	$100,906
2010	$68,455
2011	$86,944
2012	$93,632
2013	$124,667
2014	$128,808
2015	$123,661
2016	$107,726

The Washtenaw County Homeland Security Task Force has also played an important role in the financial and operational success of the Hazardous Materials Response Team. The Task Force

was created in 2005 to approve funding recommendations for homeland security grant projects designed to enhance our county's ability to respond effectively to major disasters. The Task Force then functions in an oversight capacity to ensure that these federal funds are utilized as intended. To date, the HazMat Team has received $773,162 in Task Force approved homeland security project and specialty team sustainment funds.

IMPACT ON INDIRECT COSTS:
There are no indirect costs associated with this Resolution.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:
Washtenaw County's fire departments would continue to provide trained firefighters to staff the team or provide funding in-lieu of personnel. These agencies also recover their personnel expenses through local cost recovery ordinances.

CONFORMITY TO COUNTY POLICIES:
The proposed Resolution conforms to all County Policies and Procedures.

ATTACHMENTS:

- Restated and Amended Hazardous Materials Response Authority Agreement for Washtenaw County and Adjacent Communities
- Original documentation establishing the creation of the Hazardous Materials Response Authority for Washtenaw County and Adjacent Communities
- Resolution

RECOMMENDED ACTION: (Approval)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 8/4/16

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016 - 165
August 4, 2016

A RESOLUTION TO APPROVE THE RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES FOR FIFTEEN (15) YEAR, EXPIRING IN 2031

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI THAT:

WHEREAS, Washtenaw County has experienced 71 fixed-site and 301 transportation-based hazardous materials accidents since 1992 and is home to 48 commercial facilities that possess significant quantities of chemicals that are immediately dangerous to life and health if released; and

WHEREAS, on August 7, 1996 the Washtenaw County Board of Commissioners approved Resolution # 96-0157 authorizing the Chair of the Board to sign an Inter-local Agreement pursuant to the Urban Cooperation Act (MCLA 124.501 et. Seq.) to create a new legal entity known as the Washtenaw County Hazardous Material Response Authority ("Hazmat Authority"); and

WHEREAS, the City of Ann Arbor, City of Ypsilanti, Charter Township of Ypsilanti and Pittsfield Charter Township also approved the Inter-local Agreement to create the Hazmat Authority; and

WHEREAS, beginning in 1997 the Hazmat Authority recruited members from Washtenaw County's fire departments that would attend extensive training and serve on the Hazmat Team; and

WHEREAS, the HazMat Team currently responds to chemical emergencies anywhere in Washtenaw County 24-hours a day, 7-days a week with 40 highly trained team members and
It has responded to 125 chemical emergencies over the past ten years; and

WHEREAS, the Inter-local Agreement provided that the Agreement would be for a ten (10) year duration, and each of the five enabling governmental entities subsequently extended this Agreement (Resolution #06-0070) for an additional ten (10) years; and

WHEREAS, On April 19, 2016, the Washtenaw County Hazardous Materials Response Team Authority Board unanimously agreed to continue to work collaboratively under the Urban Cooperation Act for an additional 15 (fifteen) year duration.

NOW, THEREFORE BE IT RESOLVED: That the Council of the City of Ypsilanti finds it is the best interest of its citizens from a safety and fiscal standpoint to approve the restated and amended Hazardous Material Response Authority Agreement for the Washtenaw County and adjacent communities for a period of fifteen (15) years, expiring in 2031.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

RESTATED AND AMENDED
HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT
FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES

THIS RESTATED AND AMENDED HAZARDOUS MATERIALS RESPONSE AUTHORITY AGREEMENT made this ____ day of _____, 2016, by and between the County of Washtenaw, a Michigan municipal corporation, the City of Ann Arbor, Washtenaw County, a Michigan municipal corporation, the City of Ypsilanti, Washtenaw County, a Michigan municipal corporation, the Charter Township of Pittsfield, Washtenaw County, a Michigan charter township and the Charter Township of Ypsilanti, Washtenaw County, a Michigan charter township (hereinafter collectively referred to as "Enabling Public Agencies").

RECITALS:

The Urban Cooperation Act, Act 7 of the Public Acts of Michigan of 1967 (extra session), as amended (hereinafter referred to as "Act 7"), provides that local governmental units as defined in Act 7 may enter into Interlocal agreements, which agreements may provide for a joint exercise of any power, privilege or authority which the local governmental units share in common and which each might exercise separately.

The Enabling Public Entities recognize that they are mutually interdependent and that it is in their mutual best interest and the best interest of their resident to address area-wide hazardous materials response needs and the cost sharing of providing regional services and meeting regional needs on a county-wide basis.

The Enabling Public Entities entered into an Agreement Creating a Hazardous Materials Response Authority for Washtenaw County and Adjacent Communities, dated May 10, 1996 (hereinafter referred to as the "Agreement") pursuant to Act 7 for the mutual benefit of the residents of the Enabling Public Entities and other public agencies engaged in, or interested in hazardous materials response would at a future date join as parties to this Agreement.

Subsequently, the Enabling Public Entities have entered into amendments to the Agreement; however, the Enabling Public Entities have determined that it is appropriate at this point to integrate these

amendments and restate the rights and obligations of the Enabling Public Entities and any other agency later joining in this Agreement.

All payments made to the Authority and moneys collected by the Authority prior to the date of this restatement shall, for the fiscal integrity of the Authority, continue to be safeguarded by the County of Washtenaw and used for the purposes enumerated in the Agreement, as originally stated and subsequently restated herein.

Therefore, it is agreed by the Enabling Public Entities that that the terms of Agreement are restated and amended to read in their entirety as follows:

TERMS:

ARTICLE ONE – NAME AND PURPOSE

1.1 The parties to this Agreement are creating, by powers granted in state law, a legal entity to be known as the Washtenaw County Hazardous Materials Response Authority (hereinafter, "the Authority").

1.2 The purpose of this Authority is to assist contracting local fire departments by providing a trained and equipped hazardous materials response team that provides on-scene support to the incident commander (highest ranking fire department official with jurisdiction) including hazardous incident rescue when possible; and for the purpose of confining, containing, plugging, patching or otherwise stopping life threatening or environmentally dangerous chemical releases. The Authority's purpose does not include environmental remediation actions.

1.3 The Authority may enter into agreements with one or more public or private agencies to receive services under this agreement. Such contracted services may include, but are not limited to, providing personnel, equipment and supplies to the Authority.

1.4 The Authority may also enter into agreements with one or more public or private agencies interested in receiving hazardous materials response assistance from the Authority. Each implementing agreement will specify the contribution to the Authority to be made by the Agency during the term of the agreement, and will specify the services that are to be rendered by the Authority.

1.5 The Authority will operate as follows:

1.5.1 Its support services, including fiscal administration control, will be provided by the County of Washtenaw.

1.5.2 The Authority will receive financial support from one or more sources, including contributions, user fees for service from public agencies or private organizations, grants, or tax subsidies.

1.5.3 The Authority will provide hazardous materials response assistance to any Participating Public Agency currently under contract with the Authority.

1.5.4 The Authority and the service it provides are intended as a public service, not as an instrument for the sale of hazardous materials response services. To that end, the membership of the Board and the membership of the Technical Advisory Committee are composed to include a wide variety of membership and expertise. The structure is adopted deliberately, to make sure the viewpoints of all public agencies and the viewpoints of entities and individuals involved in the handling of hazardous materials, as well as the viewpoints of the public are represented. It is also done to improve coordination of services, to reduce costs, and to encourage greater participation in the Authority and its work by all relevant parts of Washtenaw County and surrounding communities.

ARTICLE TWO – DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

2.1 "Implementing Agreement" means an agreement described in paragraph 1.3.

2.2 "Authority" refers to the Washtenaw County Hazardous Materials Response Authority,

2.3 "Board" refers to the Board of Directors of the Authority, as described in this Agreement.

2.4 "Budget" refers to the annual fiscal plan regarding anticipated revenues and expenditures of the Authority adopted by the Board.

2.5 "Committee" refers to the Technical Advisory Committee of the Authority, as described in Section 4 of this Agreement.

2.6 "Fiscal Year" refers to the period of time in which the Authority's annual budget shall be effective and shall be concurrent with the calendar year.

2.7 "Legislative Body" refers to the governing body of a public agency.

2.8 "Majority" means one (1) more than half of those eligible to vote.

2.9 "Private Safety Entity" refers to a private entity which provides emergency fire, ambulance or other emergency medical services.

2.10 "Properly Convened Meeting" refers to a Board or Committee meeting where a quorum is present and which was the subject of five days prior written notice to each member.

2.11 "Quorum" consists of one (1) more than half of those eligible to vote.

2.12 "Participating Public Agencies" refers to public agencies which, through contractual arrangements with the Authority, contribute funds or other resources to the Authority in return for hazardous materials response services.

2.13 "Public Agency" refers to the State of Michigan, a county, or any village, township, charter township, or city or any special purpose district.

2.14 "Public Safety Agency" refers to a functional division of a public agency which provides law enforcement, fire suppression, ambulance services, or other emergency services.

2.15 "Enabling Public Agency" refers to the County of Washtenaw, the City of Ann Arbor, the City of Ypsilanti, the Charter Township of Pittsfield and the Charter Township of Ypsilanti. Enabling Public Agencies must have respective populations of at least 15,000 residents, and will be expected to provide resources, including personnel and some level of funding to the organization.

2.16 "Technical Advisory Committee" refers to the Committee described in Section 4 of this Agreement.

ARTICLE III – GOVERNANCE

3.0 Board of Directors

3.1 Composition. The Authority shall be governed by a Board of Directors ("Board"), to be composed of at least eleven (11) members. Those eleven shall consist of:

A representative of each Enabling Public Agency, including:

A representative of Washtenaw County

The City of Ann Arbor Fire Chief

The City of Ypsilanti Fire Chief

The Charter Township of Pittsfield Fire Chief

The Charter Township of Ypsilanti Fire Chief

Three representatives of other Participating Public Agencies, which will be selected by the Washtenaw County Fire Mutual Aid Association Fire Chiefs, and will be geographically representative of the county.

A representative of a Participating Public Agency, who is recommended by the Washtenaw County Criminal Justice Association.

The Washtenaw County Public Health Officer or his or her designee.

A representative of the Washtenaw County ambulance contractor.

3.1.1 Each Board Member shall have an alternate who may attend all Board meetings and may vote in the absence of the Member. The alternate shall be appointed in the same manner as the Member, and shall serve for the same term.

3.2 Selection of Board Members. Board members shall be selected by the entity being represented, and shall serve at its will.

3.3 Terms of Board Members. The three representatives of the Participating Public Agencies, which are recommended by the Washtenaw County Fire Mutual Aid Association, shall be selected for a term of three years each, with initial terms of one year, two years and three years. The Board members may be removed at the will of the entity they represent.

3.4 Powers. In addition to policy-making power and any other power expressly conferred herein, the Board is empowered to perform the following functions for the Authority, to facilitate the purpose of this Agreement:

3.4.1 Enter into contracts with the approval of the Authority legal counsel;

3.4.2 Contract with public safety agencies and/or private entities for their provision of staffing, equipment, supplies, and/or administrative or support services;

3.4.3 Receive and administer grants, gifts, bequests, or assistance funds;

3.4.4 Incur operational liabilities;

3.4.5 Prepare the Authority's annual budget;

3.4.6 Establish other policy for the administration of the Authority and its functions.

3.4.7 Employ, engage, compensate, transfer or discharge necessary personnel.

3.4.8 Acquire, own, use, operate, maintain, lease or sell real or personal property.

3.4.9 Dispose, divide or distribute any property acquired through the execution of this agreement.

3.4.10 Make claims for federal or state aid.

3.4.11 Obtain insurance coverage for the Authority and its enabling and participating members.

Notwithstanding the above, the authority of the Board shall be limited to binding the Authority and making policy for the Authority. The Board shall not have authority to make policy for any other entity, or to commit, disburse, or encumber the funds and/or resources of public and private agencies or public safety agencies.

3.5 Meetings. A regular meeting of the Board will be held in January to elect a Chair and Vice Chair. Unless scheduled for another time, that meeting will be held at 10:00 A.M. (E.S.T.) on the second Tuesday of that month at a place designated by the Board of Directors. The Board shall attempt to meet at least quarterly, including its mandatory meeting in January. The Board may meet more frequently at its discretion.

3.6 Quorum and Majority. The Board shall not take action except at a properly convened meeting at which a quorum is present. Action is to be taken by the affirmative vote of a majority of a quorum. Each Board member shall have one vote and proxy voting is not permitted.

3.7 Presiding. The Chairperson, or in his or her absence, the Vice Chairperson, shall preside at Board meetings.

3.8 Minutes. Minutes shall be kept and distributed to each member for each Board meeting.

3.9 Compensation. Board members shall serve without compensation.

ARTICLE IV – TECHNICAL ADVISORY COMMITTEE

4.0 Technical Advisory Committee

4.1 Composition and Function. The Authority's policies with respect to management of the system and technical matters shall be set (within limits set by the Board, agreements binding the Authority, and state and federal law) by a Technical Advisory Committee, to be composed of at least twelve (12) members. These twelve shall represent respectively

Fire Departments of the Enabling Public Agencies, including:

Ann Arbor Fire Department

Pittsfield Township Fire Department

Ypsilanti Fire Department

Ypsilanti Township Fire Department

Three Fire Departments, who will be selected by the Board upon the recommendation of the Washtenaw County Fire Mutual Aid Association.

Washtenaw County ambulance contractor

Washtenaw County Office of the Water Resources Commissioner

Washtenaw County Sheriff's Office Emergency Services Division

Washtenaw County Public Health Department Environmental Health Division

Hazardous Materials Response Team Director

Each representative shall be appointed by the represented entity and shall serve at its will, except that the representatives of the three fire departments recommended by the Mutual Aid Association will be appointed for one year terms which shall follow the calendar year. The Authority, through its Board, shall create additional seats on the Committee from time to time as it deems appropriate to meet the needs of the Authority.

4.1.1 Each Committee member may have an alternate who may attend all Committee meetings and may vote in the absence of the Member. The alternate shall be appointed in the same manner as the Member and shall serve for the same term.

4.2 Meetings. The Committee shall attempt to meet at least once every other month and more often, if necessary.

4.3 Quorum and Vote. The Committee shall take action at a properly convened meeting at which a quorum is present and action is taken by the affirmative vote of a majority of a quorum. Each committee member shall have one vote and proxy voting is not permitted.

4.4 Presiding. The Board of Directors shall appoint a member of the Committee who shall chair at Committee meetings.

4.5 Minutes. Minutes shall be kept and distributed for each Committee meeting.

4.6 Compensation. Committee members shall serve without compensation.

ARTICLE FIVE – OPERATIONS

5.1 Hazardous Materials Response Team. The Authority shall operate a Hazardous Materials Response Team (HAZMAT Team).

5.2 Director. The Board shall appoint a "Hazardous Materials Response Team Director". The Director shall have day-to-day supervisory responsibilities of the HAZMAT Team. In addition to those supervisory responsibilities, the Director shall assist the Board in preparing its annual budget and operational policies for the Authority. The Director shall keep an accurate accounting of the financial operations of the Authority and shall report on a regular basis to the Board regarding its financial condition. The Director shall attend Board meetings, and shall be a non-voting, ex-officio member of the Board. The Director shall also attend Technical Advisory Committee meetings, and shall be a voting member of the Committee.

5.3 The Director may appoint individuals to assist him or her in the day-to-day responsibilities of team operation and administration. Such appointments shall be approved by the Board.

ARTICLE SIX – FISCAL ADMINISTRATION

6.1 Budget. For each fiscal year in accordance with the County's budget schedule, the Board shall approve, and shall submit to the County Board of Commissioners for approval an Authority budget which shall be a line-item budget in accordance with the Uniform Budget and Accounting Act. No expenditure may be authorized by the budget or by later action of the Authority, if it will result in an actual budgetary account deficit or is at a rate which will eventually lead to an actual budgetary account deficit prior to the end of the fiscal year. The Board shall recommend to the County Board of Commissioners that the budget be amended, if necessary to meet deviations in expected revenues or authorized expenditures. There shall be no Authority expenditure except pursuant to a budget approved by the Board and County of Washtenaw.

6.2 Annual Audit. The Authority revenues and expenditures shall be subject to a complete, annual audit, which will include an audit opinion without qualifications, to be performed by a certified public accountant. Such audit may be incorporated within, and constitute a part of an established public agency or public safety agency annual audit process. The Chief Financial Officer of each Enabling Public Agency and of each Participating Public Agency shall be given access to the annual budget, fund balances and expenditures, as well as the annual audit.

6.3 Delegation to Washtenaw County. All power to receive, hold, and actually disburse funds or money equivalents shall be exercised for the Authority by the County of Washtenaw under the same controls and policies that it applies to all other funds or equivalents for which it is responsible. The County of Washtenaw shall receive all payments made to the Authority and shall disburse all payments made by the Authority, whether or not there is an implementing agreement in force between the Authority and the County of Washtenaw. The county of Washtenaw shall provide the Authority with reasonable information on the state of the Authority's finances and with respect to particular transactions. If there is in effect an implementing agreement between the County of Washtenaw and the Authority, that implementing agreement shall contain provisions specifying how the delegated fiscal powers shall be exercised, how information on fiscal matters is to be provided to the Authority, and how the money resources of the Authority are to be safeguarded from illegal or otherwise improper action or inaction. If no such implementing agreement is in force, but the

Authority has not been terminated and all its funds accounted for and distributed, the County of Washtenaw shall safeguard the fiscal integrity of the Authority as it sees fit in its reasonable discretion, provided all payments made to the Authority and moneys collected by the Authority shall be used only for purposes of replacing equipment, materials, supplies, personnel costs or other expenditures to benefit the Authority.

ARTICLE SEVEN – PARTICIPATION

7.1 Participation. Any public safety agency in Washtenaw County may become a

Participating Public Agency by contracting with the Authority. Public Safety agencies outside of Washtenaw County may become a Participating Public Agency at the sole discretion of the Board.

ARTICLE EIGHT – MISCELLANEOUS

8.1 Extent of Agreement. This Restated and Amended Agreement constitutes the complete expression of the agreement between the parties. There are no other representations, warranties, promises, guarantees or oral or written, expressed or implied, agreements between the parties concerning the subject matter of this Agreement.

8.2 Severability. This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

8.3 Non Waiver. None of the enabling members by participating in the Authority waives any of its legal rights or defenses with respect to any third party or parties. None of the enabling members by participating in the Authority expressly or impliedly assumes any liability of any other enabling member, the "Authority" or any other third party.

8.4 Insurance. Washtenaw County, as the coordinating fiscal agency, shall procure "insurance" policies to provide coverage, but only to the extent provided by the insurance policies, for the insurable risks of "the Authority" hazardous materials response activities, their premises, assets and income, if any, as-their-

interest-may-appear (ATIMA). Such "insurance' shall name each participating public agency as a Named Insured.

The term "insurance", within this section, shall be construed to include alternate forms of protection, such as government 138 pools, self-funding mechanisms, large Self-Insured Retention (SIR) programs, or any other acceptable form of risk financing.

8.5 Duration. This Agreement shall continue without interruption as herein restated and amended for a period of fifteen years, commencing on the date stated above , unless earlier terminated by all of the Enabling Public Agencies. An individual Enabling Public Agency may terminate by giving at least one year's written notice of termination to the other Enabling Public Agencies.

8.6 Termination Distribution of Assets. In the event of termination of this agreement and/or dissolution of the Authority, the assets of the Authority shall revert to Enabling Public Agencies and Participating Public Agencies. Each agency shall receive a percentage of the distribution which equals the percentage of contribution by that agency as related to the total contribution of all agencies.

8.7 Amendments. Amendments to this Agreement must be approved, in writing, by the governing boards of the Enabling Public Agencies, prior to taking effect.

This Agreement has been negotiated on behalf of the Participants by their respective officers pursuant to authority delegated to them and by their respective governing bodies and is executed with the approval of the respective governing bodies.

ENABLING MEMBERS:

WASHTENAW COUNTY

By: _____

Date: _____

ATTESTED TO:

_____
Lawrence Kestenbaum, County Clerk

Date: _____

APPROVED AS TO FORM:

_____
Curtis Hedger, Corporation Counsel

Date: _____

CITY OF ANN ARBOR

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM

_____

Stephen K. Postema, City Attorney

CHARTER TOWNSHIP OF PITTSFIELD

By: _____

Date: _____

CITY OF YPSILANTI

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM

_____

John Barr, City Attorney

CHARTER TOWNSHIP OF YPSILANTI

By: _____

Date: _____

REQUEST FOR LEGISLATION
August 4, 2016

FROM: Frances McMullan, City Clerk

SUBJECT: Resolution to Approve MML Renewal Premium

SUMMARY & BACKGROUND:

The City Clerk's office has received an invoice in the amount of $273,075 for the renewal of the City's Property and Liability insurance through the Michigan Municipal League (MML), for coverage beginning August 1, 2016 and ending July 31, 2017.

The amount of the renewal premium reflects a savings of $11,895, or 4.17%, over last year's premium of $284,970. The coverage has been amended to $2 million in coverage versus $5 million, per the last renewal due to the fact that the City is not participating in the Muni-Rent Program as previously anticipated.

In addition, the MML Liability and Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2016. The City's portion of the dividend return is $34,793. The City will receive this dividend in the month following payment of the 2016 renewal premium.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
MML Proposal

CITY MANAGER APPROVAL:_____ COUNCIL AGENDA DATE: 08/04/2016

CITY MANAGER COMMENTS: _____

FINANCE DIRECTOR APPROVAL:_____

Resolution No. 2016-166
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the invoice submitted for payment to the Michigan Municipal League Liability and Property Pool for issuance of coverage beginning August 1, 2016 and ending July 31, 2017 in the amount of $273,075.00 be approved.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to sign and approve payment of the invoice.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726
Fax (248) 358-0534

INVOICE

City of Ypsilanti
1 South Huron Street,
Ypsilanti, MI 481975453

Customer #: 5000160
Policy Term: 08/01/2016 - 08/01/2017
Invoice Date: 07/27/2016
Invoice #: 6892204

Payment Enclosed: $ _____

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726, Fax (248) 358-0534

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
08/01/2016	MML001185532	Pool Renewal Premium	$273,075
		Total Amount Due	**$273,075**

Due Date is 30 days from the effective or invoice date, whichever is later.

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.
NO RECEIPT WILL BE SENT UNLESS REQUESTED.
There will be a 3% late charge on any invoices 30 days past due.

City of Ypsilanti

Premium Breakdown as of:
August 1, 2016

Liability	
Limit of Liability $ 2,000,000	
Public Officals Errors & Omissions	$54,838.00
Police Professional	$69,088.00
General Liability	$41,826.00
Total Liability	**$165,752.00**

Property	
City Hall	$7,547.00
Fencing, Lighting	$35.00
Police Station	$4,183.00
Radio Tower	$26.00
Flagpole, Lighting, Sign	$26.00
Fire Station	$7,617.00
Flag Pole, Lighting, Sign	$73.00
Dpw Office	$493.00
Dpw Garage	$1,014.00
Dpw Sign Shop & Storage	$355.00
Storage Building	$153.00
Dpw Repair Shop	$712.00
Salt Storage Shed	$1,730.00
Pole Barn	$445.00
Dpw Equipment	$452.00
Fencing	$86.00
Parkridge Center	$2,220.00
Sign	$6.00
Power House	$42.00
Park Shelter	$296.00
Storage Building	$67.00
Park Shelter	$24.00
Service, Storage Building	$49.00

City of Ypsilanti
Premium Breakdown as of:
August 1, 2016

Property	
Fences, Lighting	$51.00
Sign, Grills, Tables	$5.00
Shelter, Restroom	$717.00
Lighting, Signs	$101.00
Playground Equipment, Basketball Court, Fence	$787.00
Service Building, Restroom Incl Shelter	$235.00
Shelter	$38.00
Comfort Station, Storage	$55.00
Park Building	$37.00
Lighting, Sign, Basketball Courts, Tennis Courts	$159.00
Bath House	$1,045.00
Service Building & Restrooms	$152.00
Storage Shed	$59.00
Shelter	$78.00
Swimming Pool	$1,117.00
Lighting, Fencing, Tennis Courts, Signs, Athletic Field	$760.00
Senior Center	$1,247.00
Sign	$7.00
Service Building & Restrooms	$237.00
Dock, Gazebo, Lighting, Bridge	$486.00
Frog Island Ampitheater	$49.00
Park Shelter	$42.00
Lighting, Fencing, Athletic Field	$279.00
Freighthouse & Farmers Market	$1,256.00
Recycle Station	$107.00
Oil Shed	$38.00
Fencing At Oil Shed	$10.00
Fencing At Recycle Station	$10.00
Dda, Riverside Arts Center	$5,165.00

City of Ypsilanti

Premium Breakdown as of:
August 1, 2016

Property

Fencing, Lighting, Sign	$52.00
Charles Street Tot Lot	$12.00
Fencing, Sign	$8.00
Elm Street Tot Lot	$8.00
Property In The Open	$1.00
Service Building, Old Gilbert	$16.00
Town Clock	$117.00
Service Building	$90.00
Fencing, Sign	$105.00
Sign	$1.00
Fencing, Lighting At Athletic Field	$210.00
Service, Storage Building	$67.00
Lighting, Sign	$24.00
Pump Station	$322.00
Fine Arts	$146.00
Electronic Data Processing	$910.00
Radio Equipment	$23.00
Police Equipment	$33.00
Golf Cart Equipment	$10.00
Contractors Equipment	$2,016.00
Total Property	**$46,151.00**

Crime

Position Bond A	$25.00
Employee Dishonesty Including Faithful Performance	$25.00
Total Crime	**$50.00**

City of Ypsilanti

Premium Breakdown as of:
August 1, 2016

Automobile	
(71) Vehicles	
	$61,122.00
Total Automobile	**$61,122.00**
TOTAL ANNUAL POOL PREMIUM	**$273,075.00**

Resolution No. 2016-167
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, *Turn the Town* Teal is a national campaign to create awareness of ovarian cancer and its symptoms;

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. There is no early detection test for ovarian cancer; It is referred to as "The Silent Disease"; and

WHEREAS, each year the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, sponsors ***"Turn the Towns Teal,*** a national campaign to create awareness of ovarian cancer; and

WHEREAS, this is the 10th year of the ***"Turn the Towns Teal"*** campaign which is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

WHEREAS, the Michigan Ovarian Cancer Alliance would like to tie teal ribbons throughout the city, post awareness posters at establishments, and distribute information cards; and

WHEREAS, the Michigan Ovarian Cancer Alliance (MIOCA), will cover all expenses incurred by this campaign and there will be no cost to the city.

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2016, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Dear Administrator:

Turn The Towns Teal® is a national campaign to create awareness of ovarian cancer and its symptoms which are often subtle. The campaign consists of volunteers tying ribbons (which are biodegradable & made in the USA!) primarily in town centers and providing stores, health clubs, spas, libraries, etc. with symptom cards and information pertaining to ovarian cancer. We do this in September which is National Ovarian Cancer Awareness Month. This will be our 10th year, and we're proud to report that last year we had representation in 50 states as well as in Canada & Bermuda. To see our campaign at work, please visit our website @ www.turnthetownsteal.org.

Ovarian cancer is often referred to as "The Silent Disease". There is NO early detection test for ovarian cancer which is why we NEED women and men(!) to be aware of the known symptoms. If detected in the early stages, the survival rate for ovarian cancer is 90 to 95% which is why this awareness campaign is so very, very critical.

I am asking you to grant permission for our volunteers to tie ribbons in the center of your town. If a shopping center is involved, we will, of course, ask permission of the center's owner. For more impact, we have lawn signs (similar to political signs) stating that September is Ovarian Cancer Awareness Month. The ribbon & sign campaign will begin on or about September 1st, and your town volunteer (and/or group) will be removing the materials on or about September 30, 2016.

Thanks to the support of towns & cities like yours, we KNOW for a fact that women's lives ARE being saved through this campaign! If you have an additional moment, please see the Testimonials on our website

Your signature on the bottom of this letter will indicate your permission for our campaign. Kindly return the signed letter back to the volunteer whose name and contact information is below. If you have any questions, please don't hesitate to email us @ info@turnthetownsteal.org.

Most sincerely,

Jane MacNeil, President

MAYOR / TOWN OFFICIAL **TOWN/STATE**

Please return the signed letter to the volunteer listed below. She/he is responsible for the campaign in your town.

VOLUNTEER NAME **EMAIL ADDRESS &/OR TEL.#**

REQUEST FOR LEGISLATION
August 4, 2016

From: Stan Kirton, Public Services Director

Subject: Contract with Mannik Smith Group for Construction Engineering Services for the Michigan Avenue Mid-Block Crossing Project

SUMMARY & BACKGROUND:

The Michigan Avenue Mid-Block Crossing Project is slated for construction in the 2016 construction season. The mid-block crossing will serve as the connector of the B2B Trail from north of Michigan Avenue to the trail south of Michigan Avenue. TAP (Transportation Alternatives Program) funds have been appropriated for this project. It is necessary to secure construction engineering services for this project. The project includes the installation of a mid-block Hawk Signal just east of the Michigan Avenue Bridge, installation of a traffic island, sidewalk improvements and drainage improvements.
The total project cost is estimated at $248,625, excluding design cost. This project was designed by the Mannik & Smith Group, Inc. (M&SG). M&SG has provided the city with a proposal for construction engineering services at a not to exceed cost of $30,500.00 The City's portion for this project will be funded by the Major Road Fund ($61,625), TAP grant funds (($174,500 and contribution from the Ypsilanti Down Town Authority ($12,500).

Attachments: Mannik Smith Proposal for Construction Engineering Services, and resolution.

Recommended Action: Approval

Date Received: _____July 27, 2016_____ Agenda Item No.: _2016-168____

City Manager Comments: _____

For Agenda: _August 4, 2016___ Finance Director Approval: _____

Council Action Taken: _____

Resolution No. 2016 - 168
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Transportation Alternatives Program (TAP) funding has been programmed for the installation of a mid-block Hawk Signal just east of the Michigan Avenue Bridge, in the 2016 construction season; and

WHEREAS, the Mannik & Smith Group, Inc. has provided engineering services on several prior projects for the City; and

WHEREAS, it is necessary to secure construction engineering services to keep this project on schedule for the 2016 construction year;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the construction engineering services contract with M & S Group, Inc., 2365 Haggerty Road South, Canton, MI 48188 in an amount not to exceed $30,500.00; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

OFFERED BY:_____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Mannik Smith GROUP
2365 Haggerty Road South, Canton, Michigan 48188
Tel: 734.397.3100 Fax: 734.397.3131
www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: YPSI0001
Date: July 13, 2016

CLIENT:	City of Ypsilanti		
CLIENT CONTACT:	Mr. Ralph Lange		
ADDRESS:	One South Huron	CITY, STATE ZIP:	Ypsilanti, MI 48917
PHONE:	(734) 787-4844	EMAIL:	rlange@cityofypsilanti.com
PROJECT NAME:	Mid-Block Crossing Project		

SCOPE OF WORK FOR MSG:
SCOPE OF WORK FOR MSG: Construction Engineering, Project Management and Inspection for Michigan Department of Transportation funded project.

All MSG field staff are equipped with a laptop mounted in their vehicle to complete daily reports utilizing FieldBook. All MSG inspectors are trained to use FieldManager and FieldBook software, the 2012 Standard Specifications for Construction and to follow the MDOT Construction Manual. They will utilize the Material Source Guide for acceptance, and applicable references to accurately document daily construction activity and pay items. Detailed IDR's and daily progress photos are important for documentation, and accurate payment to the contractor in addition to protecting the owner's interest in case there are contract claims. IDR's will be turned into the Project Engineer on a daily basis for review. All staff proposed for this contract understand the importance for completing minimum wage rate interviews for wage rate compliance and routinely confirm that the required posters are on-site and visible to construction personnel. Our staff are trained to compare pay items quantities completed daily with the prime contractor to reduce any differences during the close out of the project.

The specific tasks are as follows:

- **Attend the pre-construction meeting** (and chair if desired by the City)
- **Review and approve material source lists** – Coordinate testing of materials if needed. Typically on a project of this nature this will not be required, as most materials are certified and found on the MDOT Material Source Guide. MSG's office technician will input the material and certification information into the FieldManager file and track throughout the project to confirm compliance with the Material Source Guide and MDOT office administration practices.
- **Provide daily inspection reports and documentation** – Utilizing Fieldbook and FieldManager
- **Process pay applications** – MSG will process the bi-weekly pay estimates in FieldManager and setup distribution of read-only copies for the City, MDOT and the contractor.
- **Schedule and chair progress meetings** – MSG will prepare an agenda with a sign-in sheet, and record and distribute meeting minutes within 48 hours of the meeting
- **Resolve field issues** – As questions are brought up in the field during construction MSG will provide a recommendation of how to proceed to the City Engineer and handle correspondence with the contractor whether by Work Order or other means of correspondence.
- **Review and process contract modifications** – MSG will review any and all contract claims for legitimacy and comparison with project records. If the claims are deemed reasonable and justifiable then MSG will draft contract modifications to review with the City Engineer prior to generating and forwarding to MDOT for their approval.

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- **Provide weekly updates** - MSG provides weekly update reports to all parties involved in the project to keep all parties educated on the current progress and what to expect in the coming weeks.

- **Wage Rate Compliance** – MSG will track the certified payrolls submitted by each contractor, confirm that the certified payrolls are received, review the payrolls for compliance, complete wage rate interviews in the field, and confirm compliance with the wage rate decision.

- **Mark-up Record Drawings** – MSG maintains a set of "marked-up" record drawings in the office that are used to track and confirm quantities against the plan quantities in addition to documenting changes on the project. This process is viewed as part of our QA process during the IDR review period to confirm that pay items are not duplicated during the posting process. This process also allows us to note areas in which quantities were not posted. A highlighter and red felt tip marker are used for this process. Each inspector maintains a set of field notes that are transferred to the record drawing as they submit their daily report attachments.

- **Final Inspection and Acceptance** – Following the completion of construction MSG will organize a final inspection with MDOT, the City Engineer, the Contractor and other applicable entities. The MDOT form 1120 will be completed and circulated for signatures.

- **Administrative and Materials File Audit** – Throughout the project MSG will take an aggressive role in closing out the project as work items are completed. With the various processes that have to take place simultaneously at the end of the project (**1120, 1386, Contractor Performance Evaluations, Final Balancing Contract Modification**, etc...) it is imperative to work towards the project closeout throughout the construction phase so that the file reviews can be requested and completed in a timely manner to submit the Final Estimate Package within the allowable timeline.

FEE SCHEDULE:

☒ TIME AND MATERIALS ☐ LUMP SUM

PROJECT FEE $ 30,500
RETAINER $ _____ (to be applied to final invoice)

SCHEDULE:
Construction is anticipated to begin in August 2016.

AGREEMENT:
By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the Terms and Conditions previously established on November 11, 2015 between Client and The Mannik & Smith Group, Inc.

CITY OF YPSILANTI		THE MANNIK & SMITH GROUP, INC.	
SIGNED:		SIGNED:	[redacted]
PRINTED:		PRINTED:	Walter J. Bolt
TITLE:		TITLE:	Senior Vice President
DATE:		DATE:	July 13, 2016

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Karl A. Barr
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Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: July 28, 2016

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Pay adjustment for City Clerk to Acting City Manager and Deputy Clerk to Acting City Clerk

SUMMARY/BACKGROUND

City Manager Ralph A. Lange has resigned. The City Charter provides that the City Clerk acts as acting City Manager in the absence of the City Manager. Thus City Clerk Frances McMullan will be acting City Manager upon the effective date of Mr. Lange's resignation. Andrew Hellenga would then be acting City Clerk.

Mayor Edmonds requested that I research the history of the pay of an acting City Manager. I contacted Marilou Uy and she provided the information of the salary adjustment from the last time this happened.

The matter went to City Council and was tabled for further study. The City Manager and City Attorney reviewed the matter and sought additional information from Marilou Uy, Finance Director. Using these attached findings, and taking the into account that the Charter provides that the City Manager is the chief administrative officer of the City, the suggestions of these efforts are reflected in the proposed resolution, to-wit: MS McMullan from 35.5240 to 43.269 and Mr. Hellenga from 20 to 28.846.

ATTACHMENTS: Proposed Resolution, salary study documents
RECOMMENDED ACTION: Adoption of the resolution

DATE RECEIVED: 7/28/16 AGENDA ITEM NO. Resolution No. 2016-161 (Amended)

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: 8/4/2016 FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____

AMENDED
Resolution No. 2016-161
August 4, 2016

RESOLUTION ADJUSTING PAY FOR ACTING CITY MANAGER
AND ACTING CITY CLERK

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas Mr. Ralph A. Lange has resigned his positon as city manager, and

Whereas the Ypsilanti City Charter provides that the City Clerk become acting city manager when the City Manager is absent, and

Whereas the positon if City Manager has a higher pay grade than City Clerk, and

Whereas when the City Clerk becomes acting City Manager the Deputy City Clerk becomes acting City Clerk and the City Clerk has a higher pay grade than the Deputy City Clerk, and

Whereas the City Charter provides that the City Manager is the chief administrative officer of the City and should be compensated with the highest rate of pay, and

Whereas City Council requested a study of the matter and the City Manager and City Attorney have reviewed and studied the matter and the City Finance Officer has provided guidance,

Now Therefore, based on the above, the pay of Frances McMullan shall be adjusted from **35.5240 per hour to 43.269** for the time she is acting City Manager starting August 8, 2016, and the pay of Andrew Hellenga shall be adjusted **from 20.00 per hour to 28.846** for the time he is acting City Clerk starting August 8, 2016.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2016 - 169
August 4, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: