

1. City Council Special Meeting Agenda

Documents: [07-23-13 REVISED 3 AGENDA.PDF](#)

2. City Council Special Meeting Packet

Documents: [07-23-13 PACKET 4.PDF](#)



**REVISED
7/23/13**

**CITY OF YPSILANTI
SPECIAL COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JULY 23, 2013
7:00 P.M.**

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Moeller	P A	Council Member Robb	P A
Council Member Jefferson	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	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."

VI. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION–

VIII. REMARKS BY THE MAYOR –

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2013-132, approving Michigan Municipal League (MML) Liability and Property Pool insurance coverage beginning August 1, 2013 – July 31, 2014.
2. Resolution No. 2013-133, approving contract with DTE for LED streetlight conversion.
3. **Resolution No. 2013-135, directing staff to prepare an other qualified adult benefit policy for City Council review and action for the August 6th meeting.**
Added
4. **Resolution No. 2013-136 to reconsider and rescind Resolution No. 2013-131 to purchase tax property and sell it to Habitat for Humanity of Huron Valley.** *Added*

X. CLOSED SESSION –

Closed Session to discuss collective bargaining. (OMA 15.268, Section 8(c)).

XI. ADJOURNMENT –

Resolution No. 2013-134, adjourning the Special Council Meeting.



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REQUEST FOR LEGISLATION
July 17, 2013

FROM: Frances McMullan, City Clerk

SUBJECT: Resolution to Approve MML Renewal Premium

SUMMARY & BACKGROUND:

The City Clerk's office has received an invoice in the amount of \$342,605.00 for the renewal of the City's Property and Liability insurance through the Michigan Municipal League (MML), for coverage beginning August 1, 2013 and ending July 31, 2014.

The amount of the renewal premium reflects a savings of \$16,341, or 4.55%, over last year's premium of \$358,946.

In addition, the MML Liability and Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2013. The City's portion of the dividend return is \$46,254. The City will receive this dividend in the month following payment of your 2013 renewal premium.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
MML Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 07/23/2013

CITY MANAGER COMMENTS: _____

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2013-132
July 23, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the invoice submitted for payment to the Michigan Municipal League Liability and Property Pool for issuance of coverage beginning August 1, 2013 and ending July 31, 2014 in the amount of \$342,605 be approved.

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

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Ypsilanti

Presented By:

Judith A. Thomson-Torosian, CPCU, CIC, ARM
Meadowbrook® Insurance Group, Service Provider
(248) 204-6137

July 9, 2013

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook Insurance Group. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The ***City of Ypsilanti*** has been a Pool member since **August 1, 1984**.

The League administrative staff and the dedicated Pool staff at Meadowbrook Insurance Group are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Ypsilanti**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Ypsilanti** for an annual premium of **\$342,605**. When compared to last year's cost of **\$358,946**, it represents a premium decrease of **\$16,341**, or **4.55%**. (In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2013. The City's portion of the dividend return is \$46,254. The City will receive this dividend in the month following payment of your 2013 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

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; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--|-------------------------------------|
| ✓ 400 Public Entity Members | ✓ 188 Water Utilities |
| ✓ 852 Licensed Emergency Medical Technicians | ✓ 7,000 Vehicles |
| ✓ 440 Licensed Paramedics | ✓ 19 Electric Utilities |
| ✓ 143 Fire Departments | ✓ 25 Municipal Marinas |
| ✓ 184 Law Enforcement Agencies | ✓ \$4.15 Billion of Property Values |
| ✓ 5,535 Miles of Streets/Roads | ✓ 205 Sewer Operations |

These local communities are current Pool members:

Ypsilanti Charter Township
Ypsilanti Community Utilities Authority
Ypsilanti District Library



Coverage and Cost Summary City of Ypsilanti

Effective 08-01-2013 to 08-01-2014

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$2,000,000	N/A	\$0
Sewer Back-Up Sublimit	No Coverage	N/A	N/A
Personal Injury Liability (Coverage B)	\$2,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$2,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$2,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Dam Liability	\$500,000	\$500,000	\$0
Marina Operator Liability	No Coverage	N/A	N/A
Automobile Liability (Coverages A and B)	\$2,000,000	N/A	\$0
<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>	
76	\$250	\$500	

Agreed Amount, if applicable 5 Vehicles for a total of \$2,010,700

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$2,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$22,436,003	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Limited Replacement Cost, if applicable	\$0	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractor's Equipment	\$845,000	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earthquake	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$493,626	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A



Coverage and Cost Summary City of Ypsilanti

Effective 08-01-2013 to 08-01-2014

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Fine Arts	\$175,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Golf Cart Equipment	\$5,238	N/A	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment	\$17,049	N/A	\$250
Radio Equipment	\$11,712	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
Comprehensive Crime Coverage			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
Bonds			
Bond #: A Treasurer	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$342,605.

Your Team of Experts



Judy Thomson-Torosian
Service and Sales Manager
(248) 204-6137



Michael J. Forster
Pool Administrator
(734) 669-6340



Ellen Skender
248-204-8582

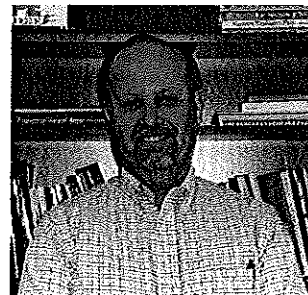


Joan Opett
248-204-8579

Customer Service Representatives



Tom Weed
Claims Supervisor
(616) 942-0311, ext. 4123



Rod Pearson
Loss Control Supervisor
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Ypsilanti Has . . .

- ✓ \$6,720,829 Annual Payroll
- ✓ \$22,436,003 of total values for real and personal property
- ✓ 27 Law enforcement officers
- ✓ 76 Vehicles
- ✓ 5 Fire Vehicles with agreed values totaling \$2,010,700

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

- | | |
|--|--------------------|
| 1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage): | |
| Annual Aggregate Sublimit | Additional Premium |
| \$500,000 | Yes |
| \$1,000,000 | Yes |
| 2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage): | |
| NO ADDITIONAL PREMIUM | |

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Cyber Liability Coverage Sublimit—MML233 (07/13)
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Employee benefit liability
- ✓ Pollution coverage for Hazardous Response Teams

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Aircraft Liability
- ✓ Breach of contract
- ✓ Failure of dams
- ✓ Backup of Sewers and Drains
- ✓ Criminal activity / Intentional acts with knowledge of wrongdoing
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Assault or battery
- ✓ Violation of civil rights
- ✓ Improper service of suit
- ✓ Jail operations
- ✓ Coverage assumes officers act with intent
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Up to \$500,000 limits available
- ✓ Peak Season, Obligee, Official Bond and Oath, Position Fidelity Bond endorsements available

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control engineers
- ✓ Training video library available to members
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Member Education

- ✓ Land use litigation awareness programs
- ✓ Sidewalk liability reduction programs
- ✓ Sexual harassment awareness training
- ✓ Hiring and employment practices
- ✓ Confined spaces entry training
- ✓ Barricading safety training
- ✓ Blood borne pathogens
- ✓ Liability issues for fire and EMS
- ✓ Occupational health concerns
- ✓ Back injury prevention

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online include:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Video Catalog
- ✓ MML Pool Financial Statements
- ✓ Intergovernmental Contract
- ✓ Staff and Director Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

Your Peers are Members

"...You set high standards of ethics and integrity. Our office has a substantial amount of comfort in knowing all our insurance affairs are handled by you. The amount of support material you provided is unmatched by any company we have dealt with. We feel that your company makes enormous efforts to make our jobs easier, which cut down on numerous man-hours. We are also very pleased to receive the competitive rates that are provided by the MML Liability & Property Pool. We look forward to working with you."

Stacy Hardy
Vienna Township
Insurance Coordinator/ Bookkeeper

Mike Zinn
Clio Area Library Board President

"Thank you for the outstanding service. We are probably one of your most demanding members, pushing the boundaries with complex and unique circumstances, expecting service immediately. We appreciate the open communication and commitment to the members by providing invaluable service from the Board, the account executive, customer service representatives, claims and loss control, and the specialized municipal law attorneys. The Pool has been efficient and straightforward, providing enhancements at no cost or at a cost savings from liability zero deductible to boiler and machinery to extended fine arts coverage. We appreciate your coverage and on-demand service through controversial lawsuits and losses. ... The Pool continues to meet our high expectations, all while maintaining stable and justifiable rates!"

Debbra A. Curtiss, City Clerk
City of Traverse City

"...I recently had an experience addressing a property claim with the Michigan Municipal Liability & Property Pool that I would like to share with you. The details of the claim are not that important, however, the way it was handled is the reason we continue to believe that the MML's insurance program is the best for municipalities like Tecumseh."

...I appreciate all that the MML Pool brings to the table in many areas, especially in insurance and for having responsible and dedicated individuals..."

Kevin M. Welch, City Manager
City of Tecumseh

"On behalf of the City of Ionia, I would like to thank you and the Pool for continuing to provide the City, and all Pool members, with quality insurance and risk management services. The City continues to be a proud member and subscriber of the Pool's services and programs."

During the course of my municipal career I have had the opportunity to be exposed to a full range of the services that the Pool offers. I have also been involved in major losses and found that the Pool was prompt and fair in responding to the community's needs."

... Again, thank you for the quality services that you and the Pool provide."

Jason Eppler, City Manager
City of Ionia



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

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

INVOICE

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

Customer #: 5000160
Policy Term: 08/01/2013 - 08/01/2014
Invoice Date: 07/11/2013
Invoice #: 10039201

Payment Enclosed: \$ _____

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

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

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

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

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
08/01/2013	MML001185529	Pool Renewal Premium	\$342,605
Due Date is 30 days from the effective or invoice date, whichever is later.			
Total Amount Due			\$342,605



REQUEST FOR LEGISLATION
July 23, 2013

From: Ralph A. Lange, City Manager

Subject: Proposed Agreement with DTE Energy for Streetlight Conversions

Summary & Background: The City has been engaged in converting streetlight fixtures to LED. The conversions began on W. Cross Street in 2011, and to date, 294 streetlights have been converted or are in the process of being converted. The 2012 Climate Action Plan adopted by City Council recommended the continued conversion to LED streetlights, in order to save on energy costs. Accordingly, the purpose of this RFL is to approve the conversion of an additional 505 streetlights to LED.

City staff has been in regular communications with Jeff LeBrun and Tim Miller, both with DTE Energy Community Lighting Division, to discuss available DTE Energy programs and promotions. Under this agreement with DTE Energy, the City will receive a rebate for converting 505 streetlights to LED.

Estimated cost to convert 505 lights to LED:	\$215,705.15
DTE Energy Rebate:	<u>\$22,732.00</u>
Net cost to convert 505 lights to LED:	\$192,873.15
Current energy cost for 505 streetlights:	\$121,192.00 annually
Estimated energy cost after LED conversion:	<u>\$ 81,094.46 annually</u>
Net savings to City:	\$40,097.62 annually
Return on investment (ROI):	Approximately 4.81 years.

Breakdown of 505 lights to be converted by DTE Energy:

167 Mercury Vapor Lights

- 167 – 175 Watt Mercury Vapor to 67 Watt LED
- 0 – 250 Watt Mercury Vapor to 131 Watt LED
- 0 – 400 Watt Mercury Vapor to 135 Watt LED

338 High Pressure Sodium Lights

- 106 – 250 Watt High Pressure Sodium to 135 Watt LED
- 1 – 400 Watt High Pressure Sodium to 67 Watt LED
- 229 – 100 Watt High Pressure Sodium to 67 Watt LED
- 2 – 250 Watt High Pressure Sodium to 67 Watt LED

FY 2013-2014 Budget Implications: The proposed FY 2013-2014 budget includes \$255,000 for the LED streetlight conversions. If approved, this program will reduce the number

of Mercury Vapor and high Pressure Sodium Lights, in the city resulting in a substantial decrease in energy costs

RECOMMENDED ACTION: City Council approves the proposed agreement with DTE Energy that will reduce the number of Mercury Vapor and High Pressure Sodium lights in the city replacing them with energy efficient LED lights.

ATTACHMENTS: Resolution, Letter from Tim Miller dated 7-23-2013 and DTE Energy Master Agreement for municipal street lighting and purchase agreement.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: July 23, 2013

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2013 - 133
July 23, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, THE City of Ypsilanti contracts with DTE ENERGY to provide and maintain street lights within the city limits; and

WHEREAS, DTE ENERGY is initiating programs this year, one of which is the Mercury Vapor and High Pressure Sodium Conversion Program; and

WHEREAS, participation in this program will convert 167 Mercury Vapor light fixtures and 338 High Pressure Sodium light fixtures to LED light fixtures; and

WHEREAS, the City's participation in this program will substantially decrease streetlight energy Costs; and

WHEREAS, agreements are needed between the City and DTE Energy in order to participate in the conversion programs; and

NOW, THEREFORE BE IT RESOLVED THAT the City Council approves an agreement and issuance of required purchase order with DTE Energy to replace 167 Mercury Vapor light fixtures and 338 High Pressure Sodium light fixtures with the LED light fixtures in accord with the information provided in the Request for Legislation, letter from Tim Miller dated 7-23-2013 and DTE Energy Master Agreement for municipal street lighting and purchase agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2013-133 as passed by the Ypsilanti City Council, at their meeting held on July 23, 2013.

Frances McMullan, City Clerk



July 22, 2013
Mr. Ralph Lange
City Manager
One South Huron Street
Ypsilanti, MI 48197

Dear Mr. Lange

I am providing the agreement price for the 2013 City of Ypsilanti budget regarding the DTE Energy Pilot program to convert Mercury Vapor luminaires in your city. The map outlines the targeted areas which identify the new total of 505 luminaires for 2013.

Working efficiently is mandatory to meet all deadlines and install 505 lights. Therefore, we will be targeting areas and replacing all luminaires in the area. The citizens will appreciate the method because DTE Energy will not be required to come back in the same area next year to finish what was started in 2013.

I will provide the exact dollar amount prior to the July 23, 2013 meeting. The agreement will include a map similar to what I presented today. Once the field walk is complete, I will provide the required paperwork with accurate dollar amounts for council as listed in the Master Agreement.

Scope: 505 luminaire installation by November 30, 2013 with all rebate documents filed by July 31, 2013.

OVERHEAD:

123-175 watt Mercury Vapor OH to 67 watt LED OH
213-100 watt High Pressure Sodium to 67 watt LED OH
79-250 watt High Pressure Sodium to 135 watt LED OH
2-250 watt High Pressure Sodium to 65 watt LED OH
1-400 watt High Pressure Sodium to 65 watt LED OH

UNDERGROUND:

44-175 watt Mercury Vapor UG to 67 watt LED UG
16-100 watt High Pressure Sodium to 67 watt LED

27-250 watt High Pressure Sodium to 135 watt LED UG

Total Current Invoice for project: \$121,192.08

Total Future Invoice for project: \$ 81,094.46

Annual Savings: \$40,097.62

Cost to Convert: \$215,705.15

Rebate: \$22,832.00

Payback 4.81 years

****Note:** The 505 MV Conversion pricing is based on rebates in effect for 2013 and work must be finished by November 30, 2013. Once field walk is completed agreements will be signed.

A check in the amount of \$215,705.15 will allow DTE Energy move forward.

Questions? Please contact me at: 734-397-4017 office. Or, 313-402-0773 cell. E-mail: millert@dteenergy.com

Sincerely

Tim Miller

Tim Miller

Account Manager

Community Lighting

Visual - Template Tool



Design Information

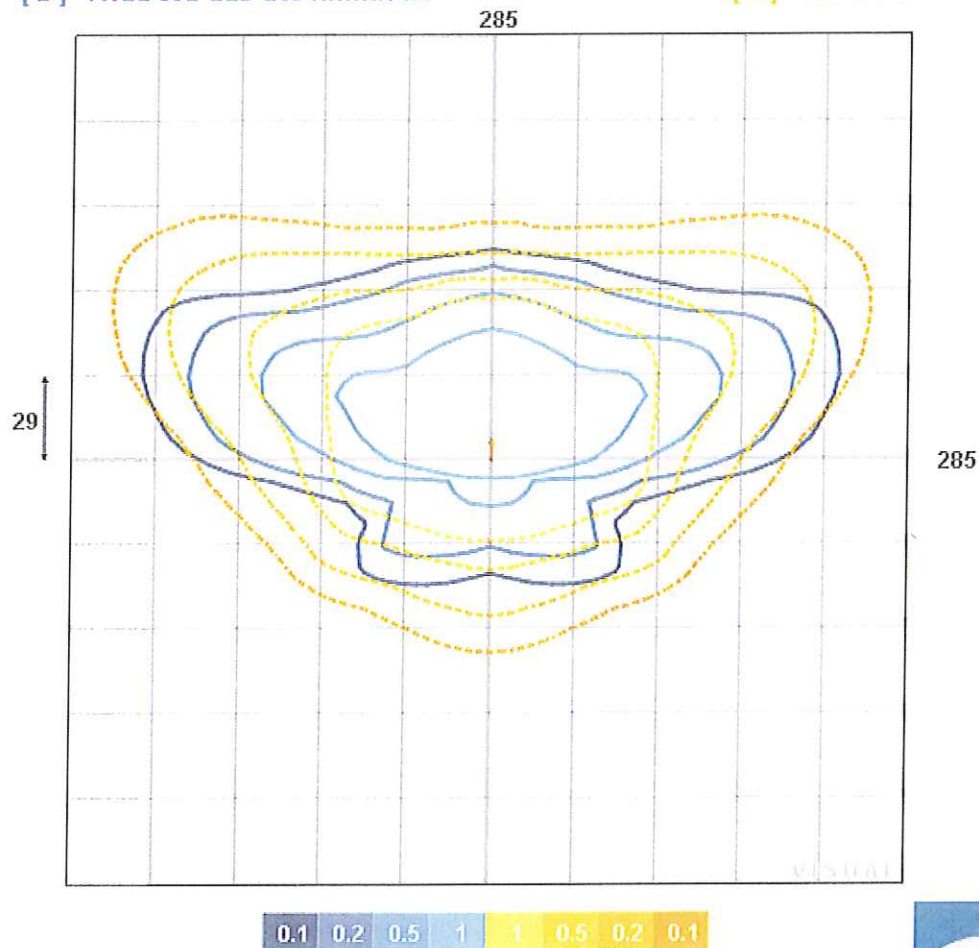
Project
Description

Friday, July 19, 2013

Name
Company
Phone
Email

[B] - ATB2 80B LED E10 XXXXX R2

[A] - 125 40S R3 DG



[B] - ATB2 80B LED E10 XXXXX R2

Lamp Lumens 22503 Orientation
Lamp Quantity 1 Mounting Height
Light Loss Factor .6 Arm Length
Input Power 280.2 Tilt
Max Illuminance 3 Area > 0.5fc

Single
28.5

Lamp Lumens 50000 Orientation
Lamp Quantity 1 Mounting Height
Light Loss Factor .8 Arm Length
Input Power 465 Tilt
Max Illuminance 9 Area > 0.5fc

[A] - 125 40S R3 DG

Single
28.5
6
C
12184

These lighting calculation results are for general informational purposes only and are provided without warranty as to accuracy, completeness, reliability or otherwise. Results are based on user provided data and data provided from publicly available sources; actual field conditions may affect calculated output. Visit www.Visual-3D.com.

466 1405
to
280 LED

Visual - Template Tool



Design Information

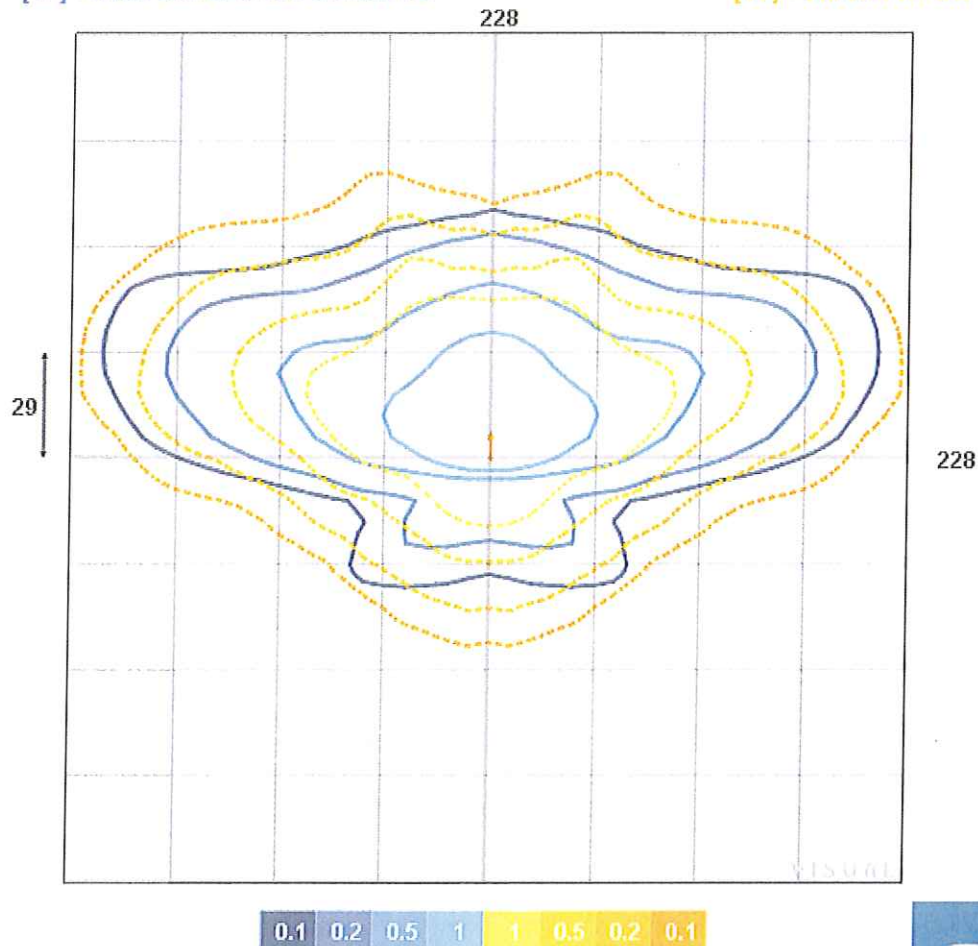
Project
Description

Friday, July 19, 2013

Name
Company
Phone
Email

[B] - ATB2 60B LED E70 XXXXX R2

[A] - 115 25S R3 DG



[B] - ATB2 60B LED E70 XXXXX R2

[A] - 115 25S R3 DG

Lamp Lumens	12790	Orientation	Single	Lamp Lumens	27500	Orientation	Single
Lamp Quantity	1	Mounting Height	28.5	Lamp Quantity	1	Mounting Height	28.5
Light Loss Factor	.6	Arm Length	6	Light Loss Factor	.8	Arm Length	6
Input Power	134.3	Tilt	0	Input Power	300	Tilt	0
Max Illuminance	2	Area > 0.5fc	4191	Max Illuminance	5	Area > 0.5fc	7505

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250 WATT HPS
135 WATT LED

Visual - Template Tool



Design Information

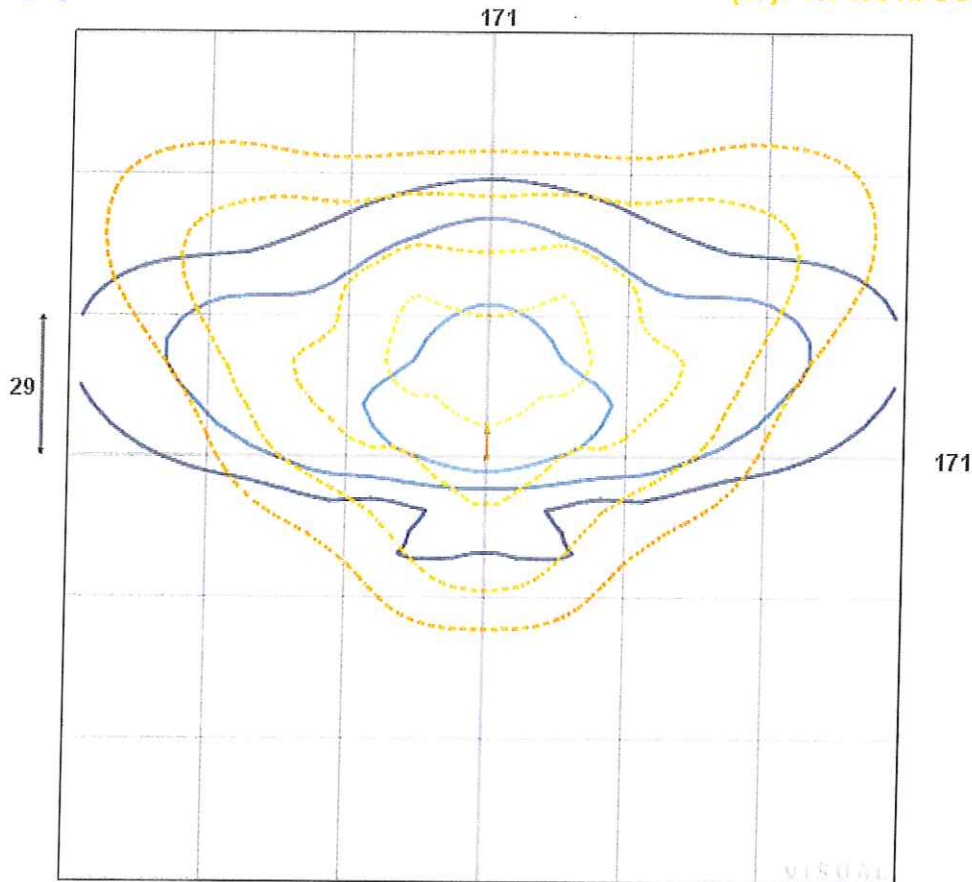
Project
Description

Friday, July 19, 2013

Name
Company
Phone
Email

[B] - ATB0 20B LED E10 XXXXX R2

[A] - 115 10S R3 DG



[B] - ATB0 20B LED E10 XXXXX R2

Lamp Lumens 5433 Orientation
Lamp Quantity 1 Mounting Height
Light Loss Factor .6 Arm Length
Input Power 67.4 Tilt
Max Illuminance 1 Area > 0.5fc

Single

Lamp Lumens
Lamp Quantity 28.5
Light Loss Factor 6
Input Power 0
Max Illuminance 1133

[A] - 115 10S R3 DG

9500 Orientation
1 Mounting Height
.8 Arm Length
Tilt
1 Area > 0.5fc

Single
28.5
€
C
2851

These lighting calculation results are for general informational purposes only and are provided without warranty as to accuracy, completeness, reliability or otherwise. Results are based on user provided data and data provided from publicly available sources; actual field conditions may affect calculated output. Visit www.Visual-3D.com.

106 WATT UPS
to
65 WATT LED

Visual - Template Tool



Design Information

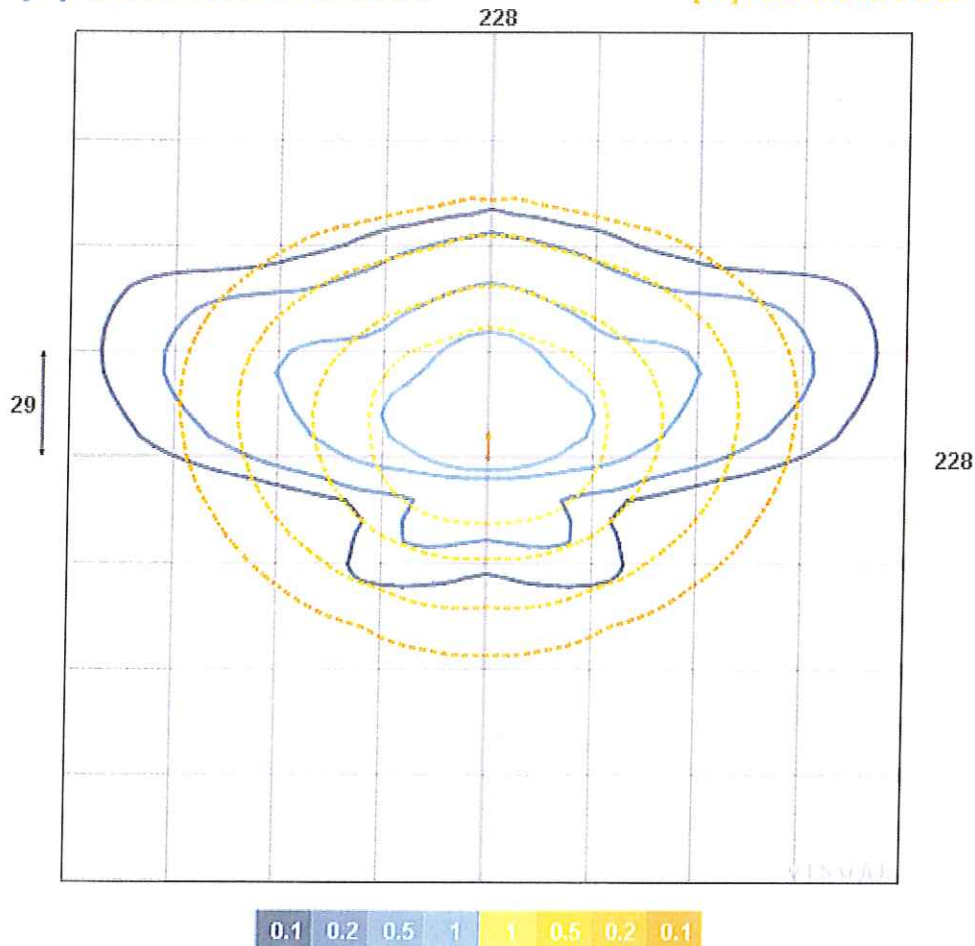
Project
Description

Friday, July 19, 2013

Name
Company
Phone
Email

[B] - ATB2 60B LED E70 XXXXX R2

[A] - 325 40V R3 DG LD



[B] - ATB2 60B LED E70 XXXXX R2

Lamp Lumens	12790	Orientation	Single
Lamp Quantity	1	Mounting Height	28.5
Light Loss Factor	.6	Arm Length	6
Input Power	134.3	Tilt	0
Max Illuminance	2	Area > 0.5fc	4191

[A] - 325 40V R3 DG LD

Lamp Lumens	22500	Orientation	Single
Lamp Quantity	1	Mounting Height	28.5
Light Loss Factor	.79	Arm Length	6
Input Power	450	Tilt	0
Max Illuminance	3	Area > 0.5fc	5491

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400 mv
to
135 LED

Visual - Template Tool



Design Information

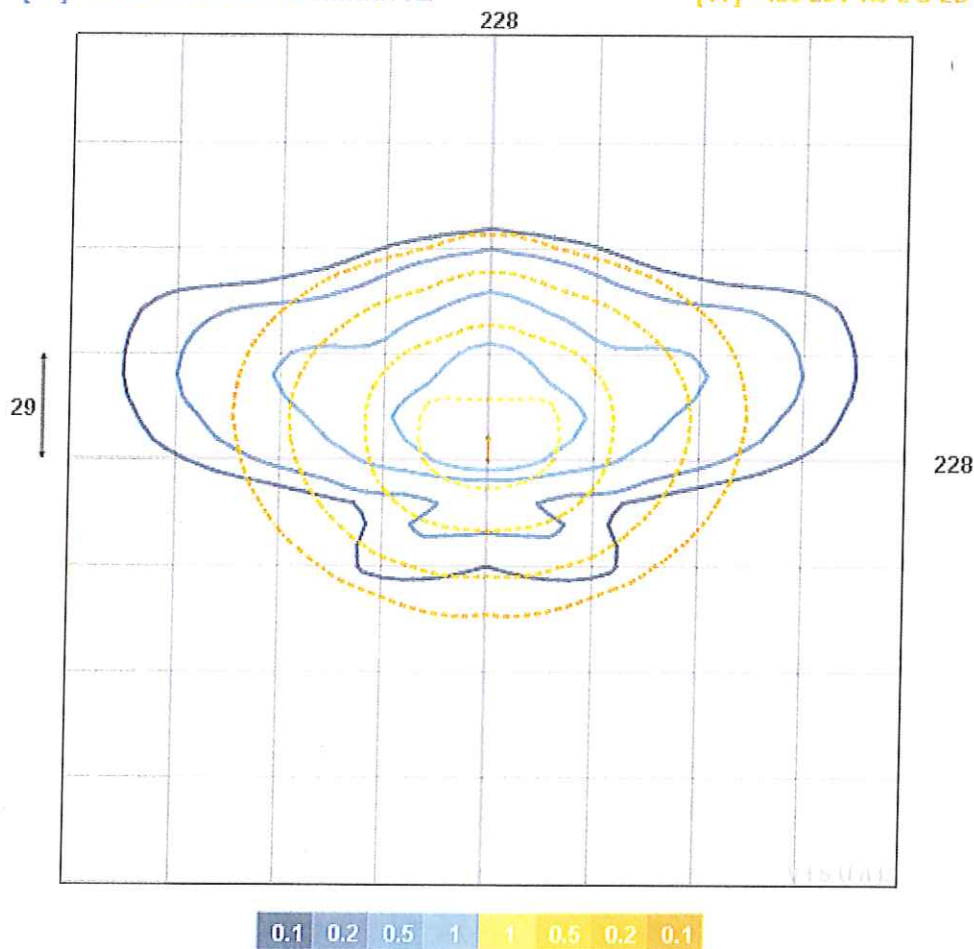
Project
Description

Friday, July 19, 2013

Name
Company
Phone
Email

[B] - ATB2 40B LED E10 XXXXX R2

[A] - 125 25V R3 DG LD



[B] - ATB2 40B LED E10 XXXXX R2

Lamp Lumens 11134 Orientation
Lamp Quantity 1 Mounting Height
Light Loss Factor .6 Arm Length
Input Power 131 Tilt
Max Illuminance 2 Area > 0.5fc

Single

28.5

6

0

3834

[A] - 125 25V R3 DG LD

Lamp Lumens 12100 Orientation
Lamp Quantity 1 Mounting Height
Light Loss Factor .79 Arm Length
Input Power 295 Tilt
Max Illuminance 2 Area > 0.5fc

Single

28.5

€

C

2989

These lighting calculation results are for general informational purposes only and are provided without warranty as to accuracy, completeness, reliability or otherwise. Results are based on user provided data and data provided from publicly available sources; actual field conditions may affect calculated output. Visit www.Visual-3D.com.

250 WATT MU
to
131 WATT LED

Visual - Template Tool



Design Information

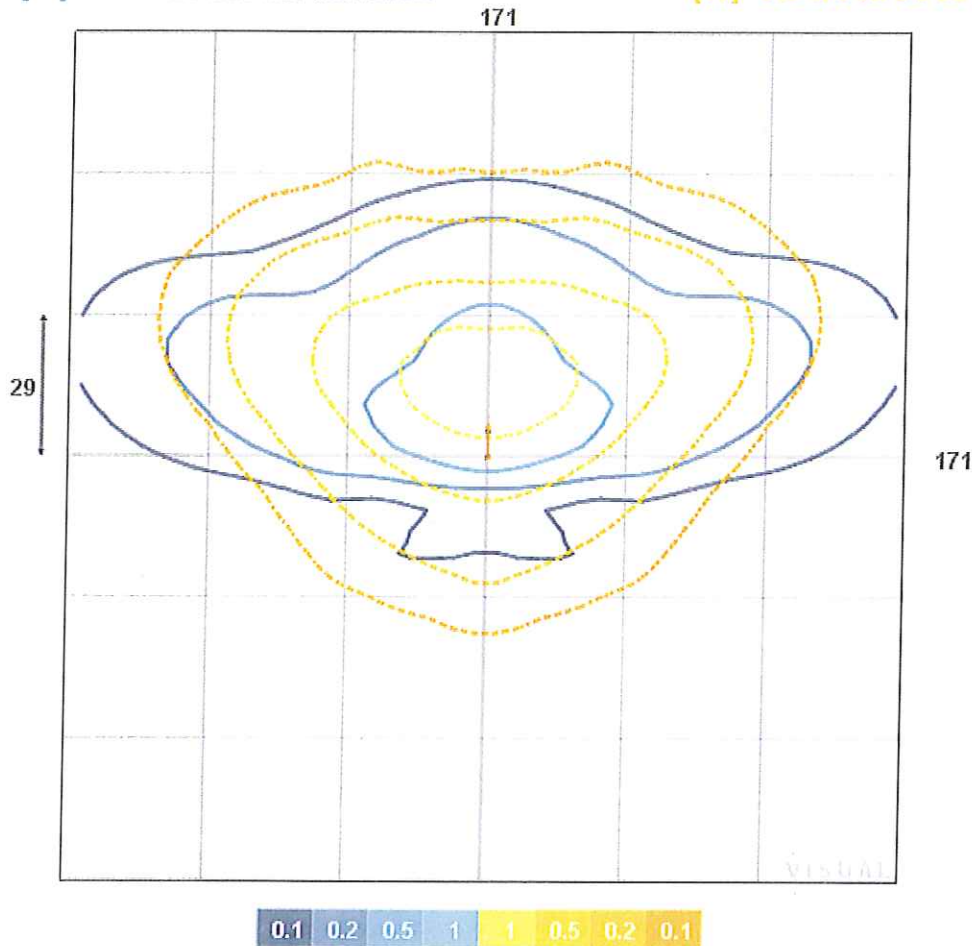
Project
Description

Friday, July 19, 2013

Name
Company
Phone
Email

[B] - ATB0 20B LED E10 XXXXX R2

[A] - 315 17V R3 DG LD



[B] - ATB0 20B LED E10 XXXXX R2

Lamp Lumens	5433	Orientation	Single
Lamp Quantity	1	Mounting Height	28.5
Light Loss Factor	.6	Arm Length	6
Input Power	67.4	Tilt	0
Max Illuminance	1	Area > 0.5fc	1133

[A] - 315 17V R3 DG LD

Lamp Lumens	8500	Orientation	Single
Lamp Quantity	1	Mounting Height	28.5
Light Loss Factor	.79	Arm Length	€
Input Power	200	Tilt	C
Max Illuminance	1	Area > 0.5fc	2412

These lighting calculation results are for general informational purposes only and are provided without warranty as to accuracy, completeness, reliability or otherwise. Results are based on user provided data and data provided from publicly available sources; actual field conditions may affect calculated output. Visit www.Visual-3D.com.

175 WATT MV
to
65 WATT LED

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Ypsilanti ("Customer") as of August 9, 2013

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

City of Ypsilanti

By: _____

Name: _____

Title: _____

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of August 9, 2013 between The Detroit Edison Company ("Company") and City of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated August 9, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 36872709
	NA
2. Location where Equipment will be installed:	Multiple locations throughout City of Ypsilanti as shown on the three maps attached to this agreement.
3. Total number of lights to be installed:	505 LED Light Installation
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Installation will be completed using DTE Energy "stock" LED products. "Autobahn Series" ATB0 & ATB2 manufactured by American Electric Lighting. 123-175 watt Mercury Vapor-OH to 67 watt LED-OH. 44-175 watt Mercury Vapor-UG to 67 watt LED-UG. 213-100 watt High Pressure Sodium-OH to 67 watt LED-OH. 16-100 watt High Pressure Sodium-UG to 67 watt LED-UG. 79-250 watt High Pressure Sodium-OH to 135 watt LED-OH. 27-250 watt High Pressure Sodium-UG to 135 watt LED-UG. 2-250 watt High Pressure sodium-OH to 67 watt LED-OH. 1-400 watt High Pressure Sodium-OH to 65 LED-OH.
5. Estimated Total Annual Lamp Charges	\$81,094.46
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead: \$215,705.15
	Credit for 3 years of lamp charges: NA
	CIAC Amount (cost minus revenue) \$215,705.15
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____
10. Customer Address for	City of Ypsilanti

Notices:	One South Huron Street Ypsilanti, Michigan 48197
----------	---

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph C replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

City of Ypsilanti

By: _____

By: _____

Name: _____

Name: _____

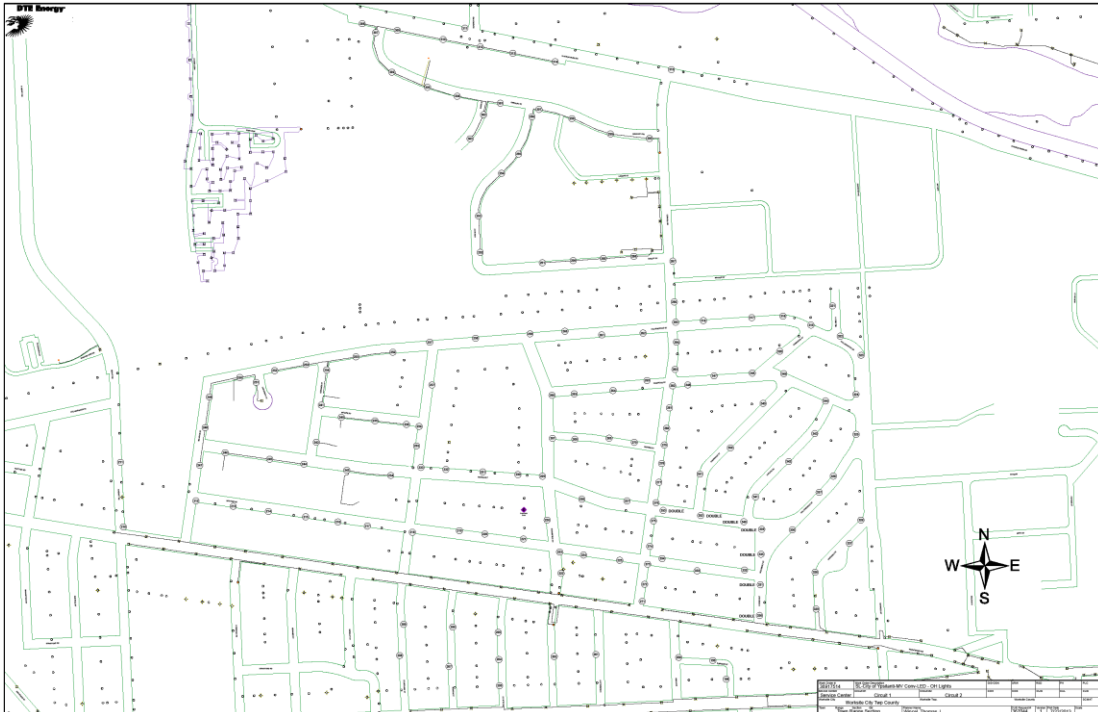
Title: _____

Title: _____

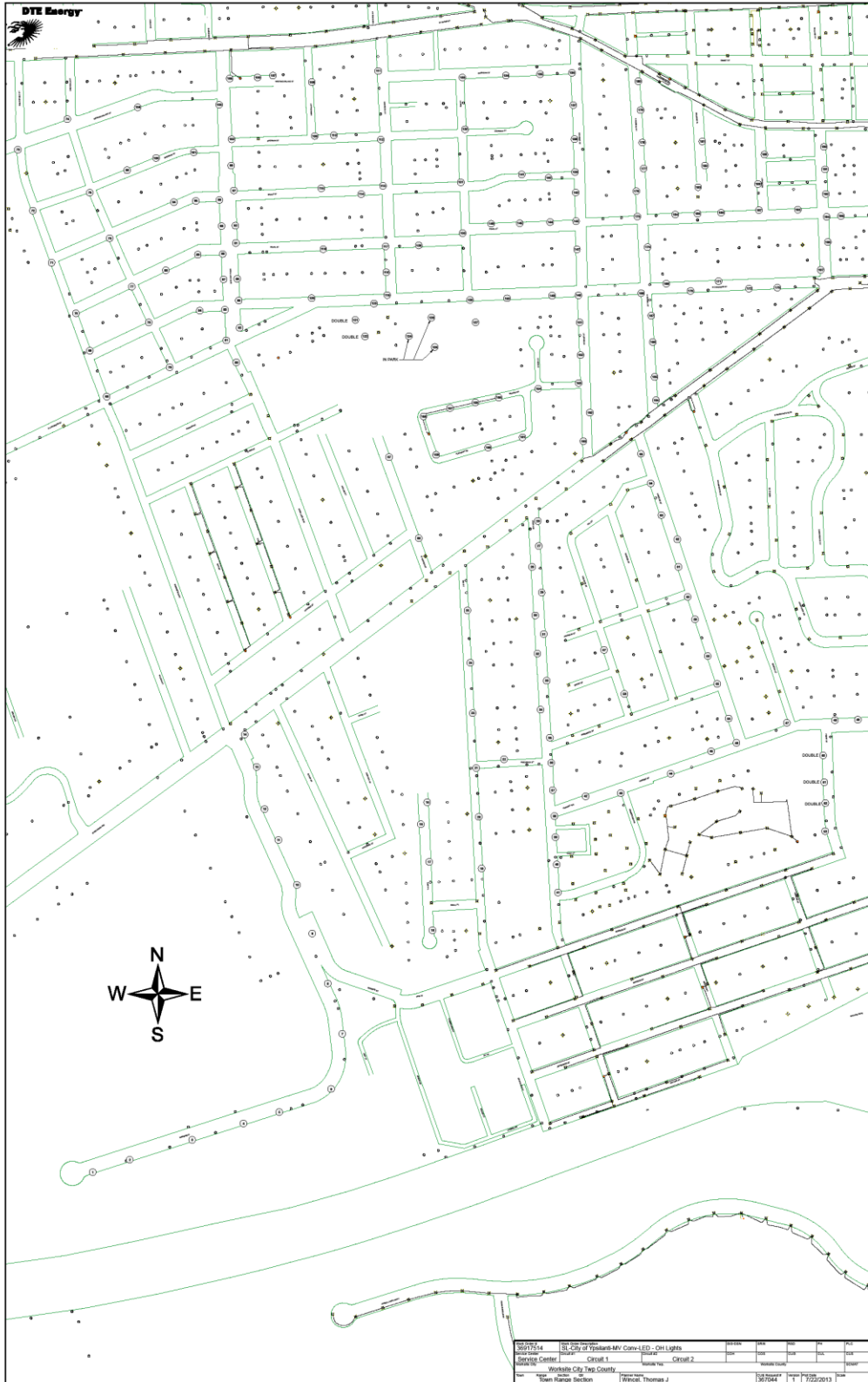
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]









Resolution No. 2013-135
July 23, 2013

WHEREAS on June 28, 2013 U.S. District Judge David Lawson granted a preliminary injunction ordering Gov. Snyder and the Administration to stop enforcing PA 297, the ban on school districts and municipalities providing other qualified adult benefits, and

WHEREAS The City of Ypsilanti has a long history of support for non-discrimination and equal rights, and

WHEREAS, the City Council has twice unanimously passed resolutions opposing PA 297 and calling for its repeal, and

WHEREAS the prohibition on providing other qualified adult benefits no longer exists,

THEREFORE be it resolved that the administration is directed to develop a policy to provide for other qualified adult benefits of City Employees for Council's review at the August 6th City Council Meeting.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Other Qualified Adult Benefits Policy

Criteria for Other Qualified Adult

1. An employee can only name one other adult as an Other Qualified Adult.
2. The Other Qualified Adult and employee must share a common residence and have done so for at least the past twelve (12) months, other than as a tenant.
3. Neither the Employee nor the Other Qualified Adult is married to someone else.
4. The Other Qualified Adult is not eligible to inherit from the employee under the laws of intestate succession in the State of Michigan.
5. The Other Qualified Adult is not related by blood to a degree of closeness that would prevent legal marriage in Michigan.
6. At least one of the following is true:
 - a. The employee and the Other Qualified Adult have a durable power of attorney for health care for the other; or
 - b. The employee and the Other Qualified Adult have a durable power of attorney for financial management of the other.
7. At least two of the following are true:
 - a. The employee and Other Qualified Adult have a common or joint ownership or lease of residence; or
 - b. The employee and Other Qualified Adult have a common or joint ownership or lease of a motor vehicle; or
 - c. The employee and Other Qualified Adult have a joint checking or savings account; or
 - d. The employee and Other Qualified Adult have a joint credit account.

To remain eligible for coverage, the above criteria must be continuously met. If the above criteria are no longer met, eligibility for coverage will cease at the end of the month. Employees must notify Human Resources immediately of any change in eligibility status.

Benefits Offered

It is the intent of this program to provide insurance coverage to Other Qualified Adults of City employees identical to those provided to spouses of City employees, wherever possible.

Healthcare plans offered through _____,
Dental care through _____, or equivalent,
Optical care through _____ at the employee's expense, or equivalent.

Fraud

The sworn *Application/Affidavit for Other Qualified Adult Benefits* provides acknowledgement by the participants that civil action may be brought against them for any losses or costs due to false statements or failure to notify the City of Ypsilanti in the event of termination of the relationship. The application/affidavit contains a statement certifying that the facts represented are true and correct and that willful falsification of information could lead to disciplinary action up to and including discharge from employment.

Tax Information

The IRS has ruled that Other Qualified Adults cannot be considered spouses for tax purposes. Employers are required to report and withhold taxes on the fair market value of the Other Qualified Adult coverage. This amount is usually the amount the employer contributes to the health plan to cover the Other Qualified Adult.

Therefore, health insurance and life insurance benefits provided to an Other Qualified Adult and his/her children will, under federal tax law, generally require taxation of the City of Ypsilanti contribution attributable to the Other Qualified Adult and his/her children. This tax will be deducted from the employee's paycheck.

However, if the employee's Other Qualified Adult meets the IRS definition of a "dependent" under the IRS, such benefits may be considered non-taxable. Internal Revenue Code (IRC) Section 152 defines a dependent as someone who resides in the employee's household and who receives at least half of their support from the employee.

Employees should consult a tax advisor before requesting this exemption to determine whether his/her Other Qualified Adult qualifies as a dependent.

Obtaining Coverage

1. Annual Open Enrollment Period:
2. New Hire:
3. Other:

Summary of Benefits Provided



Resolution No. 2013-136
July 23, 2013

RESOLUTON TO RECONSIDER and RECIND Resolution 2013-131 to
PURCHASE of TAX PROPERTY AND SELL it TO
HABITAT FOR HUMANITY OF HURON VALLEY

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

WHEREAS The CITY is interested in removing blight and improving the housing stock in the city at a reasonable cost to the city,

WHEREAS Council passed resolution No. 2013-131, during the July 17, 2013 City Council meeting to purchase tax property and sell to Habitat for Humanity, and

WHEREAS the County Treasurer has provided information to the City that if the City preceded with this resolution the estimated cost would be approximately \$200,000 for tax charge backs, and

WHEREAS the City was not aware of this large cost at time resolution No. 2013-131 was passed, and

WHEREAS Council determines this cost to accomplish this goal is much higher than the city can afford at this time, and

WHEREAS Habitat for Humanity understands the city's change of position and has no objection to this resolution.

NOWTHEEFORE, City Council reconsiders resolution No. 2013-131 in its entirety and all actions associated with the passage of this resolution effective upon the passage of this resolution and hereby RECINDS resolution 2013-131. The City Manager is authorized to take all necessary actions to implement this resolution.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2013-136 as passed by the Ypsilanti City Council, at their meeting held on July 23, 2013.

Frances McMullan, City Clerk



Resolution No. 2013-134
July 23, 2013

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: