



CITY OF WILLIAMSTON
161 East Grand River Avenue, Williamston MI
(517) 655-2774
Regular City Council Meeting Agenda
Monday, September 11, 2023
7:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Audience Participation – Maximum 5 minutes per presentation
6. Council Meeting Minutes of August 28, 2023
7. Accounts Payable
8. Action Items
 - a. Appointment of Lorie Droscha to the Downtown Development Authority for a Term to Expire 06/30/25
 - b. Police Chief Appointment and Contract
 - c. Liability and Property Pool Insurance Renewal
 - d.
 - e.
9. Discussion Items
 - a. Road Diet
 - b. Construction Project Update(s)
 - c.
10. Correspondence Received / Information Only
 - a.
 - b.
11. Department Head Reports
 - a. City Manager
 - b.
 - c.
 - d.
12. Committee/Sub-Committee Reports
13. Audience Participation – Maximum 5 minutes per presentation.
14. Council Member Comments
15. Adjourn to the Call of the Chair

In Accordance with Public Act 267 (Open Meetings Act) Posted and Copies Given to Newspapers
Individuals with disabilities requiring special assistance who are planning to attend the meeting should
contact the Office of the City Clerk for accommodations. This request must be made two (2) business
days in advance of the meeting.

**The next regular meeting of the Williamston City Council will be held
Monday, September 25, 2023, in the Council Chambers of City Hall at 7:00 p.m.**

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CITY OF WILLIAMSTON
CITY COUNCIL
AUGUST 28, 2023
REGULAR MEETING MINUTES

1. Call to Order:

The regular meeting was called to order at 7:00 p.m. by Mayor Tammy Gilroy, and the Pledge of Allegiance was recited.

3. Roll Call:

Mayor Tammy Gilroy, Mayor Pro-tem Brandon Lanyon, Council members Tommy Pratt, Steve Jenkins, Scott VanAllsburg, Dan Rhines, and Terry Hansen. Absent: None.

Also present: City Manager John Hanifan, City Clerk Holly Thompson, Engineer/DPW Director Scott DeVries, Police Chief Bob Young, Spicer Group Representative John Bradley, City Attorney Timothy Perrone, JFM Productions, and citizens Lon Cripps, Katelyn Cripps, Jordan Davis, Mike Glovak, Monica Schafer, and other members of the public.

4. Approval of Agenda:

Motion by **Lanyon**, second by **Hansen**, to approve the agenda as presented. **Motion passed by voice vote.**

5. Audience Participation:

Mayor Gilroy called for public comments at this time and there were none.

6. Council Meeting Minutes of August 14, 2023:

Motion by **Hansen**, second by **Lanyon**, to approve the August 14, 2023, minutes as presented. **Motion passed by voice vote.**

7. Accounts Payable:

Motion by **Lanyon**, second by **Hansen**, to approve the August 28, 2023, accounts payable as presented, reference #'s 76948-76964, ACH 504-517 from dates 8/17/23 through 8/18/23 for a total of \$283,733.39. Yes: VanAllsburg, Rhines, Gilroy, Lanyon, Hansen, Pratt, Jenkins. No: None. **Motion passed.**

8. Action Items

8a. Set Joint Work Session with Planning Commission – Master Plan Update:

Motion by **Jenkins**, second by **Rhines**, to set a joint City Council Work Session with the Planning Commission for September 27, 2023. Yes: Rhines, Gilroy, Lanyon, Hansen, Pratt, Jenkins, VanAllsburg. No: None. **Motion passed.**

8b. McCormick Park- Pavilion Replacement Contract:

Motion by **Rhines**, second by **Hansen**, to award the 2023 McCormick Park Pavilion Replacement contract to Laux Construction in the amount of \$119,000. Yes: Gilroy, Lanyon, Hansen, Pratt, VanAllsburg, Rhines. No: Jenkins. **Motion passed.**

9. Discussion Items

9a. Road Diet:

Manager Hanifan reported on the status of the Road Diet Plans and offered a recap of the progress made on this project thus far. Capital Area Regional Transportation Study (CARTS) meeting has not taken place yet to find out about grant funding.

Council Members also gave the history of why the Road Diet project has been in the works for quite some time.

Citizen Mike Glovak commented he is opposed to the Road Diet and does not see the need for it for safety reasons. He asked about an engineering study and felt this will slow down traffic significantly.

Citizen Jordan Davis was opposed to the Road Diet and does not see the need for it. He feels the City should post their information on the Williamston Community Update Facebook page.

Katelyn Cripps commented the City's communication plan is ineffective and offered to create one for the City.

Lon Cripps commented he does not agree with MDOT on the need for the Road Diet. He feels to make it safer the speed limit should be enforced and it will be difficult to go back if they have made a mistake asking for this.

9b. Construction Project Update(s):

Engineer DeVries reported the sanitary sewer is being worked on currently for the North Putnam Street project. They are hoping to be done at the East Riverside Street intersection as quickly as possible.

Mayor Gilroy commented she has been impressed with the efficiency of the project so far.

11. Department Head Reports

11a. City Manager:

Manager Hanifan reported the Parks Master Plan survey will be going out in the next couple of days. It will be posted on the City Hall Facebook page with hard copies available at the upcoming Farmers' Market, Senior Center, and Schools.

11b. Police Chief:

Chief Young reported the first week back to school went way better than anticipated with the construction project going on. He also stated the City fared much better with the tornado than the township neighbors to the South. The community once again came together to help one another during the aftermath.

11c. Building Department:

A written report was submitted for Council review.

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12. Committee/Sub-Committee Reports:

Councilman Rhines commented NIESA is still working with the Webberville DDA on their funding agreement.

13. Audience Participation:

Monica Schafer commented she is proud of the City's leadership skills in response to the tornado on Thursday. There was a tremendous amount of damage but everyone pulled together. So many families are still struggling with the aftermath. DTE Energy has been great at getting the power restored quickly. The Governor signed a State of Emergency Order for the areas affected by the storm and reminded everyone to keep their receipts for reimbursement.

Jordan Davis commented he heard the tornado sirens during the storm, but they were very faint. He asked if the range can be extended.

14. Council Member Comments:

Councilman Pratt commented he appreciates everyone that attended the meeting and would like to see that participation continue.

Councilman Hansen agreed the tornado sirens were not very loud.

Councilman Jenkins encouraged people to attend the meetings and reminded everyone they are sitting on Council as volunteers and are not paid.

Councilman Lanyon commented the construction workers at the North Putnam Street project have been very considerate and he appreciates that. He added the Grand River Avenue/Putnam Street intersection safety has been an issue for the six years he has lived here.

Councilman VanAllsburg commented he appreciates Monica Schafer's comments. He stated his wife will not cross at the four-corners due to safety concerns.

Councilman Rhines commented he appreciates everyone coming together to work through the storm and tornado damage. He stated there is no money being redirected to other projects from the Police Department.

Mayor Gilroy commented the 48895 zip code encompasses so much more than the City and everyone was very united after the storm and tornado on Thursday. She thanked City staff for all their work during the aftermath. Mayor Gilroy encouraged people to use Ingham 211 as a resource for whatever is needed in the County. She gave recognition to Elissa Slotkin, Monica Schafer, Manager Hanifan, Department of Public Works, Police Department, True Value Hardware, Jose's Cuban Sandwich, Old Nation Brewing, Sunnyside, Admiral Gas Station, and Speedway Gas Station for going above and beyond to help the community in their time of need. This will make Williamston stronger moving forward.

15. Closed Session- ASCFME Collective Bargaining allowed under MCL 15.268(c):

Motion by **Lanyon**, second by **Rhines**, to go into Closed Session for ASCFME Collective

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Bargaining as allowed under MCL 15.268(c). Yes: Lanyon, Hansen, Pratt, Jenkins, VanAllsburg, Rhines, Gilroy. No: None. **Motion passed.**

Closed Session started at 8:10 p.m.

Motion by **Rhines**, second by **Jenkins**, to return to open session. Yes: Lanyon, Hansen, Pratt, Jenkins, VanAllsburg, Rhines, Gilroy. No: None. **Motion passed.**

Closed Session ended at 8:18 p.m.

No action was taken on closed session.

15. Adjourn to the Call of the Chair:

Motion by **Lanyon**, second by **Rhines**, to adjourn. **Motion passed by voice vote.**

***Meeting adjourned at 8:19 p.m.**

Respectfully Submitted by:

Holly M. Thompson, City Clerk

Tammy Gilroy, Mayor

Date Approved: _____

CITY OF WILLIAMSTON
 CITY COUNCIL MEETING SEPTEMBER 11, 2023
 ACCOUNTS PAID/PAYABLE
 CHECKS 76966-76989 AND ACH 518-527

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Date	Check	Vendor Name	Description	Amount	Aprv
08/24/2023	76966	CARDMEMBER SERVICE	HMT/OPERATING SUPPLIES	30.48	_____
			HMT/DEPUTY CLERK MEM EDUCATION DAY	50.00	_____
			SAD/AWWA MEMBERSHIP	255.00	_____
			DLG/DPW PRINTER	148.97	_____
			DLG/SOCKET TOOLS	64.08	_____
			SLC/WTP BLOCK HEATER FOR MAIN GENERATOR	144.99	_____
			SLC/WTP FLOOR FAN	95.39	_____
			JPH/SURVEY PLANNING	468.00	_____
			JPH/POLICE CHIEF POSTING	100.00	_____
			JPH/MML CHIEF POSTING	150.00	_____
			TRM/PD SUPPLIES	37.95	_____
			YMG/NEW APPLICANT MEDRANO MCOLES	68.00	_____
			YMG/NEW APPLICANT MEDRANO/SAETTLER MCI	90.00	_____
			YMG/PD SUPPLIES	15.68	_____
			YMG/NNO	9.80	_____
			YMG/NNO	32.07	_____
			YMG/NNO	115.95	_____
			YMG/PD SUPPLIES	55.96	_____
				<u>1,932.32</u>	
				1,932.32	
08/24/2023	76967	DTE ENERGY	2240 LINN/LS	43.23	_____
			1625 LINN/WELL 9	574.49	_____
			1657 LINN/WTP	2,726.05	_____
			2450 E GRAND RIVER/LS	84.46	_____
			WWTP UTILITIES	6,379.23	_____
				<u>9,807.46</u>	
				9,807.46	
08/24/2023	76968	MCKENNA	ZONING ASST	880.00	_____
08/24/2023	76969	MICHIGAN AGRIBUSINESS S	WWTP SLUDGE HAUL TESTING	1,000.00	_____
08/24/2023	76970	PERRY PLUMBING, INC	WWTP PLBG REPAIRS	1,084.31	_____
08/24/2023	76971	PRINTING SYSTEMS, INC.	VOTER ID CARDS	68.44	_____
08/24/2023	76972	PROUDCITY, INC	WEBSITE UPDATE	2,000.00	_____
08/24/2023	76973	RICOH USA INC	CITY HALL & PD COPIERS	265.09	_____
08/24/2023	76974	ROSLUND PRESTAGE & COM	2022/2023 AUDIT	8,750.00	_____
08/24/2023	76975	SPORTS & APPAREL	PD UNIFORMS	95.00	_____
			PD UNIFORMS	46.50	_____
				<u>141.50</u>	
				141.50	
08/24/2023	76976	STATE OF MICHIGAN	WTP EGLE LAB	64.00	_____
08/24/2023	76977	VERIZON WIRELESS	CITY CELL PHONES	271.88	_____
			PD MODEMS & CELL PHONES/DPW IPAD	278.12	_____
				<u>550.00</u>	
				550.00	
08/25/2023	518(A)	COHL, STOKER & TOSKEY, P ATTY	RETAINED SVCS	3,610.45	_____

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NON RETAINED SVCS				<u>22.95</u>
				3,633.40
08/25/2023	519(A)	CSX TRANSPORTATION	CSX RR CROSSING SIGNAL	1,978.00
08/25/2023	520(A)	INGHAM COUNTY ISD	THRU 8/18/23	53,224.12
08/25/2023	521(A)	INGHAM COUNTY TREASUR	THRU 8/18/23	99,000.08
08/25/2023	522(A)	LANSING COMMUNITY COL	THRU 8/18/23	26,532.45
08/25/2023	523(A)	MICHIGAN CAT	PD GENERATOR ANNUAL SERVICE	1,100.00
			DPW GENERATOR ANNUAL SVC	1,100.00
			WTP GENERATOR ANNUAL SVC	520.00
			WELL 9 GENERATOR ANNUAL SVC	515.00
			WWTP GENERATOR ANNUAL SVC	965.00
			CORWIN LS GENERATOR ANNUAL SVC	1,210.00
			TRAILER GENERATOR ANNUAL SVC	<u>515.00</u>
				5,925.00
08/25/2023	524(A)	PARALLEL CONTRACTING	PAVEMENT MARKINGS	6,205.00
08/25/2023	525(A)	RANDY'S SERVICE STATION	DPW FLEET DIESEL	1,009.88
			DPW FLEET GASOLINE	1,065.59
			PD FUEL	<u>1,057.27</u>
				3,132.74
08/25/2023	526(A)	STAPLES	OPERATING SUPPLIES	5.51
			OPERATING SUPPLIES	<u>706.87</u>
				712.38
08/25/2023	527(A)	WILLIAMSTON COMM. SCH	THRU 8/18/23	87,722.42
08/30/2023	76983	BIGOS, ANDREA	UB refund for account: WRLN-000251-0000-	82.11
08/30/2023	76984	C2AE	LIFT STATION CAPACITY	1,309.27
08/30/2023	76985	CONSUMERS ENERGY	2485 CORWIN RD	53.83
			526 SUNSET/WWTP	1,136.25
			161 E GRAND RIVER	14.48
			228 N PUTNAM	14.48
			228 ELEVATOR	118.63
			781 PROGRESS CT/COLD STORAGE	12.91
			175 E GRAND RIVER	44.26
			781 PROGRESS CT/DPW	34.68
			369 W GRAND RIVER	<u>17.97</u>
				1,447.49
08/30/2023	76986	DC BYERS COMPANY/DETR	SALT BARN REPAIR	11,700.00
08/30/2023	76987	FERGUSON WATERWORKS	WATER MAIN 12" REPAIR CLAMPS	1,907.84
08/30/2023	76988	MUTT MITT	PARKS MUTT MITT REFILL	567.91
08/30/2023	76989	SUPREME SANITATION	VCP PORTA POTTY	<u>100.00</u>
				331,723.33



City of Williamston

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161 E. Grand River Avenue, Williamston, MI 48895
517-655-2774; fax, 517-655-2797; www.williamston-mi.us

BOARDS & COMMISSIONS APPLICATION

Your interest and expressed willingness to serve the City of Williamston is appreciated. The purpose of this form is to provide the Mayor and Council with basic reference data and information pertaining to any person being considered for appointment to a City Board or Commission. Minimum educational requirements have not been established. Advanced education or college degrees are not necessary to be considered for appointment.

NAME: Droscha, Lorie S DATE: 07/20/2023
(Please Print) LAST FIRST M.I.

STREET: 4038 N. Pine Dell Dr

CITY: Lansing ZIP CODE: 48911

HOME PHONE: 517-525-4334 BUSINESS PHONE: 517-655-2124

FAX: _____ E-MAIL: LorieD@wediginsurance.com

BUSINESS ADDRESS: 101 W. Grand River Ave Williamston, Mi 48895

PRESENT EMPLOYER: Hayward-Pixley Insurance Agency

Please mark your choice(s). If you are choosing more than one, list in priority, i.e. 1 = First Choice, 2 = Second Choice, etc.

- | | |
|--|--|
| <input type="checkbox"/> Art Committee | <input type="checkbox"/> Parks and Recreation Commission |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> City Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Compensation Committee (as needed) |
| <input checked="" type="checkbox"/> 1 Downtown Development Authority | <input type="checkbox"/> Downtown Development Citizens Council (as needed) |
| <input type="checkbox"/> Economic Development Corp./TIFA | <input type="checkbox"/> Other (specify) _____ |

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Professional Qualifications and/or Work Experience:

Williamston Area Chamber of Commerce President
BNI - 2 Terms - Secretary
Insurance Agent 10 years
Michigan Youth Wrestling Association - Board Member - 7 years

Community Experience and/or Other Experience:

Williamston Area Chamber of Commerce events, Witches and Wizards, The Williamston Light Parade, Downtown Decades Party, Dog Days Event. I was the Jubilee Parade Sponsor for 2022 and I have been a team member for Hayward Pixley Insurance Agency for the past 2 years developing relationships with both new and current customers.

Reason for Desire to Serve:

I would like to work in collaboration with the community departments by offering my time and vision between both the Chamber and the DDA while achieving common goals for the growth and development of Williamston.

Are you a U.S. Citizen? Yes No

If appointed, do you prefer your mail be sent to: Residence Business

I hereby certify that this form is true and accurate to the best of my knowledge.

Lerie Arasela
Signature


I understand that if appointed to serve on a City Board or Committee, I will be required to submit a completed Conflict of Interest Disclosure Form as Required by City policy.

Lerie Arasela
Signature

Please complete and return this form to City Clerk, City of Williamston, 161 E. Grand River Ave., Williamston, MI 48895. The information you have supplied will be provided to specific boards, City Council and is also subject to public disclosure under the Michigan Freedom of Information Act. If you have any questions, you may contact the City Clerk's office at 517-655-2774.



To: City Council

From: John P. Hanifan, City Manager 

Date: September 11, 2023

Subject: Police Chief Appointment and Contract

Requested Action

Motion to approve a resolution to confirm City Manager's appointment of Jeffrey Weiss as Chief of Police and to approve a contract for employment services.

Background

The interview team of Chief Young, Vonnie Green, Officer Smith, and I interviewed four candidates. The team has made a unanimous decision to recommend the City Council hire Jeff Weiss (contingent on background check) as the next Williamston Police Chief.

The enclosed resolution seeks City Council's confirmation of this appointment and approval of the contract for employment services, which outlines the terms of compensation and fringe benefits. In establishing a compensation package, I reviewed the current budget for the Chief's position, a salary comparison of similarly sized communities, and the credentials and qualifications of the new Chief. The proposed compensation package is supported by our budget, competitive in the broader market, and responsive to the new Chief's qualifications and desires in relation to our budget and operation size.

Recommendation

I recommend approving the resolution as requested.

Attachments

Jeffrey Weiss Resume
Resolution
Employment Agreement

Jeffrey Weiss
1269 Cambridge Circle
Williamston, MI 48895
(517)290-4851

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Experience

- 10/21 – present Chief of Police *Lennon Police Department* Lennon, MI
•Administration of Department
•Patrol Duties
- 12/19 – present Emergency Manager/Deputy *Shiawassee County Sheriff's Office* Corunna, MI
Emergency Manager, Homeland Security & Emergency Management
•Prevention, Mitigation, Preparedness, Response, and Recovery to Incidents
- 11/20 – 10/21 Police Officer *Laingsburg Police Department* Laingsburg, MI
•Patrol Officer/Part-time
- 9/19 – 12/19 Medical Examiner Investigator *Sparrow Health System* Lansing, MI
•Response to Death Investigations to determine cause and manner
- 7/06 – 9/19 Sergeant *Ingham County Sheriff's Office* Mason, MI
• Retired as Emergency Manager, Homeland Security & Emergency Management
• County Patrol Division, Patrol Supervisor
• Delhi Township Division, Night Shift Patrol Supervisor
• Corrections Division, Night Shift Supervisor
• Traffic Unit Supervisor
• K9 Unit Supervisor
• Training Unit Supervisor
- 10/94-7/06 Deputy *Ingham County Sheriff's Office* Mason, MI
• Corrections Deputy
• Patrol Deputy
• Traffic Unit Deputy
• Marine Unit Deputy
• Transport Unit Deputy
• Court Security Unit (VMC) Deputy
• D.A.R.E. Unit Deputy
- 2/92-10/94 Police Officer *Williamston Police Department* Williamston, MI
•Patrol Officer/Part-time
- 8/90-2/92 Police Officer *Perry Police Department* Perry, MI
•Patrol Officer/Part-time
- 1/88-6/90 Reserve Police Officer *Williamston Police Department* Williamston, MI
•Reserve Police Officer

Professional Experience/Qualifications

Professional Emergency Manager Designation – Michigan State Police EMHSD, August 2016

Michigan State University, School of Staff and Command, June 2009
Michigan State University, School of Criminal Justice, East Lansing, MI

Michigan Police Executive Development Seminar (MPEDS), September 2015
Sponsored by the FBI Detroit and the FBI National Academy Associates (FBINAA) Michigan Chapter

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Professional Experience/Qualifications

Advanced Supervision, September 2011
MACNLOW Associates

Executive Leadership for Challenging Times: Media Relations for Police Executives, September 2010
Police Executive Development Series
Michigan State University – Center for Police Executive Development

Field Training Officer
Driving Instructor
Defense Technology OC/CS, Distraction Device, Less-Lethal Munitions – Instructor
TASER Instructor
Marine Safety Instructor
Active Violence Incident Instructor

Education

Michigan State University, East Lansing, MI
B.A., Criminal Justice, 1993

Lansing Community College, Lansing, MI
Associates Degree, Criminal Justice, 1990

Professional Affiliations

Michigan Association of Chiefs of Police
Mid-Michigan Association of Chiefs of Police
Michigan Emergency Management Association
International Association of Emergency Managers

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CITY OF WILLIAMSTON
CITY COUNCIL

A RESOLUTION TO CONFIRM CITY MANAGER’S APPOINTMENT
OF JEFFREY WEISS AS CHIEF OF POLICE AND TO APPROVE
A CONTRACT FOR EMPLOYMENT SERVICES

At a Regular Meeting of the City Council of Williamston, Ingham County, Michigan held on Monday, September 11, 2023, at 7:00 p.m., there were:

PRESENT:

ABSENT: .

The following resolution was offered by Councilmember___ and supported by Councilmember _____:

WHEREAS, Section 3.1 of the Williamston City Charter provides that the Chief of Police is an appointive officer of the City of Williamston; and

WHEREAS, Section 6.2(a) of the Williamston City Charter requires that all administrative officers shall be appointed by the City Manager subject to confirmation by the City Council and shall serve for indefinite terms; and

WHEREAS, the City Manager has conducted a search process for the next Chief of Police and has selected Jeffrey Weiss to fill the position; and

WHEREAS, pursuant to Section 3.5 of the Williamston City Charter, the compensation of all officers of the City shall be established by the Council; and

WHEREAS, the City Manager has negotiated a tentative agreement with Jeffrey Weiss which includes a graduated salary schedule, immediate vacation credit, and participation in a defined contribution retirement program, which tentative terms of agreement are set forth in a Contract for Employment Services; and

WHEREAS, Section 3.6 of the Williamston City Charter requires that every officer shall take the oath or affirmation required by the Constitution of the State of Michigan before entering upon employment with the City.

THEREFORE, BE IT RESOLVED as follows:

1. Jeffrey Weiss is hereby confirmed as Chief of Police, for a three (3) year term of office.

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2. The compensation of the Chief of Police shall be as set out in the Contract for Employment Services between Jeffrey Weiss and the City of Williamston.

3. The Contract for Employment Services with Jeffrey Weiss is hereby approved effective upon execution and him taking the oath or affirmation required by the Constitution of the State of Michigan.

ROLL CALL VOTE ON THE FORGOING RESOLUTION AS FOLLOWS:

AYES:

NAYS: None.

ABSENT: None.

THIS RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Holly M. Thompson, the undersigned duly qualified and acting Clerk of the City of Williamston, Ingham County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a Regular Meeting held on Monday, September 11, 2023.

Holly M. Thompson, City Clerk
City of Williamston

Dated: _____

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CONTRACT FOR EMPLOYMENT SERVICES

THIS CONTRACT FOR EMPLOYMENT SERVICES, entered into October 2nd 2023, by and between the **CITY OF WILLIAMSTON** (hereinafter referred to as the "City"), and **Jeffrey Weiss** (hereinafter referred to as the "Employee").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** to between the parties as follows:

1. The Employee shall be employed as the Chief of Police of the City of Williamston upon the terms and conditions hereinafter set forth.
2. Duties. The Employee shall perform the duties and responsibilities of the Chief of Police of the City of Williamston, as required and directed by the City Manager and in accordance with the Charter and Ordinances of the City of Williamston, and shall perform such other duties and functions as may be required by law or regulation and/or as may be assigned by the City Manager.
3. Term. The term of this contract shall be three (3) years from the 2nd day of October 2023, through the 2nd day of October 2026, inclusive. Upon mutual agreement, this term may be extended for a period of up to three years beyond October 2nd, 2026. However, notwithstanding any other provision in this Contract to the contrary, the term of this Contract shall be subject to the termination provisions in paragraph 4 below.
4. Early Termination.
 - A. Nothing contained herein shall limit, prevent, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, subject only to the provisions set forth in paragraphs C and D of this section.
 - B. Nothing in this Contract shall prevent, limit or otherwise interfere with the rights of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in paragraph E of this section.
 - C. (1) This Contract and compensation to the Employee may be terminated by the City upon providing **written notice** of such termination to the Employee, or upon delivery of such notice to his last known address, in the event the City should terminate the Employee's employment in the Chief of Police position for reason of the Employee's malfeasance, non-feasance, willful or intentional disregard of duties, conviction of the Employee of a felony, and/or conviction of the Employee of a misdemeanor relating to or affecting the performance of the Chief of Police duties, and/or job performance.

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- (2) In the event of early termination pursuant to this sub-section, the Employee's compensation will be pro-rated to the effective date of the termination as specified in the written notice of termination.
- D. (1) The City may terminate this Contract and the Employee's compensation for any other reason not specified in sub-section C above, including, but not limited to, the reason that the City, in its sole discretion, deems it to be in the best interest of the City, by providing Employee two (2) weeks prior written notice of such termination.
- (2) In the event that the City terminates this Contract as authorized in this sub-section, it shall have the option of either having the Employee continue to perform services under this Contract until the effective date of termination or to require the Employee to cease employment and performance of services at any time during the two (2) week notice period.
- (3) If the Employee is required to cease employment and performance of services for reasons other than those set out in paragraph C(1) above, he shall continue to receive salary and benefits as set forth in this Contract until the effective date of termination, provided the Employee does not obtain other employment nor receive unemployment benefits during this period. Should the employee obtain other employment, or receive unemployment benefits, the salary and benefits shall cease upon the effective date of the receipt of such other employment or unemployment benefits.
- E. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City two (2) weeks advance notice.
5. Return of Property. Upon termination of employment, the Employee shall return all documents, correspondence, files, papers, or property of any kind, in all type or nature relating to the City, which the Employee may have in his possession or control, and to sign a statement verifying return of such property.
6. Compensation.
Effective October 2nd, 2023, the City shall pay, and the Employee shall receive, an annual salary of Eighty Thousand (\$80,000) to be paid in bi-weekly installment payments, for services rendered pursuant to this Contract.
- Future year pay increase will be based upon percentage increases of hourly rates issued to the F.O.P. Capitol City Labor Program, Inc. for the 2024 fiscal year, subject to annual performance evaluation.
7. FLSA. The employee is exempt from overtime requirements under the FLSA. However, the employee shall comply with all time reporting and attendance accountability requirements as directed by the City Manager.

8. Fringe Benefits. The Employee shall be provided the same economic fringe benefits as extended to other appointed officials of the City as set out in the City Personnel Manual, except that Employee shall:

A. Vacation – will be recorded at the highest level of vacation benefits allowed by the City of Williamston Employee Manual, annually on October 2nd of that given year.

B. Pension –

1) The City shall contribute to a MERS Defined Contribution Plan with an immediate vesting schedule. The City's annual contribution to the Defined Contribution Plan shall be Eight (8) Percent of base salary per year. The obligation of the Employer under this section shall be payable in equal bi-weekly contribution payments.

2) The Employee is waiving participation in the City's Health and/or Dental and/or Vision Plans. Employee will be paid the stipend for waiving these benefits, currently \$3,600 annually, to be paid in bi-weekly installments. Employee does have the ability to enroll in the benefits (Health, Dental, Vision) at a later date at the same rate and level as the other city employees.

C. Training/Professional Development –

- (1) Great Lakes Homeland Security Conference limited to five (5) business days:
- (2) Michigan Association of Chiefs of Police limited to three (3) business days:
- (3) Other Training as agreed by the City Manger limited to two (2) business days:

Although the Employee's salary shall be paid, the Employee shall absorb all out-of-pocket costs for his attendance at these events, including, but not limited to, transportation, registration fees, hotel, mileage, meals, etc.

D. Automobile – The City shall provide an unmarked vehicle for the Employee's business use only. It is understood that the automobile will not be exclusively used by the Employee who will share the use of the vehicle on a business need basis.

E. Uniforms – The Employee shall be provided uniforms and uniform allowances as provided to other Police Department employees.

9. Death During Term of Employment. If the Employee dies during the term of his employment, the City shall pay to the employee's estate all the compensation which would otherwise be payable to the Employee up to the date of the Employee's death and the Contract shall terminate as of such date.

10. Liability Insurance. The City provides liability coverage including public official's errors and omissions, applicable to damages for bodily injury, property damage or wrongful acts as covered by such policy that covers the Chief of Police while acting in the course of employment and within the scope of his authority.
11. Non-Discrimination. The Employee, as required by law, shall not discriminate against any person seeking services with the City because of race, color, height, weight, marital status, religion, national origin, age, sex, or handicap. Breach of this covenant may be regarded as a material breach of this Contract.
12. Employee's Best Efforts. The Employee agrees that at all times he will faithfully and to the best of his ability, experience and talents, perform all the duties that may be required of him.
13. Compliance with the Law. The Employee shall perform all his respective duties and obligations hereunder in complete compliance with all applicable Federal, State and local statutes, laws, ordinances, rules and regulations.
14. Complete Agreement. This Contract constitutes the complete agreement concerning the employment arrangements between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is understood and agreed that this Contract shall supersede and take precedence over any other document, handbook, manual, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Contract, unless such other document, handbook, manual, plan or material is made expressly applicable to the Employee by formal resolution of the City Council. It is further understood that no City personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the City Council through a formal resolution.
15. Applicable Law. This Contract shall be construed according to the laws of the State of Michigan.
16. Waivers. No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
17. Assignment or Subcontracting. The Employee may not assign, subcontract or otherwise transfer his duties and/or obligations under this Contract. This section shall not be construed to prohibit the delegation of duties to subordinate Police Department employees normally delegated by a Police Chief as part of his exercise of his supervisory authority.

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18. Modification of Contract. Modifications, amendments, or waivers of any provisions of this Contract may be made only by the written mutual consent of the parties hereto.

19. Disregarding Titles. The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

20. Invalid Provisions. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

IN WITNESS WHEREOF, the parties have fully executed this Contract for Employment Services on the day and year first above written.

CITY OF WILLIAMSTON

By _____
Tammy Gilroy, Mayor

Dated: _____, 2023

By _____
John P. Hanifan, City Manager

Dated: _____, 2023

EMPLOYEE

By _____
Jeffrey Weiss


Dated: _____, 2023



City of Williamston

161 E. Grand River Avenue, Williamston, MI 48895
517-655-2774; fax 517-655-2797; www.williamston-mi.us

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To: City Council
From: John P. Hanifan, City Manager 
Date: September 11, 2023
Subject: Liability and Property Pool Insurance Renewal

Requested Action:

Motion to approve the insurance proposal from Michigan Municipal League Liability and Property Pool for the policy term 10/1/2023 through 9/30/2024 in the amount of \$75,205.

Discussion: We have received the 2023/2024 insurance renewal from the MML Liability and Property Pool. The renewal reflects a rate decrease of \$1,489. The following exposure, rate, and coverage limit changes are reflected in this renewal quote:

- Two fewer police officers (7/2022 to 5/2023)
- \$662,172 increase in total property values for inflation guard, including new pavilion
- A slight increase in total payroll
- A slight property rate increase
- \$122 Michigan Catastrophic Claims Assessment per vehicle (was \$86/vehicle for 2023)
- \$7,300 increase to radio and police equipment total values
- \$211,000 total values decrease in agreed amount total values for the automobiles

In addition, the MML Liability & Property Pool Board of Trustees has authorized dividends again this year. Upon renewal of the policy, the City will receive a dividend in the amount of \$6,666. Historic dividends paid to the City are as follows:

- \$7,377 in 2022
- \$4,914 in 2021
- \$4,911 in 2020
- \$6,655 in 2019
- \$6,815 in 2018
- \$8,954 in 2015

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michigan municipal league

Liability & Property Pool

Renewal Proposal

for the

City of Williamston

Presented By:

Diane Jones
MML Liability & Property Pool
(616) 304-0739

August 29, 2023

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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.

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Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of Williamston** has been a Pool member since **1983**.

The Pool staff is made up of 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 Williamston**. 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 Williamston** for an annual premium of **\$75,205**. When compared to last year's cost of \$76,694, it represents a premium decrease of **\$1,489**. **The following exposure, rate, and coverage limit changes are reflected in this renewal quote:**

- **Two fewer police officers (7 - 2022 to 5 - 2023)**
- **\$662,172 increase in total property values for inflation guard, including new pavilion (\$15,983,834 - 2022 to \$16,646,006 - 2023)**
- **A slight increase in total payroll**
- **A slight property rate increase**
- **\$122 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$86/vehicle for 2023)**
- **\$7,300 increase to radio and police equipment total values (\$42,700 - 2022 to \$50,000 - 2023)**
- **\$211,000 total values decrease in agreed amount total values for the automobiles (\$774,800 - 2022 to \$563,800 - 2023)**

In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2023. The City of Williamston's portion of the dividend return is \$6,666. The City of Williamston will receive this dividend in the month following payment of your 2023 renewal premium.

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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 . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 437 Public Entity Members | ✓ 182 Water Utilities |
| ✓ 136 Fire Departments | ✓ 214 Sewer Utilities |
| ✓ 147 Law Enforcement Agencies | ✓ 17 Municipal Marinas |
| ✓ 2,111 Police Officers | ✓ \$6 Billion of Property Values |
| ✓ 6,730 Miles of Streets/Roads | ✓ 182 Water Service Operations |
| ✓ 7,258 Vehicles | ✓ 6 Dams |
| ✓ 18 Electric Utilities | |

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Coverage and Cost Summary City Of Williamston

Effective 10-01-2023 to 10-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$0
CSX Trans ch-73.4, CH-73.35, CH-73.36	\$5,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0

<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>
24	\$250	\$1,000

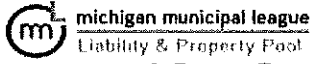
Agreed Amount, if applicable 4 Vehicles for a total of \$563,800

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 \$5,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$16,646,006	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 - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	See Schedule	N/A	\$250
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractor's & Water Equipment	\$764,164	N/A	\$250

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Coverage and Cost Summary City Of Williamston

Effective 10-01-2023 to 10-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
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
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$75,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	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
Fungal Pathogens	\$25,000	\$25,000	\$250
Holiday Decorations	\$24,000	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
Radio & Police Equipment	\$50,000	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
Voting Equipment	\$17,500	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$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
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A
Bond #: B Deputy Treasurer	\$100,000	N/A	N/A
Bond #: C Clerk	\$100,000	N/A	N/A
Bond #: D Treasurer, Deputy Treasurer, Clerk solely with respect to USDA Rural Development, Water and Sewer Bond Project.	\$356,060	N/A	N/A

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Coverage and Cost Summary City Of Williamston

Effective 10-01-2023 to 10-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
<i>Only one deductible applies to claims involving two or more property coverages.</i>			

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 \$75,205.

Cyber Coverage

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TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Submit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Submit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Submit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Submit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Submit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Submit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Submit:	\$25,000	each Claim and in the Aggregate
	Note: The above Submits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability		
Liability Retention Per Claim:			
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss Waiting Period: 12 hours
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Submit:	\$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A submit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

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Your Team of Experts



Diane Jones
Account Executive
(616) 304-0739



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



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Christopher Flechsig
Liability Claims Supervisor
(810) 844-8146



Matt Heins
Loss Control Supervisor
Law Enforcement Action Forum Coordinator
(248) 791-4371

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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

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City of Williamston Has . . .

- ✓ \$1,310,964 Annual Payroll
- ✓ \$16,646,006 of total values for real and personal property
- ✓ 5 Law enforcement officers
- ✓ 24 Vehicles
- ✓ 4 Vehicles with agreed values totaling \$563,800

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.

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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
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

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
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

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Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

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

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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.

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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
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

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

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- ✓ 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 consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

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:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

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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.