1. Council Agenda 3

   Documents:

   REVISED AGENDA 10-18-16.PDF

2. Council Packet 3

   Documents:

   OCTOBER 18TH COUNCIL PACKET.PDF

(Revised 10-18-16)

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 18, 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. PRESENTATIONS –

- ReImagine Washtenaw – Andrea Plevak.

X. PUBLIC HEARING –

XI. ORDINANCE - FIRST READING –

XII. ORDINANCE - SECOND READING –

1. Resolution No. 2016-240, approving Ordinance 1278, budget adjustments due to failed Water Street Millage on August 2, 2016.

2. Resolution No. 2016-203, approving Ordinance 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)". **(Postponed on September 6th)**

XIII. CONSENT AGENDA – Resolution No. 2016-241

1. Resolution No. 2016-241A, approving the agreement with the Washtenaw County Community Development Block Grant (CDGB).
2. Resolution No. 2016-242, approving the minutes of September 20, 2016 and October 4, 2016 meetings.
3. Resolution No. 2016-243, approving appointment to Boards and Commissions.

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2016-244, accepting the Local Site Remediation Revolving Fund ("LSRRF") Grant.
2. Resolution No. 2016-245, approving the workers compensation renewal.

XV. LIASON REPORTS –

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. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

Nominations

SmartZone

Phil Tepley
725 E. Grand Blvd.
Ypsilanti, MI 48198
(Exp. 6/30/2020)

XV. COMMUNICATIONS FROM THE CITY MANAGER –

XVI. COMMUNICATIONS –

- November 5th Clerk's Office will be open for the purpose of absentee ballots (last day to request a ballot by mail).
- November 7th last day to request absentee ballot in person (no later than 4:00 p.m.).
- November 8th General Election.
- November 14th Council appointment meeting.

- November 15th Joint City Council and Ypsilanti Community Schools Board Meeting will be held at Ypsilanti International Elementary School (503 Oak St.)

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. CLOSED SESSION –

- Closed session discussion of pending litigation. *OMA 15.268(e).*

XX. ADJOURNMENT -

Resolution No. 2016-246, adjourning the City Council meeting.

(Revised 10-18-16)

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Resolution No. 2016 - 240
October 18, 2016

BUDGET ADJUSTMENTS 2016-2017 AND 2017-2018
FISCAL YEARS OPERATING BUDGET

That the following budget adjustments due to failed Water Street Millage on August 2, 2016 be approved on Second and Final Reading:

BUDGET ADJUSTMENTS DUE TO FAILED WATER STREET MILLAGE					
DEPT	**REV/EXP**	**DESCRIPTION**	**ACCOUNT #**	**FY 2016-17**	**FY 2017-18**
GENERAL FUND					
Fund Balance Beginning				**$5,813,556**	**$5,028,453**
General Fund Projected Deficit				**$(1,523,006)**	**$(645,474)**
POLICE	Salaries & Fringes	Freeze hiring of 3 Police Officers (wages & Fringes) $65,855 per officer	101-7-3070-706 to 721-00	197,565	197,565
POLICE	Salaries & Fringes	Freeze hiring Records Clerk	101-7-3050-706 to 714-05	24,500	24,500
POLICE	Salaries & Fringes	Property Room	101-7-3070-706 to 714-05	32,717	32,717
BLDG	Salaries & Fringes	Building Inspector $53000/year plus FICA 10 mos.	101-7-3710-706 to 721-00	5,628	(2,632)
Planning	Salaries & Fringes	Suspend Planning Intern 50% FY 2016-17,100% FY 2017-18	101-7-7210-707-00	11,219	21,606
Planning	Salaries & Fringes	Eliminate Historic District Com intern	101-7-8030-707-00	6,213	5,964
Finance	Salaries & Fringes	Combined A/P and Finance Generalist	101-7-1910-706 to 714-30	1,700	1,700
HR	Salaries & Fringes	HR Manager-K. Welch	101-7-2700-706 to 714-28	78,013	78,013
HR	Salaries & Fringes	HR Manager Contractual through 12/31/16	101-7-2700-706 to 714-28	(29,351)	-
HR	Salaries & Fringes	Hire HR Generalist $42,500/year + fringe benefits	101-7-2700-706 to 714-28	(31,175)	(62,350)
CM	Salaries & Fringes	Assistant to City Manager through 7/27/16	101-7-1720-706 to 714-30	(6,798)	-

CM	Salaries & Fringes	Eliminate Assistant to City Manager	101-7-1720-706 to 714-30	88,369	88,369
CM	Salaries & Fringes	Eliminate Marketing Intern	101-7-1720-707 to 714-05	12,403	14,331
CM/HR	Salaries & Fringes	Combine Assistant City Manager & HR Manager $63,000/year - 6 mos. plus fringe benefit	101-7-2700-706 to 714-28	(46,409)	(92,818)
CLK/TRS	Salaries & Fringes	Eliminate the 2nd Treasury/Clerk PT position	101-7-2150-707 to 714-30	25,956	25,956
Council	Membership	Eliminate Aerotropolis membership	101-7-1010-958-00	5,000	5,000
POLICE	Capital	Delay police carport	414-7-2651-971-21	40,000	-
POLICE	Capital	Delay gym equipment	414-7-9370-987-40	10,000	-
POLICE	SRO Revenue	Service contract for School Resource Officer (SRO)	101-4-3070-676-02	76,535	76,535
POLICE	Parking Revenue	Parking ticket revenues increase	101-4-3110-656-00	50,000	50,000
Building	Operating Cost	Reduce Telephone	101-7-3710-835-00	1,200	1,200
Planning	Operating Cost	Reduce Professional Development	101-7-7210-864-02	2,000	3,000
Planning	Operating Cost	Transportation assistance for intern	101-7-7210-761-00	(500)	(500)
Finance	Operating Cost	Reduced professional Development	101-7-1910-864-02	1,000	-
Fire	Capital	Reduce apparatus drain & Grates	101-7-2650-818-04	40,000	-
Fire	Capital	Reduce duct cleaning, exterior light, vent on mezzanine	101-7-2650-818-04	6,500	-
Fire	Capital	Reduce SCBA	414-7-9370-987-45	25,000	-
DPS	Capital	Eliminate the garage bay exhaust system	101-7-2650-818-03	25,000	-
DPS	Capital	Delay East storage shed concrete pad	101-7-2650-818-03	-	15,000
DPS	Capital	Delay north pole barn concrete pad	101-7-2650-818-03	-	20,000
4th floor	Capital	Eliminate carpet replacement	101-7-2650-818-02	6,000	-
PCC	Eliminate Subsidy	Eliminate Parkridge Community Center Subsidy ($60,208-$11,000-$10,809)	101-7-7520-706 to 932-00	38,219	38,219
CLK/TRS	Revenue	Increase parking Permit fees	101-4-2530-462-00		18,000

Bldg	Revenue	Institute business C of O license process	101-4-3710-461-08	50,000	50,000
CM	Contribution	One time contribution to HSHV for animal control	101-7-1721-841-00	(10,000)	
City Council	Conferences	Reduce Budget from $4,000 to $2,600 for FY 2016-17 & from $4,000 to $2,300 FY 2017-18	101-7-1010-864-01	1,400	1,700
Senior Center	Contribution	Eliminate subsidy in FY 2017-18	101-7-2651-999-02		10,000
Rutherford Pool	Contribution	Eliminate subsidy in FY 2017-18	101-7-2651-999-03		10,000
Total Adjustments				**737,904**	**631,075**
Adjusted Deficit				**$(785,102)**	**$(14,399)**
General Fund Projected Ending Fund Balance				**$5,028,453**	**$5,014,054**

Motor Pool Fund					
Fund Balance Beginning				**$1,789,340**	**$1,416,278**
Fund Projected Deficit				**$(453,062)**	**$(513,029)**
Police	Capital	Delay purchase of police car	641-7-9330-987-10	80,000	
Env. Serv.	Capital	Delay Packer Truck to replace V#609	641-7-9350-987-10		150,000
Total Adjustments				**80,000**	**150,000**
Adjusted Deficit				**$ (373,062)**	**$ (363,029)**
Motor Pool Fund Projected Ending Fund Balance				**$1,416,278**	**$1,053,249**

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

BUDGET ADJUSTMENTS DUE TO FAILED WATER STREET MILLAGE

10/14/2016

DEPT	Rev/Exp	DESCRIPTION	ACCOUNT #	FY 2015-16	FY 2016-17	FY 2017-18
		GENERAL FUND				
		Fund Balance Beginning		**$ 8,184,183**	**$ 5,813,556**	**$ 5,028,453**
		General Fund Projected Deficit		**$ (2,370,627)**	**$ (1,523,006)**	**$ (645,474)**
POLICE	Salaries & Fringes	Freeze hiring of 3 Police Officers (wages & Fringes) $65,855 per officer	101-7-3070-706 to 721-00		197,565	197,565
POLICE	Salaries & Fringes	Freeze hiring Records Clerk	101-7-3050-706 to 714-05		24,500	24,500
POLICE	Salaries & Fringes	Property Room	101-7-3070-706 to 714-05		32,717	32,717
BLDG	Salaries & Fringes	Building Inspector $53000/yr plus Fica 10 mos.	101-7-3710-706 to 721-00		5,628	(2,632)
Planning	Salaries & Fringes	Suspend Planning Intern 50% fy 2016-17, 100% FY 2017-18	101-7-7210-707-00		11,219	21,606
Planning	Salaries & Fringes	Eliminate Historic District Com intern	101-7-8030-707-00		6,213	5,964
Finance	Salaries & Fringes	Combined A/P and Finance Generalist	101-7-1910-706 to 714-30		1,700	1,700
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HR	Salaries & Fringes	HR Manager Contractual through 12/31/16	101-7-2700-706 to 714-28		(29,351)	-
HR	Salaries & Fringes	Hire HR Generalist $42,500/yr + fringe benefits	101-7-2700-706 to 714-28		(31,175)	(62,350)
CM	Salaries & Fringes	Assistant to City Manager through 7/27/16	101-7-1720-706 to 714-30		(6,798)	-
CM	Salaries & Fringes	Eliminate Assistant to City Manager	101-7-1720-706 to 714-30		88,369	88,369
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CM/HR	Salaries & Fringes	Plus fringe benefit	101-7-2700-706 to 714-28		(46,409)	(92,818)
CLERK/TRS	Salaries & Fringes	Eliminate the 2nd Treasury/Clerk PT position	101-7-2150-706 to 714-30		25,956	25,956
Council	Membership	Eliminate Aerotropolis membership	101-7-1010-958-00		5,000	5,000
POLICE	Capital	Delay police carport	414-7-2651-971-21		40,000	-
POLICE	Capital	Delay gym equipment	414-7-9370-987-40		10,000	-
POLICE	SRO Revenue	Service contract for School Resource Officer (SRO)	101-4-3070-676-02		76,535	76,535
POLICE	Parking Revenue	Parking ticket revenues increase	101-4-3110-656-00		50,000	50,000
Building	Operating Cost	Reduce Telephone	101-7-3710-853-00		1,200	1,200
Planning	Operating Cost	Reduce Professional Development	101-7-7210-864-02		2,000	3,000
Planning	Operating Cost	Transportation assistance for intern	101-7-7210-761-00		(500)	(500)
Finance	Operating Cost	Reduced professional Development	101-7-1910-864-02		1,000	-
Fire	Capital	Reduce apparatus drain & Grates	101-7-2650-818-04		40,000	-
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City Council	Conferences	Reduce Budget from $4,000 to $2,600 for FY 2016-17 & from $4,000 to $2,300 FY 2017-18	101-7-1010-864-01		1,400	1,700
Senior Cent	Contribution	Eliminate subsidy in FY 2017-18	101-7-2651-999-02			10,000
Rutherford	Contribution	Eliminate subsidy in FY 2017-18	101-7-2651-999-03			10,000
		Total Ajustments		**-**	**737,904**	**631,075**
		Adjusted Deficit		**$ (2,370,627)**	**$ (785,102)**	**$ (14,399)**
		General Fund Projected Ending Fund Balance		**$ 5,813,556**	**$ 5,028,453**	**$ 5,014,054**
		Motorpool Fund				
		Fund Balance Beginning			**$ 1,789,340**	**$ 1,416,278**
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		Total Ajustments		**-**	**80,000**	**150,000**
		Adjusted Deficit			**$ (373,062)**	**$ (363,029)**
		Motorpool Fund Projected Ending Fund Balance		**$ 1,789,340**	**$ 1,416,278**	**$ 1,053,249**

S:\BUDGET 2016-2017\Budget Adjustments\[BUDGET ADJUSTMENT FY 2016-2017 10.15.16.xlsx]10-13-16 BUDGET ADJUSTMENT & FB

10/14/16 9:40 AM

CITY OF YPSILANTI
GENERAL FUND BUDGET ADJUSTMENTS
FY 16-17 & FY 17-18

Account Name	ADJUSTED BUDGET FY 2016-17	ADJUSTED BUDGET FY 2017-18
FB, APPROPRIATION	785,102	14,399
FIRE & POLICE PENSION		
REV		
Taxes-Fire and Police Pension	2,266,796	2,320,814
REV Total	**2,266,796**	**2,320,814**
EXP		
Pension Contribution	(2,266,797)	(2,320,814)
EXP Total	**(2,266,797)**	**(2,320,814)**
FIRE & POLICE PENSION Total	**(1)**	**0**
DEBT SERVICE		
EXP		
Transfer to GO Debt Service	(904,386)	(908,166)
EXP Total	**(904,386)**	**(908,166)**
DEBT SERVICE Total	**(904,386)**	**(908,166)**
OPERATING		
REV		
Taxes	5,965,375	6,005,808
Inter Governmental Revenue	2,606,567	2,665,898
Grants	571,199	408,590
Licenses and Permits	740,960	756,560
Charges for Services	232,000	224,500
Sale of Property	0	75,000
Fines & Forfeits	240,000	240,000
Other Revenue	509,939	473,054
0	0	0
REV Total	**10,866,040**	**10,849,410**
EXP		
Salaries and Wages	(4,731,270)	(4,507,275)
Overtime	(363,200)	(383,200)
Fringe Benefits	(573,559)	(555,434)
Health Insurance	(999,081)	(1,044,279)
Pension Contribution-MERS	(37,470)	(36,150)
Professional Development	(64,900)	(61,800)
Contractual Services	(1,521,599)	(1,252,488)
Contribution	(44,500)	(14,500)
Membership and Dues	(31,732)	(31,732)
Office Supplies	(95,025)	(83,025)
OPEB Contribution	(515,219)	(515,219)
Operating Expenses	(528,610)	(531,180)
Utilities	(523,000)	(524,000)
Equipment	0	0
MTT and Charge Backs	(49,000)	(49,000)
EXP Total	**(10,078,165)**	**(9,589,282)**
OPERATING Total	**787,875**	**1,260,128**

Account Name	ADJUSTED BUDGET FY 2016-17	ADJUSTED BUDGET FY 2017-18
OPERATING-NUTRITION		
REV		
Grants	7,500	7,500
REV Total	**7,500**	**7,500**
EXP		
Salaries and Wages	(5,892)	(5,892)
Fringe Benefits	(539)	(539)
Contractual Services	(300)	(300)
Operating Expenses	(769)	(769)
Utilities	0	0
EXP Total	**(7,500)**	**(7,500)**
OPERATING-NUTRITION Total	**0**	**0**
OPERATING-PARKRIDGE		
REV		
Other Revenue	49,219	49,219
REV Total	**49,219**	**49,219**
EXP		
Salaries and Wages	(26,440)	(26,440)
Fringe Benefits	(2,420)	(2,420)
Contractual Services	(600)	(600)
Office Supplies	(130)	(130)
Operating Expenses	(8,820)	(8,820)
Utilities	(21,618)	(21,618)
EXP Total	**(60,028)**	**(60,028)**
OPERATING-PARKRIDGE Total	**(10,809)**	**(10,809)**
OPERATING-RUTHERFORD POOL		
REV		
Other Revenue	50,180	50,229
REV Total	**50,180**	**50,229**
EXP		
Salaries and Wages	(42,662)	(42,662)
Fringe Benefits	(3,904)	(3,904)
Contractual Services	(3,408)	(3,458)
Operating Expenses	(205)	(205)
EXP Total	**(50,179)**	**(50,229)**
OPERATING-RUTHERFORD POOL Total	**1**	**0**

Account Name	ADJUSTED BUDGET FY 2016-17	ADJUSTED BUDGET FY 2017-18
OPERATING-SENIOR CENTER		
REV		
Other Revenue	44,853	44,853
REV Total	**44,853**	**44,853**
EXP		
Salaries and Wages	(24,067)	(24,067)
Fringe Benefits	(2,202)	(2,202)
Contractual Services	(1,000)	(1,000)
Operating Expenses	(9,570)	(9,570)
Utilities	(16,328)	(16,328)
EXP Total	**(53,167)**	**(53,167)**
OPERATING-SENIOR CENTER Total	**(8,314)**	**(8,314)**
TRANSFER TO CAPITAL IMPROVEMENT	(497,968)	(275,738)
TRANSFER TO GARBAGE FUND	(23,000)	(23,000)
TRANSFER TO WATER ST	(128,500)	(48,500)
Grand Total	**0**	**0**

FUND BALANCE		
BEGINNING FUND BALANCE	5,813,556	5,028,454
ESTIMATED REVENUES	13,284,588	13,322,025
ESTIMATED EXPENDITURES	(14,069,690)	(13,336,424)
ESTIMATED ENDING FUND BALANCE	**5,028,454**	**5,014,055**

S:\BUDGET 2016-2017\Budget Adjustments\[BUDGET ADJUSTMENT FY 2016-2017 10.14.16.xlsx]10-13-16 BUDGET ADJUSTMENT & FB

To: Beth Ernat, City of Ypsilanti
FROM: Ann Arbor SPARK
RE: Update on Activities & Outcomes in the City of Ypsilanti
DATE: October 11, 2016

Background

Ann Arbor SPARK and the City of Ypsilanti have been economic development partners since SPARK's inception. Since then, SPARK and the City have worked to create and retain hundreds of jobs in the City, and support millions of dollars in capital investment. Our return on the City's investment has resulted in $263 of new capital investment for each dollar invested into SPARK.

In addition, we established SPARK East in 2008 which provides business acceleration services for entrepreneurs and startups in Ypsilanti, and serves as a community meeting space for dozens of organizations, entrepreneurs and meetups every month. Since opening, SPARK East has incubated 62 entrepreneurial ventures. As of today, 51 of those companies (82%) are still in business representing 134.5 full time equivalents. When these firms were first incubated at SPARK East they employed 108 which equates to job growth of 26.5 FTE among this subset of companies. Companies incubated at SPARK East have gone on to receive $5.7MM in private equity, and $2.7MM in grant funding to continue their growth and development.

Contract / Memorandum of Understanding between the City of Ypsilanti and Ann Arbor SPARK

In 2014, discussions began between SPARK and City staff regarding the development of a contract or memorandum of understanding (MOU) between the entities for economic development services. A draft contract/MOU was developed by SPARK and shared with the City; however, we are unaware of any additional action on the contract/MOU. A copy of the draft contracts are attached to this update.

Update on SPARK Services

We would like to use this opportunity to update you on some of the work we have accomplished in the City of Ypsilanti over the past several months. Economic development in the City of Ypsilanti, and in eastern Washtenaw County, is a strategic focus for SPARK and we have taken a number of actions to support growth of driving industries in the City. Below, we've outlined some of those activities.

- "Innovate Ypsi" Incentives and Activities. Last year, we proposed a strategic focus of growth in Ypsilanti through the support of Washtenaw County. The County has provided $185,000 in flexible, discretionary incentives for companies to locate, grow or expand in eastern Washtenaw County. You can read more about the Innovate Ypsi incentive program by reviewing our fact sheet: http://www.annarborusa.org/sites/default/files/innovate_ypsi_incentive_factsheet_2.17.16.pdf

. To date, $131,000 in funds have been awarded to companies; and $66,000 have been awarded to projects in the City of Ypsilanti. Those projects include:

- **Landline Creative Labs** is redeveloping the former Michigan Bell Telephone building, which has been largely vacant since a fire in 2014, into a high-quality office space for Ypsilanti's growing community of creative professionals. The project totals over $760,000 in investment and will provide office space for 20 creative employees. SPARK met with the Bank of Ann Arbor and wrote a support letter for bank financing, met with the City of Ypsilanti to support tax abatement and helped the project connect with the Michigan Economic Development Corporation for other funding sources. The Innovate Ypsi funds have supported the project through an allocation of $56,000 for redevelopment efforts.

- **White Pines Software Technologies** was formed in November 2014 and was a tenant of SPARK East. The company is expanding and moving to 300 N. Huron Street. The company has grown from 2 employees to in 2014 to 6 full-time and 2 part-time employees. It plans to add 2 full-time people in 2017. Innovate Ypsi provided $10,000 grant to be used to install new networking wiring and infrastructure to their space.

- **Innovate Ypsi Open House**: In November 2016, SPARK partnered with the Ypsilanti Commercial District Committee to hold a tour of move in ready space and publicly announce the Innovate Ypsi incentive program. The event attracted over 100 people and was featured in multiple media outlets. The event was helpful in creating leads for Innovate Ypsi and highlighting available properties in Downtown Ypsi.

- We have created an **Ypsilanti-focused web portal** on SPARK's website that focuses on the unique assets, properties and resources available to companies considering locations in Ypsilanti. The web URL is www.annarborusa.org/Ypsilanti, and highlights:

  - Business development support
  - Funding and incentives
  - Highly skilled talent
  - Finding available properties
  - Business success stories
  - SPARK East business incubator services

- Ypsilanti Youth Career Expo at Washtenaw Community College. In May 2016, SPARK and partners at WCC, Michigan Works! and the Washtenaw ISD, hosted a Youth Career Expo that provided over 130 middle school students at Ypsilanti Middle School with exposure to employers and post-secondary educational opportunities. The event was hosted at WCC and featured career prep workshops, tours of WCC and a mock job fair where over a dozen employers from around the region participated. The facilitated session provided opportunities

for students to ask questions about career choices and see companies with job openings they could pursue in the future.

- SPARK East continues to be a focus point of entrepreneurial activity, and an active community space. SPARK East is funded through a variety of sources, and the City of Ypsilanti's investment leverages support from Washtenaw County, the MEDC through a grant program, and private investment. Supporting the operation of SPARK East would not be possible without a variety of funding sources.

  Over two dozen community meetings are held every month at SPARK East, and is a meeting location for the Ypsilanti Downtown Development Authority, City of Ypsilanti staff, Washtenaw Literacy, entrepreneurial coaching, Ypsi Real, Starting Your Own Business, and many others.

  SPARK East is also the host of several events every year, like a Thomson Reuters career event that took place in February and brought dozens of potential candidates for Thomson Reuters into Ypsi for interviews and a meet and greet with Thomson Reuters' staff.

- MEDC Grant to the City of Ypsilanti. In 2015, the Michigan Economic Development Corporation identified underserved communities as a focus they would like to support through a pilot grant program. The grant opportunity was available through SPARK's six county partnership, which agreed that the City of Ypsilanti was a strategic area for support. By working with the City's Economic Development Director, we were able to scope a grant opportunity to support revitalization efforts of the Parkridge neighborhood. The grant was for $50,000 and crime rates have been reduced in the neighborhood since the start of the grant, per reports from the City's Economic Development Director.

- Beyond this, we work on the City of Ypsilanti to provide:
  - Business relationship management through our retention visit program and access to useful programs (e.g. we issue a newsletter of opportunities to our business partners called SPARK Insight)
  - Project management for growth and attraction projects – we support, track, and manage business attraction projects by ensure City properties are included in requests, tracking relationships with projects, etc.
  - Legislative updates on pending opportunities at the state level, and ensuring Ypsilanti's interests are included in those efforts
  - Continued work on the American Center for Mobility, a redevelopment project of the Willow Run manufacturing site that will convert the property into a connected and automated vehicle test center. While the property is located in Ypsilanti Township, we believe this project will have a strong spinoff impact for the City of Ypsilanti through potential business investment and other ancillary activity.

Pipeline

Ann Arbor SPARK uses Salesforce.com, a Customer Relationship Management (CRM) system, to track all of the projects that we are working within Washtenaw County related to business expansion, retention and attraction efforts. This allows us to follow and track projects. Currently, we have been in contact with 10 different entities that are looking at setting up a location or expanding a location in City of Ypsilanti and we have provided a variety of support services. Projects include:

- American Broach (Looking to add 5-10 new employees in existing space)
- White Pines Software Technologies (SPARK East graduate)
- Back Office Studios (New development)
- Landline Creative (new development)
- "Ursus Attraction" (6,000 sq. ft. technology space)
- 114 W. Michigan Avenue (looking for tenants)
- Driving Technologies (long term prospect looking for space)
- Vision Realty Centers (looking for space)
- Woodcock (Looking for building)
- Bad Habit Caramels (Incubator Kitchen)
- 2Mission (Thompson Block Development)
- Hagerty Insurance Agency (set up a small office in City but looking to grow)

Business Development Services

80% of job growth is expected to come from existing businesses. SPARK has conducted business visits with the following City of Ypsilanti companies listed below in 2016. The results of these discussions could be referrals to no-cost resources related to financing, talent acquisition, new markets, or other services or introductions.

- American Broach & Machine Company
- Cultivate Coffee and Tap House
- Hyperion Roastery
- Jacobsen&Daniels Associates
- Landline Creative Labs
- Maggie's Organics (recently moved to Dexter)
- Methods Consultants
- Oberon Technologies
- Reconsider Michigan LLC
- Titania Software
- White Pine Software Technologies, Inc.
- Unity Vibration Living Kombucha Tea

Recommendations

The City of Ypsilanti is an important partner to Ann Arbor SPARK and its investment helps leverage additional funding for activities and operations in the City of Ypsilanti. To ensure communication to City Council and staff, we recommend implementing a contract/MOU for economic development services and implementing a scheduled reporting mechanism to update you on our initiatives, work and challenges moving forward. We would be happy to speak with you about implementing this contract.

January

Ypsi DDA (3)
City of Ypsi Goal Setting
Ypsi Pride (2)
Rep Rutledge (2)
Ypsi Promise
Sensei Change (3)
A2Y Chamber
WIN of SE Mich
Ypsi Food Co-Op
Ypsi COPAC
NEF Coaching (2)
Entrepreneur Coaching (4)
Toastmasters International (3)
Ypsi Rotary

February

Ypsi DDA (4)
City of Ypsi
Ypsi Pride
Bank of AA First Time Home Buyers (2)
Ypsi Promise
Sensei Change (3)
A2Y Chamber
WIN of SE Mich
Eastern Michigan University
Washtenaw County
NEF Coaching
Entrepreneur Coaching (3)
Toastmasters International (3)
Revalue / Reconsider
SPARK Internal Sessions
Amy Cell Career Transition
Toastmasters International Board
Growing Hope
Thomson Reuters Job Fair
YPSI Jaycees
Mentor 2 Youth
Oberon (2)

March

Ypsi DDA (3)
EMU Class
Bakers Dozen
Amy Cell Career Development
Ypsi Promise
Sensei Change (4)
Washtenaw Literacy
WIN of SE Mich
TedEx Practice
Ypsi COPAC
NEF Coaching
Entrepreneur Coaching (2)
Toastmasters International (3)
YPSI Jaycees
Mentor 2 Youth
EMU Business Class

April

Ypsi DDA (3)
Ypsi Pride
Building Blocks Workshop (4)
Amy Cell Career Development
Farmers Market Vendor Orientation (2)
Sensei Change (2)
Public Sector Meeting
WIN of SE Mich
Civionics
EMU Elevator Pitch
Rep Rutledge
Entrepreneur Coaching (4)
Toastmasters International (3)
The Ride Presentation
Bank of AA First Time Home Buyers (2)
Paul Nucci EMU
Ypsi Economic Development Dept.

May

Ypsi DDA (3)
YPSI DDA Dumpter Meeting
Building Blocks Workshop
Amy Cell Career Development
Titania Software (2)
Sensei Change (5)
A2Y Chamber
WIN of SE Mich
Tourism Coalition of Michigan
Ypsi COPAC
Historict District Commission
Entrepreneur Coaching (6)
Toastmasters International (3)
Housing Advocates Training (2)
YPSI Jaycees
WCC Meeting
Mentor 2 Youth
Bank of AA First Time Home Buyers (2
BCC Meeting

June

Ypsi DDA (3)
Bakers Dozen
Building Blocks Workshop
Amy Cell Career Development
WCC
Sensei Change (3)
Ypsi DDA Operation and Finance
WIN of SE Mich
YPSI Real
Ypsi COPAC
NEF Coaching
Entrepreneur Coaching (4)
Toastmasters International (3)
Reconsider/Revalue
YPSi CVB Move In
Urban Ashes
Mento 2 Youth
Ypsi Promise

July

Ypsi DDA (3)
Ypsi Real
Building Blocks Workshop
Amy Cell Career Development
University Of Michigan
Sensei Change (3)
A2Y Chamber
WIN of SE Mich
WCC (2)
SYOB
NEF Coaching
Entrepreneur Coaching (5)
Toastmasters International (3)
Ypsi Neiborhood Theater
YPSi CVB
EMU Chris Day
MEDC
American Cancer Society
COPAC

August

Ypsi DDA (3)
Ypsi Junior Chamber
Ypsi COPAC
Amy Cell Career Development
YPSi CVB
Sensei Change (4)
AA Chapter of Assoc of Talent Dev.
WIN of SE Mich
Energy Alliance Group
Toastmasters International (3)
SYOB
Entrepreneur Coaching (4)

September

Ypsi DDA (3)
YPSi CVB
EMU CASE Paul Nucci
Amy Cell Career Development (3)
EMU CEO Club
Ypsi Trailtown meeting
Bakers Dozen Talent
WIN of SE Mich
SPARK Starting Your Own Business
Sensei Change (3)
SYOB
Entrepreneur Coaching (5)
Toastmasters International (3)
American Cancer Society
Mentor 2 Youth

October

Ypsi DDA (3)
Ypsi Junior Chamber
WCC Community Tourism Action Plan Meeting
David Rutledge State of MI Rep
EMU/ Ypsi / E Wash 5X5 Planning
Ypsi COPAC
EMU Business School
WIN of SE Mich
SPARK Starting Your Own Business
Sensei Change (5)
SYOB
Entrepreneur Coaching (3)
Toastmasters International (3)
LaVison International Group Training (5)
YPSi CVB
Mentor 2 Youth
Reconsider/Revalue
Amy Cell Career Development

REQUEST FOR LEGISLATION
September 6, 2016

From: Bonnie Wessler, City Planner

Subject: Additional Research on Proposed Truck Routes

Staff has recently been directed to prepare an ordinance that limits truck traffic to certain streets within the City. After the first reading, staff has been further directed staff to perform more research on aspects of the ordinance that were not evident upon the first draft, specifically ramifications with MDOT, with neighbors, with enforcement, and for traffic safety. Additional public comment has also been received and is appended.

MDOT Ramifications
Staff has researched many aspects of potential MDOT involvement. Limiting trucks to certain streets in conformance with State enabling legislation does not appear to have any impact upon funding, nor any impact upon the State freight plan or "all-seasons" road network.

Impact upon future ability to reduce capacity on Washtenaw, Hamilton, and Huron or to revert those streets to a two-way system depends on the volume of traffic diverted to those trunklines. The 2025 volume as projected in 2011 shows those roads as being 13,000-17,000 vehicles per day; trucks being diverted to these roads would certainly increase that volume, but to what extent is debatable. It is of note that most criteria for lane reductions state that when traffic volume surpasses 15,000 vehicles per day, additional design sensitivity is needed. In short, it becomes trickier. However, to what extent this could make local execution trickier cannot be known without modeling.

Neighboring Jurisdictions
Neither Superior Township nor Ypsilanti Township have established truck routes. The roads to which trucks would be directed appear to be all-seasons roads (without seasonal weight restrictions), capable of bearing truck traffic, with the exception of LeForge north of Geddes.

Enforcement
YPD has indicated that they have neither the equipment nor the training to measure weight of vehicles, thus the construction of the ordinance around number of axles is preferred and acceptable. Enforcement of this ordinance will be a secondary item to the normal work load and will be addressed as time and manpower permit.

Traffic Safety
Staff notes that the intersection of Huron River Drive and LeForge is one of intense pedestrian and nonmotorized activity due to its location at the confluence of student housing, bus stops, EMU, and the Border-to-Border trail. Its location is further complicated by the rail intersection to

the north of the road intersection. It is very likely that an increase in truck traffic at this location, as well as the relatively tricky and similarly multimodal Huron/Forest/Lowell jog, would result in an increase in traffic crashes at these locations.

Hewitt, too, may face challenges as EMU uses it heavily for events, albeit generally outside of "business hours." The intersection of Hewitt and Huron River Drive also intersects with the Border-to-Border Trail.

Air Quality/Route Length
It appears that relocating truck traffic from North Prospect westward would increase vehicle miles traveled in both the City and in neighboring jurisdictions, as well as idling time at higher-volume intersections; this could have a negative impact on local air quality over time.

The omission of Maus between Prospect and Grove and Harriet between Huron and Hamilton could also create longer, more complex routes for trucks attempting to access I-94 from the south-east, although these volumes are assumed to be minimal.

The omission of Superior has the potential to push truck traffic from the south and west to LeForge, although these volumes are assumed to be minimal.

Public Comment
Written comments have been received and are attached.

Attachments:
- Public Comment

CITY MANAGER APPROVAL: COUNCIL AGENDA DATE: 9/6/2016

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL:

Resolution No. 2016-203
October 18, 2016
(Postponed September 6th)

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 Second and Final 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: _____

Andrew Hellenga

From: Bonnie Wessler
Sent: Thursday, October 13, 2016 3:52 PM
To: Andrew Hellenga
Subject: FW: truck routes

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Bonnie Wessler
City Planner
Community Development Division, City of Ypsilanti
734/483.9646 (office)
bwessler@cityofypsilanti.com
--

From: Marcus McNamara [mailto:marcus.mcnamara@ohm-advisors.com]
Sent: Wednesday, September 07, 2016 9:12 AM
To: Bonnie Wessler (bwessler@cityofypsilanti.com)
Subject: FW: truck routes

FYI and for file. It appears there may be impacts.

From: Stephen Dearing
Sent: Wednesday, September 07, 2016 6:59 AM
To: Marcus McNamara <marcus.mcnamara@ohm-advisors.com>
Subject: FW: truck routes

From: Bruff, Tom [mailto:bruff@semcog.org]
Sent: Tuesday, September 06, 2016 1:01 PM
To: Stephen Dearing <stephen.dearing@ohm-advisors.com>
Subject: truck routes

Steve, I talked to both Trevor Brydon and Alex Bourgeau and they confirmed that restricting truck traffic on roads that receive federal funding could result in the a paying back of past federally funded investments and/or be detrimental to future funding opportunities.

Tom

J. Thomas Bruff
SEMCOG
Plan & Policy Development
1001 Woodward, Suite 1400
Detroit, Michigan 48226

Bonnie Wessler

From: Beth Ernat
Sent: Tuesday, August 23, 2016 8:04 AM
To: Bonnie Wessler
Subject: FW: Proposed Truck Routes

Beth Ernat
Director of Economic Development
City of Ypsilanti
734-482-9774 direct
734-945-9270 cell
bernat@cityofypsilanti.com
www.cityofypsilanti.com

From: Adam Gainsley [redacted] Dan Vogt; Lois Richardson; Nicole Brown
Cc: Beth Bashert; Beth Ernat; Frances McMullan
Subject: Proposed Truck Routes

Hello Mayor and Council,

With regards to the proposal for establishing local truck routes which you'll be considering this evening I'd like to pass along a couple notes for consideration. While I am not fully against this legislation I do have concerns that I would appreciate being worked into the discussion.

The first is the effect of removing Prospect as an available route on surrounding streets. As a former resident of Prospect near Forest I fully agree that the volume of truck traffic is a nuisance. However as a current resident at Cross and Adams I am fully aware that there is also enough truck traffic in this neighborhood that if all the traffic from Prospect were to divert to Huron and Hamilton we would have much bigger problems. While these two streets are major thoroughfares in our town they are also primarily residential both North and South of downtown. As it stands these streets are already very unfriendly for pedestrians, bikes and wheelchairs. Further the city is already struggling to maintain them - as I write this both Hamilton and Huron are in such bad shape that every truck makes enough noise to rattle my windows a block away. Adding any significant truck traffic would amplify these issues greatly.

I understand that data around how many trucks use Prospect and how much of that traffic would end up on Huron and Hamilton is hard to come by. However looking at a map diverting to Huron and Hamilton is not an unreasonable choice for a driver to make. These two streets are much closer than Ridge Rd or 275. While there

are more lights on Huron and Hamilton I expect total drive time going this route would be similar to going to Ridge or 275.

To get over this concern I would need confidence that the amount of traffic shifted to Huron and Hamilton would not be significant.

My second concern is how this will affect our Master Plan, in particular our long term goal of making Hamilton, Huron, Cross, and Washtenaw into two-way streets. Designating these as trucking routes is a move away from walkability and goes against the idea of complete streets. My concern is that this will reflect badly when we start to work with MDoT on getting approval to reengineer those streets.

To get over this concern I would need confidence that a move like this would not reflect badly on proposals we take to MDoT and other partners around making these streets two-way. Alternatively knowing that redrawing this truck route map or rescinding it would be an acceptable way to mitigate concerns about such a proposal would also be acceptable.

While the project of converting those streets to two-way is a HUGE one and is still many years down the road it absolutely must remain a priority in our current decision making. I am fully convinced that the long term success of our city is closely tied to the success of making those streets two-way.

As I mentioned I won't be at the council meeting tonight but I am more than happy to talk further, either in person or by phone or email. Thank you!

[redacted]

Ypsilanti City Council
1 N. Huron St.
Ypsilanti, MI 48197

Dear members of Council,

As I am unable to attend tonight's public hearing on the proposed resolution to create designated truck routes in Ypsilanti, I am writing to express my thoughts and concerns regarding the proposal.

Having lived on Prospect Road for several years, I recognize the issues arising from truck traffic on that road and appreciate the effort to reduce traffic noise and volume in our city, particularly in residential areas. At the time that I lived there, Prospect Road was also in a state of extreme disrepair, and I am sure that truck traffic contributed to the speed and extent of its degradation.

That said, I have several concerns about the proposed creation of "designated truck routes" through the city.

Safer streets downtown

The proposed truck routes cut through the key downtown areas of our city. Making our streets safe and walkable should be one of the city's highest priorities, as it both protects physical health and contributes to economic vitality. Unfortunately many sections of our key streets (Michigan, Huron, Hamilton, Cross, and Washtenaw) are unfriendly to both pedestrians and cars. The car accident rates are high and the streets are difficult to cross safely in most locations due to high traffic speeds and volumes. In addition, I am sure you are aware of multiple cases of cars crashing into buildings and onto sidewalks in our downtown due to high speeds and carelessness.

These conditions exist because these roads are designed to be high-speed throughways. That decision was not the city's, but I am concerned that by encouraging trucks to use these streets to drive *through* our city, rather than using the roads to reach a final destination, would increase traffic volumes and may increase average speeds on our already-problematic roads. This proposal sends the wrong message about our desire to make our streets safer by reinforcing the idea that the purpose of our downtown streets is for vehicles to quickly cut through the city.

Precedent for future improvements

Of course, I do understand that these streets are not directly controlled by the city and are instead controlled by the state through the Michigan Department of Transportation (MDOT), and that the city does not have the option of restricting truck traffic on these streets. However, the requirement of MDOT oversight on these streets leads to my second concern. Over the years the City has sought permission from MDOT to make improvements to our roads to make streets safer and more attractive, for example adding the boulevard to Michigan Avenue or adding crosswalks and accessible ramps along Cross Street near campus. The city has also expressed the desire, both in the Master Plan and in other proposals, to make additional improvements to our roads. My concern is that if we were to apply to MDOT to make an improvement, that the designated truck route legislation might be used by MDOT to argue against the improvement.

As just one example, I would love to see an improvement to the intersection at Huron and Cross—the configuration is confusing and inconvenient for drivers and dangerous to pedestrians (I'm happy to follow up on my reasons for this belief.) Since that intersection is included as a proposed "designated truck route," I worry that it may place additional restrictions on us to ensure that the intersection is friendly to high volumes of truck traffic. I admit that I don't know whether this would be a consideration, but before passing this legislation I think the city should explore its potential future implications.

Adding to existing problems

Thirdly, I worry that the proposed routes may place undue stress on some of the city's most overcrowded and underdeveloped intersections. The Huron River Drive and Leforge area in particular already experiences heavy traffic and is in a state of disrepair. It is worth considering whether additional truck traffic would have an impact on traffic flows in this and other areas that are already problematic.

Alternative solutions

I wonder whether there are ways to address the problem of truck traffic on Prospect Road and other residential streets without leading to the potential unintended consequences outlined above. One solution could be to create and enforce weight limits or other truck restrictions on neighborhood streets. Added enforcement of

speed limits and crosswalks may also help to limit traffic, as they may deter trucks from cutting through the city as a way to save time.

I would like to see the following questions answered and considered before the proposal is accepted:

1. Would truck volumes have an impact on the safety and noise levels on the streets where the designated truck routes are proposed?
2. If the city were to appeal to MDOT to move forward with traffic calming, pedestrian safety, or redesigned intersections along our state-controlled roads, could the designation of those areas as "truck routes" hinder that effort?
3. Could the desired outcome of getting trucks off of Prospect and other residential roads be achieved with weight limits, traffic enforcement, or other prohibitions?

I appreciate your consideration of these concerns, as well as the considerable time and effort that was expended by my council representatives, Mr. Murdock and Mr. Robb, in creating this proposal to regulate truck traffic in the city. I hope that by offering my concerns we are able to reach a stronger and more equitable proposal that leads to improved safety on all of our city streets, both now and in the future.

Respectfully Submitted,

[redacted]

Andrew Hellenga

From: Frances McMullan
Sent: Tuesday, September 06, 2016 12:44 PM
To: Andrew Hellenga
Subject: FW: Truck Route Ordinance

Please include electronically and make copies for council.

Frances M. McMullan
Frances M. McMullan, Interim City Manager
City of Ypsilanti
1 S. Huron Street
Ypsilanti, MI 8197
(734) 483-1810 (office)
(734) 483-7260 (fax)

"The time is always right to do what is right." Dr. Martin Luther King, Jr.

From: Adam Gainsley[redacted]
Sent: Tuesday, Septe[redacted]
To: Amanda Edmonds; Lois Richardson; Anne Brown; Daniel Vogt; Pete Murdock; Brian Robb; Frances McMullan; Nicole Brown
Subject: Truck Route Ordinance

Hello Council,

I am writing in regard to the ordinance you'll be considering tonight to effectively remove Prospect as a route option for trucks. I am respectfully requesting your vote against this ordinance for several reasons.

I lived on Prospect at Gordon for three years. Now I've lived at the corner of Cross and Adams for two years. Problems related to traffic in general and specifically large vehicles is a much larger issue at the main intersections along Cross (Huron, Adams, Hamilton) than it is along Prospect. If any part of our city needs to be updated to relieve these issues it's these core neighborhoods.

Further I've requested evidence that removing Prospect as a route would not result in increased traffic on Huron and Hamilton. So far I've received none whatsoever other than being told to go look at a map. I did look at a map and it turns out using Huron and Hamilton as an alternative to Prospect is the fastest alternative during most parts of the day, even compared to 275 or Ridge.

Also, no effort has been made to ensure that this move wouldn't hinder any future efforts to make the streets that are designated as truck routes more pedestrian friendly. There's a serious need for long term work to make our

central neighborhoods safer for all traffic including bicycless, pedestrians, and wheelchairs. Designating some of the main roads in these neighborhoods as truck routes sure seems like a backwards step in that effort.

While I understand that there is frustration around truck traffic along Prospect this is not an acceptable way to resolve that. Please don't 'fix' this problem by exacerbating issues in the rest of our city.

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Y[redacted]7

Andrew Hellenga

From: Frances McMullan
Sent: Tuesday, September 06, 2016 1:17 PM
To: Andrew Hellenga
Subject: FW: Proposed Truck Route

For tonight.

Please place a copy of each letter in the meeting folder also.

Frances

Frances M. McMullan

Frances M. McMullan, Interim City Manager
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"The time is always right to do what is right." Dr. Martin Luther King, Jr.

From: Jean McKee [redacted]
Sent: Tuesday, September 06, 2016 1:03 PM
To: Amanda Edmonds; loiserich@hotmail.com; Anne Brown; Daniel Vogt; Pete Murdock; Brian Robb; Frances McMullan
Subject: Proposed Truck Route

Hello all,

I'm writing because I cannot attend the City Council meeting tonight but wanted to voice my concerns about the proposed truck route. I currently live on N Huron St, an area that will be impacted by the proposed route. As I understand the proposal, the new route would move truck traffic off of Prospect Rd and increase the already heavy truck volume that speeds past our house. Huron St is not in good condition - adding even more heavy trucks going down this road is not going to help that. The condition of the road makes the already noisy trucks that much louder as they barrel down the street. Our section of Huron St is 25 mph, and not only is this not well posted, it is not followed by hardly any driver. It is unsafe for my toddler to meander in her own front yard or down the street. Additionally, it is loud and unpleasant to have the constant noise of the truck engines, brakes, and the axles banging over all the potholes.

I understand that no one is really interested in having semi trucks driving at all times through their neighborhood. However, I'm disappointed that the City is considering a proposal that will alleviate some of the residents' concerns, only to dump extra concerns on other residents.

There has to be a better solution. Repaving the road in conjunction with MDOT? Posting more visible speed limit signs (and something to alert drivers that the speed is decreasing ahead of them)? Considering a move to change the traffic pattern to a two-way street?

Thank you,
Jean McKee

--
"Let us step out into the night and pursue that flighty temptress, adventure." ~Albus Dumbledore

Aug. 7, 2016

RE: OPPOSITION TO DESIGNATION OF HEWITT AS A TRUCK ROUTE

Dear Ypsilanti City Council,

We are the Board of Directors and residents of Stadium Meadows Condominiums. We strongly oppose designating Hewitt St. as a truck route.

1. It is an important emergency route. Several times per day emergency vehicles travel this road.

2. Hewitt St. is our only entrance and our drive is hidden; there have been several rear end collisions with cars waiting for traffic to clear to turn into our drive. Truck traffic would create more hazardous conditions.

3. Large crowds visit EMU events at the stadiums, including sporting events, graduations, concerts and others. This requires officers from EMU directing traffic and controlling the lights at the corner of Hewitt and Washtenaw. There is often times complete gridlock on Hewitt. Truck traffic would create more gridlock and make it more difficult for emergency vehicles.

4. Many persons walking or biking the Border to Border Trail already have trouble crossing Hewitt. Truck traffic would make for more hazardous conditions for pedestrians and bikers.

5. In addition, we have a large increase of traffic during shift changes at St. Joseph Hospital.

We need less and slower traffic, not more. Adding trucks would interfere with the present uses of the street and needs of the area, and would add to an unsafe environment and add an unacceptable increase in noise.

We respectfully request you oppose the designation of Hewitt as a truck route.

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Signature	Address
[redacted]	Apt #6

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[redacted]

HUGO J. MACK, B.G.S., J.D.
ATTORNEY AT LAW
P-30997

August 9, 2016

State of Michigan
City of Ypsilanti
Ypsilanti City Council

Dear Council Members:

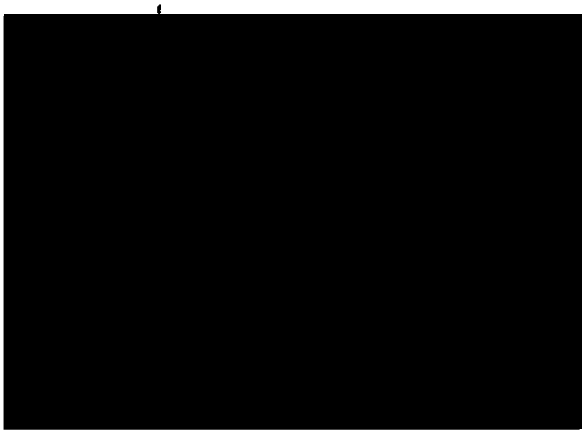
As a resident, taxpayer and registered voter, I am writing this letter in opposition to Hewitt Road becoming a truck route.

I have lived here for over a decade and have always been concerned about the speed and volume of traffic that approaches our one ingress and egress off of Hewitt Road.

Many times I have seen near tragic/fatal rear end collisions due to our drive being hidden and right after a blind turn.

Economic conveniences cannot imperil human safety.

Please do not allow our community to be placed in more danger of collision than we are already in.



Resolution No. 2016-241
October 18, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2016-241A, approving the agreement with the Washtenaw County Community Development Block Grant (CDGB).
2. Resolution No. 2016-242, approving the minutes of September 20, 2016 and October 4, 2016 meetings.
3. Resolution No. 2016-243, approving appointment to Boards and Commissions.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION

From: Stan Kirton, Director of Public Services
Date: October 18, 2016

Subject: Agreement with the County Washtenaw Community Development, Community Development Block Grant Program (CDBG)

Summary and Background:
Washtenaw County administers CDBG funds received through the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Entitlement Communities Grant (CDBG). The City of Ypsilanti is a member of the Washtenaw County, Urban County Program. The Urban County Program disperses Community Development Block Grant (CDBG) funds to participating members. The 2015 CDBG Urban Funding includes funds for Infrastructure Improvement Projects, including funds for ADA sidewalk ramp replacement (The 2016 City of Ypsilanti Sidewalk Ramp Replacement Program) in low to moderate income areas within the city in the amount of $50,000.

An agreement between the City of Ypsilanti and Washtenaw County is necessary to utilize the appropriated CDBG funds for the 2016 City of Ypsilanti Sidewalk Ramp Replacement Project. The scope of work includes: removal of existing non compliant ADA ramps and replacement with ADA compliant sidewalk ramps, the construction of ADA compliant ramps where needed, addition of integral curbs as needed and restoration of disturbed margin areas.

Attachments: Resolution, Agreement with CDBG

Recommended Action: Approval

Date Received: October 18, 2016 Agenda Item No.: _____

City Manager Comments: _____

Finance Director Approval _____

For Agenda of October 18, 2016

Council Action Taken: _____

Resolution NO. 2016-241A
October 18, 2016

A RESOLUTION OF THE CITY OF YPSILANTI:

WHEREAS, Washtenaw County administers CDBG funds received through the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Entitlement Communities Grant (CDBG) and;

WHEREAS, the City of Ypsilanti is a member of the Washtenaw County, Urban County Program and;

WHEREAS, the Urban County Program disperses Community Development Block Grant (CDBG) funding to participating members; and

WHEREAS, the 2015 CDBG Urban Funding includes funds for Infrastructure Improvement Projects, including funds for ADA sidewalk ramp replacement in low to moderate income areas within the city (The 2016 City of Ypsilanti Sidewalk Ramp Replacement Program) in the amount of $50,000; and

WHEREAS, an agreement is needed between the City and Washtenaw County in order to utilize the appropriated funds; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposed agreement; and

FURTHER, that the Mayor is authorized to sign this agreement, subject to approval by the City Attorney.

OFFERED BY:_____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CR_____

COUNTY OF WASHTENAW, MICHIGAN

Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this _____ day of October 2016, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, ***(Name of Subrecipient organization)*** located at ***(Address)*** (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the (***Name of Program for which federal monies awarded to the County are being awarded to the Subrecipient***) as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement

Federal Funds From:		**Passed Through:**		**To:**
U.S. Department of Housing and Urban Development (Grantor)	→	Washtenaw County (Pass-Through Entity)	→	**City of Ypsilanti** (Subrecipient)

ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	City of Ypsilanti
Subrecipient DUNS Number	131336260
Federal Award Identification Number (FAIN)	B-16-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	September 1, 2016
Subaward Period of Performance (start and end date)	October 17, 2016 – July 30, 2017
Amount of Federal Funds Obligated by this Agreement	$50,000
Total Amount of Federal Funds Obligated to the Subrecipient	$50,000

Total Amount of the Federal Award	1,858,189.00
Federal Award **Project Description** (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	The City of Ypsilanti proposes to reconstruct approximately 76 curb cuts according to the American's with Disability Act (ADA) and Uniform Federal Accessibility Standards (UFAS).
Name of Federal Awarding Agency	The Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N. Main P.O. Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14.218 Community Development Block Grant Program
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will *agree to use COUNTY CDBG funds for the eligible costs of re-constructing approximately 76 curb cuts listed and mapped in Attachment A, so that they meet American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The contract will be paid for with 2015 Urban County CDBG funding in accordance with the budget in Attachment B.*

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to *Andrea Plevek, Interim Director of Community and Economic Development* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports quarterly to *Washtenaw County Office of Community and Economic Development.* The Subrecipient shall submit programmatic reports quarterly to *Teresa Gillotti, Housing and Infrastructure Manager, Office of Community and Economic Development.*

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on October 17, 2016 and ends on *July 31, 2017, with an option to extend an additional 6 month(s).* No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances

2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipent. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct,

control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.

3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate

insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: *Office of Community and Economic Development, 415 W. Michigan Ave., Suite 2200, Ypsilanti, MI 48197.* ***CR#_____***, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either $12.93 per hour with benefits or $14.43 per hour without benefits. Agreement or agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2017 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVI – PRIVITY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY (Pass-Through Entity)

By:_____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
Andrea Plevek (DATE)
Interim Director

NAME OF ORGANIZATION (Subrecipient)

BY:_____
Amanda Edmonds (DATE)
Mayor

APPROVED AS TO FORM:

By:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

OMB Approval No. 0348-0040

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the

Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Subrecipient's Authorized Representative	Title of Subrecipient's Authorized Representative
Name of Subrecipient Organization	Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

Check **[ ]** if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

_____
Name of Subrecipient Organization

_____
Printed Name and Title of Subrecipient's Authorized Representative

_____
Signature of Subrecipient's Authorized Representative

_____
Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend $750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the $750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

☐ I certify that the Subrecipient shown above **does not expect** to expend $750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

☐ I certify that the Subrecipient shown above **expects it will** expend $750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

_____ _____

Signature of Subrecipient's Authorized Representative Date

For Washtenaw County Use Only

Reviewed By: _____ Date: _____

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **CITY** for the eligible costs of re-constructing **Curb Cuts**, as described in the Scope of Services, to meet the American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The improvement project will be paid for with 2015 CDBG funding in accordance with the budget in Attachment B.

Primary Locations
Buffalo St @ S. Adams 8 Ramps
Emmet St @ College Place 6 Ramps
N. Hamilton St @ Florence 8 Ramps

Alternate Locations
N. Hamilton St @ Olive 8 Ramps
N. Adams St @ Florence St 6 Ramps
N. Adams St @ Olive 8 Ramps
N. Adams @ Arcade St 6 Ramps
N. Washington St @ Olive 4 Ramps
N. Washington St @ N. Huron 4 Ramps
Arcade St @ N. Huron St 6 Ramps
Ballard St @ Olive St 6 Ramps
Ballard St @ Florence Street 6 Ramps

PROJECT TIMELINE:

Activity	Deadline
CITY will award contract to most responsible and responsive bidder.	2/6/2016
Contractor will begin curb cut work.	3/15/2017
Office of Community Development will perform Davis-Bacon Interviews.	5/1/2017
Contractor will achieve substantial completion of curb cuts project.	5/1/2017
Contractor will complete construction and OCED and/or CITY will perform a final inspection.	6/1/2017
CITY will submit request for reimbursement, along with accompanying sworn statements and required, original Davis-Bacon payroll forms and Section 3 compliance forms.	6/15/2017
Project Completion Date:	**6/30/2017**

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the **CITY** the sum of **Fifty Thousand Dollars and Zero Cents ($50,000.00) in 2015-2016 CDBG Funds** according to the budget below:

PROJECT BUDGET:

2015 Curb Cut Project Budget	
REVENUE SOURCE(S):	**TOTAL**
Grant Amounts – CDBG (2015)	**$50,000**
Other Support (In-Kind)	
Status of Funds	
Total Revenues	**$50,000**
PROGRAM EXPENSES	**TOTAL**
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	$50,000
Total Expenditures	**$50,000**

Resolution No. 2016 – 242
October 18, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of September 20, 2016 and October 4, 2016 be approved.

OFFERED BY: _____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

Draft

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 20, 2016
7:00 p.m.

I. CALL TO ORDER – Meeting called to order at 7:00 PM

II. ROLL CALL –

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

III. INVOCATION – Mayor Edmonds asks everyone to stand for a moment of silence

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 –

Mayor Edmonds introduce City Staff, Interim Manager Frances McMullan, Interim Clerk Andrew Hellenga, City Attorneys Jon Barr and Dan Deschene, Beth Ernat from Economic and Development, Bonnie and Cynthia from the planning department. Stan Kirton, Max Anthouard, Markus Macklemore, Kim Teamer, Rhonda from the clerk's office.

VI. AGENDA APPROVAL –

Moved by Mayor Pro-Tem Richardson seconded by Council Member Vogt

The Agenda is approved

VII. AUDIENCE PARTICIPATION –

Mayor Edmonds Opens Audience Participation

1. Bob K 706 Dwight St. Road diets, this thing has been studied MDOT needs to push on this. Potentially good things will happen if this is passed.

2. Dave Spensky 232 Oak St. Wants to talk about the solar project being presented tonight. Thinks it's a great project, have donations. Found a company that will lease us the equipment and pass the federal tax credit on to us.

3. Ms. Melvin 401 West Michigan Ave wants to thank City Council for getting things done over at Town Center. There are few items missing important to the tenants, mode and mildew in the apartments. Heating unit filters need to be replaced. Intercom problem in the lobby, people cannot contact help in the building. The TV in the community room needs to be fixed the windows need to be sealed for winter. The heat units are linking; the laundry units need to be

order. Mildew and mode on the laundry room walls, every 2 to 3 years there is a fire. The stair case no longer has an alarm on them and people can walk in and out with no issue. Once a year the fire inspector will teach what to do in a fire but does not fix it.

4. George Wallace 301 S. Hamilton, here to speak about resolution 14 the support for non-motorized crossing on 94. Second Baptist Church is on Hamilton Street, the church does understand the need for a pedestrian crossing on 94, but they believe the narrowing of the lanes on Hamilton Street will raise the congestion. There is a lot of traffic coming off of 94 and it would be an issue for people to get in and out of the traffic. We would hope that the traffic lights are set up so that traffic can flow freely.

5. John Delcamp 309 Oak St. allowing historic district commission to be deputized and be allowed to issue 300 dollar fines for failure to comply with whatever would be their opinion to what's an historic transgression or not. Have gone before the historic district for various reason, felt the people on the commission made their decisions subjectively. We already have a system set up where people can be fined for their neglect. TO deputize people who can give you a fine for a subjective point of view. I would not pay the fine if given to me I would hire a lawyer.

6. Ms. Melky 3302, here about the contract to Duve Construction, looked at the entire list. A lot of this is reputation and there are several places where there are no curb cuts but we're adding one to a place where there are three. We need to not approve this until something can be worked out.

7. Matt Ouenbrook 1213 S. Congress St. Michigan house building 4209 and 4210 Michigan marijuana act creating a state license I would like to ask the council to go back to the 2013 amendment and ordinance capping the amount of growth and dispensing license available. Would encourage allowing more business license for growth facility. Feels as if the money from the cannabis industry coming to Michigan could be coming to Ypsilanti.

8. Ann Stevenson 707 Collegewood wants to state that the historic district support the beauty of the city of Ypsilanti and it is vital for City Council to support the district for the continued survival of these properties. We are not deputized and meet every month the City development plan help us to make sure we are following the federal guidelines.

Mayor Edmonds closes audience participation

Mayor Edmonds says she appreciates Ms. Melvin coming forward and bringing these issues to the attention of the people and the council. WE are working everyday towards compliance for building requirements and permits. We continue to work closely with the Governor to help enforce these things. Working with the legal console with legal services in south east Michigan who are representing the citizens. Residents received notice their carpet was being replaced, but they would have to move their furniture and if they couldn't they would be charged. Trying to find other political pressure that could come from the state. WE are working on a number of levels on the codes and other bodies.

Secondly she wants to make note about Ms. Melky and the law suit the City is facing about the Consent contract but the City does not have the ability to make this choice right now. This is why it was tabled last council meeting.

VIII. REMARKS BY THE MAYOR –

IX. PRESENTATIONS –

- Resolution No. 2016-222, Fight Against Racism. – Council Member Nicole Brown

As moved by Council Member Nicole Brown seconded by Council Member Vogt

Council Member Nicole Brown says she would like to make more comments, EMU is her school and it is a community she holds near and dear to her heart. Painful these acts are happening in our yard, and that those who did these acts are caught and it increases conversations about this on campus to eliminate this in this community. We work really hard on these issues and this is a few steps back for us and it hurts that it happened.

Council Member Vogt says he has zero tolerance for this type of this attitude or actions and even less tolerance for comments he saw on mlive. I find that kind of behavior to be grossly immoral and can hardly talk about it when it happens and can think of no better purpose to spend time in this government body to fight this.

On a roll call, the vote to approve resolution No. 2016-222 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

- Huron River Watershed Coalition – Healthy Fisheries. (Presentation Found on Website)

A question was asked about the rocks and whether one can be moved to get a little bit of water flow. Anita Dalia says that we have had a resent dry spell and when it starts raining the water should start flowing again. Ms. Melvin asks if they would be putting any animals in the river, she says she hasn't seen any of them in years. Ms. Dalia says that they are not putting animals in but with the restorations they are hoping that the animals will begin to return to the river. She then asks if she is allowed to take questions from the audience, Mayor Edmonds says that they normally do not do that, but it's okay.

Mayor Edmonds does say she does have one question and it's something she spoke with HRWC partners with, she asks about the signage and where people fish and eat, and while they're recommendations about which fish can but people do not know that, as this is a basic public health issue. Ms. Dalia says on the signs that they have they can add the information to them and the DNR just came out with a new study on the effects of fish.

X. PUBLIC HEARING –

1. Approving the closure of the public alley, described as the north-south alley in the block bounded by Oak, Prospect, Maple, and River west from Prospect, are closed to through traffic via the installation of a physical barrier.

A. Resolution No. 2016-207, determination

Moved by Council Member Murdock, supported by Mayor Pro-Tem Richardson

Ms. Wessler says that the City received an application to close the stretch of the alley between Oak Street and Maple Street from the neighbors that surround it. They are concerned about through traffic and the speed of it. They are worried about the children in the area.

B. Open public hearing

1. Michael Kazurer- all four neighbors have agreed to close off the alley. They feel as if it would be a good thing as children live there. There have been high speed police chases through there.

2. Troy Abraham 324 Oak St. Here to offer support to pass this resolution. This alley is a 100 % safety issue to him as his family has small children. He would rather not see people fly up and down the alley at his home.

C. Resolution No. 2016-208, close public hearing

Moved by Council Member Murdock, supported by Mayor Pro-Tem Richardson

Council member Robb says he doesn't like passing resolution without any specifics in them. He would really like to narrow down what the alley would be closed. I understand what the neighbors are saying but those 4 neighbors aren't going to own those parcels forever. Want council to change the wording to be more specific so that council is actually passing something tonight.

Ms. Wessler says that generally speaking if there is no preference from the residents we just split it like we split the streets right down the middle. Mr. Kauzer says that he has a carriage house which the back of is an easement and Troy is okay where it goes or Mr. Kauzer says he'd have to drive all the way around to get to the back of his property. Troy said that he's okay for it not to be on the property line. Council Member Robb says this is more about zoning and they are trying not to create more issues in the future if they aren't the land owners.

Mayor Edmonds says that she agrees that they general split it in the middle but because of alleys that kind of thing happen. She says she understands Council Member Robb concerns but she's not worried about it. Council Member Murdock says that there is an easement from one property to the next, but that's the line, so what's the difference. Council Member Robb said we just need to make the alley closing specific and if it's at the easement it should go into the resolution. Council Member Murdock says that if that's what people want it then it should be put in the resolution. Council Member Vogt says that both council members have made a point that this is not ready for vote unless something more concrete. He says he thinks he knows what Council Member Robb has in mind and remembers the last alley closing, but he has no clue what they are talking about and where they need to be. Council member Robb says that Mr. Barr needs to weigh in on this with the language. Mayor Edmonds asks Mr. Barr to weigh in. He says that it is a descriptive but there isn't a second for the motion yet.

Council Member Murdock motions to place the barrier 15 feet northeast side of the property line at 323 Oak St. Seconded by Council Member Anne Brown.

Council Member Vogt asks someone to point it out on the map. Mr. Kazurer points out where the easement is and where the barrier would go. Mayor Pro-Tem asks again where they are putting the barrier. Mr. Kauzer says it's just north of the carriage house. Mayor Pro-Tem Richardson says so it's not at the end of the alley but in the middle. Which Mr. Kauzer agrees?

On a roll call, the vote to amend resolution No. 2016-207 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried\

Mayor Edmond asks Council if there is anything else that should be said about this resolution.

On a roll call, the vote to approve resolution No. 2016-222 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XI. **ORDINANCE - FIRST READING** –

Ordinance No. 1276

1. Adopting an ordinance to prohibit coal tar sealants in the City of Ypsilanti, to be new City Code Section 94-3

   A. Resolution No. 2016-209, determination

Moved by Council Member Anne Brown, supported by Council Member Murdock

Mr. Barr starts out by saying that several days ago the Washtenaw watershed gave a presentation on calcar sealants. What this does is prevent the use of these harmful sealants on City properties.

   B. Open public hearing

      1. Anita Dalia 1492 Ann Arbor, alternative to products that cover asphalt that are reasonably priced and many townships that have adopted this ordinance and working with state on this

   C. Resolution No. 2016-210, close public hearing

Offered by Council member Anne Brown, supported by Mayor Pro-Tem Richardson

Mayor Edmonds asks how we will inform the public that this is no longer a substance that can be used on their property. Council Member Robb says we can use the fertilizer broacher. Council Member Anne Brown says we can go through the building department possibly. Mayor Edmonds asked if resealing the driveway something that needs to go

through the building department. She then asks Manager McMullan to make a communication plan so we know who we need to send it out to. Manager McMullan says we can use Facebook or public media and do a notice. She also says that putting it in a broacher as Council Member Robb said is a good idea. Mayor Edmonds asks if we can put it with the water bill since that goes out to homeowners. Manager McMullan says we should be able to do this. Council Member Murdock asks if the Ypsi Township has done this ordinance. It was answered that the City of Ann Arbor has.

Council Member Robb asks Mr. Barr if we can add things to ordinances that just void them out after they become law. Mr. Barr says yes that is possible, you have to put a sunset prevention in it. Council Member Robb asks if we can do that for the second reading. Mr. Barr says that's within council power. Mayor Edmonds says she would rather not have that be a thing, as it may be countered by state legislative. Council Member Murdock says that just think back to the come agreement which went through various things with the state saying no, we're saying yes, and then we appealed but the state changed their minds; there is no reason to have a sunset on it. Council Member Vogt says he agrees with Council Member Murdock and leaves it on the book, there could be exceptions but this isn't one where you want to do that.

On a roll call, the vote to approve resolution No. 2016-209 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Ordinance No. 1277

2. Approving an Ordinance entitled "Thompson Block East Portion Rezoning" the rezoning for the east 0.2 acres of property addressed as 400 N. River from CN-SF, Core Neighborhood Single Family, to C, Center.

A. Resolution No. 2016-211, determination

Moved by Mayor Pro-Tem Richardson, supported by Council Member Anne Brown

Ms. Wessler starts off by saying that this a proposed resign of the rare portrait of a CN-SF to C-Center. CN-SF is a core neighborhood single family; c-center is the downtown business designation. When we were going through shape- Ypsi master plan we also had a planning and development application, as you may have noticed it has stalled out. In potential for ever comes next we are looking at the peddlements for redevelopment. Having the lot rezoned one thing it is an issue.

B. Open public hearing

None

C. Resolution No. 2016-212, close public hearing

Moved by Mayor Pro-Tem Richardson, supported by Council Member Anne Brown

Council member Murdock says that not a direct question but the old 107 east cross was not in the DDA. Ms. Wessler says she did not check the map. Council Member Murdock asks if combining the property put the 107 in the DDA. Ms. Ernat says we need a legal opinion on that as she was unaware that merging the lots would do that. Mayor Edmonds asks Mr. Barr if he has anything for this. Mr. Barr says no he would have to check with the assessor and look at the tax. Ms. Ernat says we can respond to that and get an answer. Mayor Edmonds says if that end up being the case that could be a substantial enough change. Ms. Wessler says this would affect this ordinance. Council Member Robb says we're not merging properties here. He then says this is the most unique parcel in the City. It's the only thing in the B-3 that's part of R-1 that is very interesting because they are literally 5 feet away and if you put business next to residential you cause issue. If we rezone this to be B-3 it can be developed and they can fill a whole lot in and put a store or a bar there and all the uses under center-district.

Ms. Wessler points out that there are two numbers one uses 999999 and that indicates that they are no longer their own thing. Also these parcels can't be used without each other as anything built there will have provided services. Council Member Robb says that we are working towards the new developer and getting things done, but it is a very difficult project to develop. He says zoning is about land use if 400 used disappear then you can do different things. He says his only concern is that we're encroaching on the business district further into R-1. The Planning and Development will allow us to say you can't put an apartment there but you can put a parking structure.

Ms. Wessler says that High Scope Institute is already on Cn-SF so that would be a pro there, so they would be a perfect case for a PUD. They are residential in structure even though they are a commercial use. So planning and Development and CN-SF would kind of unlock that parcel was something much larger any development in that area faces the same features and issues as Thompson block. Thompson block is Thompson block because it's not 400 River; High School Institute is the Hutchinson mansion. They are unique because of their historical land use. To the North are multifamily uses many other locations we do have the commercial uses next to multi-family units.

Council Member Robb says we want those multi-families to be single-families, so we down zoned those entire neighborhoods because we wanted those multi-families to be single family. Ms. Wessler asks why we would want to unlock a whole host of issues. Council Member Robb says we don't want to but I was just asking you your opinion on the matter, he asks is this being driven by development, if we didn't do this now are there any repercussions. Ms. Wessler says this is a cleanup; she doesn't know who the developers are but hasn't talked to them. Council Member Robb asks if two thirds of the Thompson building wasn't there how this would change your opinion. If there is no need to rush into this right, if the first two blocks of Thompson block was not there would you is saying we should rezone this to B-3? Ms. Wessler asks if he meant

the North 2 base or the South. Council Member Robb says the south two bases. Ms. Wessler says she would recommend that it stays center. Council Member Robb asks if those were to disappear you could build those buildings next to 113. Ms. Wessler says if it was zone center you could still rebuild it the same foot print, buildings make more money than parking lots. Council Member Robb says that entire L shape and have two parcels that have no building you could still put a building there.

Mayor Edmonds says she is going to support this and since we are a redevelopment ready community we can do this. She says that we need to be looking at incentivizing every property that we have. She says she thinks it's important that this is being done and that you will always have the issue of the commercial bearing in on the residential, but people still move there eve knowing this.

On a roll call, the vote to approve resolution No. 2016-212 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XII. **ORDINANCE - SECOND READING** –

Ordinance No. 1275

1. RESOLUTION NO. 2016-213, APPROVING AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 54 "HISTORICAL PRESERVATION", ARTICLE II "HISTORIC DISTRICTS", DIVISION 1 "GENERALLY", SECTION 54-43 REGARDING PENALTIES AND DIVISION 4 "CONSTRUCTION, ALTERATION OR MAINTENANCE", SECTION 54-85 "DEMOLOLITION BY NEGLECT" SO THAT VIOLATIONS OF SECTION 54-81 "PERMIT REQUIRED" AND SECTION 54-85 "DEMOLITION BY NEGLECT" ARE BLIGHT VIOLATIONS.

Moved by Council Member Vogt, supported by Council Member Nicole Brown

Ms. Ernat starts by clarifying public comments made earlier tonight the concern that the HDC being deputized is completely unfounded the ordinance change is for the current system to use the local AHB versus going to circuit court for any and every complaint. No one is being deputized, it's where we file the ticket, we are not looking to go to circuit court as its timely and costly to both the City and the person, we just want to keep everything local. So, we are trying to make this more enforceable. Ms. Kochanek is now double dutying as associate planner and HDC.

Council Member Murdock says he's a little confused as it stands now the building permit is in HDC you go to the HDC and they do whatever they do and they issue a permit saying you follow what they recommend. He asks if the enforcement on that is the

building department. Ms. Ernat replies yes. Council Member Murdock goes on to ask if something isn't done then it is the building department that goes on to enforce it. Ms. Ernat says yes it would be the building the department that would enforce this permit, if it is not completed the Building Department would have to issue and civil complaint ticket. As it stands now that would go to circuit court as a civil, by making this ordinance change the building department would make it so that this goes to the AHB. Council Member Murdock says if the building department is expecting the permit then they don't finalize the inspection. Ms. Ernat says yes but what enforcement mechanism would they use. She says the building code would allow the replacement the HD regulation does not. Council Member Murdock says the building inspector is our agent and we should incorporate the historic district into our building code. Ms. Ernat says they wouldn't be able to do that for the building code. She says we are not allowed to make that change to the building code.

Council member Murdock says we have made changes to the building code before. Ms. Ernat says we can't go against the state building code however. Council Member Murdock says that this is something that he wanted to happen for a lot of reasons, he says the question is what does it do and if there is any different way to do it and why do we have to do it this way. Ms. Ernat said that they looked into several different ways and through Mr. O'Jack this is the most efficient way they could keep it local and was not able to add it to the building code; chief building inspector has advised them.

Mayor Pro-Tem Richardson asked if a person can opt out of the Historic Emblem. Mayor Edmonds says the emblem is separate. Ms. Ernat says the historic sign is a different thing. Mayor Pro-Tem Richardson says even if it's their house they own the property they are not allowed. Mayor Edmonds says if you're in the district you are in the district. Ms. Ernat says that it is no different than zoning. Mayor Pro-Tem Richardson says that doesn't hindrance you making changes that are affordable to you. Mayor Edmonds says interior changes are not regulated, but exterior are.

On a roll call, the vote to approve resolution No. 2016-213 was as follows:

Council Member N. Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	No	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 5 NO: 2 ABSENT: 0 VOTE: Carried

XIII. <u>CONSENT AGENDA</u> – Resolution No. 2016-214

1. Resolution No. 2016-214A, approving the School Resource Officer Contract.
2. Resolution No. 2016-215, approving the minutes of August 23, 2016 meeting.
3. Resolution No. 2016-216, approving delegate and alternate to the Municipal Employees' Retirement System (MERS) 70th Annual Meeting.

4. Resolution No. 2016-217, approving appointments to City Boards and Commissions.

Moved by Council Member Robb, seconded by Council Member Vogt

On a roll call, the vote to approve consent agenda was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

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

1. Resolution No. 2016-200, approving Contract with Doan Construction, Inc. for Sidewalk Ramp Replacement Program. **(Tabled September 6, 2016)**

Moved by Council Member Nicole Brown, supported by Council Member Anne Brown

Mr. Duchene starts off by saying this was before council before and it was tabled to give the City some time to request some reduction for the amount of work for Prospect we reached out to the plaintiffs and the plaintiff was not open to reduction of work as proposed by the City Council. Council Member Murdock says we weren't trying to do a reduction of work but wanted to do other areas. Mr. Duchene says this was communicated to them, but they still said no. Council Member Murdock asked if we are still doing the ones on the list from last time, we're doing all the ones from Prospect road as well as the others. Mr. Duchene says yes the work that is proposed. Council Member Murdock says that the spent a lot of time talking about Cornell Road, it was supposed to be our next big project, but we reduced that down to doing basically the urgent road work. If you go down Cornell there are actually no curb cuts or walk ways going across Cornell. His thought was that possibly we could add some of those curb cuts and have nothing to do with the ABA thing and to get crosswalks on Cornell to create a traffic com which doesn't exist now. Mr. Duchene says he agrees with Council Member Murdock's intent. Mayor Edmonds says are you suggesting we amend what's on the table so that we can add other things to it. Mr. Duchene asks if he just asking about adding on Cornell, he says that if we work on the corner we have to complete that corner. If we put a ramp on Cornell we need a ramp going to the side street.

Council Member Murdock says he's just trying to get some ADA ramps. Mr. Duchene says that we need to do it right without stop gaps. Mr. Kirton says that with 16 ramps you're talking 4 grand easily, where is the money going come from. Mayor Pro-Tem Richardson asks if it's absolutely if we have to do Prospect now, can we do the cut on another street where they need to be done, instead of specifically on Prospect. Mr. Kirton says yes. Mr. Duchene says there are other corners that need to be done, he says that was the proposal we presented to the plaintiff and they said no. Council Member Murdock says what he is suggesting now is that they got a very good price for doing

this. Mr. Duchene says it would be best if we had the engineers look at it before we moved forward.

Marcus says that the contract would be subjective to additional work and secondly we're setting up a work session so we can bring that up in that discussion. He says we can take a look at it and make some suggestions and talk about it with Council. Mayor Edmonds says that we tabled this specifically so we can go back to find out if there is any flexibility, the answer was no and we need to look at other possibilities in the Oct 11 Road session. Council Member Murdock says he wasn't trying to link these to the ADA ramps, Collegewood and Roosevelt there are stop signs but no stop lines, if nothing else happens I would hope we could do that. Mayor Edmonds says if there is anything else anyone would like Mr. Kirton or Marcus to look at please have it to them no later than the 30th.

On a roll call, the vote to approve Resolution No. 2016-200 was as follows:

Council Member N. Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 6 NO: 1 ABSENT: 0 VOTE: Carried

2. Resolution No. 2016-218, reaffirming support for the Non-motorized crossing of I-94 and Lane Reduction of Hamilton, Huron, and Washtenaw.

Moved by Council Member Murdock supported by Council Member Nicole Brown

Ms. Wessler says this is not a new action but a resolution of support. Towards the end of 2015 there was a breakdown of communication between us and MDOT when it was communicated we were not interested in these projects. This resolution just reaffirms that we are interested in continuing with the studies.

Mayor Edmonds says this isn't signing us up for some specific plan or piece, it's just saying that yes we think there are issues along that stretch, but we are not taking away any lanes. Council Member Murdock says that the modeling is still being done. Ms. Wessler says that we may have to engage with another consultant for the lane reduction. Council Member Murdock says there are a lot of issues with MDOT and the trunk state line to two lanes and a massive under taking, several issues with Cross Street and W. Cross with walkability. Also timing with ADA with when they are going to do their resurfacing. He says that some of these will all be on conjunction. Council Member Anne Brown said when they voted they wanted staff to discuss with second Baptist, has there been any feedback? Ms. Wessler says that once this gets going they are going to contact them for a special session. Mayor Pro-Tem Richardson says she's whole heartedly agree with Pastor Wallace, the hours from 3-6 is almost impassible

and it can take as long as 20 to 30 minutes to get to the other side. She says she always felt they needed proper pedestrian crossing for 94 and when traffic isn't slowed down people do drive fast and accidents do happen. Even with the bike lane the delays on Michigan Ave is long. She says people take different routes in the morning and could in the evening if they could. She says something needs to be done but putting in bike lanes is not the answer, she says we just have a lot of cars on the road. She was talking to someone last week and if a family has a mother and father and 3 children that's driving age there might just be 5 cars at that house.

Mayor Edmonds says this resolution is just saying that we need to get moving again.

On a roll call, the vote to approve 2016-218 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Council Member Anne Brown asks Ms. Wessler if this would include the pedestrian crossing. Ms. Wessler says this project doesn't include that because this project will be 2022 and we want to finish the others before that.

3. Resolution No. 2016-219, extending the completion and certificate of occupancy deadline until March 2018 for the complete renovation of 13 norths Washington for the development of Back Office Studios.

Moved by Council Member Anne Brown, supported by Mayor Pro-Tem Richardson

Ms. Ernat starts by introducing Sim Cho from Back office studios, this was discussed at the last meeting and the packet lays out the delays.

Mayor Edmonds says that she would support this either way but because the owners are downtown everyday not because of that project but because they work for SPARK East it isn't hard to find where they are and what they are doing every day. These are already people well integrated the downtown area who is going bring back a long vacant project.

Council Member Robb asks how did this happen, who was supposed to be doing this and why didn't it happen. Ms. Ernat says we have new project management software that popped up after this and we will flag these projects so that we can continue to follow them. Council Member Robb says his next question is for Mr. Barr says he wants to approve this but wants to know that we are extending something that is 7 weeks late, his question is how we can extend something that is expired. Mr. Barr says the according to City Charter all the power is in

this body so the short answer is yes you can amend it. Council Member Robb then says so what we did last November was meaningless because no one followed it. His concern is if it is extended then the resolution was made meaningless. Ms. Ernat says she wants to address this in the sense that she will take full responsibility for not tracking projects but in this case the person has been in full contact with them telling us their delays. When we're not in contact with people that were our tool to say now we have the chance to revoke this. She says she would disagree that it's meaningless as it provides us a mechanism to pull our support. Council Member Robb says no what we did in October was meaningless.

Mayor Edmonds asks him to clarify. He says in October we passed this saying that to receive the tax benefits you have to do certain things, those things weren't done 7 weeks later and now we're just no extending it. Everything we do we set precedence. Mayor Edmonds says she fully disagrees as we granted them an OPRA, as some pieces haven't moved forward as if they should, but they have stayed in touch about it and this is exactly the reason why we have this tool and ability to amend this tool. Mayor Pro-Tem Richardson says she remembers that we have extended this same kind of scenario in the past, one of the things that makes a difference is that staff is saying that it wasn't just ignored, but they did keep in touch with them.

Council Member Anne Brown says she believes council member Robb would have appreciated that in the 7 weeks council received more of an update. Council Member Robb says we have never extended and OPRA that is not a true statement we have never done that, he says he guess if he could ask one thing would be could they do something about the partially reconstructed wood. Ms. Ernat says no as the OPRA was a piece of the CRB funding and that work cannot be completed until its approved, if it is completed beforehand it is no longer eligible. Council Member Robb asks why that was started if you weren't OPRA ready. Mr. Cho says they were OPRA ready when it started but because the com around the area is so low it cannot meet the SBA and get approved and they still want to invest in the community and put their own house up for collateral and had to restart an application. SBA is not happy about this and wants them refinance and they are currently in that phase, Chase told them 6 to 8 weeks two weeks ago.

Mayor Edmonds says that with these projects there are people who can tell you when to start and stop. Council Member Robb says he understands that but why are we giving them 18 months at this point when we gave them 9 before. Ms. Ernat says that at that point they were funded and prepared to move forward however at the final underwriting and issue came up that stopped the project. Council Member Robb asks if the state has the OPRA. Ms. Ernat says the state has the OPRA but has not approved it yet.

Council Member Murdock says the OPRA is granted right. Ms. Ernat says it's approved its not in effect as doesn't go into effect until the CRB is approved and construction commences.

On a roll call, the vote to approve Resolution NO. 2016-219 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

4. Resolution No. 2016-220, approving the installation of solar paneling on the Fire Station Roof.

Moved by Council Member Vogt, supported by Council Member Nicole Brown

Chief Anthouard says the project was about two years ago when it started. The project will hit three goals, reduce cost, reduce the emission, and using some renewable energy, very large system that is going to be placed on the roof, by far the largest in the city as far on the building. Going to produce 50K of energy which is 72% of the consumption of the fire department going to cover about little more than half the surface area of the roof. He says he doesn't need to convince the Council of the installation itself.

Mayor Edmonds says it makes sense and those who can't take the tax credit can take it. And we will be able to expand it to more non-profit organizations for the savings. Council member Vogt says this is an excellent use of City money you are leveraging the 20,000 donation and the tax credit which would be of no use to anyone. It's a tremendous result and saving for tax payers. Council Member Murdock says the pay back is going to be about 5 ½ years. He says he thinks it's a great project and this is our biggest undertaking for solar and it's well worth the expansion. Mayor Edmonds says she would note that DTE is being slow on activating systems once they get approved.

On a roll call, the vote to approve Resolution NO. 2016-220 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XV. LIASON REPORTS –

A. SEMCOG Update
   a. Meet Friday- doesn't know if they have a meeting since the tour
B. Washtenaw Area Transportation Study
   a. Meetings tomorrow
C. Urban County
   a. Met two weeks ago, not a lot to report bought up discussion on land bank
D. Freight House
   a. Slowly approaching the certificate of occupancy envisions is just about done. Couple of more things to do
E. Parks and Recreation
   a. Didn't attend last meeting trail town meeting scheduled for next Friday, Friends of Peninsular park will meet Monday, send draft bylaws to Mr. Barr for the Senior Center
F. Ypsilanti Downtown Development Authority
   a. no update
G. Eastern Washtenaw Safety Alliance
   a. Sending out a schedule
H. Police-Community Relations/Black Lives Matter Joint Task Force
   a. At last meeting subcommittee looking at forming citizen review came back with recommendation for mission and values and next steps, to include City of Ypsilanti and EMU
I. Friends of Rutherford Pool
   a. Two Saturdays ago met at city hall for strategic planning for the next five years for Rutherford pool and will be presented at next meeting to determine next steps

XIII. COUNCIL PROPOSED BUSINESS –

Mayor Pro-Tem Richardson- The flower pots in downtown this year was terrible and they just didn't pop, it was nothing there. That was something else I noticed on the tour, but they had their flower pots along the street. Ours left a lot to be desired this year. At the convention last week there were really a lot of good things that were presented one that came out of the presentation that was done at the women in government, the speaker was in Ferndale. They have fantastic things going on and we need to sit down and talk with them to find out how they did it. They did something with health care in which they no longer have to pay health care. She goes on to say they are doing innovative things.

She wants to mention the fact that there is a human trafficking house on Madison Street and the Chief has been doing some tracking on it. The neighbors are very concerned about it. This needs to be taken care of.

Chief DeGiusti says the park associations meeting we had this discussion again. It's hard to get feds to work with them. Have had police car parked outside of house for 2 weeks no one has come or gone since then. He also says the EMU student's presentation was great.

Council Member Vogt- Interim City Manager sent a right of road email and trying to pin down a map or description that shows if superior is anywhere in the limits. Manager McMullan says Mr. Kirton seems to think it is. Council Member Vogt says the reason being is to determine is Superior should be involved in the truck route.

Council Member Murdock-Was going to ask for an update on the Town Center after the final inspection on the 26th. At the last meeting the Mayor said we would get a list of committee vacancies but that never arrived. Mayor Edmonds says she and Clerk Hellenga discussed that the other day and he was reaching out to other departments. She asks him to look at the word format that McMullan use.

Council Member Murdock and Robb are having a town meeting at the freight house. Friday friends of Prospect Park are having a meeting to dew the playground equipment.

Council Member Nicole Brown- reports she gave

Council Member Anne Brown- House on Roosevelt the man is still living in there the Sheriff was supposed to show up. Mr. Barr answers this that says a house at 1404 Whitaker is slowly decaying the City has been after it. There is a circuit court matter, the City is going to receive the house has the owner vacated and the house will be bought up to code. There were set backs in the case for a number of different reasons but the receiver was given the notice to vacate. The other day the owner was evicted and the Sheriff was there removing all of the property. Mr. Barr said we gave him chances, we believe the receiver is salvageable and people are bidding on the property.

Council Member Murdock says 203 Summit has been falling apart for years and asks if there is anything about that. Ms. Ernat explains that the property in question the owner has been notified several times and we are in the process of preparing the property complaint to go into circuit court.

Council Member Anne Brown asks for an update on the train stop. Ms. Ernat says we have been in contact with OHM and we are trying to get hard and dead timelines from MDOT and AMTRAK to enact public meetings to discuss the time line, and get the presentation prepared for council better decimated to the public.

Council Member Anne Brown says that Detroit just celebrated their DTE Solar Field so is there any plans for Ypsi. Manager McMullan says they wanted us to release our press releases together and DTE wanted to spear head that and Ms. Wessler was on hold about that.

Council Member Robb- Next meeting can we have a presentation on parking, want to understand how many tickets we're looking at when Duncan turns them over and what we've done with them in the interim and how many of those tickets have now expired. Dearborn has handheld devices connected to Clemence and when someone gets more tickets that have allowed the towing is called. Does the City have handheld devices such as this? Chief DeGiusti says they are connected but do not have the ability to tell you when it's 6 or more. Council Member Robb says we used to have that. McMullan says when we switched over we received new receivers.

Mayor Edmonds says we can look at this in the future. Council Member Robb says if we don't have a list we aren't turning anything over to the secretary of state office. Manager McMullan says that when we just got clearance we found out that currently it was only allowed through the police department so we are looking to remove some of those names off of there. She says we have access and authorization to look but no authority to place. Council Member Robb asks are we doing collection right now. Manager McMullan says we can only do collections based on our system and we were going to send to collective, but we were stopped and told we had to send it to the 14 A District Court. Manager McMullan says we can find out if we have tickets over 90 days, it's not true that we're not collecting we have sent them the letter. Council Member Robb says so after 90 days no one is paying tickets, he asks Ms. Uy if she can send month by month tickets to council. He asks if we appeal who does it go through us or the court house. It is answered the Court house. He asks if when we switched to them two years ago, they sent us money, so we are getting the same thing. Do they tell us what tickets are getting paid?

Manager McMullan says no. Manager McMullan says to talk about the revenue we're doing good and it would be more equivalent if we had Duncan. Council Member Anne Brown says she has a

letter that was for a ticket in 2009. McMullan says it was generated here; we initiated the collection process for all of the old stuff that was done. Council Member Anne Brown says that we didn't know until that letter was sent in. Council Member Robb asks if we just given up on the Duncan. Manager McMullan says that we got all the tickets from the data from Duncan. Council Member Robb says if people don't voluntarily give us money we just don't receive money. He says we have no idea why they send us money. Manager McMullan says 14 A does not tell us what they collect money for. Council Member Robb says we have no way of doing collection no way of knowing how much anyone has paid or who has paid and there is no other way to know unless the Court says we waved them. Chief DeGiusti says even when Duncan had it there was no way to tell who was making the payment. Council Member Robb says that even if it comes through collection we have no idea who paid. Manager McMullan says we actually preferred to use a collection agency, but we were stopped the Attorney said it was a state law.

Moved to extend by council Member Vogt, seconded by Council Member Nicole Brown

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

Mayor Edmonds- had the chance to represent Ypsi at the American Legion with the Police and Fire Chief and several others and she appreciates all the others. We also had the chance to hear from Herman Kettle. She asks if Manager McMullan can follow up on the school districts building the bus garage. Something she mentioned back in spring was the budgetary hosted by the league of women voters. Something all over the country has used. Had a little time to go up to MML convention early and met with the former mayor of Ypsi from the 70s.

Nominations

<u>Zoning Board of Appeals</u>

Franciso Garcia – **(Alternate)**
306 N. Adams #3
Exp: September 2019

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

Manager McMullan just wanted to remind council about the Forum MML City Manager Search. Invitation is coming out, and people have been contacted though several said they are not able to make it due to scheduling. She says she too attended the MML Convention and found out a lot of Cities are much like Ypsi. She said she did enjoy the place making secessions and this time they were very motivational. There were a lot suggestions and encouraged us to stop looking for outsiders to come in and bail us out.

Mr. Barr says that there was article in the paper that many communities on the East Side of the state is suing the state because they claim the state of Michigan have deprived local government of about 2 billion dollars in state shared revenue over the years. Another article that said that wages of City employees have increased about 1/3 of the federal state and county government the state is not sending the money down until City cannot pay adequate wages to their employees. He says Ypsilanti is ahead of the curve. The thing that was done tonight was allowing the HD to go down to the hearing bureau which will save money in the long run.

Manager McMullan says she received a call from Suzanne Pauley and they are donating 500 parking meters with no cost to us.

Mayor Pro-Tem Richardson says the law suit Mr. Barr spoke about was on the MML agenda and they are looking for other municipalities to work with them on this. She says she believes that this should be on the agenda and we should get Tony from the League to come do a presentation and look to see if we want to get on the law suit.

XVI. COMMUNICATIONS –

- October 4th Council Meeting at E.M.U. – McKenny Hall Ballroom
- October 11th Special Meeting – Working Session on Roads (7:00 p.m.)
- November 15th Joint City Council and Ypsilanti Community Schools Board Meeting will be held at Ypsilanti International Elementary School (503 Oak St.)

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT -

Resolution No. 2016-221, adjourning the City Council meeting.

Motion by Council Member Nicole Brown, seconded by Council Member Vogt

Draft

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
EASTERN MICHIGAN UNIVERSITY – MCKENNY HALL BALLROOM
YPSILANTI, MI 48197
TUESDAY, OCTOBER 4, 2016
7:00 P.M.

I. CALL TO ORDER – Meeting called to order at 7:00 PM

II. ROLL CALL –

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

III. INVOCATION – Mayor Edmonds asks everyone who can to stand for a moment of silence

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. AGENDA APPROVAL –

Moved by Council Member Nicole Brown, Seconded by Council Member Anne Brown

VI. INTRODUCTIONS –

Mayor Edmonds begins with introducing Interim City Manager McMullan, Interim City Clerk Hellenga, City Attorney Mr. Barr, Finance Director Marilou Uy, Economic Development Director Beth Ernat, Police Chief DeGiusti, Fire Chief Anthouard, DDA Director Joe Myer, DPS Director Stan Kirton, HR Manager Tarina Myris, Zach Fossler, Anthony Williamson, Marge Preston, Markron Jackson, Russ Oswell, and Chief Haze

Russ Oswell thanks the City and Mayor and Community for the help and support over the last two weeks for the vigil and forum. Having the Council on campus provides a sense of community to the students in a broader sense. He says that EMU has many projects that they partner on with the City and Community; he thanks the students for coming out. Student government has been important part of EMU this year. He finishes by thanking everyone for coming out.

Interim City Clerk Hellenga reminds everyone that Oct 11 is the last day to register for the November election. To register you can go to your local clerk's office, IDs to be used to vote is driver's license, state ID, school ID, tribal and military ID. Like to invite anyone to become an election inspector at 1 South Huron. Clerk Hellenga says they are open the Saturday before an election day and can request and absentee ballot. There is a new polling place at the Honor's College for Ward 2-4 and Ward 3-1

VII. PRESENTATIONS –

VIII. AUDIENCE PARTICIPATION –

Valarie Brannon 318 Washtenaw- Ypsilanti Housing Commissioner, resolution 2016-233 we are pushing to hire minority employees and contractors that is why our assistant director has been making an effort to go to meetings and release data want to be as transparent as possible. We have sent data to a head of time, in terms of the item we feel uncomfortable releasing someone else's name, race, and other information. That is not our data that is someone's personal data. She says she personally feels uncomfortable releasing that information without permission. They are willing to release their information to them, and have meetings that they are inviting the Council to.

Pearlen Johnson- 132 Bills Street- she has lived in Ypsi since 1956 she wants to know about the contamination, she says when she first moved to the site the dump was there but it had been gone for years. It was there for years until they closed it down, and she is just now hearing about the contamination.

Sherisha Lamar- 123 Bills Street, we are concerned about the zoning in that neighborhood, it has been there for over 50 years and they did not put it there and if it is contaminated it should be clean. They are concerned about the character and preservation of their neighborhood.

Michael Simmons 128 Bills Street- first of all he'd like to say that he is appalled that he had to learn from a newspaper that it is contamination there. They have been fighting the against the City to take care of their responsibility on that property for 20 years. Can't understand why council did have a community meeting to communicate with everyone. If there is contamination on that property then the City has skated their responsibility. Wants to know what is really going on about this. Upset the City is trying to relocate people without getting their consent or telling them what has happened. Appalled that they can make a decision about a residential area without consulting the residents. Wants Council to immediately to get with residents to find out what to do next.

Carter Simmons- Living on Bill Street for the longest used to dump dead horses, and pigs. What makes him angry is that the City will tax people for not cutting their grass, but won't even take care of their own property. When they cut the trash across the street they try to charge him for doing that, which comes from the dispensary. It's a headache for our community, but no one lives there. No police will come over to them, when the City was trying to take Mr. King's property there were signs for no parking now that the property is taken the signs are gone. Upset that the City won't take responsibility for their properties. It's a disgrace that the area is contaminated.

William Breadener- Student at Eastern- came tonight to mention the resolution 2016-232 because I wasn't aware that there was a contamination issue in Ypsi either, I work with the EPA and find environmental issues interesting and ask if the MDEQ have looked into brownfield or superfund designation with the EPA or look for responsible parties and help fund any resources or actions that need to be taken. Ask the City to support the transit authority, Ypsi great but there is a transportation issue and other cities have transit systems that make them more appealing.

William Simmons- Eastern Wayne County- Family has been in Ypsilanti all their lives and so have the council too, it's just appalling that they had to read in the paper to dislocating the people on Bell Street. People been there all their lives, houses paid for. They need to get this right because there's a storm coming, if council doesn't get it right now they won't get it right later as people are going to be watching them.

Mayor Edmond closes Audience Participation

Mayor Edmonds say she agrees with everything everyone has said about Bell Street and the council asked staff to make a presentation to explain everything that happened. She wants to understand if the City is responsible; some Citizens said they wanted the option to move. She says that the zoning is issues because now some people can't sell their houses and get mortgages. Some residents have been told they can't sell because of the contamination. How much will it cost to clean up, everything we need to understand about the contamination, is it affecting residents directly or indirectly. It is a really active issue, need input for residents. That community outreach meeting was a state of a state for the residents to tell them what is going on and discuss it.

Mayor Pro-Tem Richardson says she is really happy to see people from Bell Street this evening, she hasn't been there recently but she has been down there to help work on the situation because it is an eyesore. She is a resident of the City and used to work across the street there and the dump has always been an eyesore and smell sore and a trouble spot for the community. Even though she was away for a while when she begin to hear some of the things that were dumped in there. She asked staff for a meeting about it, but staff doesn't have a solid plan yet, she says she will meet with the residents whenever they are ready.

Council Member Anne Brown asked about the Simmons family and I said I have known they have lived on there for the longest time. She says she agrees that the entire council needs to meet with the community. Mayor Edmonds says that they asked the staff to prepare a report for a community meeting.

IX. <u>REMARKS BY THE MAYOR</u> –

X. <u>ORDINANCES - FIRST READING</u> –

Ordinance 1278

1. Adopting budget adjustments due to failed Water Street Millage on August 2, 2016 be approved on First Reading

Moved by Council Member Anne Brown, supported by Council member Nicole Brown

A. Resolution No. 2016-223, determination
B. Open public hearing

Close Public Hearing

C. Resolution No. 2016-224, close public hearing

Manager McMullan starts by explaining how the water street amendment failed on august second, and staff presented Council with ideas on what could be cut that would help the budget due to the failed water street millage. Department heads went through their budgets and they came together to present to city council a list of budget adjustments. Council has reviewed a total cost saving of 852,285 leaving the deficit at 670,000 for fiscal year 16-17 and FY 17-18 a surplus of 634,000. That is before council today they were directed to go back and review what was presented and bring back their own suggestions. That is what will be heard tonight and deliberate what will be included in the 16-17 budget adjustments. She then asks if she should go over what was proposed. The cost reduction relied on deferring the capital projects leaving positions vacant eliminating positions, these include 3 police officers a

deputy clerk and a property manager clerk. Planning department positions, planning intern, HD intern, clerk office elimination of part time position, human resources city manager's office the elimination of the media intern, the HR manager and Assistant City Manager, this would end in a combination of the Assistant City manager and HR Manager as well as the addition of a HR generalist. This would work short term but is not a sustainable solution and it was determined that the capital projects slated to be delayed can only be delayed for so long and we decided that we needed to get a new normal for the City and not offer the same level of service we have been. We proposed some revenue enhancements one of them being a street light assessments, sell of city owned property adding additional parking, these were some of the things we thought might give us long term substantial revenue, ultimately council will decide if we are to bring the water street millage to the people on a later day.

Mayor Edmonds asks for Chief DeGiusti to talk about the cuts in the police department. Chief DeGiusti starts by explaining that these positions are positions not filled. It would not create layoffs; it is some pressure on the clerical staff. Will need overtime. Mayor Edmonds asks what the impacts on community policing would be. DeGiusti says that we have the DDA officer and school resource officer which is funded by the school for the most part. There are community policing pieces but you are correct, the few officers we have on the street and the follow up the certain cases because we have fewer detectives, it is time consuming and time is a factor. Council Member Anne Brown asks if there are any opportunities in relations with the Sheriff and Eastern in terms of patrolling. DeGiusti says that has been sustained and we really haven't stopped that. Eastern Washtenaw Safety alliance is still alive. Council Member Anne Brown asks if you could use that relation to lessen the strain on officers on call. Chief DeGiusti says that's not really a viable solution as the cars being used by the Sheriff department are contracted out. They are more than willing to help us when we need it, did cross patrols over the summer, but as far as day to day it's not feasible. Mayor Edmonds asks how the cuts affect the property room and records clerk. DeGiusti says the records clerk does a lot of things making sure the records are right and freedom of information work and she is pretty overwhelmed most of the time, when she needs to go on vacation there is no one to back her on that. It falls on the Admin Assistant so she has to do both jobs.

Council Member Murdock asks about the 29 officers and said that one was on family leave and the other was serving. DeGiusti says we have that come up from time to time one officer is deployed and another officer is only family leave, another officer was injured and will be off on medical. This causes over time issues and it is really 26 and this is compounding with issues that come from having over time like moving days off and canceling vacation. Mayor Pro-Tem Richardson asks that once the records clerk is on vacation the admin assistant has to fill that position, she asks if we could possibly put a slight budget addition there for a temp to come in at that time. DeGiusti says that this is a lot of confidential information and to bring someone in for a week to do that job is ineffective. Council Member Robb says that reducing by three we have unbalanced shifts. DeGiusti says no we don't as we only have 2 detectives right now who handle the harshest cases; everything else is handled by the officers from start to finish. Council Member Robb says

how many people we have on road patrol. DeGiusti says 5 people for each shift without taking form the detective. With 32 people we would have had extra people for other places. If there are fewer detectives then road officers have to do detective works rather than being on the road making it less efficient. Council Member Robb asks when we start to see retirements. DeGiusti says we have many people in the drop system with Lt. Ebertson who is 3 ½ years out, there are several who have not entered the drop program.

Council Member Murdock motions to reopen public hearing, Council Member Anne Brown Supports it

1. Bill Welsh 700 Cambridge St. I voted in favor of the millage, the millage vote took place on a 5 pm on a Friday afternoon for the most part. I don't understand why there wasn't more of an effort to educate the public on the ramifications of this and not reopen it in November when there is a larger turnout that is a mistake. We're talking about big cuts and restructuring a town. Going to repeat a rumor he heard said by the former city manager the Citizens need to feel some pain before they come around to supporting this millage. He says he feels like they are being bullied why weren't they perfectly clear about the full extent of these cuts instead of saying city services will be cut. It seems like it's too late now.

Council member Anne Brown motions to close public hearing, Mayor Pro-Tem Richardson supports it

Mayor Edmonds says that several of them went knocking on doors trying to educate people. August was the first time they could have an election following the spring time, there was things leading up to that, and had good luck with careful planning. Decided to put the millage on the first immediate ballot. Council Member Vogt said that respect to Mr. Welsh comments, every City Council for ten years has been explaining to Citizens what the problems are and state has illegally has refused to share money with the cities statute amount which is approximately is our annual deficit, and instead they gave money to political cronies. The rescission caused such a drop in property tax values that we are in a structural permanent tax cut. WE cannot get that back simply by new construction, state has cut personal property tax and we still get shorted on 100 million dollars a year by fire protection from the University. Potentially any of those could have solved our problems without even worrying about water street in fact it could have helped us with water street. On the other hand people have told us they don't want more tax they want us to make more cuts, this is a democracy so we're trying their approach to see how we can do, cut a little further to see what works. So when we do go back and people will be able to see we did what the majority wanted and if we succeed will get close but not close enough. The Chief is doing the best he can but the reality is the effective police force is half of what it was 10 years ago. There are just a massive numbers of problems. In terms of the City Council not doing enough, 10 years of City Council explaining this to the public. We need to cut further and show them what we can do and show them the outcome will be exactly what we said it would be.

Mayor Pro-Tem Richardson says that salary and wages it says combine ty manager and HR manager at 63,000 and fringe benefits. She says she thought they had eliminated the Assistant City Manager position. Mayor Edmonds says it's eliminating Assistant to the City Manager and a

combination of Assistant City Manager and HR Manager. McMullan said the former City Manager laid out some things and as her understanding on an interim basis they were not to mess with anything and he would like to do a combination of Assistant City Manager and HR Manager and presented documentation that showed that. This is why it has not been eliminated. Mayor Pro-Tem Richardson says this is elimination of that. McMullan says yes that is what was proposed. Mayor Pro-Tem Richardson says this would be a new position. Mayor Edmonds says it would be like when April was around she was Deputy but also did HR work. Mayor Pro-Tem Richardson says will be in here as a new position? Mayor Edmonds says it's combing the HR position with an existing role. Council Member Murdock says we have a vacant in HR and assistant what we are proposing is to combine this. The new City Manager will make that appoint or suggest something different until the meantime they will stay vacant. Mayor Anne Brown says it doesn't look like elimination but a combination. Mayor Pro-Tem Richardson says the Assistant City Manager was eliminated, I agree with Council Member Murdock that should be a call on the New Manager. Council Member Anne Brown says that we should keep the HR position as it is a contract position then let the new City Manager make that decision. Mayor Edmonds says that Council Member Anne Brown says we should extend the HR contract through the first quarter. McMullan says the contract expires December 31st so we will have to come back to visit that. Council Member Murdock says that the whole point of that was to hire a City Manager while we're talking about the new Manager coming in December or January until the New Manager can make that decision, we're looking at merging those positions in theory. Council Member Anne Brown asks why we would merge.

Mayor Edmonds says that Ms. Grinzinger from MML is going to send her an updated timeline on where they are. Mayor Edmonds says what she wants is someone in place by the end of the first quarter. Council Member Anne Brown says she has a question about the second treasurer clerk part time position, it was suggested that there were two clerks in that position one would be going up stairs to accounting and one would be made full time. McMullan said that was not the suggestion the suggestion was to utilize one of the unions of employees and use the other half of their time to support the deputy clerk. When we went to find out how to cut the deputy clerk generalist it was one of the jobs listed by the treasurer to be cut. That job already existed and was not created recently; it was one of the things that could go. The treasurer technician is a union position and they are not allowed to take on non-union job duties. The other person was a non-union employee that we could use on a full time basis. Council member Anne Brown asks if there were two part time individuals and you are just asking to eliminate one. Mayor Edmonds asked why are there positions in the clerk office that are non-union. McMullan said that there was an election clerk prior to her tenure that was a union member. Former Manager Koryzno eliminated the position; she says her entire nine years that has not been a clerk union position.

Council Member Vogt asks about the building inspector 5628 current year 2632 negative could you refresh our memories on what we're proposing to do. Manager McMullan asks Ms. Ernat to come up and explain it. Ms. Ernat says that was the addition of one employee to the building department. This position is actually self-funded so it is an

increase to the line item but not the overall budget. Council Member Murdock says that previously we decided there were going to be several bites of this apple that we're going to have to do; this is just the first attempt to get things under control and move towards a balanced budget. What we're doing is not filling a lot of vacant position and delaying some capital projects that will have to be completed in the future but will need to be postponed. That is generally what is going on, we've added additional revenue, and there are a couple expenditures I want to talk about. Mayor Edmonds says that they have some budget items on the screen that was sent out by Council Member Murdock.

Council Member Murdock made three small amendments to the expenditure side and the first one would be the city conferences back to the original budget in fy 15-16 which was 2300 dollars which was over spent this year the saving was not enough it will save us 1700 the second year and 1000 the first year. The second one is the Stewart trust system which is a safety issue but it's really not and it's going to be removed. The very last minute in the budget we added a 10,000 subsidy for the senior center for this year and last year we are eliminating the subsidy for Parkridge we should eliminate the other two. On the revenue we have the sales from the old iron field at 45,000, the boys and girls club at 200,000 both of these are revenue. Entirely different set of issues with the landfill than trying to sell it, usually when we sale property it goes into our land revolving fund to be used to purchasing additional land or for the water street debt, if it comes in we can use it at that time but we have to put it in the budget. There are a lot of plans for revenues to putting parking meters in depot town. We need to look at a comprehensive parking plan before we start putting meters everywhere. Lastly the street lighting special assessment, there was quite a debate about this last time and was nearly approved, we opted for the millage instead. We should vote on the street light assessment. This doesn't eliminate the 25,000 but it basically mean we'll have a balanced budget in 2017 but we'll have delays on capital projects, but we have enough time when we get a new City Manager to review all of this and go back over it.

Council Conference Amendment moved by Council Member Murdock, supported by Council Member Nicole Brown

Discussion: Council Member Anne Brown asks if that will be revisited in 2017-2018 or is it for both. Council Member Murdock says it's for both. Mayor Pro-Tem Richardson says she would rather see it cut in half than go down to 1700, she was told that it would only be reduced to 2300.

On a roll call, the vote to approve the amendment for Council Conferences was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Council Member Murdock moves to remove the Subsidy for the Rutherford pool and Senior Center in 2017-18, seconded by Council Member Vogt

Mayor Pro-Tem Richardson says we just like to keep in mind that when we cut the subsidy from the Senior Center, Pool and Parkridge these are our buildings we have to be careful that when we cut we don't damage the building. When the City doesn't pay utilities it puts the buildings in danger. She understands we want to cut money for three of them but we have to take care of the buildings. Council Member Murdock says that the money that we spend for the maintenance for the buildings is not the 10,000. This was extra money we did in the last year only. Council member Vogt says he reluctantly supports this and this is one of the things we warned about if the ballot proposal fails, I don't want to do this but it's necessary. We simply do not have a choice. Council Member Anne Brown asks if the elimination from Parkridge is 60,000 or 11,000. Manager McMullan says its 49,000. Council Member Anne Brown asks if there has been any conversation with WCC or Mr. Barfield. Manager McMullan says they have not seen a contract. Mayor Edmonds asked Council Member Nicole brown as a member of the Rutherford Pool Board what are the implications of this cut. Council Member Nicole Brown says that not supporting our local service is a disservice to those community members. As far as the pool is concerned we've worked on strategic planning for the next 5 years. She says this is a detriment to them, but they were also aware that if the millage didn't pass this would be something that would happen. Mayor Pro-Tem says she feels the same as council member Vogt and Nicole Brown, she will vote in favor of this but the subsidy should be put back in the budget as soon as possible. Council Member Anne Brown asks that the 49,000 from Parkridge includes building maintenance as we have done before. Mayor Edmonds says yes. Mayor Pro-Tem Richardson asks Ms. Uy to explain that. Ms. Uy says that the 49,000 includes the wages of the people helping, and operating experience, it does not include half of the utilities. Mayor Edmonds asks if it's not included in the 49,000. Ms. Uy says that 50% of that is included in the 49,000, janitorial and utilities. Council member Anne Brown says the 49,000 is different than the 10,000. Mayor Pro-Tem Richardson says we need to make sure we are maintaining the utilities. Ms. Uy says the utilities are about 16,000. Mayor Edmonds says we want to stay on top of these and we can ask the compare and contrast before we vote on the full thing. She says the amendment is just about the pool and the senior center.

On a roll call, the vote to approve the amendment to remove subsidy from Senior Center and Rutherford Pool was as follows:

Council Member N. Brown	No	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 6 NO: 1 ABSENT: 0 VOTE: Carried

Move to eliminate the Land Fill and Boys and Girls Club as property sales for sources of revenue for 16-17 and 17-18 by Council Member Murdock, Supported by Council Member Robb

Council member Robb says that this is speculative but we shouldn't count on this and we shouldn't budget on it. Mayor Edmonds says that

she agrees with this, she asked what the estimate timeline on the rfp is for the boys and girls club. Ms. Ernat says that right now we are looking to partner with the state it will slow down the process but increase our visibility in the product that we put out. We want to have that bid out by the first of the year. It can move a couple months back depending on the state. Council Member Vogt says we do not include these things on the budget at this time, adding this amendment does not mean we are trying to sell these properties we just don't know at what time and what price. Mayor Edmonds says we're working to put known revenue and known expenditures in the budget to have the most accurate version.

On a roll call, the vote to approve to eliminate the Land Fill and Boys and Girls Club as property sales for sources of revenue for 16-17 and 17-18was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Move to amend the parking meter placements in depot town by Council Member Murdock, supported by Council Member Anne Brown

Mayor Edmonds says she supports this item the process needs to be taken place and the condition and configuration of the lots will come to us as a broader transit plans in that area. To put something in when we need to do resurfacing and etc. the processing will take time. Council Member Vogt says this does not mean the parking meters will not happen just means that we are going over all the options at this time. Mayor Edmonds asks McMullan about Ann Arbor denoting parking meters to us. Manager McMullan says yes just have to discuss with DPS where they are going to go. Council Member Murdock says we're might be doing a new system of parking meters over the old ones we'll get from DDA.

On a roll call, the vote to approve amend parking meter placements in Depot Town was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Council Member Murdock moves to eliminate the street lighting special assessment, seconded by Council Member Vogt

Council Member Vogt and Mayor Edmonds both agree with it. Mayor Pro-Tem Richardson asks if we're eliminating it. Council Member Murdock states that it can be bought up again later.

On a roll call, the vote to eliminate street lighting special assessments from this budget amendment as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Mayor Edmonds says that while she doesn't have a specific amendment for this budget, Manager McMullan did provide her with utility bills for the buildings and Mayor Edmonds began assessing these, looking at HVAC and City Hall really inefficient running on weekends. Hoping we can get additional support on better way to be efficient. Another thing while looking at cost savings.

Council Member Murdock says that he would like to maintain the hiring freeze beyond this budget until the new City Manager can review the budget on to fill or not. Mayor Edmonds asks Mr. Barr if this approximate amendment for this item on the floor. Mr. Barr states that it doesn't appear to be a budget amendment but is a motion that can be bought before the council at this time.
Council Member Murdock motions to extend hiring freeze beyond budget discussion until new City Manager can look at budget, Seconded by Mayor Pro-Tem Richardson

Council Member Anne Brown says we have a HR contract that is 12/31. Council Member Murdock says that hopefully we will have a City Manager by then but if not it can be bought before council. He says that vacant positions happen all the time but we don't want to rush out to hire someone in if this budget is approved. Mayor Edmonds asks if this is just for staffing positions or things such as paid interns as well. Council Member Murdock replies everything, if someone feel like they absolutely need something then they can come make their case. Manager McMullan says that with the election we hire temporary staff so that should be included. Council Member Murdock says he assume the election inspectors are all hired by now. Mayor Pro-Tem says she wants to add an amendment to the motion to make exception for temporary election. Council Member Robb says we should have a separate amendment after we do the budget amendment and policy amendments should not be lumped into this.

Council Member Murdock has withdrawn his motion.

Council Member Robb asks if they can get some explanation on the institute business license process as we are half way through the year and we are talking about this revenue. Is it real revenue how long will the process take to collect it? Manager McMullan says Ms. Ernat may be better to explain it. Ms. Ernat says she hasn't increased it until it is rolled out for council approval it is actually doing active research on how to improve inspections as well as combine that with the CFO Presence and want to bring it to Council by February at the latest with enforcement to follow immediately so she doesn't see much more budget impact in 16-17 but does see it in 17-18 but won't propose anything to the budget without council's approval. Mayor Edmonds states that now they'll see 50,000 revenue for 16-17 and 50,000 for 17-18, she then asks what Ms.

Ernat would recommend less than that in both year. Ms. Ernat says that those increases are fair amounts in business license aspects. Businesses licenses for previously finance but we're changing that to the building department. However, any other substantial change can be warranted right now. Mayor Edmonds asks so that 50,000 are 1,000 businesses at 50 dollars. Ms. Ernat says no its 500 businesses at 100 dollars. Mayor Edmonds asks if she knows the total number of businesses. Ms. Ernat says we have 600 registered and 1100 known. Mayor Edmonds says you feel confident you can collect the money by March before the fiscal year in June. Ms. Ernat says that's right with the crossover of having an additional inspector you see additional fee for that as well.

Council Member Murdock asks that the revenue here is the same amount for this year to next year. Ms. Ernat says there are already businesses paying into this and this is an increase. Council Member Murdock asks that the person we bought on was for housing inspecting that were two years behind, how he is going to do both. Ms. Ernat says that we are going to split his time 50/50 between rental inspections and business inspection CFO. Council Member Robb asks if she's talking about making this an annual fee. Ms. Ernat says they are looking to making it bi-annual which would be the CFO fee and every two years we would have an reinpsection to make sure the CFO is still what was applied for and what was approved.

Council Member Robb makes a point of order to remove anything from the budget amendment that does not have to do with money and is just ideas. Supported by Council Member Anne Brown.

On a roll call, the vote to approve to remove any item from budget amendment that does not have a dollar amount attached to it was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		
VOTE:			

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Council Member Robb said 6 ½ years ago they received a DPS efficiency study that said eliminate the General Superintendent to save 75,000.

Council Member Robb moves to eliminate the General Superintendent from the DPS, seconded Council Member Nicole Brown.

Council member Vogt asks Mr. Kirton to explain this. Mayor Edmonds asks Council Member Robb if he can send the Council the packet. He explains that it's on the website. Mr. Kirton asks Council what it is they want to know if there are any specific questions. Council Member Nicole Brown asks if Mr. Kirton has any input or overview of what Council Member Robb is talking about. Mr. Kirton says no I have no prior contact about this, he says we haven't done this to this point; it would detrimental to our operation. Especially winter operations. Council Member Murdock says he recalls that study too and was thinking about that position, he's not for or against it but he would really need to see how it would affect the department. He says that eliminating the position

just bumps everyone down. Council Member Murdock says he doesn't believe all the supervisors are funded by general fund; we would have to see how it impacts this budget. Ms. Uy says the budget for this a very small percentage is being used by the general fund, maybe 5 to 10%. Council Member Vogt asks Mr. Kirton how it will be detrimental. Mr. Kirton says when we plow for 20 hours at a time we need supervisors if we lose one it would have issues, winter maintenance would go down a little. Council Member Vogt asks if it would have any impact on summer time. Mr. Kirton says that he coordinates are the logistical side of special events. Council Member Vogt says that this is another issue that will have a direct effect on the citizens. Mayor Edmonds says we also don't understand because we were making adjustments to general funds and Ms. Uy says this only uses 5 to 10 % of general fund. Mr. Kirton says the Union would have something to say about it because you would be losing a union position.

Council Member Vogt asks to either table this discussion or withdraw it. Council Member Nicole Brown withdraws her second the motion dies.

Council Member Robb motions to eliminate the SPARK subsidy of $8500 a year, Council Member Vogt Seconds.

Mayor Edmonds asks if the payment for the 16-17 portion been paid yet. Ms. Uy says a portion may have been paid. Council Member Murdock says the one time the DDA was paying for the contribution of SPARK. Mayor Edmonds says that was a separate amount. Council Member Murdock asked if they stopped. Mayor Edmonds said they reduced. Council Member Vogt asks what the money is used for. Ms. Ernat answers that she doesn't know if there is a contractual relationship but the first 5000 goes to the SPARK East incubator as part of several contributors, the 3500 is a donation to SPARK. She says we are one of the contributors to SPARK, but it is worthy of a conversation with them. Council Member Murdock asks what's on the table to eliminate the entire thing. Council Member Robb says his intention is not to give them any more money at this point. Council Member Vogt says he want to withdraw his second until more information can be discovered. Council Member Murdock now seconds this and he wants to amend it so that it's a SPARK amount of 5000. Mayor Pro-Tem Richardson asks if this is something we would need to discuss with SPARK there had to be some kind of concession was made and we must have time to weigh the benefits of what the City gets from SPARK and are we using them to get the most benefits. If we just keep cutting ourselves we're going to find ourselves isolated.

Council Member Murdock Amendment is to reduce the payment to 5000 to 16-17 and reduce it by 8500 in 17-18. Council Member Robb does not accept this. Council Member Murdock withdraws his amendment and second. No seconds to the amendment so it dies.

Council Member Robb would like amend the 5000 to imagine Washtenaw. Council Member Murdock Seconds this.

Council Member Vogt asks if we have a contractual obligation. Ms. Ernat says she has to research it. She says assuming no contract then we'd be the only community with property on Washtenaw not participating in this. Council Member Robb says that what they are trying to do does not impact us and it's the same as aerotropolist we weren't getting our bang

for our buck so we dropped out. Ms. Ernat says we can't use the same logic as we did with Aerotropolist because we still have a voice here. Council Member Vogt says can we amend the amendment to say as long as we don't have a contractual obligation. Council Member Murdock says he doesn't remember what happened but a mayor this to us for one meeting saying that Imagine Washtenaw wanted us to pay 5000 and we approved it, it wasn't a budgetary item. Ms. Ernat says she would caution that we research these items to make sure we don't have contractual obligations as we were not briefed on this beforehand. Council Murdock says we should follow up what Council Member Vogt said to postpone this until the second reading of the budget.

Council Member Murdock moves to postpone this until October 18, seconded by Council Member Vogt.

On a roll call, the vote to approve to postponement of this proposed amendment was as follows:

Council Member N. Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 6 NO: 1 ABSENT: 0 VOTE: Carried

Council member Anne Brown asks for clarification on reducing contractual services. Ms. Ernat says that when asked to make a cut to the department currently we have 20,000 in 16-17 and 17-18 for contractual services and those funds are used for environmental investigation, assistance with zoning call in zoning with council HDC and our various committee it was a proposition to reduce that to 10,000 with the idea that we all needed to make cuts. She asked to keep the 20,000 for the time being as they would be needed right now. Mayor Edmonds says that yes she would to see that for the environmental issues that the City is facing, and ask if there is anything else that Ms. Ernat anticipate. She says that they have the things with the rails coming up and planning around the rail such as Depot Town and those are not budgeted else in 16-17. Council Member Anne Brown asks if we should restore or keep it at 20,000. Ms. Ernat says keep it at 20,000. Mayor Edmonds says that staff will just come back on case by case basis and ask for amendment on those items. Council Member Anne Brown asks if there is a timeline on the activities yet. Ms. Ernat says that it is immediate with the Kramer and as far as the rail that is something we discussed and will be moving forward steadily.

On a roll call, the vote to approve the budget as amendment was as follows:

Council Member N. Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	No		

VOTE:

YES: 5 NO: 2 ABSENT: 0 VOTE: Carried

Mayor Edmonds said point of process this first of two times they will vote on this. She would request that if there are any other amendments they are communicated so that staff has time to research it.

XI. ORDINANCE - SECOND READING –

1. Resolution No. 2016-225, Approving Ordinance 1277 an Ordinance entitled "Thompson Block East Portion Rezoning" the rezoning for the east 0.2 acres of property addressed as 400 N. River from CN-SF, Core Neighborhood Single Family, to C, Center.

Moved by Council Member Nicole Brown, supported by Council Member Anne Brown

Ms. Ernat starts off by saying that this is the same proposal from two weeks ago; there have been no change you additional comments from the last meetings.

Mayor Edmonds asked for additional feedback. Ms. Ernat says no. Council Member Murdock asks for the answer to the DDA question. Ms. Ernat reminds the council of the question will this subject parcel to be rezoned will the adhoc become part of the DDA the answer is no. It does not become part of the DDA without a vote from the council. Mayor Edmonds asks if it presents problems as the parcel goes with that building. Ms. Ernat says no as the building as is and the expected building plans will be entirely in the original parcel and they do not allow parking structure without an ordinance change. If the building has an additional building that crosses over the line that would be done by the assessor's office.

On a roll call, the vote to approve resolution 2016- 225 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XII. CONSENT AGENDA – Resolution No. 2016-226

1. Resolution No. 2016-227, approving the minutes of September 6, 2016 meeting.
2. Resolution No. 2016-228, approving appointment to Boards and Commissions.
3. Resolution No. 2016-229, authorizing the Interim City Clerk to cast the ballot for the 2017 Michigan Municipal League (MML) Board of Directors election.
4. Resolution No. 2016-230, approving Contract with Carr's Outdoor Services, Inc. for the City of Ypsilanti Pavement Maintenance Program.
5. Resolution No. 2016-231, approving Ordinance 1276 an ordinance to prohibit coal tar sealants in the City of Ypsilanti, to be new City Code Section 94-3. **(Second Reading)**

Moved by Council Member Vogt, supported by Council Member Nicole Brown

On a roll call, the vote to approve Consent Agenda was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes

Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

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

1. Resolution No 2016-232, supporting regional transit in Southeastern Michigan.

Moved by Council Member Murdock, supported by Mayor Pro-Tem Richardson

Mayor Pro-Tem Richardson says she thinks this is something that is just long overdue, it's been on SEMCOG radar for a long time and many people will benefit from this transportation. There are jobs east of us and people just cannot get there and everyone should encourage people to vote yes on the ballot. Council Member Murdock says the resolution speaks to the issue for us and it connects the four counties and it's been long overdue. Mayor Edmonds says council strongly supports this.

On a roll call, the vote to approve resolution 2016- 232 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

2. Resolution No. 2016-233, requiring the Ypsilanti Housing Commission (YHC) to furnish information regarding minority contractors used for YHC projects.

Moved by Council Member Nicole Brown, supported by Mayor Pro-Tem Richardson

Council Member Anne Brown asks Mr. Fossler aside from the hours we wanted to know how many individuals are there on these sites. Mr. Fossler says that is not what the resolution says it actually says names, genders, that is actually not a report I could just pull, its already been provided before this resolution. The contractors and subcontractors hired have been provided to the African American contractor Association, it has been broken down by race, gender, and going through it again would be asking our people to comb through the same information. Council Member Anne Brown asks how many jobs were created and how many jobs were taken by people from this community for this community. There's a question where it says faith management if they are from our community or not. She asks if that can be shared or should they get that from the association.

Mayor Edmonds asks if she wants to know specifically. Council Member Anne Brown wants to know the number of bodies. Mr. Fossler says it breaks it down by how many hours by contractor, he says what they are asking for will come at a cost. Mayor Pro-Tem Richardson says one of the things is that the information be provided to the Council. She wants it to be provided by the council because she doesn't see jobs being created for people in the community. She has yet to

see one person that looks like her and that bothers her, if we aren't concerned about it we need to be. She is going to propose tonight that they create an ordinance, and the hiring of local contractors or local electricians, and it's essential that we begin to protect our residents. Mr. Fossler says that he provided all the information and says he provided them to Mayor Pro-Tem Richardson. She says she got them because they were provided to the association. She is saying that it's not just her on the Council and they need to see it and take it a step further.

Mayor Edmonds wants to make a point of clarification is that the information sent to council was the same sent to the association. Mr. Fossler answers yes. Mayor Edmonds says that the number of jobs created locally and locally among minority. It's answered yes; Mayor Edmonds asks what is local. Mayor Pro-Tem also says that they have been concerned about the following through on the section 3 of the provision. She says that helps bring in people from the community to fill in the position; Council Member Anne Brown wants to know the number of the people. Mr. Fossler says that they are meeting section 3 requirements and are exceeding them at some points. He says that section 3 is separate from local contract and is in an entirely different thing, which are low income people in the area in the work. It's broken down in tiers which are residents of actual employment then throughout the city then jurisdiction. Mr. Fossler says that 10% is what it's hit on, for both local and minority and they have hit 20% for local and minority's subcontractor for both projects. 33% of the 64,000 labor hours were worked by minorities. Mayor Edmonds says that employee's names being in the resolution is something that is contending.

Council Member Nicole Brown says if it's inappropriate I wouldn't mind striking it. Mr. Fossler says specific employees are exempt for FOIA and would be inappropriate. Council Member Anne Brown asks if we could get the names where it says faith management, is that something you can send. Mr. Fossler says he would have to look into that. Council Member Anne Brown asks for the owner name of Faith Management. Mr. Fossler says he does not know the specific names and whatever the structure is.

Mr. Barr says that yes you can get the names of the owners; now the question of getting the names of employees working on a public project funded with public money is a little neater question. The Public has the right to get the name and addresses of all of the people working on the city. He drafted the resolution and thinks it's appropriate to get the information but if you can get it without violating privacy then you should do that. Mayor Edmonds says the council is just looking for the number of employees. The names were around the contracting company. Council Member Nicole Brown says the change to number 2 should be a list of names of all the contractors by race and gender and number by race and gender without the name. Mr. Fossler says in the company or worked on the project.

Moved by Council member Nicole Brown, Supported by Council Member Anne Brown to amend Resolution 2016-233 to say the names of and list of all minorities' contractors by race and gender and number of all minorities' employees by race and gender.

Mayor Edmonds says that Mayor Pro-Tem Richardson says that she was worried about community employment. Mayor Pro-Tem Richardson says she congratulate them on the number of minorities but they have a major construction project and yes she is definitely concerned and not seeing people that look like her.

Moved to extend meeting to 11 by Council Member Nicole Brown Supported by Council Member Vogt

Mr. Fossler says that with all due respect the last project was a rehab. He says that on her second point, the actual data is stronger than her story of driving by the site two or three data. Mayor Edmonds says she concurs with the intent of the council and how we look at both practices with our own partnerships. She says she is hearing what Mr. Fossler is saying about the cost that goes with going back to find out the information on previous projects, maybe on the number of employees we start on the Parkridge project since its just started. She would hope it could be easily pulled or done but want to be realistic. Council Member Anne Brown says she still wants to see the number of jobs created and we can put measures going forward. Mr. Fossler says its easier going forward because everything is electronic there was more paper work for the last project. Council Member Nicole Brown says that moving forward it is easier so you should be able to go back to look at the other numbers.

Mayor Pro-Tem Richardson wants Mr. Barr to look at an ordinance that says a certain percentage to local and minorities. Council Member Anne Brown asks about community benefit agreements if we're serious about creating jobs. Mayor Edmonds says the reason to put it on the ballot is that community benefits agreements are becoming more common. Mayor Pro-Tem Richardson asks if we did some work around the whole idea of the peninsular project. Council Member Anne Brown says we need to be able to say how many people from the community are working on the site. Mr. Fossler says just to be clear he understand what has been said they have been asking for two years for a list of local and minority's contractors, they have broken up projects to help local contractors which would have been easier for strong work but not Parkridge. Council member Anne Brown said that is the reason for the association. Mayor Pro-Tem Richardson says the City doesn't have a list the county does though, so it can't be said, and speaking of the contractor and supplies part of the contractor was not to supply the materials and they got their materials late.

Mayor Edmonds wants to ask Mr. Fossler if November 7th a realistic date to provide the data. Mr. Fossler says he needs to go talk to payroll but it is most likely possible.

On a roll call, the vote to approve resolution 2016- 233 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

3. Resolution No. 2016-234, approving contract with Parks installation and Excavating, Inc. for the Replacement of DPS Underground Storage Tanks (UST) Fuel Tanks.

Moved by Council Member Robb, supported by Council Member Anne Brown

Mr. Kirton starts by saying the existing tank is 24 years old and it's time to change. It is leaking, he is here to ask that Council Approves the replacement of the tank and the second price is a 40,000 dollar saving. The Storage tanks are built in Michigan.

On a roll call, the vote to approve resolution 2016- 234 was as follows:

Council Member N. Brown	absent	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Absent
Council Member A. Brown	Yes		

VOTE:

YES: 5 NO: 0 ABSENT: 0 VOTE: Carried

4. Resolution No. 2016-235, approving 2017 Health Care Providers Renewal for Employee and Retiree Coverage.

Moved by Mayor Pro-Tem Richardson, supported by Council Member Anne Brown

Ms. Myris starts off by saying that we are looking to renew our current contract with Blue Cross Blue Shield, EHIM and Blue cross Medicare advantage program. Labor agreements spell out co-pay and deductible these plans cover these. We have a PPO fully covered plan and optional SHA plan that employees are enrolled in. Blue Cross Blue shield had a renewal reduction of 3% which is about 42,000 a year. EHIM which is third party for self-funded subscription where we pay the first part of the claim up to 4000, in 2017 the cost of third party remain the same, there is a slight increase over the last years 27,000 for active and retirees combined at about which increased to about 11,000 a year. Medicare advantage for retirees eligible for A and B increase by 4% this is a standard that has been put across the board for all their plans 16,000 increase. At about 11,000 increases for the year for all active. We should continue to compare to plans to make sure this is a good plan for us.

Mayor Edmonds asks what you have seen from other municipalities that could help us in our retiree's plans. Ms. Myris says she is not really sure but Michelle from active insurance could help. Mayor Edmonds says she heard from Ferndale at the MML that they are saving with their insurance. Michelle says we introduced our first wellness program which was our first introduction in wellness in which we incentivized people by having them fill out a survey and had them have a full physical examine in which they would be paid 125 dollars. We only had 6 people get involved in that, experience in wellness it takes a few years to catch up. Once someone talks to people who have gotten that 125 it becomes more attractive because they know it's real. We want to reintroduce wellness to make sure that it is spelled out. She says as far as retirees go other municipalities I've worked with don't have retiree health plans but they have done a good job for active in promoting health clinics. Things are available but it comes at a cross. Blue Cross and Blue Shield have rolled out new plans through WebMD. It's about us getting in front of people to let them know what is available.

Council Member Robb said that when they did this last year they were presented with premium cost of 6,240 and what you're showing is 7417 that is not what is presented last year. Michelle asked if the employee contribution was taken out. Council Member Robb said he will check that out.

On a roll call, the vote to approve resolution 2016- 235 was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes

Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Vogt	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XIV. LIASON REPORTS –

A. SEMCOG Update
   a. Had a meeting at SEMCOG last week and the executive board is still pushing the regional transit. Has a couple of handouts
B. Washtenaw Area Transportation Study
   a. Nothing
C. Urban County
   a. Nothing
D. Freight House
   a. Testing on sprinkler system
E. Parks and Recreation
   a. Ypsilanti Huron River Day Sunday Oct 9th at 11, meeting for the friends of peninsular park and a group at EMU looking to do business
F. Ypsilanti Downtown Development Authority
   a. No update
G. Eastern Washtenaw Safety Alliance
   a. Going to meet again Oct 31 9:30 to 11
H. Police-Community Relations/Black Lives Matter Joint Task Force
   a. Meeting is next Monday
I. Friends of Rutherford Pool
   a. Meeting in a week
J. Council Member Vogt- Coalition opposing the DTE rate hike. The Coalition voted unanimously to accept the settlement proposal by a number of groups. Our part dealt with ranges and charges concerning street lights. It is costly and the effects cannot be estimated. The experts were very happy with the settlement on our behalf on the point of view is if you have LED lights you will pay substantially less than on DTE's original plan. Essentially all the increase does not have to do with LED. They will be less than the original proposal.

XV. COUNCIL PROPOSED BUSINESS –

Council Member Murdock- Still hasn't received the committee commission for the vacancies and two swept over bringing up the resolution of the hiring freeze. Wants to move that we maintain the hiring freeze with the exception of the voters unless City Manager makes a decision to remove or fill a particular position.

Moved by Council Member Murdock, Seconded by Council Member Anne Brown

Council Member Anne Brown would like to include no pay increases unless voted on by council.

On a roll call, the vote to approve resolution to extend hiring freeze was as follows:

Council Member N. Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Mayor Pro-Tem Richardson	Absent	Council Member Vogt	Yes

Council Member A. Brown Yes

VOTE:

YES: 6 NO: 0 ABSENT: 0 VOTE: Carried

XVI. COMMUNICATIONS FROM THE MAYOR –

Human Relations Commission

Amber Fellows
210 Maples
Exp. September 2019

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

Work session October 11th for the Roads. Mayor Edmonds wants to make sure everyone is clear on the decision, roads and rails. Council Member Murdock says his thing was to focus on roads and transportation overall.

XVIII. COMMUNICATIONS –

- October 11th is the close of registration for the November General Election.
- October 11th Special Meeting – Working Session on Roads (7:00 p.m.)
- November 15th Joint City Council and Ypsilanti Community Schools Board Meeting will be held at Ypsilanti International Elementary School (503 Oak St.)

XIX. AUDIENCE PARTICIPATION –

Mayor Edmonds Closes Audience Participation

XX. REMARKS FROM THE MAYOR –

XXI. CLOSED SESSION –

Closed Session to discuss attorney opinion. *OMA 15.268(e)*.

XXII. ADJOURNMENT –

Resolution No. 2016-236, adjourning the Council meeting.

Moved by Council Member Nicole Brown, Seconded by Council Member Anne Brown

Meeting Adjourns at 10:49 PM

REQUEST FOR LEGISLATION
October 18, 2016

To: Mayor and City Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Local Site Remediation Revolving Fund ("LSRRF") Grant Acceptance

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SUMMARY & BACKGROUND: In September, city staff and environmental consultants AKT Peerless, applied for a grant from the Washtenaw County Brownfield Authority ("WCBRA") for the remediation of the ground contaminants surrounding the new walking trail around Water Street. As part of comprehensive site analysis and Phase II study, it was determined that the areas around the trail had PCB, PNC, and arsenic in exceedance of acceptable contact, that warrant the closure of the trail until such exceedances could be remediated, and other areas of the Water Street site be closed off.

The LSRRF is a fund created from brownfield TIF projects in the County that has been created to grant or loan money for environmental clean-up activities. As this project met the goals of the WCBRA for the LSRRF, a grant in the amount not to exceed $200,000 was awarded to the City of Ypsilanti.

This grant will allow for the removal of contaminants up to two feet in depth, demarcation of the removal areas, and a clean soil cap to replace the removed soil. This will be done up to ten feet on either side of the trail. The Water Street fence has been installed except for the portion nearest the trail areas to be remediated. The fence will be completed when remediation is finished. These activities have been updated in our Document of Due Care and Compliance and provided to the MDEQ for their evaluation. In a meeting with MDEQ, they expressed their confidence in our plan to move forward. AKT will be submitting a formal document to request a certificate of compliance for the remediation from the MDEQ as part of this grant. Once the certificate is issued, the trail will be re-opened for the public to traverse safely.

The timeline for the grant is as follows; bid package has been created and is being advertised as of October 12th. Bids are due by October 26th. A contractor will be selected and has to be approved by Council in November. Due to the late start, and depending on weather conditions, the project may or may not be started this year. The anticipated time frame for work is 30 days or less once the project is commenced. It is reasonable to expect the trail will not be reopened until spring 2017.

Legal has reviewed and approved the grant contract to form.

ATTACHMENTS: WCBRA Contract and project budget

RECOMMENDED ACTION: Staff recommends approval of the contract with the WCBRA for the grant of $200,000 from the LSRRF.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2016-244
October 18, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti seeks to fully utilize the Border-to-Border Trail at the Water Street site safely without environmental concern; and

WHEREAS, the City has been granted up to $200,000 from the WCBRA for the remediation of environmental contaminants around the Water Street trail area from the LSRRF; and

WHEREAS, the City will work with the WCBRA to hire a qualified remediation company to complete work as soon as possible to restore activity to the trail area; and

WHEREAS, the City will ensure the approval of MDEQ for completed work to safely re-open the Border-to-Border Trail.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs it's Mayor and Interim City Clerk to enter into a contract with the WCBRA for the acceptance of a $200,000 grant to remediate the Border-to-Border Trail.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

AKTPEERLESS
environmental & energy services

Estimated Environmental Cleanup Costs - WALKING PATH

Item/Activity	Total Estimated Cost City Contractor	Total Estimated Cost AKT Peerless	No. of Units	Type of Unit (ft., sq. ft., cubic yds, etc.)	Cost/Unit ($)
Due Care Activity: Walking Path-Direct Contact Soil Excavation					
Bid-spec preparation		**$ 5,000**	1	unit	$ 5,000
Project coordination and management		**$ 5,100**	42.5	hour	$ 120.00
Field oversight		**$ 10,800**	120	hour	$ 90.00
Laboratory analysis (verification samples)- Lead		**$ 484**	20	sample	$ 22.00
Laboratory analysis (verification samples)- Arsenic		**$ 73**	3	sample	$ 22.00
Laboratory analysis (verification samples)- PNAs		**$ 4,264**	57	sample	$ 68.00
Laboratory analysis (verification samples) - PNAs & PCBs		**$ 732**	5	sample	$ 133.00
Laboratory analysis (verification samples) - PNAs & Arsenic		**$ 198**	2	sample	$ 90.00
Laboratory analysis (QA/QC duplicate samples, matrix spike/matrix spike duplicate samples, trip, field, and equipment blanks) PNAs, Lead, Arsenic, and/or PCBs		**$ 3,300**	30	sample	$ 100.00
Excavation, transportation, and disposal (Non-haz soil on walking path)	**$ 99,550**		3,620	ton	$ 27.50
Barrier fabric and Installation	**$ 16,250**		32,500	Square Foot	$ 0.50
Backfill and compaction (not including compaction testing)	**$ 36,200**		3,620	ton	$ 10.00
Excavation Legal Survey		**$ 5,500**	1	unit	$ 5,500
Reporting (Response Activity Plan, Certificate of Completion, and DDCC updates)		**$ 10,000**	1	unit	$ 10,000
Field Equipment and Materials		**$ 1,050**	1	unit	$ 1,050
Misc. Expenses		**$ 1,500**	1	unit	$ 1,500
Subtotal	**$ 152,000**	**$ 48,000**			
TOTAL*	**$ 200,000**				

***The referenced fees include only those activities described herein. Additional fees will be incurred and invoiced if additional sample analysis is requested by the client, deemed necessary to completely evaluate the site conditions or if other regulatory reporting activities are necessary. AKT Peerless will notify the client immediately with knowledge of any proposed scope of service modifications but no additional activities will be conducted without prior written client authorization.**

REQUEST FOR LEGISLATION
October 18, 2016

To: **Mayor and City Council**

From: **Tarina Myris, Interim Human Resource Manager**

Subject: **Workers' Compensation Provider Contract**

Summary & Background:

The City currently has a self-funded Workers Compensation insurance program. The City pays for the first $400,000 of each workers compensation claim, including medical expenses, lost wages, legal fees, and other associated expenses. Insurance coverage has been purchased and will take effect for any claim that reaches over $400,000 for most city employees or $500,000 for police and fire. This insurance has been proved by Midwest Employers Casualty Company. The City signed a two year contract for workers compensation insurance which will expire on October 31, 2016. The administration of our workers compensation program is handled by our third party administrator, CompOne.

We received quotes from our current vendors to continue coverage under our existing program.

Name	Old Rate	New Rate	Terms
Midwest Employers Casualty	$48,118 for 12 months	$46,990 for 12 months	The City can elect a 12 or 24 month policy; same cost. Policy: 11/1/16 to 10/30/2017 OR Policy: 11/1/16 to 10/30/2018
CompOne	$17,000 for 12 months	$19,302 for 12 months	3 Year Contract: 11/1/16 to 10/30/2019* **City can cancel anytime with 60 day notice.*

Reviewing the current City program for the past 5 years, the City has spent an average of $219,179 per year for Workers Compensation over all covered departments.

We received a quote from a new vendor, Michigan Municipal League (MML). They operate a program where the City would participate in the self-insured pool. The MML provided a quote of $189,835 for 12 months. MML acts as the administrator for all claims. The quoted amount covers their administration services and all claim expenses including medical services, lost wages, and legal costs. There would be no additional fees or costs associated with this program. NOTE: MML has an annual term of July 1 to June 30. Therefore the first year would be pro-rated for coverage from 11/1/16 to 06/30/17. The pro-rated amount is $126,543. In addition, the MML pool pays out members annual dividends.

Overall, in summary we can expect a savings of approximately $29,000 the first year with MML.

City staff recommends that City Council adopt the attached resolution to sign a contract with the Michigan Municipal League (MML) to provide our Workers Compensation coverage beginning November 1, 2016 through July 31, 2017.

Recommended Action: Approval

Attachment: Resolution

City Manager Approval: _____ Council Agenda Date: 10/18/16

City Manager Comments: _____

Fiscal Services Director Approval: _____

Resolution No. 2016 –245
October 18, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti is required by law to provide Workers Compensation coverage to its workers; and

Whereas, the City Council of the City of Ypsilanti deems it to be in the best interest of the City to provide the best Workers Compensation program with minimal financial risk to the City;

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of Ypsilanti approve a contract from November 1, 2016 to June 30, 2017, with the Michigan Municipal League Workers Compensation program.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Workers Compensation Fund

Expenditures Paid

	FY End 6/30/16	FY End 06/30/15	FY End 06/30/14	FY End 06/30/13	FY End 06/30/12	*Average*
WC Administrative Charges						
Insurance Premium	43,764.00	48,118.00	42,996.00	33,503.00	37,584.00	*41,193.00*
TPA Service Fee	17,000.00	17,000.00	17,000.00	15,000.00	15,000.00	*16,200.00*
Claim Costs	2,976.44	46,216.97	60,509.05	85,034.09	9,850.01	*40,917.31*
Fund Assessment	335.63	2,588.26	2,064.84	2,319.00	0.00	*1,461.55*
Audit Fees	758.00	760.00	738.00	708.00	708.00	*734.40*
WC Payroll Claims	23,546.76	96,881.23	340,919.24	2,280.00	60,531.43	*104,831.73*
WC Medical Claims	83,039.13	58,376.32	114,729.48	72,391.46	117,809.83	*89,269.24*
Accrual Included			(257,601.00)	(60,560.00)	(58,981.00)	
Subtotal Direct Work Comp Costs	**171,419.96**	**269,940.78**	**321,355.61**	**150,675.55**	**182,502.27**	***219,178.83***
Other WC Expenses	2,076.41	13,271.68	5,525.47	25,913.26	36,008.07	*16,558.98*
(Includes first aid supplies, safety education, etc.)						
Accrual			257,601.00	60,560.00	58,981.00	*125,714.00*
Total	173,496.37	283,212.46	584,482.08	237,148.81	277,491.34	*311,166.21*

As of 10/17/16

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2016

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS			
677-001-01	CLAIM ON POOLED CASH	499,495.59	
677-017-00	INVESTMENT IN BONDS/SECURITIES	318,450.65	
677-041-00	LOSS FUND CONTRIBUTION	15,000.00	
	TOTAL ASSETS	832,946.24	0.00
LIABILITIES			
677-202-00	ACCOUNTS PAYABLE		1,398.87
677-202-10	ACCRUAL FOR IBNR CLAIMS		314,840.00
677-229-00	DUE TO FICA / MEDCARE	0.01	
	TOTAL LIABILITIES	0.01	316,238.87
FUND BALANCE			
677-393-00	COMMITTED FOR IBNR CLAIMS		666,494.00
677-396-00	UNASSIGNED FUND BALANCE	259,538.20	
	TOTAL EQUITY/FUND BALANCE	259,538.20	666,494.00
REVENUES			
677-4-0000-626-04	WC CHARGES FOR SERVICES		81,542.22
677-4-0000-694-01	MISCELLANEOUS REVENUE		55,000.00
677-4-1910-664-00	INTEREST EARNINGS		24,925.88
677-4-1910-666-01	APPRECIATION OF FAIR VALUE		14,547.85
	TOTAL REVENUES	0.00	176,015.95
EXPENDITURES			
WC ADMINISTRATIVE CHARGES			
677-7-8710-757-00	OPERATING SUPPLIES	521.18	
677-7-8710-807-00	AUDIT FEES	758.00	
677-7-8710-818-00	CONTRACTUAL SERVICES	65,631.30	
	TOTAL WC ADMINISTRATIVE CHARGES	66,910.48	0.00
WC PAYROLL CLAIMS			
677-7-8720-834-08	FIRE	4,978.91	
677-7-8720-834-10	POLICE	18,567.85	
	TOTAL WC PAYROLL CLAIMS	23,546.76	0.00
WC MEDICAL CLAIMS			
677-7-8730-834-03	DEPARTMENT OF PUBLIC SERVICES	13,987.52	
677-7-8730-834-08	FIRE	31,295.46	
677-7-8730-834-10	POLICE	37,718.35	

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2016

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
EXPENDITURES (CONT)			
677-7-8730-834-20	IBNR		107,232.00
677-7-8730-872-10	CITY MANAGER	37.80	
	TOTAL WC MEDICAL CLAIMS	83,039.13	107,232.00
	TOTAL EXPENDITURES	173,496.37	107,232.00
	*** TOTALS BALANCE ***	1,265,980.82	1,265,980.82

*** END OF REPORT ***

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2015

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS			
677-001-01	CLAIM ON POOLED CASH	236,089.77	
677-017-00	INVESTMENT IN BONDS/SECURITIES	599,462.08	
	TOTAL ASSETS	835,551.85	0.00
LIABILITIES			
677-202-00	ACCOUNTS PAYABLE		6,524.06
677-202-10	ACCRUAL FOR IBNR CLAIMS		422,072.00
677-229-00	DUE TO FICA / MEDCARE	0.01	
	TOTAL LIABILITIES	0.01	428,596.06
FUND BALANCE			
677-393-00	COMMITTED FOR IBNR CLAIMS		666,494.00
677-396-00	UNASSIGNED FUND BALANCE	354,062.87	
	TOTAL EQUITY/FUND BALANCE	354,062.87	666,494.00
REVENUES			
677-4-0000-626-04	WC CHARGES FOR SERVICES		52,640.12
677-4-0000-676-06	WC BENEFIT REFUNDS - EMP CKS		21,515.00
677-4-1910-664-00	INTEREST EARNINGS		45,137.58
677-4-1910-666-01	APPRECIATION OF FAIR VALUE		14,022.43
	TOTAL REVENUES	0.00	133,315.13
EXPENDITURES			
WC ADMINISTRATIVE CHARGES			
677-7-8710-807-00	AUDIT FEES	760.00	
677-7-8710-818-00	CONTRACTUAL SERVICES	127,194.91	
	TOTAL WC ADMINISTRATIVE CHARGES	127,954.91	0.00
WC PAYROLL CLAIMS			
677-7-8720-834-03	DEPARTMENT OF PUBLIC SERVICES	16,200.29	
677-7-8720-834-08	FIRE	80,680.94	
	TOTAL WC PAYROLL CLAIMS	96,881.23	0.00
WC MEDICAL CLAIMS			
677-7-8730-834-03	DEPARTMENT OF PUBLIC SERVICES	26,066.18	
677-7-8730-834-08	FIRE	31,264.92	
677-7-8730-834-09	BUILDING INSPECTION	194.32	
677-7-8730-834-10	POLICE	455.58	
677-7-8730-834-14	HOUSING	134.86	

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2015

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
EXPENDITURES (CONT)			
677-7-8730-834-20	IBNR		244,422.00
677-7-8730-872-10	CITY MANAGER	260.46	
	TOTAL WC MEDICAL CLAIMS	58,376.32	244,422.00
	TOTAL EXPENDITURES	283,212.46	244,422.00
	*** TOTALS BALANCE ***	1,472,827.19	1,472,827.19

*** END OF REPORT ***

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2014

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS			
677-001-01	CLAIM ON POOLED CASH	116,586.12	
677-017-00	INVESTMENT IN BONDS/SECURITIES	889,301.73	
	TOTAL ASSETS	1,005,887.85	0.00
LIABILITIES			
677-202-00	ACCOUNTS PAYABLE		26,962.73
677-202-10	ACCRUAL FOR IBNR CLAIMS		666,494.00
677-229-00	DUE TO FICA / MEDCARE	0.01	
	TOTAL LIABILITIES	0.01	693,456.73
FUND BALANCE			
677-393-00	COMMITTED FOR IBNR CLAIMS		666,494.00
677-396-00	UNASSIGNED FUND BALANCE		88,344.71
	TOTAL EQUITY/FUND BALANCE	0.00	754,838.71
REVENUES			
677-4-0000-676-06	WC BENEFIT REFUNDS - EMP CKS		67,485.78
677-4-1910-664-00	INTEREST EARNINGS		57,581.43
677-4-1910-666-01	APPRECIATION OF FAIR VALUE		17,007.29
	TOTAL REVENUES	0.00	142,074.50
EXPENDITURES			
WC ADMINISTRATIVE CHARGES			
677-7-8710-714-17	DENTAL	56.80	
677-7-8710-714-18	OPTICAL	2.58	
677-7-8710-757-00	OPERATING SUPPLIES	1,213.58	
677-7-8710-807-00	AUDIT FEES	738.00	
677-7-8710-818-00	CONTRACTUAL SERVICES	126,822.40	
	TOTAL WC ADMINISTRATIVE CHARGES	128,833.36	0.00
WC PAYROLL CLAIMS			
677-7-8720-834-08	FIRE	340,153.68	
677-7-8720-834-10	POLICE	765.56	
	TOTAL WC PAYROLL CLAIMS	340,919.24	0.00
WC MEDICAL CLAIMS			
677-7-8730-834-03	DEPARTMENT OF PUBLIC SERVICES	7,327.89	
677-7-8730-834-08	FIRE	104,125.41	
677-7-8730-834-10	POLICE	3,276.18	
	TOTAL WC MEDICAL CLAIMS	114,729.48	0.00
	TOTAL EXPENDITURES	584,482.08	0.00

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
EXPENDITURES (CONT)			
	*** TOTALS BALANCE ***	1,590,369.94	1,590,369.94

*** END OF REPORT ***

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2013

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS			
677-001-01	CLAIM ON POOLED CASH	162,756.12	
677-017-00	INVESTMENT IN BONDS/SECURITIES	1,003,809.59	
677-117-00	PREPAID EXPENSES	5,000.00	
	TOTAL ASSETS	1,171,565.71	0.00
LIABILITIES			
677-202-00	ACCOUNTS PAYABLE		7,516.40
677-202-10	ACCRUAL FOR IBNR CLAIMS		408,893.00
677-229-00	DUE TO FICA / MEDCARE	0.01	
677-257-00	ACCRUED WAGES PAYABLE		317.61
	TOTAL LIABILITIES	0.01	416,727.01
FUND BALANCE			
677-393-00	COMMITTED FOR IBNR CLAIMS		408,893.00
677-396-00	UNASSIGNED FUND BALANCE		518,582.38
	TOTAL EQUITY/FUND BALANCE	0.00	927,475.38
REVENUES			
677-4-0000-626-04	WC CHARGES FOR SERVICES		74,240.24
677-4-0000-676-06	WC BENEFIT REFUNDS - EMP CKS		4,674.00
677-4-1910-664-00	INTEREST EARNINGS		68,178.12
677-4-1910-666-01	APPRECIATION OF FAIR VALUE	83,409.24	
	TOTAL REVENUES	83,409.24	147,092.36
EXPENDITURES			
FINANCE			
WC ADMINISTRATIVE CHARGES			
677-7-8710-706-00	PERMANENT WAGES - SALARIES	15,341.62	
677-7-8710-707-00	TEMPORARY WAGES	1,341.80	
677-7-8710-714-02	WORKERS COMPENSATION	250.70	
677-7-8710-714-05	SOCIAL SECURITY & MEDICARE	1,196.47	
677-7-8710-714-07	20% HEALTH CARE PREMIUM		829.02
677-7-8710-714-08	HEALTH CARE COSTS - BLUE CROSS	2,630.40	
677-7-8710-714-10	BASIC CLAIMS	44.58	
677-7-8710-714-12	BASIC FEES	29.38	
677-7-8710-714-13	EHIM WRAP CLAIMS	664.28	
677-7-8710-714-14	EHIM WRAP FEES	71.61	
677-7-8710-714-15	EHIM SCRIPTS	692.32	

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2013

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
EXPENDITURES (CONT)			
677-7-8710-714-17	DENTAL	242.36	
677-7-8710-714-18	OPTICAL	72.50	
677-7-8710-714-19	LIFE INSURANCE	361.56	
677-7-8710-757-00	OPERATING SUPPLIES	2,278.87	
677-7-8710-807-00	AUDIT FEES	708.00	
677-7-8710-818-00	CONTRACTUAL SERVICES	136,550.90	
	TOTAL WC ADMINISTRATIVE CHARGES	162,477.35	829.02
WC PAYROLL CLAIMS			
677-7-8720-834-08	FIRE	2,280.00	
	TOTAL WC PAYROLL CLAIMS	2,280.00	0.00
WC MEDICAL CLAIMS			
677-7-8730-834-03	DEPARTMENT OF PUBLIC SERVICES	17,466.94	
677-7-8730-834-07	TREASURER	7,693.00	
677-7-8730-834-08	FIRE	29,032.98	
677-7-8730-834-09	BUILDING INSPECTION	214.36	
677-7-8730-834-10	POLICE	13,697.18	
677-7-8730-872-10	CITY MANAGER	4,287.00	
	TOTAL WC MEDICAL CLAIMS	72,391.46	0.00
	TOTAL EXPENDITURES	237,148.81	829.02
	*** TOTALS BALANCE ***	1,492,123.77	1,492,123.77

*** END OF REPORT ***

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2012

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
ASSETS			
677-001-01	CLAIM ON POOLED CASH	212,997.22	
677-017-00	INVESTMENT IN BONDS/SECURITIES	1,091,319.82	
677-117-00	PREPAID EXPENSES	5,000.00	
	TOTAL ASSETS	1,309,317.04	0.00
LIABILITIES			
677-202-00	ACCOUNTS PAYABLE		2,880.93
677-202-10	ACCRUAL FOR IBNR CLAIMS		378,613.00
677-229-00	DUE TO FICA / MEDCARE	0.01	
677-257-00	ACCRUED WAGES PAYABLE		347.74
	TOTAL LIABILITIES	0.01	381,841.67
FUND BALANCE			
677-393-00	COMMITTED FOR IBNR CLAIMS		378,613.00
677-396-00	UNASSIGNED FUND BALANCE		541,909.03
	TOTAL EQUITY/FUND BALANCE	0.00	920,522.03
REVENUES			
677-4-0000-626-04	WC CHARGES FOR SERVICES		80,418.65
677-4-0000-676-06	WC BENEFIT REFUNDS - EMP CKS		34,798.65
677-4-0000-694-01	MISCELLANEOUS REVENUE		327.00
677-4-1910-664-00	INTEREST EARNINGS		45,369.53
677-4-1910-666-01	APPRECIATION OF FAIR VALUE		122,940.47
	TOTAL REVENUES	0.00	283,854.30
EXPENDITURES			
WC ADMINISTRATIVE CHARGES			
677-7-8710-706-00	PERMANENT WAGES - SALARIES	15,400.62	
677-7-8710-707-00	TEMPORARY WAGES	1,008.14	
677-7-8710-714-02	WORKERS COMPENSATION	235.80	
677-7-8710-714-05	SOCIAL SECURITY & MEDICARE	1,199.71	
677-7-8710-714-07	20% HEALTH CARE PREMIUM		388.57
677-7-8710-714-08	HEALTH CARE COSTS - BLUE CROSS	2,454.28	
677-7-8710-714-09	2% OF BASE SALARY DEDUCTIONS		153.41
677-7-8710-714-10	BASIC CLAIMS		48.41
677-7-8710-714-12	BASIC FEES	30.33	
677-7-8710-714-13	EHIM WRAP CLAIMS	618.40	
677-7-8710-714-14	EHIM WRAP FEES	73.48	
677-7-8710-714-15	EHIM SCRIPTS	673.87	

YEAR TO DATE TRIAL BALANCE
AS OF: JUNE 30TH, 2012

677-WORKERS COMPENSATION FUND

ACCOUNT #	ACCOUNT NAME	*** YEAR TO DATE *** DEBITS	CREDITS
EXPENDITURES (CONT)			
677-7-8710-714-17	DENTAL	192.44	
677-7-8710-714-18	OPTICAL	3.65	
677-7-8710-714-19	LIFE INSURANCE	69.72	
677-7-8710-757-00	OPERATING SUPPLIES	2,496.36	
677-7-8710-807-00	AUDIT FEES	708.00	
677-7-8710-818-00	CONTRACTUAL SERVICES	73,985.28	
	TOTAL WC ADMINISTRATIVE CHARGES	99,150.08	590.39
WC PAYROLL CLAIMS			
677-7-8720-834-03	DEPARTMENT OF PUBLIC SERVICES	3,955.50	
677-7-8720-834-08	FIRE	56,575.93	
	TOTAL WC PAYROLL CLAIMS	60,531.43	0.00
WC MEDICAL CLAIMS			
677-7-8730-834-03	DEPARTMENT OF PUBLIC SERVICES	27,897.52	
677-7-8730-834-07	TREASURER	47,215.97	
677-7-8730-834-08	FIRE	38,975.38	
677-7-8730-834-10	POLICE	3,332.33	
677-7-8730-872-10	CITY MANAGER	388.63	
	TOTAL WC MEDICAL CLAIMS	117,809.83	0.00
	TOTAL EXPENDITURES	277,491.34	590.39
	*** TOTALS BALANCE ***	1,586,808.39	1,586,808.39

*** END OF REPORT ***

COMPONE
ADMINISTRATORS
an FDI Group Company

October 11, 2016

Tarina Myris, Human Resource Manager
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

Dear Ms. Myris:

CompOne Administrators, a member of the FDI Group, is pleased to present our proposal for Workers' Compensation Claims Administration. For the past 45 years we have worked to assemble a dynamic group of insurance services companies. As an organization dedicated to providing complete insurance services across multiple disciplines, The FDI Group is guided by three dominate principles: Integrity, Continuity, and Innovation.

For over eleven years, CompOne has been the City's self-insured Third Party Administrator. In that time, we are very proud of what we have accomplished together. We encourage you to consider the Return On Investment (ROI) as demonstrated in the Workers' Compensation program results when reviewing your options to invest in a TPA partner and remain self-insured. Following is a recap of the ROI to date:

- CompOne's Medical Bill Review and Cost Containment strategies consistently deliver best in class Medical Savings.
  - For 2016, the City is receiving 70% savings against provider charges. Total anticipated savings is $48,163, on costs of $70,620.
    - **Return on Investment is *$34:$1***
  - From 2012-2015, the City received a blended average of 58% savings against provider charges. Total savings was $269,887, on costs of $460,275.
    - **Return on Investment is *$31:$1***
- Total Cost of Claims (annual incurred losses) over the past 11 years is approximately $85,000 per year since partnering with CompOne. Annual cost to administer claims is approximately $16,000.

With CompOne's partnership approach, professional staff and thorough understanding of our clients' divergent businesses, we strive to meet and exceed the goals we set for ourselves. The results demonstrated to the City of Ypsilanti reflect this approach.

The dedicated team that serves the City has longevity with CompOne and working on the City's program. They are experienced and established in managing municipality employee claims. What differentiates our company is the depth of internal resources we have to assist our clients in the successful management of their programs. CompOne and the FDI Group of Companies

bring an unparalleled level of expertise in the fields of claims management, medical cost containment, managed care, and systems technology.
The attached proposal reflects the renewal cost of our program.

What Makes Us Different?

- Flexibility to customize a solution that fits your needs.
- In-house medical management that includes a team of Medical Directors, Nurse Case Managers, Vocational Counselors and Utilization Review Nurses.
- Safety, Loss Prevention and Risk Analysis services are tailored to your business' needs, with onsite services coordinated with your schedule in mind. We are here for you in your time of need – 24 hours a day, 7 days a week.
- Our RMIS application – Eclipse – offers an integrated web-based approach to claims management and medical cost containment.

We continually look at ways to innovate, improve business efficiency, and increase the value we provide to clients and to draw on our core values to make a meaningful difference. We look forward to continuing our partnership with City of Ypsilanti with a common goal of reducing claims, assisting in return to work, maximizing cost savings and delivering excellent customer service to the employees of the City.

Best regards,

Natalie Petrovski
Client Executive
CompOne Administrators
39500 High Pointe Blvd.
Novi, MI 48375

COMPONE
ADMINISTRATORS

39500 High Pointe Blvd., Ste. 400
Novi, MI 48375
(248) 348-8200 phone
(248) 675-2550 fax

CONTRACT FOR SERVICES

PARTIES

City of Ypsilanti (hereinafter "CLIENT") hereby retains CompOne Administrators, Inc. (hereinafter "COMPONE"), to perform the services listed on Schedule V.

TERMS

This contract shall be in effect from 11/01/2016 to 11/01/2019 and shall remain in full force and effect unless amended or terminated.

ATTACHMENTS

Attached hereto and made a part hereof are the following schedules:

I. OBLIGATIONS OF THE PARTIES

II. BANKING

III. TERMS AND CONDITIONS

IV. DEFINITIONS

V. SERVICES AND FEES

City of Ypsilanti Organization Name	CompOne Administrators, Inc. Company Name
By:	By:
Title: Ralph A. Lange City Manager	Title: Bruce T. Stubbs Executive Vice President/COO
Date:	Date:
Address: One South Huron Street Ypsilanti, MI 48197	Address: 39500 High Pointe Blvd, #400 Novi MI 48375

A. **Obligations of COMPONE**

CompOne agrees to perform the following services:

1. With regard to Claims Administration, COMPONE shall:

   a. Review each claim and loss report submitted by the CLIENT during the term of this contract.

   b. Conduct an investigation of each qualified claim or loss to the extent deemed necessary by COMPONE.

   c. Maintain a file for each qualified claim or loss which shall be available for review by the CLIENT.

   d. Adjust, settle, or resist all qualified claims or losses:
      1) within the stated discretionary settlement authority limit;
      2) with specific approval of the CLIENT, if outside the stated authority limit.

   e. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements, and other documents needed to finalize a claim.

   f. Establish and update claim reserves as needed.

   g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Schedule II.

   h. Notify CLIENT, CLIENT's agents, carriers, and excess insurance carriers as designated by the CLIENT, of all qualified claims or losses which may exceed the CLIENT's retention and, if requested, provide information on the status of those claims or losses. COMPONE is responsible for all reporting to excess insurance carrier as required by CLIENT excess insurance policy(ies).

   i. Coordinate investigations on litigated claims with attorneys representing the CLIENT and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the CLIENT.

   j. Investigate and pursue subrogation possibilities on behalf of the CLIENT in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the CLIENT.

   k. Maintain an automated loss and information system, and provide the CLIENT with reports as set forth in Schedule V.

   l. Provide forms, as determined by COMPONE, needed to administer the CLIENT'S program.

   m. Assist the CLIENT in selecting experts or specialists as the claims may require.

n. Provide personnel needed to perform the services agreed to herein.

2. With respect to Self-Insurance Qualification, COMPONE shall assist the CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies

3. With regard to Risk Management Consulting and Appraisals, COMPONE shall provide the services set forth in Schedule V.

4. Provide other services as set forth in Schedule V.

B. **Obligations of CLIENT**

1. CLIENT shall pay COMPONE for services the annual sum set forth on Schedule V as agreed to under the "Billing and Payment Terms" section.

   Where applicable, COMPONE shall audit the claim counts at the 18th month. CLIENT shall pay COMPONE any additional fees due as a result of these audits.

2. CLIENT shall provide funds for the payment of qualified claims or losses, allocated loss expenses, and any Managed Care fees, if applicable. COMPONE shall not be required to advance funds to pay losses, allocated loss expenses, bank charges, or Managed Care fees.

3. Fees are payable upon receipt of invoice. COMPONE reserves the right to charge 1% per month on balances unpaid after 30 days.

SCHEDULE II
BANKING - COMPONE ACCOUNT

COMPONE will provide an on-line check issuance system, which provides for automated payments and control. The account will be funded by the CLIENT. COMPONE will assist the CLIENT in establishing the initial imprest/opening balance of the fund. COMPONE will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. As a result of the advisories, the CLIENT agrees to fund any imprest increase within 30 days of notification.

It is expressly understood that COMPONE shall not be required to advance its own funds to pay any of the CLIENT's obligations.

In the event of cancellation or non-renewal of this contract, CLIENT agrees to fund an amount sufficient to fund all of the CLIENT's outstanding obligations.

If, at any time, CLIENT fails to provide adequate funding, COMPONE shall issue "stop payment" orders on outstanding payments. CLIENT agrees to indemnify COMPONE for any losses resulting from CLIENT's failure to fund its obligations. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges, and overdraft fees, shall be the obligations of the CLIENT and shall be billed to the CLIENT when known. COMPONE shall have the right to convert the CLIENT's program to either daily clearance or voucher upon 48 hours notice to the CLIENT.

SCHEDULE III
TERMS AND CONDITIONS

A. Discretionary Settlement Authority - The limit on any settlement payment by COMPONE shall be as set forth in Schedule V. It is agreed that COMPONE shall have full authority in all matters pertaining to the payment, processing, investigation, and administration of qualified claims or losses within this limit. Failure of COMPONE to settle a qualified claim or loss within such limit shall not subject COMPONE to liability to any party in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an amount in excess of such limit.

B. Terms of Cancellation or Non-Renewal - The original term of this agreement shall be for a period of 3 years commencing on 11/1/2016, and ending on 11/1/2019. Either party can terminate this agreement for any reason by giving 60-day notification to the other in writing of such party's election to terminate this agreement.

In the event of cancellation or non-renewal of this contract, CompOne will continue to manage all pending claims to conclusion of the claims, and claims occurring in this service term but not reported prior to the date of termination unless CompOne is relieved by the Michigan Workers' Compensation Agency. There will be a $400 per claim per year charge for each claim that remains open, should the Client decide to leave tail claims with CompOne.

Should the CLIENT elect to have the files returned to them, COMPONE will provide a tape or paper copy of the claim information. Upon delivery of this information to CLIENT, claim information will be deleted from the system. All documents generated or prepared by COMPONE for the CLIENT or any materials relating to CLIENT held by COMPONE for the CLIENT are the property of the CLIENT and shall be surrendered to the CLIENT within 10 days of termination of the service contract, subject to written request by the CLIENT.

If the CLIENT fails to pay any amounts billed, including but not limited to COMPONE's service fee during the payment period within 30 days, COMPONE shall have the right to terminate the contract by giving the CLIENT and the administrative authorities of the involved status supervising self insurance ten (10) days notice in writing. Costs for file transfer shall be the obligation of the CLIENT.

C. Sole Claims Administrator - During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that COMPONE shall be the sole claims administrator with respect to the CLIENT's program and that all new claims under CLIENT's program shall be forwarded to COMPONE. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without COMPONE's prior written consent.

D. Practice of Law - COMPONE will not perform any service which may constitute the unauthorized practice of law.

E. Mutual Indemnification - COMPONE agrees to defend, indemnify, protect, save, and keep harmless CLIENT from any and all loss, cost, damage, or exposure arising from the negligent acts or omissions of COMPONE.

CLIENT agrees to defend, indemnity, protect, save, and keep harmless COMPONE from any and all loss, cost, damage, or exposure arising from the negligent acts or omissions of CLIENT.

The foregoing indemnification provisions shall survive termination of the Agreement.

F. Notices - Any notices required to be given under this contract shall be sent by certified mail to the following case of COMPONE:

Bruce T. Stubbs
Executive Vice President & COO
CompOne Administrators, Inc.
39500 High Pointe Blvd., Suite 400
Novi, MI 48375

And in the case of the CLIENT:

City of Ypsilanti
Ralph A. Lange
City Manager
One South Huron Street
Ypsilanti, MI 48197

G. Successors - This contract shall be binding upon and shall inure to the benefit of all assigns, transferees, and successors in interest of the parties.

H. Modification - This contract represents the entire agreement between the parties and may be modified only in writing. COMPONE reserves the right to request a modification of fees if:

- It is determined that the historical data upon which COMPONE's fees and service charges developed were based upon erroneous, obsolete, or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

- During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of COMPONE's services or responsibilities.

I. Confidentiality of Data - All data furnished by the CLIENT, or generated as a result of services performed under this agreement, and other information designated by the CLIENT in writing, shall be treated as confidential. COMPONE reserves the right to use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected.

J. Status - It is understood that COMPONE is engaged to perform services under this contract as an independent contractor and not as an agent of the CLIENT. This contract shall be governed by the laws of the State of Michigan.

K. Reporting - COMPONE will not assure that other coverage (unknown to COMPONE) exists for a qualified claim or loss. COMPONE shall not be responsible for reporting to carriers on a type of claim or loss not managed by COMPONE.

L. Fines and Penalties - COMPONE shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omissions of the CLIENT, or by previous or successor claim administrators.

M. Solicitation of Employees - CLIENT agrees that, during the term of the Agreement and for a two-year period thereafter, CLIENT shall not, without the written consent of the President of COMPONE, solicit to hire, or hire any employee of COMPONE who, during the term of this Agreement, has performed, or contributed to the performance of services hereunder. CLIENT further acknowledges that the damages suffered by COMPONE as a result of breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay COMPONE an amount equal to fifty percent (50%) of such employee's annualized salary amount at COMPONE as of the date of breach.

N. Risk Management Consulting - With respect to any risk management consulting services, including any form of inspection service provided by COMPONE to CLIENT:

1. Such services shall be in the nature of advisory to the CLIENT only and shall not be construed as imposing upon COMPONE any duty to implement any recommendation made by COMPONE or to otherwise ensure that any premises, equipment, or other subject matter of COMPONE consulting service is safe from hazards or defects.

2. Such services shall be solely for the benefit of CLIENT and shall not be construed as creating any duty to, or conferring any right to, any third party, including without limitation, any duty to warn any third party or the public at large.

3. The scope of such services may be subject to further limitations pursuant to the terms of any written reports delivered to CLIENT and respecting such services.

4. CLIENT shall make no communication to any third party concerning the role or nature of COMPONE's services without the prior consent of COMPONE.

O. Claim File Records - COMPONE will retain claim files for 24 months following date of closure. Thereafter, files will be returned to CLIENT or forwarded to such location as may be designated by the CLIENT for continued storage.

P. Subrogation - To the extent COMPONE is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, COMPONE is authorized to collect, in the name of the CLIENT or in the name of COMPONE, all funds due as a result of such recovery or subrogation activities. COMPONE shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.

SCHEDULE IV
DEFINITIONS

Claim - Any report of an accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

Discretionary Settlement Authority - COMPONE is authorized to make payment, or loss expense, up to this amount, as COMPONE deems necessary.

Qualified Claim or Loss - COMPONE will investigate and adjust any loss or claim occurring within the service term, provided the loss or claim type is identified in Schedule V.

Allocated Expenses - Shall be the responsibility of the CLIENT and shall include, but not be limited to:

-Legal fees
-Professional photographs
-Medical records
-Experts' rehabilitation costs
-Accident reconstruction
-Architects, contractors
-Engineers
-Police, fire, coroner, weather, or other reports
-Property damage appraisals
-Extraordinary costs for witness statements
-Official documents and transcripts
-Sub rosa investigations
-Medical examinations
-Payments made for claim file
-Extraordinary travel made at client request
-Court reporters
-Fees for service of process
-Pre and post judgment interest paid
-Chemists
-Collection costs payable on subrogation
-Managed care
-ISO Indexing Services
-Any other similar costs, fee, or expense reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss which must have the explicit prior approval of the CLIENT.

Managed Care - Managed Care service shall include, but not be limited to:

-Preferred Provider Organization networks	-Light duty and return to work programs
-UCR application	-Prospective injury management services
-Medical case management services	-Hospital bill audit services
-Vocational rehabilitation services	-First Report of Injury reporting and state filing
-Utilization review services	-Peer review services

SCHEDULE V
SERVICES AND FEES

Services Provided:

A.	**Claims Administration**		
	a.	Auto Liability - Bodily Injury (AB)	N/A
	b.	Auto Liability - Property Damage (AD)	N/A
	c.	Auto Physical Damage (APD)	N/A
	d.	General Liability - Bodily Injury (GB)	N/A
	e.	Products Liability	N/A
	f.	Professional Liability	N/A
	g.	Property (PR)	N/A
	h.	Workers' Compensation (WC) Service Fee Based on a FLAT FEE	Annual Service Fee $19,302
	i.	Medical Bill Review	Included
	j.	Assumption	N/A
	k.	Other: Acct Maint/Claims Reviews	Included
B.	**Loss Funding**		
	a.	COMPONE Banking	Continuing
	b.	Voucher	N/A
	c.	Client Owned Banking	N/A
C.	**Supplemental**		
	a.	Meetings	At clients request not to exceed 4 per year
	b.	Case Management Services Option is available to use your preferred vendor or a discounted rate of $94 per hour is offered with ManageAbility Services	Allocated to file
	e.	Settlement Authority	None
	f.	Index Bureau	Current ISO Pricing
	g.	Coordination	Standard
	h.	Set up program	Included in fees
	i.	Incident Processing	Included
	j.	Record Only Processing	Included
	k.	Update Appraisals	N/A
	l.	Risk Inspections	N/A
	m.	Utilization Review (paid off file) Option to use your preferred vendor or discounted rate of $94 per hour is offered with ManageAbility Services for file reviews.	Allocated to file
	n.	PPO & PHARMACY–	25% of savings
D.	**Risk Management Consulting**		
	a.	Loss Control – 2 days annually @ $135 per hour	Included
	b.	Other:	
		TOTAL: $19,302	

Option 1 - Inclusive with Bill Review

Additional Service Terms and Conditions: Service fees payable during the contract term are earned at the contract inception date. The deferred portion of the minimum claims fees will be earned at the rate of quarterly from the anniversary date of the contract. The following payment schedule applies:	
Due date	**Amount**
11/01/2016	$9,651
05/01/2017	$9,651
11/01/2017	$9,651
05/01/2018	$9,651
11/01/2018	$9,651
05/01/2019	$9,651
Billing will be done semi-annually unless otherwise stated.	

Billing is to be e-mailed to: Tarina Myris, HR Manager
tmyris@cityofypsilanti.com

FDIGROUP

Client Listing

CompOne and Rizikon are members of The FDI Group of companies. | Rizikon is a US Federal Government Contractor.

Government Municipalities

County of Ingham

City of Ann Arbor

City of Bay City

City of East Lansing

City of Grand Rapids

City of Grosse Pointe Farms

City of Inkster

City of Lansing

City of Pontiac

City of Seymour

City of Sterling Heights

City of Taylor

City of Warren

City of Wyoming

City of Ypsilanti

Lansing Board of Water and Light

State Universities

Andrews University

Central Michigan University

Ferris State University

Grand Valley State University

Western Michigan University

Transportation

Capital Area Transportation Authority (CATA)

Tribal Governments *

Grand Traverse Band of Ottawa/Chippewa Indians

Saginaw Chippewa Indian Tribe

Sault Ste. Marie Tribe of Chippewa Indians

Little Traverse Bay Bands of Odawa Indians

School Systems

Bloomfield Hills School District

Carmen-Ainsworth Community School District

Cranbrook Educational Community

East Detroit Public School District

Huron Valley School District

Lakeview Public School District

Portage School District

Southgate Community School District

Associations

Michigan Association of Ambulance Services (MAAS)

Michigan Bankers Association

Hospitals & Healthcare

Allegiance Health

Blue Cross Blue Shield of Michigan

* Tribal Governments : Law enforcement, health services, roads, recreation, housing, natural resources, education, hospitality/gaming.

CITY OF YPSILANTI

2016
EXCESS WORKERS' COMPENSATION
RENEWAL PRESENTATION

PRESENTED BY: FDI GROUP
October 11, 2016

Midwest Employers Casualty Company
a W. R. Berkley Company

Excess Workers Compensation Quotation Sheet

Insured: City of Ypsilanti
Policy #: EWC008848

Policy Effective Date: 11/01/2016
Quote Date: 09/22/2016
Quote Expiration Date: 60 Days

	QUOTE OPTIONS					
POLICY TERMS	**0205072**	**0205097**	**0205098**	**0205100**		
Named States	MI	MI	MI	MI		
SPECIFIC:						
Specific Limit	STATUTORY	STATUTORY	STATUTORY	STATUTORY		
Specific Retention	$400,000	$450,000	$400,000	$450,000		
Specific Retention - 7704 MI	$500,000	$500,000	$500,000	$500,000		
Specific Retention - 7720 MI	$500,000	$500,000	$500,000	$500,000		
EMPLOYERS LIABILITY:						
Employers Liability Limit	$1,000,000	$1,000,000	$1,000,000	$1,000,000		
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific		
AGGREGATE:						
Aggregate Limit	$5,000,000	$5,000,000	$5,000,000	$5,000,000		
Rate as a % of Normal Premium	402.62%	408.13%	362.36%	367.32%		
Estimated Aggregate Retention	$680,545	$689,858	$1,224,987	$1,241,755		
Minimum Aggregate Retention	$666,934	$676,061	$1,200,487	$1,216,920		
Aggregate Loss Limitation	$400,000	$450,000	$400,000	$450,000		
RATING BASE:						
Est. Annual Payroll	$6,297,118	$6,297,118	$6,297,118	$6,297,118		
Est. Annual Manual Premium	$169,029	$169,029	$169,029	$169,029		
Length of Policy (Years)	1.000000	1.000000	2.000000	2.000000		
Est. Policy Normal Premium	$169,029	$169,029	$338,058	$338,058		
Rate as a % of Normal Premium	27.8%	26.97%	27.8%	26.97%		
PREMIUM:						
Total Est Policy Prd Premium (Including Flat Charges)	$46,990	$45,587	$93,980	$91,174		
Policy Minimum Premium	$42,291	$41,028	$84,582	$82,057		
Deposit Premium	$46,990	$45,587	$46,990	$45,587		
Deposit Flat Charge(s)	NA	NA	NA	NA		
Total Deposit Due	$46,990	$45,587	$46,990	$45,587		
Terrorism Risk Ins Act of 2002 (Incl in Total Deposit Due above)	$1,410	$1,368	$1,410	$1,368		

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.

Midwest Employers Casualty Company
a W. R. Berkley Company

Endorsement Schedule Quotation

Insured: City of Ypsilanti
Policy #: EWC008848

Policy Effective Date: 11/01/2016
Quote Date: 09/22/2016
Quote Expiration Date: 60 Days

Quote Option(s) 205098, 205100 Include(s) the following Endorsements:

CMB-187	Two Year Policy Short Rate Table
ISI-285	More Than One Premium Adjustment

The following endorsements apply to all quote options:

CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-MI	Michigan

Date Printed: 09/22/2016

Midwest Employers Casualty Company
a W. R. Berkley Company

Policyholder Disclosure Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is shown below and does not include any charges for the portion of losses covered by the United States Government under the Act.

	0205072	0205097	0205098	0205100
TRIA Charge	$1,410	$1,368	$1,410	$1,368

Name of Insurer: Midwest Employers Casualty Company
Name of Insured: City of Ypsilanti

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:
(a) Experience Modification Factor:
(b) Other Modification Factor:
Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 6

Schedule Item 6 is amended to read as follows:

6. Specific Retention:

Classification	Specific Retention
All Other	

The term "All Other" refers to any class code on the Policy which is not specifically named above.

If an accident involves multiple Employees in separate classifications with different Specific Retentions, then the greatest of the Specific Retentions will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Date Printed:

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Michigan Endorsement

This endorsement applies only to coverage provided by this Policy because Michigan is named in Item 3 of the Schedule Page.

Section A. Self-Insurance of the General Section of this Policy is amended to read as follows:

A. Self-Insurance. Our obligations under this Policy are subject to the condition that you are, at the inception of this Policy and shall remain until the end of the Policy Period, authorized to operate as a duly qualified self-insurer, in each State named in Schedule Item 3. If, after the inception of this Policy, the authority shown below in Section I. Cancellation of Part Six – Conditions revokes your authorization to operate as a duly qualified self-insurer, this Policy will apply as if you remain a qualified self-insurer.

Section C. Loss of Part One – Workers' Compensation Excess Indemnity is amended to read as follows:

C. Loss under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Michigan Workers' Compensation Law in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, 100% of the following payments:

1. Benefit payments made by you as required by the Michigan Workers' Compensation Law;
2. Benefit payments, as required in the Michigan Workers' Compensation Law that are due and owing to claimants;
3. Benefit payments made on your behalf as required in the Michigan Workers' Compensation Law, by a surety under a bond or through the use of other security required by the director;
4. Payments made by the Michigan Self-Insurers' Security Fund; and
5. Payments for usual and customary claims allocated loss adjustment expenses as listed in Part Four – Claims, Section L. Reimbursable Claim Handling Expense of this Policy.

Item 3 of Section J. Good Faith Claims Handling and Settlements of Part Four – Claims is amended to read as follows:

3. **Settlement Within Your Retention.** If you are presented with an objectively reasonable opportunity to reach a Full and Final Settlement of a Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it. If a Claim is filed in a State that will not allow a Full and Final Settlement, and you are presented with an objectively reasonable opportunity to reach a partial settlement of the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it.

Section N. Commutation by Mutual Agreement of Part Four – Claims is deleted in its entirety.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Section C. Bankruptcy or Insolvency of Part Six – Conditions of this Policy is amended to read as follows:

C. **Bankruptcy or Insolvency.** Your bankruptcy or insolvency shall not relieve us from the payment of any Loss covered by this Policy. After the Retention shown on the Schedule has been paid, payments shall be made by us as if you had not become bankrupt or insolvent but not in excess of the Specific Limit or the Aggregate Limit shown on the Schedule. Payment shall be made to the Trustee in Bankruptcy or as directed by the Michigan Self-Insurers' Security Fund. We shall never make payments below the Retention shown on the Schedule, nor shall our indemnity obligations under this Policy ever be increased or broaden because of your bankruptcy or insolvency.

Section D. Other Insurance of Part Six – Conditions of this Policy is amended to read as follows:

D. **Other Insurance.** If any other insurance, reinsurance, indemnity agreement or other reimbursement agreement exists protecting you against Loss covered by this Policy, the indemnity coverage afforded under this Policy shall be applied on a pro-rata basis with such other insurance, reinsurance, indemnity agreement or other reimbursement agreement.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

I. **Cancellation.** You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. We may cancel this Policy by giving you and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
Self-Insured Programs
P.O. Box 30016
Lansing, Michigan 48909

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

The following section is added to this Policy:

MCLA Section 500.3008 Requirements

In accordance with the requirements of MCLA Section 500.3008, it is agreed that notice given by or on behalf of the Insured to any authorized agent of the Insurer within this State, with particulars sufficient to identify the Insured shall be deemed to be notice to the Insurer; and it is also agreed that failure to give any notice required to be given by this Policy within the time specified herein shall not invalidate any claim made by the Insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:
Policy No.:
Named Insured:

More Than One Premium Adjustment Endorsement

Part Five – Premium of the Policy is amended to read as follows:

PART FIVE - PREMIUM

A. Deposit and Adjustment Premiums. At the beginning of each Payroll Reporting Period set forth in Schedule Item 12, you must pay us the Deposit Premium and any flat charges shown in the Schedule.

1. At the end of each Payroll Reporting Period set forth in Schedule Item 12 you shall owe us the amount by which the Final Premium is greater than the Deposit Premium.;

2. At the end of the last Payroll Reporting Period, if the sum of the Deposit Premiums for all Payroll Reporting Periods is greater than the sum of the Final Premiums for all Payroll Reporting Periods, we shall owe you the difference.

B. Payroll Report. Within forty-five (45) days after the end of each Payroll Reporting Period, you must send us a report showing the amount of Payroll earned by your Employees during the Payroll Reporting Period. The report must show Payroll separately for each classification identified in Schedule Item 11.

C. Final Premium. The Final Premium due to us for each Payroll Reporting Period shall be computed as shown in Schedule Item 12(a).

Normal Premium means the sum of the products of your audited Payroll within each classification shown in Schedule Item 11 for each State named in Schedule Item 3 multiplied by the rate shown in Schedule Item 11 for the respective classification, the product of which shall be further multiplied by the Experience Modification Factor shown in Schedule Item 11(a) and/or any Other Modification Factor shown in Schedule Item 11(b).

Unless this Policy is cancelled, Final Premium shall be at least the Minimum Premium shown in the Schedule.

When determining Final Premium, any flat charges shown in the Schedule are not subject to additional computations or modification factors.

If we cancel this Policy, Final Premium shall be calculated pro rata based on the time this Policy was in force. Final Premium shall not be less than the pro rata share of the Minimum Premium shown in the Schedule.

If you cancel this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the Minimum Premium shown in the Schedule.

If this Policy is automatically cancelled because of the loss of your duly qualified self-insurer status as stated in Section A. Self-Insurance of the General Section of this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the total Minimum Premium shown in the Schedule.

The Final Premium due to us shall not be reduced by the existence of any other insurance, reinsurance, indemnity agreement or other reimbursement agreement protecting you against Loss covered by this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

D. Payroll means the gross pay of your Employees for each Payroll Reporting Period plus other amounts and items earned by your Employees as part of their pay for each Payroll Reporting Period. Payroll also includes:

1. Gross pay plus other amounts and items earned by your officers if covered under this Policy;

2. The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual; and

3. Assigned Payroll attributed to volunteers for whom you are legally obligated to provide benefits under the Workers' Compensation Law. Assigned Payroll means:

   a. For volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee; and
   b. For volunteer firefighters or volunteer police officers, the greater of $12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in Payroll for each such volunteer firefighter or volunteer police officer.

   Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

   No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law because Part One of this Policy does not apply with respect to that worker.

E. Records. You shall keep records of information needed to compute premium. You shall provide us with copies of those records when we ask for them.

F. Audit. Upon our request, you shall let us or our representatives examine and audit all your Payroll records. Payroll records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, Payroll and disbursement records, and programs for storing and retrieving data. The audits may be conducted during your regular business hours.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your Policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is _____, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

_____
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Date Printed:

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Two Year Policy Short Rate Table Endorsement

If you cancel this Policy prior to the expiration of the two-year Policy Period shown in Schedule Item 5, the following short rate table will apply to the Total Estimated Policy Premium shown in Schedule Item 12(c):

Month When Cancellation Effective	Short Rate Percentage
1	13%
2	19%
3	23%
4	27%
5	31%
6	35%
7	39%
8	43%
9	47%
10	51%
11	55%
12	59%
13	63%
14	67%
15	71%
16	75%
17	79%
18	82%
19	85%
20	88%
21	91%
22	94%
23	97%
24	100%

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Date Printed:

WORKERS COMPENSATION QUOTE

11/01/2016 – 11/01/2017

FOR:

CITY OF

YPSILANTI

Home of Eastern Michigan University

The WorkSafe People, Serving You

As The WorkSafe People™, we're experts at helping our customers keep their workers safe and their costs down. A trusted name in workers' compensation since 1912, Accident Fund is financially strong and stable; rated "A-" (Excellent) by A.M. Best and a wholly owned subsidiary of Accident Fund Holdings, Inc., one of the largest workers' compensation insurers in the country.

WorkSafe Consulting Services

Accident Fund partners with you to protect your most important asset: your employees. We give you access to a wide array of loss control services and online safety materials:

- Experienced WorkSafe Consultants in the field providing free safety services to you.
- Workplace assessments to identify job hazards, ergonomic and personal protective equipment enhancements, and loss trend analysis.
- No cost safety training modules, including Spanish-language options, accessible 24/7 for all of your employees.
- Loss control booklets and other printed materials available on our website.
- Low-cost safety training videos from our online library.
- Monthly WorkSafe Solutions e-blasts containing industry-specific safety information.

Superior Medical Management & Claims Expertise

Our experienced medical management team and extensive provider network help us ensure you get the very best care at the lowest possible cost. Our medical management program features:

- Care Analytics™ — Through the analysis of millions of medical bill transactions and 10 years of claims data, Accident Fund has established a database of experienced workers' compensation medical providers that adhere to best practices for treating claimants while realizing significant cost savings for policyholders.
- In-house medical management team — Our team is comprised of nurse case managers and a full-time medical director who's a licensed physician with more than 30 years of experience.
- Pharmacy program — Our program results in average annual savings of nearly 40% on prescription drugs, which translates into more than $3.3 million annually.
- Expert medical bill review — Our medical bill review processes help us outperform our competition by 25% per dollar billed.
- Subrogation — We examine every claim for subrogation potential. As a result, we saw $6.3 million in annual recoveries during 2011.

Fraud Detection and Prevention

Accident Fund is committed to preventing and detecting fraud through our experienced claims team and our Investigative Services Unit.

- ISU is staffed with several former law enforcement professionals who are experts in investigating potential work comp fraud.
- Claims examiners, certified by the National Insurance Crime Bureau, work to detect fraud early in the claims reporting process to prevent unnecessary expenses.
- We aggressively prosecute fraud in partnership with appropriate authorities.

Return-to-Work Programs

If you don't already have an established return-to-work (RTW) program, we can help you create one — and the time to start one is now. According to the National Council on Compensation Insurance data, lost time accounts for more than 40% of the total cost of an average workers' compensation claim.RTW programs can have the single-largest impact on cost savings related to workers' compensation premiums.They help keep costs down and morale up, saving you money and increasing employee self-esteem.

Accident Fund
INSURANCE COMPANY OF AMERICA

Accident Fund INSURANCE COMPANY OF AMERICA

George B. Ford Agency, Inc.

WORKERS' COMPENSATION QUOTE

To:	CITY OF YPSILANTI
From:	Accident Fund Ins Co Of America
Agency:	George B. Ford Agency, Inc.
Agency Code:	9002554
Agency Contact:	DEBBIE FLOYD-SNOEK
Date:	Thursday, October 06, 2016
Insured:	CITY OF YPSILANTI
Quote Id:	2389369-00
City/State:	YPSILANTI, MI
FEIN/SSN:	386004750
Effective Date:	11/01/2016
Expiration Date:	11/01/2017

ACCIDENT FUND INS CO OF AMERICA is pleased to present your Workers Compensation Insurance coverage in the state of MI.

Michigan Merit Modification is Unavailable

Premium:	$206,829.00
Minimum Premium:	$750.00
Dividend Plan:	
Payment Plan:	Direct Bill - 10 Pay (Deposit 10%)

Employers' Liability

Each Accident	Disease - Policy Limit	Disease - Each Employee
$1,000,000.00	$1,000,000.00	$1,000,000.00

Installment Schedule

Installment #	Date Due	Installments	Amount($)
1	11/1/2016	WC Policy - Initial Installment - 10%	20,682.90
2	12/1/2016	WC Policy - Installment	20,682.90
3	1/1/2017	WC Policy - Installment	20,682.90
4	2/1/2017	WC Policy - Installment	20,682.90
5	3/1/2017	WC Policy - Installment	20,682.90
6	4/1/2017	WC Policy - Installment	20,682.90
7	5/1/2017	WC Policy - Installment	20,682.90
8	6/1/2017	WC Policy - Installment	20,682.90
9	7/1/2017	WC Policy - Installment	20,682.90
10	8/1/2017	WC Policy - Installment	20,682.90
Total Installments			**$206,829.00**

A per bill fee may apply.

Other Payment Plan Options

1 Pay (Deposit 100%)
2 Pay (Deposit 50%)
4 Pay (Deposit 25%)
Premium Finance - Full Pay
AccuPremium

Coverage

State	Location	Class Code	Class Description	Premium Basis	Rate per $100/Factor	Est. Annual Premium
Michigan	1	5509	STREET OR ROAD MAINTENANCE	$363,490.00	6.0900	$22,137.00

Michigan	1	7704	FIREFIGHTERS	$1,314,132.00	7.6900	$101,057.00
Michigan	1	7720	POLICE OFFICERS	$2,500,385.00	5.7500	$143,772.00
Michigan	1	8227	CONTRACTORS PERMANENT YARDS	$118,832.00	4.3000	$5,110.00
Michigan	1	8810	CLERICAL OFFICE EMPLOYEE	$1,179,351.00	0.1900	$2,241.00
Michigan	1	8868	PROFESS EMPLOYEES, TEACHERS	$21,775.00	0.8900	$194.00
Michigan	1	9015	JANITORIAL OPERATIONS & CUSTODIAL CARE	$159,102.00	4.5900	$7,303.00
Michigan	1	9063	Y.M.C.A. OR Y.W.C.A. INSTIT.	$102,108.00	1.9200	$1,960.00
Michigan	1	9102	PARK, MUNICIPAL	$55,912.00	4.3200	$2,415.00
Michigan	1	9403	GARBAGE COLLECTION	$228,539.00	10.0000	$22,854.00
Michigan	1	9410	MUNICIPAL, TWP, COUNTY OR STATE EMP NOC	$256,493.00	1.6000	$4,104.00
Subtotal						**$313,147.00**
Michigan	1	9741	CATASTROPHE	$6,300,119.00	0.0100	$630.00
Michigan	1	9740	TERRORISM	$6,300,119.00	0.0200	$1,260.00
Michigan	1	9812	INCR LIMITS OF EMPLOYERS LIAB	$313,147.00	0.0200	$6,263.00
Michigan	1	9887	SCHEDULE CREDIT	$319,410.00	0.7000	($95,823.00)
Michigan	1	0063	PREMIUM DISCOUNT	$223,587.00	0.0845	($18,898.00)
Michigan	1	0900	EXPENSE CONSTANT	$0.00	0.0000	$250.00
Subtotal						**($106,318.00)**
Total for Location						**$206,829.00**
Total State Premium						**$206,829.00**
Total For Policy						**$206,829.00**

The quotation requested should be considered an estimate and is subject to change based on changes in rates or any other item by jurisdictions that have control over such items. The quote is valid until the effective date of the policy.

michigan municipal league
workers' compensation fund

October 4, 2016

Ms. Frances McMullan
Interim City Manager
City of Ypsilanti
1 S. Huron Street
Ypsilanti, MI 48197-5453

RE: Proposal from the MML Workers' Compensation Fund

Frances, the principal benefits of the MML Workers' Compensation Fund are:

- Fixed Expenses
- Stable Premiums
- Expert Michigan-based Claims Service
- Targeted Public Entity Loss Control

Attached are the following:

- **Proposal from the MML Workers' Compensation Fund** – annual pricing indication (7-1-2016 to 2017) and pro-rated premium (11-1-2016 to 7-1-2017), subject to year-end audit. Note:
  - Experience modification factor (using 2012, 2013, 2014 and 2015 to date claim experience). In 2012, the City paid $232,005 in claims, which is over 52% of the total claims paid for all claims since 11-1-2011. When this claim year drops out of the calculation in 2017, the experience modification will drop significantly, reducing the City's 2017 premium (unless the City incurs high claim frequency or severity before the end of this year.)
  - If the City joins the MML Workers' Compensation Fund on 11-1-16, the City will be eligible to receive dividend premium credits starting with the July 1, 2018/2019 policy term.
- City of Ypsilanti Workers' Comp. Claims and Fees Experience summary as of 9-28-16
- MML Workers' Compensation Fund Application for Membership – www.mml.org/insurance/fund/pdf/membership_application.pdf
- MML Workers' Compensation Fund Bylaws, Operating Procedures and Coverage Document

I am happy to answer any questions or attend any meetings on this topic. Just let me know.

Sincerely,

Judy

Judith A. Thomson-Torosian, CPCU, CIC, ARM,
Service and Sales Manager

Service Provider: Meadowbrook® Insurance Group

Loss Control & Member Services: P.O. Box 2054, Southfield, MI 48037 ;(800) 482-0626; Fax (248) 358-1614
Southfield Claims Service: P.O. Box 5174, Southfield, MI 48086-5174 ;(800) 482-0626; Fax (248) 358-3251
Grand Rapids Claims: 3196 Kraft Ave, SE Suite 206Grand Rapids MI 49512-2065; (616) 942-0311; Fax (616) 942-0390
www.mml.org

City of Ypsilanti Workers' Compensation Claims and Fees Experience

Comparison of Self Funded Workers Compensation Programs

Calendar Year	2010*	2011	2012	2013	2014	2015	2016	Average
Claims Paid	$ 61,595	$ 15,583	$ 232,005	$ 99,733	$ 64,548	$ 29,666		
Reserves for Open Claims	$ 19,597	$ -	$ -	$ -	$ -	$ 5,612		
Total Incurred	$ 81,192	$ 15,583	$ 232,005	$ 99,733	$ 64,548			
TPA fees	$ 15,000	$ 15,000	$ 15,000	$ 17,000	$ 17,000			
Reinsurance Cost	$33,000	$37,584	$33,503	$42,996	$48,118			
Total Cost	$ 129,192	$ 68,167	$ 280,508	$ 159,729	$ 129,666	$ -		$ 153,452.38
Claims	22	34	28	29	26	13		
Claims Open	5	0	0	0	0	4		

Cash Basis	2010*	2011	2012	2013	2014	2015	2016	
Paid Claims	$ 173,929	$ 15,583	$ 232,005	$ 99,733	$ 64,548	$ 29,666		
TPA fees	$ 15,000	$ 15,000	$ 15,000	$ 17,000	$ 17,000			
Reinsurance Cost	$33,000	$37,584	$33,503	$42,996	$48,118			
Total Cost	$ 221,929	$ 68,167	$ 280,508	$ 159,729	$ 129,666	$ -		$ 171,999.80
Claims	22	35	28	28	19			
Claims Open	5	6	16	5	4			

*2010 data is as of 3-29-16

All other claim data is as of 9-28-16

michigan municipal league

Workers' Compensation Fund

Proposal for the

CITY OF

YPSILANTI

Home of Eastern Michigan University

Presented By:

Judith A. Thomson-Torosian, CPCU, CIC, ARM
Meadowbrook® Insurance Group, Service Provider
248-204-6137

October 4, 2016

City of Ypsilanti

About the Workers' Compensation Fund

The Michigan Municipal League Workers' Compensation Fund is the state's leading provider of municipal workers' compensation and risk management services. The Fund has the lowest rates, the best claims service and the highest historical return of dividends of any insurer in Michigan. The Fund has over 900 members, over $140 million in assets and almost $60 million in net member equity. Efficient administration, effective loss control programs and proactive claims services have resulted in rates that are on average 50 percent lower than those of our nearest competitor.

Our Mission

To provide a long-term, stable, cost-effective risk management alternative for members and associate members of the Michigan Municipal League.

What You Can Expect Of Us

- A commitment to learn, understand and respond to your insurance needs;
- Continuous planning and innovation in product development and service delivery;
- Products that meet your needs in terms of price, coverage and service;
- Prompt, accurate, and courteous response to your questions, problems and claims;
- Knowledgeable and professional staff serving your needs consistently and with integrity;

City of Ypsilanti

The MML Workers' Compensation Fund

- 905 Members with almost $24 million in annual Member premium
- Over $140 million of Total Assets
- Over $200 million in Member dividends returned since the Fund's 1977 inception

These local communities are current Fund members:

19 Members in Washtenaw County

- Some of the Larger Washtenaw County Members:
  - City of Chelsea
  - City of Saline
  - Ypsilanti Charter Township
  - Ypsilanti Community Utilities

Almost $550,000 of premium in Washtenaw County

Your Benefits with the Michigan Municipal Worker's Compensation Fund

- Expert legal defense
- Long-term stability
  - operational since 1977
- 34 years of dividend returns
- Lower rates based on Fund Member experience
- Loss Control Service & Resources
- Law Enforcement Specialists
- Expert Governmental claims handling for the life of the claim

The advantages of the Fund can be summarized by:

Service / Control / Value

City of Ypsilanti

Coverage and Cost Summary

Effective Date: November 1, 2016 (the quote provided shows the annual premium as of July 1, 2016)

Payment Plan: Common Twelve Month Anniversary (July 1 through June 30) – Quarterly Premium Installments

Employer's Liability: $500,000 per occurrence limit ($1,000,000 Limit is available upon request for an additional premium)

Dividend:

That portion of Members' contributions and investment income which shall not be required to pay claims, pay administration expenses or to fund required or appropriate reserves may be returned to current Members of the Fund at the discretion of the Board of Trustees, when authorized by the Bureau.

Former Members who were members on or after December 31, 1998, are eligible to receive a pro-rata share of the dividend approved by the Bureau to be distributed for any Fund year in which they were Members. Former Members are entitled to receive their share after Distribution Date. The Distribution Date is defined as the later of either (1) the date two years and one day after they ceased to be a Member or (2) the date when all the former Member's claims are closed. A former Member's distribution will not exceed the lesser of the former Member's pro rata share of the difference, if any, between (a) the audited premium paid by the former Member and (b) the sum of (i) the amount of dividends received by the former Member, plus (ii) the amount paid by the Fund related to the former Member's claims including, but not limited to, statutory benefits and allocated loss adjustment expenses, plus (iii) the Member's pro rata share of administration expenses and fees. This amount will be determined based on the former Member's entire membership period. Dividends declared before the Distribution Date will be held in a contingency fund pending recalculation of the amount owed, if any, to the former Member on the Distribution Date. (Section 12 of the Fund's Operating Procedures)

Since inception, the Fund has returned <u>over $200 million in dividends</u>.

Historically Members have received an average return of 30% of premium.

City of Ypsilanti

Michigan Municipal
Worker's Compensation Fund
Regulatory Requirements

The Fund must obtain Bureau approval of:

- ☑ Rates and premiums
- ☑ Dividend distributions
- ☑ Investments
- ☑ Reinsurance placements
- ☑ Contracts with service companies
- ☑ Experience rating plan
- ☑ Administrative expenses
- ☑ Fund bylaws

The Fund must submit to the Bureau:

- ☑ Quarterly financial statements
- ☑ Individual member applications
- ☑ Outside claim reserve audits
- ☑ Actuary's reserve study
- ☑ Copy of fidelity insurance
- ☑ Rates by classifications
- ☑ Minutes of Trustee meetings
- ☑ Loss data
- ☑ Annual renewal application
- ☑ Proof of competent personnel
- ☑ Agreement with administrator

Risk Management Services

- Safetysurance website available to members
- Risk Control Solutions on a variety of topics
- Risk Management is Good Management Program
- On-site Safety Consultation
- Reduced rates at related MML Training Events

All Available at *No* Additional Cost

City of Ypsilanti

Membership Responsibilities

Membership in the Michigan Municipal Worker's Compensation Fund (the Fund) provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Bylaws, Operating Procedures and Coverage Summary booklet. Following is a summary of the membership responsibilities. Please refer to the *MML Workers' Compensation Fund Bylaws, Operating Procedures and Coverage Summary* for more information.

- The Fund has a common renewal date (July 1 through June 30) for all Members. Each Member shall continue membership for a period of not less than one year. At the conclusion of one year, a Member may withdraw from the Fund by giving at least a sixty (60) day notice in writing to the Board of Trustees.

- At the conclusion of each policy term, each member's premium is subject to an audit based on actual payrolls by classification code. Each member is required to timely pay to the Fund the premium as determined by the Fund. If the audit results in a credit to the Member, the Fund will issue a refund. Failure to pay the premium when due shall subject the Member to termination.

- Members must maintain membership or associate membership status in the Michigan Municipal League.

- Adopt and execute any agreements required by law or the Board of Trustees.

- Make and enforce such reasonable safety regulations and take such precautions as may be required by the Fund or its service company.

- Comply with the policies and the operating procedures promulgated by the Board of Trustees.

- Satisfy all other requirements that may from time to time be established by the Board of Trustees and appropriate governmental authorities.

Michigan Municipal League Workers' Compensation Fund

PRICING INDICATION FOR WORKERS' COMPENSATION

Quote # APP8246204

Insured:
Ypsilanti, City of
1 South Huron Street

Ypsilanti, MI 48197

Agent:
Meadowbrook Insurance Group
26255 American Drive

Southfield, MI 480346112

Effective Date: 11/01/2016 **Expiration Date:** 07/01/2017 **Quote Date:** 10/04/2016

Location # 01 Address: 1 South Huron Street
Ypsilanti, MI 48197

STATE: MI COVERAGE: Statutory

CODE	CLASSIFICATION	ESTIMATED ANNUAL PAYROLL	RATE	PRORATED PREMIUM	ANNUAL PREMIUM
5509-00	Street Operations	245,008	7.38	11,988	18,082
7704-01	Firefighters	1,313,874	4.22	36,760	55,445
7720-01	Police Officers	2,184,189	2.82	40,837	61,594
8395-00	Garage Operations	117,995	3.38	2,644	3,988
8810-01	Clerical-Office	1,394,319	0.45	4,160	6,274
8810-02	Elected Officials	0	0.24	0	0
8868-00	Schools-Professionals	19,153	0.28	36	54
9015-00	Building Operations	176,681	4.12	4,826	7,279
9063-00	YMCA	44,696	1.27	376	568
9102-00	Parks & Recreation	50,425	3.01	1,006	1,518
9403-00	Refuse Collection	446,113	7.28	21,532	32,477
9410-00	Municipal Employee	252,697	0.98	1,642	2,476
Totals:		6,245,150		125,807	189,755

PREMIUM SUBJECT TO MODIFICATION	125,807	189,755
Experience Modification: 1.07	8,807	13,283
TOTAL MODIFIED PREMIUM	134,614	203,038
Size of Premium Factor: -7.50 %	-8,221	-13,353
Expense Constant:	150	150
ESTIMATED PREMIUM	$126,543	$189,835
TOTAL ESTIMATED PREMIUM	126,543	189,835

Employers Liability Limit: $500,000

MICHIGAN MUNICIPAL LEAGUE
WORKERS' COMPENSATION FUND

BYLAWS
OPERATING PROCEDURES
COVERAGE DOCUMENT

December 2014

Forward

The Fund Bylaws, Operating Procedures and Coverage Summary result from actions by the Michigan Municipal League Workers' Compensation Fund Board of Trustees and from requirements of the Michigan Workers' Compensation Agency.

This compilation provides a convenient reference source of information for Fund Trustees, officials of present and prospective Fund members and the staff.

The Fund Trustees retain the right to change, add to, deviate from, or discontinue any policies or procedures contained herein.

Please address any questions or comments about the operation of this Fund to the Risk Management Division of the Michigan Municipal League in Ann Arbor.

Michigan Municipal League Workers' Compensation Fund
1675 Green Road
Ann Arbor, MI 48105
(800)653-2483 or (734)662-3246

www.mml.org
email: thefund@mml.org

Fund Bylaws

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Michigan Municipal League Workers' Compensation Fund

BYLAWS

ARTICLE I
Name, Purposes, Authority and Creation

Section 1. Name The name of the organization shall be the Michigan Municipal League Workers' Compensation Fund (hereinafter "the Fund").

Section 2. Purposes The Fund is a group self-insured program which provides workers' disability compensation benefits to the injured employees of Fund Members. Fund services are designed to provide members with greatly improved loss control information, and to minimize the cost of workers' disability compensation claims. The Fund also provides information about State administrative activities and group representation on legislative issues involving workers' disability compensation.

Section 3. Authority The Fund is comprised of public employers of the State of Michigan (hereinafter "Members") which are authorized and approved under Section 611(2) of the Workers' Disability Compensation Act, PA 317 of 1969, as amended, (MCLA 418.611, MSA 17.237 (611)) (hereinafter "the Act"), to enter into agreements to pool their liabilities under the Act for the purpose of qualifying as self-insurers.

Section 4. Creation The Fund was created by the Michigan Municipal League (hereinafter "the League") pursuant to a resolution of the League Board of Trustees adopted on July 17, 1976.

ARTICLE II
Offices

Section 1. Principal Office The principal office of the Fund shall be located in the City of Ann Arbor, Michigan.

Section 2. Other Offices The Fund may have offices at such places within the State of Michigan as the Board of Trustees may determine or the business of the Fund may require.

ARTICLE III
Members

Section 1. Class of Members There shall be one class of membership in the Fund.

Section 2. Eligibility Any city, village, township, county, or other public agency that is considered by the Michigan Workers' Compensation Agency (herein after "the Agency") as a public employer is eligible for consideration as a Fund Member. Cities and villages must maintain membership in the League, and other Members must maintain limited associate status in the League, to maintain their eligibility for Fund membership.

Section 3. Requirements Each Member shall be required to:

(a) Adopt and execute any agreements required by law or the Fund's Board of Trustees;

(b) Make and enforce such reasonable safety regulations and take such safety precautions as may be required by the Fund;

(c) Comply with the policies and the operating procedures promulgated by the Board of Trustees; and

(d) Satisfy all other requirements that may from time to time be established by the Board of Trustees and appropriate governmental or regulatory authorities.

Section 4. Termination

(a) The Fund will terminate any Member that does not maintain its status as a member or limited associate of the League. A Member's termination will take effect at its next premium anniversary date occurring more than sixty (60) days after the loss of member or limited associate status with the League.

(b) A Member is required to timely pay to the Fund the premium as determined by the Fund. Failure to pay the premium when due shall subject the Member to termination.

(c) A Member must comply with policies or operating procedures of the Board of Trustees, and satisfy requirements established by the Board of Trustees or any appropriate governmental agency. Failure to do so may result in termination. A Member that engages in conduct that may be detrimental to the operational or fiscal soundness or efficiency of the Fund is subject to termination. Termination of membership under this subsection shall be carried out under rules established by the Board of Trustees.

Section 5. Withdrawal A Member may withdraw from the Fund by giving at least sixty (60) days notice in writing to the Board of Trustees.

ARTICLE IV
Board of Trustees

Section 1. Governing Body The Fund is governed by the Board of Trustees who shall operate the Fund on behalf of the Members pursuant to the Bylaws.

Section 2. Number of Trustees The Board of Trustees shall consist of thirteen (13) Trustees. Twelve (12) Trustees will be elected by the Members and one Trustee will be the Executive Director of the League.

Section 3. Qualifications Other than the Executive Director of the League, a Trustee must be an official or an employee of a Member. A Trustee shall not be an owner, officer or employee of a service agent.

Section 4. Nomination of Trustees Trustees shall be nominated by a committee appointed by the Fund Chair. Two (2) Trustees and the League Executive Director shall be the nominating committee.

Section 5. Election Trustees shall be elected by Members by mail or electronic ballot. The nominees with the highest number of votes shall be declared elected for as many Trustee positions as are to be filled. The vote of each Member shall be cast as determined by each Member's governing body. A Member's governing body has the authority to delegate or assign to the highest ranking administrative employee of the Member, the authority to vote on behalf of the governing body.

Section 6. Term Trustees shall be elected to serve for a term of four (4) years beginning October 1. No Trustee shall serve for more than three (3) consecutive four-year terms, except that the Executive Director of the League shall be a Trustee so long as he/she retains that position. The terms of Trustees elected prior to October 1, 2014 shall be amended to coincide with this provision.

Section 7. Vacancies Any Trustee vacancy due to death, resignation, disqualification or inability to act shall be filled until the next succeeding election by appointment by the remaining Fund Trustees.

Section 8. Disqualification Any trustee who ceases to be an official or an employee of a Member shall cease to be a Trustee.

Section 9. Removal An elected Trustee may be removed with or without cause by a majority vote of the remaining Trustees.

Section 10. Compensation Trustees shall be entitled to reimbursement of actual expenses incurred in attendance at official Fund meetings, and, except for the League Director, may be reimbursed on a per diem basis for attendance at Fund meetings if approved by a three-fourth vote of Trustees.

ARTICLE V
Meetings of Trustees

Section 1. Time and Place of Meetings There shall be at least two meetings of the Board of Trustees during each Fund year. Meetings of the Board of Trustees will be held at the time and place fixed by the Board or the Chair.

Section 2. Notice of Meetings Written notice of all meetings stating the time, place and purposes of the meeting shall be given either personally, by mail, or by electronic mail not less then seven (7) nor more than sixty (60) days prior to the date fixed for the meeting.

Section 3. Waiver of Notice of Meetings Notice of any meeting of the Board of Trustees need not be given to a Trustee who signs a waiver of notice before or after the meeting. Attendance of a Trustee at a meeting of the Board of Trustees constitutes a waiver of notice of such meeting, except when the Trustee protests at the beginning of the meeting that the meeting is improperly called or convened.

Section 4. Special Meetings Special meetings may be called by the Chair, Fund Administrator, or any four (4) Trustees.

Section 5. Quorum A majority of the Trustees shall constitute a quorum for the transaction of business, and the act of a majority of those Trustees present at any meeting at which there is a quorum shall be the act of the Board, except as provided by law.

Section 6. Conduct of Meetings Meetings of Trustees generally shall follow accepted rules of parliamentary procedure, except for the Chair of the Board shall have authority over matters of procedure and may adopt any other form or procedure suited to the business being conducted.

Section 7. Action Without a Meeting Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting or prior notice or vote if, before or after the action, a written or electronic consent thereto is signed by all members of the Board of Trustees. Such consent shall have the same effect as a vote of the Board for all purposes.

Section 8. Participation by Telephone A meeting by means of conference telephone call is permitted in lieu of a personal meeting. Participation in such conference telephone call shall constitute presence in person at the meeting.

Section 9. Participation by Ballot Under rules established by the Board of Trustees, business of the Board may be conducted by mail or electronic ballot.

ARTICLE VI
Officers

Section 1. Election On an annual basis, the Board of Trustees shall elect a Chair, Vice Chair and Secretary. Unless otherwise specified by the Board of Trustees, the Fund Administrator shall be the Secretary of the Fund.

Section 2. Term of Office Each officer serves at the pleasure of the Board. The Board of Trustees may remove any officer with or without cause. An officer may resign his or her office at any time, such resignation to take effect upon receipt of written notice thereof by the Board unless otherwise requested by the resigning officer and accepted by the Board. If an office becomes vacant, the vacancy may be filled by the Board of Trustees.

Section 3. Board Chair The Chair shall preside at all meetings of the Members and at all meetings of the Board of Trustees, sign any legal documents on behalf of the Fund as are authorized by the Board of Trustees, appoint such committees as are necessary or appropriate and perform all such other acts and duties as are incident to this office.

Section 4. Vice Chair The Vice Chair shall have such powers and perform such duties as may be assigned to him/her from time to time by the Chair or the Board of Trustees. In case of absence or inability to act of the Chair, the duties of the office shall be performed by the Vice Chair unless the Board shall otherwise direct. When so acting, the duly authorized Vice Chair shall have all the powers of, and be subject to the restrictions upon, the Chair.

Section 5. Secretary The Secretary shall maintain minutes of all meetings of the Board and of the Members and shall keep a record of all votes at such meetings. The Secretary shall give notice of all meetings of the Members and of the Board of Trustees. The Secretary shall keep all records of the Fund.

Section 6. Assistant Secretary There may be elected one or more Assistant Secretary who may be called upon to perform such duties if the Secretary is absent for any reason.

Section 7. Other Officers All other officers, as may from time to time be appointed by the Board of Trustees pursuant to this Article, shall perform such duties and exercise such authority as the Board of Trustees or the Chair shall prescribe.

Section 8. Executive Committee There shall be an Executive Committee consisting of the Chair, Vice Chair and the League Executive Director. The Executive Committee is authorized to act for and on behalf of the Board between Board meetings. The Executive Committee shall provide direction to the Fund Administrator on Board policy and shall exercise Board powers necessary for prudent management of the Fund until matters requiring Board action can be considered at the next regular or special meeting.

Section 9. Absence of Officer In the case of the absence of any officer, or for any other reason that the Board may deem sufficient, the Chair of the Board may delegate for the time being the powers or duties of such officer to any other officer or to any Trustee.

ARTICLE VII
Trustee Duties

Section 1. Duties Conferred by Law The Board of Trustees shall have those duties conferred, imposed or authorized by law.

Section 2. Other Duties In addition to those duties conferred, imposed or authorized by law, the Board of Trustees shall carry out all of the duties necessary for the proper operation and administration of the Fund on behalf of the Members, and to that end, shall have all of the powers necessary and desirable for the effective administration of the Fund, including the duty to:

(a) On recommendation of the League Executive Director, designate a Fund Administrator and establish the duties of, supervise, evaluate and determine the terms and conditions of employment of said position;

(b) Make provision for proper accounting and reporting procedures for each of the Members so that they shall be informed at all times of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled and the impact of the same upon the Fund;

(c) Provide an annual report and an annual independent audit of the receipts and disbursements of the Fund by a certified public accountant and supply a copy of both to each Member;

(d) Establish rules for the investing of the monies of the Fund by the Fund Administrator so as to keep the same invested according to law. The rules shall provide for banking of the monies of the Fund and the proper security of any and all investments;

(e) Set requirements for membership in the Fund and approve applications for new Members of those public employers eligible for membership under Article III, Section 2;

(f) Terminate a Member that fails to comply with the policies or operating procedures of the Board of Trustees, or fails to satisfy any other requirement established by the Board of Trustees and any appropriate governmental agency, or who engages in conduct that is detrimental to the operational or fiscal soundness of the Fund;

(g) Determine the type and amount of excess insurance or reinsurance as it determines is necessary;

(h) Determine workers' compensation rates and premiums, subject to the approval of the Agency;

(i) Return to current members that portion of each Member's contributions and investment income which shall not be required to pay claims, pay administration expenses and fees, or to fund required or appropriate reserves;

(j) Provide a comprehensive security bond for Fund Trustees, officers and all of the employees of the Fund and for all other persons charged with the duty of handling any of the monies or investments of the Fund;

(k) Enter into all contracts, leases and agreements necessary or convenient to carry out any of the powers granted under these Bylaws, or by law, including contracts with service agents, legal counsel, accountants and other service professionals. All such contracts, leases and agreements or other legal documents herein authorized shall be approved by resolution of the Fund Trustees, and shall be executed by those individuals designated in such resolution. In the absence of such designation, they shall be executed by the Chair or Vice Chair and attested by the Secretary; and

(l) Perform any other functions incident to their office.

ARTICLE VIII
Fund Administrator

Section 1. Fund Administrator The Fund Administrator is responsible for the overall administration of the Fund. The Fund Administrator shall provide the overall leadership and supervision for developing and implementing policies and programs of the Fund, subject to the control of the Board of Trustees, and shall ensure that all policies, procedures, orders and resolutions of the Board of Trustees are implemented. The Fund Administrator shall not be an owner, officer or employee of a service agent.

Section 2. Duties The Fund Administrator, subject to approval of the Board of Trustees, shall have the duty to:

(a) Contract for the performance of services necessary for the carrying out of a self-insurance workers' compensation group program including claims handling, loss control, training, administrative, billing and collecting, legal, financial and investment services and any other services he/she deems necessary for the proper servicing of the Fund;

(b) Promote the Fund;

(c) Maintain Fund records;

(d) Obtain excess insurance and other insurance as deemed necessary; and

(e) Perform any other functions necessary for the proper servicing of the Fund.

ARTICLE IX
Indemnification

Section 1. Indemnification Any person who at any time shall serve, or shall have served as a Trustee, officer, employee or agent of the Fund, shall be indemnified and held harmless by the Fund against all costs, expenses (including, but not limited to, attorney's fees of any attorney approved by the Trustees of the Fund), judgements, penalties, fines and amounts paid in settlement actually and reasonably incurred in connection with the defense of any threatened, pending or completed action, claim, suit, or proceeding, whether civil, criminal, administrative, investigative, or other. Whether formal or informal, in which he/she may be a party or may be threatened to be made a party by virtue of such person's being or having been a Trustee, officer, employee or agent; providing that the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Fund or its members, and with respect to any criminal action or proceedings, the person had no reasonable cause to believe that conduct was unlawful.

The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, except as provided for in Section 2 below, shall not of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in, or not opposed to, the best interests of the Fund or its members and, with respect to any criminal action or proceedings, had reasonable cause to believe that the conduct was unlawful.

Section 2. Non-applicability Such indemnity shall not be operative with respect to:

(a) The person gaining any personal profit or advantage in his/her capacity;

(b) The dishonesty of a person;

(c) A person's conflict of interest;

(d) Willful violation of a statue or ordinance committed by a person or with the person's knowledge and consent; or

(e) Any matter as to which the person shall have been finally adjudged in such action, suit or proceeding to be liable for misconduct in the performance of his or her duties.

Section 3. Authorization of Indemnification Indemnification shall be made upon a determination that indemnification is proper in the circumstances because the person has met the applicable standard of conduct. This determination shall be made in any of the following ways:

(a) By a majority vote of a quorum of the Board consisting of Trustees who were not parties to the action, suit, or proceeding;

(b) If a quorum is not obtainable, then by a majority vote of a committee of Trustees who are not parties to the action. The committee shall consist of not less than two (2) disinterested Trustees;

(c) By independent legal counsel in a written opinion; or

(d) By the members.

Section 4. Partial Payment If a current or former Trustee, officer, employee or agent is entitled to indemnification for a portion of expenses including attorney's fees, judgements, penalties, fines, and amounts paid in settlement but not for the total amount thereof, the Fund may indemnify the person for the portion of the expenses, judgements, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

Section 5. Advance Payment Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Fund in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the person to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified.

Section 6. Non-Exclusivity The foregoing shall not be deemed exclusive of any other rights to which those indemnified may be entitled.

Section 7. Insurance The Fund may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Fund, or is or was serving at the request of the Fund against any liability incurred by the person in such capacity arising out of the person's status.

ARTICLE X
Supervening Law

These Bylaws and any policies and procedures of the Fund are at all times subject to applicable federal, state and local law, including, but not limited to, statues, rules and regulations. Any statutory or regulatory provisions that invalidate, or otherwise are inconsistent with the Bylaws or Fund policies or procedures shall be deemed to supersede the Bylaws or policies or procedures; provided, however, the Board of Trustees shall exercise its best efforts and its sole discretion to amend the Bylaws or policies or procedures consistent with the requirements of law in order to effectuate the purposes and intent of the Bylaws and policies and procedures.

ARTICLE XI
Amendment of Bylaws

These Bylaws may be amended or repealed only by a majority vote of the entire Board of Trustees, provided that notice of such amendment or repeal has been given to each Trustee by mail or electronic mail at least two weeks before the meeting, unless a Trustee not receiving such notice shall have waived such notice, or shall be personally present at such meeting as above provided. Any amendment shall be subject to the approval of the Agency.

Michigan Municipal League Workers' Compensation Fund
Operating Procedures

Preamble

Pursuant to the authority given to the Fund Trustees under Article VII of the Fund Bylaws, the Fund Trustees have adopted the following operating procedures for the effective administration of the affairs of the Fund. All Fund Members are bound by these procedures and any future procedures or policies promulgated by the Fund Trustees. Fund Members are also subject to the provisions contained in the Bylaws.

SECTION 1
Purpose

The Michigan Municipal League Workers' Compensation Fund is a group self-insured program which provides workers' disability compensation benefits to the injured employees of Members. Services are designed to provide Members with improved loss control efforts, and to minimize the cost of workers' compensation claims. The Fund also supplies Members with information about state regulatory activities and group representation on legislative issues involving workers' compensation.

SECTION 2
Agreement With Service Companies

(a) The Fund's Board of Trustees has approved agreements with the Michigan Municipal League and with service conpanies to provide the following services:

1. Inspect the work places, operations, machinery and equipment owned or operated by the participating members of the Fund;
2. Consult with and advise the Fund and its participating members as to medical and nursing services, including hospitalization and rehabilitation;
3. Compile and file notices and reports required under the Workers' Disability Compensation Act (hereinafter "the Act"); conduct any necessary investigation order to determine the liabilityof the participating Member under the Workers' Disability Compensation Act; and process any and all lawful claims under rules established by the state Agency and the Fund Trustees;
4. Furnish the Fund and participating members with periodic reports of all accidents and occupational diseases, and of all payments made and reserves set up or benefits and expenses resulting from liability and/or reasonably anticipated liability for injuries and occupational diseases sustained by employees;
5. Adjust the normal premium payable by participating members by allowing for favorable or unfavorable experience so as to determine and assign premium modifications for each Member annually in accordance with rules established by the Agency and with policies established by the Fund Trustees;
6. Maintain records of all premium payments to the Fund in accordance with such rules as the Fund Trustees adopt;
7. Perform payroll audits of participating Members;
8. Prepare on behalf of the Fund and the participating Members for all scheduled hearings before the Bureau and generally administer all other details pertaining to participating Members' obligations to their employees under the Act;
9. Perform such other related services as may be reasonably necessary for the operation of the Fund; and
10. Each member accepts the service contractors of this Fund as its agent and attorney-in-fact to act in its behalf and to execute all waivers, agreements, excess insurance contracts, and service contracts; to make or arrange for the payment of claims, medical expenses, and all other things required or necessary under Michigan law and the rules, regulations and Bylaws as now provided or as hereafter promulgated by the Trustees and the Agency.

SECTION 3
Payment of Claims and Awards

(a) All claims are investigated by designated service contractors. The service contractors are authorized to settle claims up to a designated amount established by the Fund Trustees without advance notice or approval of the Fund Trustees. In such cases, the service contractor will file a subsequent report to the Fund Administrator and Fund Trustees. On claims in excess of this amount, the service contractor shall present the claim to the Fund Trustees for settlement authorization. In those cases where timely action is necessary prior to a scheduled meeting of the Fund Trustees, a three-member executive committee designated by the Fund Trustees is authorized to act on behalf of the Fund Trustees to authorize settlements or take other appropriate action.

Final settlement authority shall be at the discretion of the Board of Trustees. Each Member delegates and assigns to the Fund all authority to redeem/settle cases and each Member consents to the redemption/ settlement negotiated by the Fund.

(b) With respect to all claims that are not settled, the Fund shall pay all lawful awards made by the Agency against any Member predicated on a claim by an employee of any Member, arising out of and in the course of such claimant's employment, and which award shall have been sustained by the courts where an appeal by either party is taken.

(c) Any lawful award entered by the Agency against a Member, if the award is upheld on appeal, shall be a liability of the Fund jointly but not severally. Liability of any Member shall be determined on a proportionate basis in accordance with such Member's net contribution to the Fund. An assessment shall be a contractual obligation of the Member.

SECTION 4
Limitation of Fund's Liability

The liability of the Fund is specifically limited to such obligations as are imposed by the Workers' Disability Compensation Act.

SECTION 5
Subrogation

Each Member agrees that in the event of the payment of any loss by the Fund under this contract, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any person or other entity legally responsible for damages for said loss, and in such event the Member hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

SECTION 6
Employer Applications

Applications for Fund membership are submitted on an approved form to the Fund Administrator, or to the designated service company. The Fund Trustees consider and act upon each application. Concurrence by a majority of the Trustees is required in order for an applicant to be admitted as a Member.

SECTION 7
Withdrawal From Membership

Any Fund member may withdraw from the Fund by giving at least sixty (60) days notice in writing to the Fund Board of Trustees. The premium for Members withdrawing from the Fund, other than at the end of the Fund year, shall be determined by the Trustees.

SECTION 8
Membership Review and Termination Procedure

(a) When, in the determination of the Fund Administrator, a Member has engaged in conduct, other than non-payment of premiums, that warrants review of that Member's membership status, the Fund Administrator shall file a written report with the Board of Trustees. Said report shall contain a summary of the facts and the Fund Administrator's recommendations regarding continued membership status.

(b) A copy of the Fund Administrator's report shall be served by mail or electronic mail on the Member along with a Notice of Hearing of the Board of Trustees. Said notice of Hearing shall include the place, date and time of the hearing and a request to have representation at the hearing. At its discretion the Board of Trustees may submit written questions to the Member, written answers to which must be mailed to the Fund Administrator no later than seven (7) calendar days prior to the date of the hearing. A Member objecting to the report and recommendations of the Fund Administrator shall submit a written or electronic statement to the Board of Trustees setting out in detail the basis for the objection and any other information the Member desires to submit. Said statement must be mailed or emailed to the Fund Administrator no later than seven (7) calendar days prior to the hearing.

(c) The Board of Trustees shall meet at the time and place designated in the Notice of Hearing. The Member shall be entitled to be represented at the hearing and present an oral statement and other information.

(d) Following the hearing, the Board of Trustees shall affirm, modify or reject the recommendation of the Fund Administrator. The Board of Trustees shall have the authority to place a Member on probation, the terms and duration of which it shall determine. A copy of the Board of Trustees' decision shall be served by mail or electronic mail on the Member.

(e) In the event that the Trustees vote to terminate membership, such termination shall not take place for at least twenty (20) days after the Member and the Agency have received notice of the termination. The duration of the notice period shall be determined by the Trustees.

(f) When a Member has failed to pay its premium when due, said Member may be terminated from the Fund without a hearing. Said termination shall be effective at 12:01 a.m. on the twenty first (21st) day after notice of termination has been received by the Member and the Agency.

(g) The action of the Board of Trustees shall be final and binding.

SECTION 9
Premiums

The premium of Members is developed using rates established by the Fund actuary and approved by the Agency. Each Member is separately rated, based upon its prior claim experience.

SECTION 10
Method of Payment

Members are expected to pay their full annual estimated premium at inception of each Fund year. The Fund may offer a quarterly installment payment plan as provided by Section 500.2016 (b) of the Insurance Code of 1956, also known as P.A. 218 of 1956.

SECTION 11
Delinquent Premium Payments

(a) Any eligible employer shall be required to make payment of the required premium as a condition of becoming or remaining a Member.

(b) Any Member which fails to pay a premium or portion thereof within twenty (20) days of the due date shall be terminated pursuant to Fund Bylaw III.4. (b).

(c) The Fund shall make appropriate refunds or billings at the conclusion of each payroll audit of each Member. Audited payroll billings shall be payable by Members within twenty (20) days after the due date. A late payment charge of ten percent (10%) of the billing shall be imposed and collected for any payment or portion thereof made after twenty (20) days following the due date. A bona fide dispute between the Fund or any agent of the Fund and a Member over the audited payroll or any billing resulting therefrom, upon written notice to the Fund by the Member within twenty (20) days following the due date, shall be resolved pursuant to Fund Bylaw Article XI, and no late payment charge shall be made during the period of dispute. A Member shall have twenty (20) days following final decision by the Fund Trustees to pay a disputed audited payroll billing, and thereafter a late payment charge of ten percent (10%) shall be imposed and collected on any amount paid thereafter.

SECTION 12
Dividends

That portion of Members' contributions and investment income which shall not be required to pay claims, pay administration expenses or to fund required or appropriate reserves may be returned to current Members of the Fund at the discretion of the Board of Trustees, when authorized by the Agency.

Former Members who were members on or after December 31, 1998, are eligible to receive a pro rata share of the dividend approved by the Agency to be distributed for any Fund year in which they were Members. Former Members are entitled to receive their share after Distribution Date. The Distribution Date is defined as the later of either (1) the date two years and one day after they ceased to be a Member or (2) the date when all the former Member's claims are closed. A former Member's distribution will not exceed the lesser of the former Member's pro rata share of the difference, if any, between (a) the audited premium paid by the former Member and (b) the sum of (i) the amount of dividends received by the former Member, plus (ii) the amount paid by the Fund related to the former Member's claims including, but not limited to, statutory benefits and allocated loss adjustment expenses, plus (iii) the Member's pro rata share of administration expenses and fees. This amount will be determined based on the former Member's entire membership period. Dividends declared before the Distribution Date will be held in a contingency fund pending recalculation of the amount owed, if any, to the former Member on the Distribution Date.

SECTION 13
Inspection of Facilities, Equipment, and Records

The Fund Trustees, the service company, and any of their agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the work places, machinery, and appliances covered by this agreement, and shall be permitted at all reasonable times to examine Members' payroll, personnel, injury and accident, and Members' books, vouchers, contracts, documents, and records which show or verify the premium which is payable under the terms hereof. This right to inspect or examine shall continue after termination of membership with respect to all claims or matters arising during or relating to membership status.

SECTION 14
Safety Considerations

Each member must follow the safety recommendations of the Fund and its loss control service company.

SECTION 15
Notification of Accident and Reimbursement to Fund for Penalty

(a) Each Member must give immediate notification to the claims administrator, on the prescribed forms, of any accident and reported claim for any benefits payable under the Act.

(b) Any penalty levied under Section 801(2) of the Act for failure to pay compensation benefits, medical expenses or travel allowances within thirty (30) days after becoming due and payable, resulting from a Member's failure to give timely notice to the service contractor of an accident or claim for any benefits as heretofore described, may, by a vote of a majority of the Trustees appointed or elected, be assessed against the Member.

SECTION 16
Prohibition of Unauthorized Payments by Fund Members

No Member shall make voluntary payment of weekly benefits or medical expenses or enter into any agreement with any employee or his agent, committing payment or admitting liability for any workers' disability compensation benefits, as provided in the Workers' Disability Compensation Act, without the prior approval of the Board of Trustees or its designated service contractor. Any participant making such voluntary payments or entering into such an agreement may, by a vote of a majority of Trustees appointed or elected, be held individually and separately liable for reimbursement to the Fund for all benefits and medical expenses paid or committed.

SECTION 17
Illegal Employment

No Member shall employ any minor in violation of the Youth Employment Standards Act (P.A. 90 of 1978). Any member which employs a minor in violation of the Youth Standards Act may, by a vote of majority of the Trustees appointed or elected, be held individually and separately liable for any penalty payment incurred by the Fund as a result of an injury or illness incurred by a minor.

SECTION 18
Employment of Persons Without Workers' Disability Compensation Coverage

Any Member which contracts with any person who does not have current workers' disability compensation insurance according to the provisions of Section 611 of the Act will be charged an additional premium based upon the full amount of the contract. Members must produce certificates of insurance verifying that contractors who are subject to the Act have workers' compensation coverage, or report the cost of the contract in the appropriate classification for premium calculation.

SECTION 19
Performance/Removal of Fund Trustees

The Fund Trustees are required to discharge their duties in good faith and with that degree of diligence, care and skill which an ordinarily prudent person would exercise under similar circumstances. Grounds for removal include, but are not limited to; failure to attend regularly scheduled meetings, breach of confidentiality, conflict of interest and misuse of position.

Michigan Municipal League
Workers' Compensation Fund

COVERAGE SUMMARY

In return for the payment of the premium and subject to all terms and conditions contained in this Coverage Summary, the Michigan Municipal League Workers' Compensation Fund ("the Fund") agrees to provide each Member with workers' disability compensation coverage (Coverage A) and employer's liability coverage (Coverage B) as required by the Michigan Workers' Disability Compensation Act ("the Act").

INTRODUCTION

The Fund is authorized by State law to provide its Members with coverage required by the Workers' Disability Compensation Act. The Fund is subject to regulation and approval by the State of Michigan.

WORKERS' DISABILITY COMPENSATION ACT

All Fund Members are subject to the Workers' Disability Compensation Act of 1969, as amended and any administrative rules in effect during the term of membership in the Fund.

LOCATIONS

This coverage applies to all of a Member's work places within the State of Michigan. If a Member employs Michigan residents that perform "incidental business" outside the State of Michigan, for isolated jobs outside the State of Michigan, those employees will be covered for those locations and for those jobs.

PART ONE
Workers' Disability Compensation Coverage
(Coverage A)

SECTION 1
Coverage

Coverage applies to bodily injury to an employee as provided for and covered under the Act. Bodily injury includes injury by accident or injury by disease. Bodily injury includes resulting death.

(a) Bodily injury by accident must occur during the membership period.

(b) Bodily injury by disease must be caused or aggravated by the conditions of employment with the Member. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the membership period.

SECTION 2
Claim Payments

The Fund will promptly pay all benefits required by the Act.

SECTION 3
Fund Defense

The Fund has the right and duty to defend at its expense any claim, proceeding or suit against a Member for benefits payable pursuant to this coverage. The Fund has the right to investigate and settle these claims, proceedings or suits. The Fund has no duty to defend a claim, proceeding, or suit that is not covered hereunder.

SECTION 4
Other Payments

The Fund will also pay these costs, in addition to other amounts payable under this coverage, as part of any claim, proceeding or suit it defends:

(a) Reasonable expenses incurred at its request, but not loss of earnings;

(b) Premiums for bonds to release attachments and for appeal bonds in amounts up to the amount payable under this coverage;

(c) Litigation costs taxed against a Member;

(d) Interest on a judgement as required by law until the Fund offers the amount due; and

(e) Expenses incurred by the Fund.

SECTION 5
Other Coverage

The Fund will not pay more than its share of benefits and costs covered by this coverage and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

SECTION 6
Payments a Member Must Make

A Member is responsible for any payments in excess of the benefits regularly provided by the Act including those required because a Member:

(a) Engaged in serious and willful misconduct;

(b) Knowingly employed an employee in violation of law;

(c) Failed to comply with a health or safety law or regulation; or

(d) Discharged, coerced or otherwise discriminated against any employee in violation of the Act.

If the Fund makes any payments in excess of the benefits regularly provided by the Act on a Member's behalf, the Member will be required to reimburse the Fund.

SECTION 7
Recovery from Others

The Fund has the rights of the Member and the rights of persons entitled to the benefits of this coverage, to recover its payments from anyone liable for the injury. A Member must do everything necessary to protect those rights for the Fund and to help the Fund enforce them.

PART TWO
Employer's Liability Coverage
(Coverage B)

SECTION 1
Coverage

The Fund's employer's liability coverage applies to bodily injury by accident or bodily injury by disease, including death, (which is not covered under Coverage A).

(a) The bodily injury must arise out of and in the course of the injured worker's employment by the Member.

(b) The employment must be necessary or incidental to the Member's work in Michigan.

(c) Bodily injury by accident must occur during the membership period.

(d) Bodily injury by disease must be caused or aggravated by the conditions of employment with the Member. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the membership period.

(e) If a Member is sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

SECTION 2
Claim Payments

Subject to a maximum limit of $500,000 per occurrence, the Fund will pay all sums a Member legally must pay as damages because of bodily injury to a Member's employees, provided the bodily injury is covered by Coverage B.

SECTION 3
Exclusions

Coverage B does not cover:

(a) Liability assumed under a contract;

(b) Punitive or exemplary damages because of bodily injury to a worker employed in violation of law;

(c) Bodily injury to a worker while employed in violation of law with the Member's actual knowledge or actual knowledge of any of the Member's officers or officials;

(d) Any obligation imposed by a workers' disability compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

(e) Bodily injury intentionally caused or aggravated by a Member;

(f) Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries; or

(g) Damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

SECTION 4
Fund Defense

The Fund has the right and duty to defend, at its expense, any claim, proceeding or suit against a Member for damages payable by this coverage. The Fund has the right to investigate and settle these claims, proceedings and suits. The Fund has the right to select counsel to represent the Member in any claim, proceeding or suit.

The Fund has no duty to defend a claim, proceeding or suit that is not covered by Coverage B. The Fund has no duty to defend or continue defending after it has paid its applicable limit of liability under this coverage.

SECTION 5
Other Payments

The Fund will also pay these costs, in additional to other amounts payable under this coverage, as part of any claim, proceeding, or suit it defends:

(a) Reasonable expenses incurred at the Fund's request, but not loss of earnings;

(b) Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of the Fund's liability under this coverage;

(c) Litigation costs taxed against a Member;

(d) Interest on a judgement as required by law until the Fund offers the amount due under this coverage; and

(e) Expenses incurred by the Fund.

SECTION 6
Other Coverage

The Fund will not pay more than its share of damages and costs of this coverage and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

SECTION 7
Recovery from Others

The Fund has a Member's rights to recover its payment from anyone liable for an injury covered under Coverage B. A Member will do everything necessary to protect those rights for the Fund and to help the Fund enforce them.

SECTION 8
Actions Against the Fund

There will be no right of action against the Fund under this Coverage B unless:

(a) A Member has complied with all the terms of this coverage; and

(b) The amount a Member owes has been determined with the Fund's consent or by actual trial and final judgement.

This coverage does not give anyone the right to add the Fund as a defendant in an action against a Member to determine a Member's liability.

PART THREE
Member's Duties if Injury Occurs

A Member must advise the Fund at once if an injury occurs that may be covered. A Member's other duties are listed here.

(a) Provide for immediate medical and other services required by the Act.

(b) Give the Fund the names and addresses of the injured persons and of witnesses, and other necessary information.

(c) Promptly give the Fund all notices, demands and legal papers related to the injury, claim, proceeding or suit.

(d) Cooperate with and assist the Fund, as requested, in the investigation, settlement or defense of any claim, proceeding or suit.

(e) Do nothing after an injury occurs that would interfere with the Fund's right to recover from others.

(f) Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FOUR
Other Provisions

SECTION 1
Inspection

The Fund has the right, but is not obliged to inspect a Member's work places at any time. The Fund may provide the Member with reports on the conditions found and recommend changes. While these reports may help reduce losses, the Fund does not assume the duty of any person to provide for the health or safety of a Member's employees or the public. The Fund does not warrant that a Member's workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

SECTION 2
Cancellation of Coverage

Cancellation of coverage by either a Member or the Fund is governed by the Fund's Bylaws and Operating Procedures.

Resolution No. 2016 - 246
October 18, 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: