



City of Plymouth
City Commission Regular Meeting Minutes
Monday, December 19, 2022, 7:00 p.m.
Plymouth City Hall 201 S. Main St. Plymouth, MI

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

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1. CALL TO ORDER

Mayor Moroz called the meeting to order and led the Pledge of Allegiance.

a. Roll Call

Present: Mayor Moroz, Mayor Pro Tem Suzi Deal, Commissioners Linda Filipczak, Jennifer Kehoe, Kelly O'Donnell, and Marques Thomey

Excused: Commissioner Alanna Maguire

Also present: City Manager Paul Sincock, Attorney Bob Marzano and various members of the City administration

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Thomey, to approve the minutes of the December 5, 2022, City Commission meeting.

MOTION PASSED 6-0

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Deal, to approve the agenda for Monday, December 19, 2022.

MOTION PASSED 6-0

4. ENACTMENT OF THE CONSENT AGENDA

a. Approval of November 2022 Bills

b. Special Event: 41st Annual Plymouth Ice Festival, Friday February 3 – Sunday February 5, 2023

Kehoe offered a motion, seconded by O'Donnell to approve the consent agenda for December 19, 2022.

MOTION PASSED 6-0

5. CITIZEN COMMENTS

Lee Jacinski, 1380 Maple, complimented the administration for running the City well. He also spoke about the tree ordinance and the need to be vigilant in enforcing it.

6. COMMISSION COMMENTS

Kehoe noted that it was the second night of Hannukah and offered a Happy Hannukah to all who celebrate it.

Thomey said the staff training was a great reminder of all the City accomplished this year.

Moroz thanked residents, businesses, and staff for all the behind-the-scenes work that goes into making the City run so well. He congratulated the Plymouth District Library for being named a "Star Library".

7. OLD BUSINESS

a. B-2 Central Business District Ordinance Amendments – Final Reading

Kehoe offered the following motion, seconded by O'Donnell

RESOLUTION 22-89

WHEREAS The City of Plymouth has Zoning Ordinances which from time to time need to be updated; and

WHEREAS Recently, the Zoning Board of Appeals made an interpretation of a Zoning Ordinance related to dental offices in the B-2, Central Business District; and

WHEREAS The Planning Commission held a public hearing on the proposed changes in the ordinance on September 14, 2022; and

WHEREAS The City Commission held a first reading of the ordinance at their meeting on December 5, 2022.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby direct that the Code of Ordinances of the City of Plymouth, Michigan, Section 78 is to be amended as attached at the second and final reading of the proposed changes.

- Section 78-21 – Define Personal Service establishment and retail establishment
- Section 78-100 – Intent amend section by adding and deleting content
- Sections 78-101, sub-sections 1, 2, 3, 10, 11, deleting sub-section 12 & 18, renumbering sub-sections 13, 14, 15, 16, 17.
- Sections 78-102, amend sub-sections 2 & 4

MOTION PASSED 6-0

8. NEW BUSINESS

a. Huron Valley Ambulance Contract Renewal

The following resolution was offered by Filipczak and seconded by Thomey

RESOLUTION 2022-90

WHEREAS The City of Plymouth has had a long-standing relationship with Huron Valley Ambulance who provide emergency and non-emergency medical services within the City; and

WHEREAS Huron Valley Ambulance has provided these services within the City since 1989; and

WHEREAS This would be a renewal of the contract between the City and Huron Valley Ambulance and it will be a ten-year (10) no cost agreement.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby adopt the Paramedic Ambulance Service Agreement between the City and Huron Valley Ambulance, Inc. The mayor is authorized to sign the agreement on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk shall include the entire contract and exhibits as a part of the meeting minutes of this City Commission meeting.

PARAMEDIC AMBULANCE SERVICE AGREEMENT

THIS PARAMEDIC AMBULANCE SERVICE AGREEMENT (the "**AGREEMENT**") is made as of the 15th day of January 2023 by and between **HURON VALLEY AMBULANCE, INC., ("HVA")** a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, and the **CITY OF PLYMOUTH**, a Michigan municipal corporation, whose address is 201 South Main Street, Plymouth, Michigan 48170 ("**CITY**").

The city desires to provide emergency paramedic ambulance service to all persons in need of emergency medical services within their boundaries.

Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan Public Acts of 1978, as amended (the "**Public Health Code**"), provides that local governmental units may contract for the provision of emergency ambulance services for the use and benefit of individuals in their areas.

The City has the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

HVA is licensed under the Public Health Code to provide emergency paramedic ambulance services to individuals residing within the city and desires to do so.

The City and HVA desire to enter into an agreement for the provision of emergency ambulance services by HVA to individuals residing within the City.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the City agree as follows:

1. Services.

- (a) HVA shall be available to provide, and provide upon request, emergency advanced life support ambulance services and non-emergent patient transport services, on a continuous seven (7) day per week and twenty-four (24) hour per day basis to individuals within the City (collectively, the

"Services").

- (b) All ambulances and personnel used by HVA in providing the Services shall be licensed by HVA under the Public Health Code.
- (c) It is the goal of HVA to provide Services in the manner set forth in the initial operating plan attached hereto as Exhibit A (the "Operating Plan"). The City acknowledges and agrees, however, that HVA shall have direction and control over the manner and method by which the Services are provided and that HVA may amend the Operating Plan from time to time if HVA, in good faith, determines that any such amendment is reasonable and appropriate. Material changes in the operating plan will be approved by the city.
- (d) HVA agrees to respond to emergency medical requests within the boundaries of the City within ten (10) minutes or less, ninety percent (90%) of the time. Exceptions to this requirement will be allowed in situations which are beyond HVA's control, as defined in the Operating Plan. The City may consider that a failure to meet this standard is substantial breach of this contract.
- (e) HVA agrees to act as a Secondary Public Safety Answering Point, and to provide medical self-help information when applicable to all 911 telephone callers that are transferred to HVA's central dispatching facility.
- (f) HVA shall provide the Services to individuals in the City without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the City or ability to pay for Services.
- (g) HVA shall comply with all applicable federal, state, and local laws and the policies, procedures and protocols of the local medical control board.
- (h) HVA shall remain nationally accredited by the

Commission on Accreditation of Ambulance Services for the duration of this agreement.

(i) HVA shall provide a voluntary membership subscription program for qualified residents of the City. This voluntary subscription program, which is available for an annual fee established by the HVA Board of Trustees, shall cover out of pocket expenses for Services that are not covered by insurance or other federal or state programs for medically necessary ambulance transportation.

2. "911 and Other Emergency Calls for Services by the City. The City shall, through its respective primary public safety answering point, refer all "911 or other emergency medical or ambulance requests for Services within the City to HVA within a timely manner.
3. HVA as transport agency. The City hereby designates HVA as the agency to transport patients requiring ambulance transportation. The City may, at its discretion, also operate licensed ambulances or fire vehicles or fire engines for the purpose of being used as back up transport vehicles in cases of EMS system overload or to satisfy fire department mutual aid agreements to other communities. These municipal ambulances may transport patients in the following circumstances:
 - a. When requested by HVA personnel on scene or by request of HVA's dispatching center.
 - b. When HVA ambulances are unable to respond in a timely manner and the patient's condition will deteriorate due to the delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the fire department will determine HVA's estimated time of arrival (ETA) before beginning patient transport.
 - c. In other municipalities after receiving a mutual aid request for ambulance response.

HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice, and in accordance with protocols established by the local medical control authority.

4. Payment for Services. HVA shall undertake to collect payment for the Services directly from those individuals within the City to whom they are provided, or from appropriate third-party payers such as Medicare, Medicaid, automobile insurance or health insurance. HVA ambulance charges will be set by the HVA Board of Trustees at rates like other communities serviced by HVA. Any increase in ambulance rates above five percent (5%) per year must be approved by the City. Such approval shall not be unreasonably withheld.
5. Subsidy Payments to HVA from the City. There shall be no subsidy payment to HVA by the City for Services provided under this Agreement.
6. Fund raising; Use of Donated Funds; Grant Funds. The City agrees to be supportive of HVA's fund raising efforts.

In the event that the City shall procure or receive grant funds for purposes of supporting the provision by HVA of the Services, and such funds are used to purchase equipment relating to provision of the Services, the parties hereto agree that all such equipment shall remain the property of the City but may be leased to HVA at nominal cost pursuant to a written lease to be entered into between the City and HVA.

7. Term and Termination.
 - (a) The term of this Agreement shall commence on the date first written above, and continue for an initial term expiring on June 30, 2033, and shall be automatically renewed for additional, successive one (1) year periods thereafter unless either party provides the other with not less than one hundred eighty (180) days advance written notice of the intent to terminate at the

expiration of the initial or any subsequent annual renewal of the term of this Agreement, with or without cause.

- (b) This Agreement may be sooner terminated on the first to occur of any of the following events:
- (1) If the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - (2) In the event of a substantial breach of this Agreement by any one of the parties, if the non-defaulting party provides written notice of the breach to the defaulting party and the breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving written notice to the other parties to this Agreement.

Notwithstanding the termination of this Agreement, any liability or obligation of any party which may have accrued prior to such termination shall continue in full force and effect.

8. Insurance. HVA shall, during the term of this Agreement, maintain professional liability insurance, no-fault automobile insurance, comprehensive general liability insurance, an umbrella policy, and all other insurance required by applicable federal, state, and local laws, with a combined coverage limit of not less than \$10,000,000 per occurrence. If HVA is unable to purchase this level of coverage at reasonable premiums, HVA may reduce such coverage limit with the prior consent of the City, which shall not be unreasonably withheld or delayed. In no case will this coverage be less than \$5,000,000. HVA shall provide copies of the policies or certificates evidencing the existence and coverage of such insurance to the City upon written request thereafter to HVA. HVA shall cause the City to be named as an additional insured on HVA's policies of insurance for liability.

9. Independent Contractor. The parties to this Agreement acknowledge and agree that HVA shall perform the Services solely as an independent contractor of the City. Nothing in this Agreement is intended to create an employer/employee relationship, lessor/lessee, or a joint venture relationship between HVA and the City.
10. Assignment. Neither party hereto may assign this Agreement without the written consent of the other party hereto.
11. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
12. Governing Law. This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Michigan, without giving effect to principals of conflicts of law.
13. Entire Agreement. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing executed by all the parties hereto.
14. Notices. Notices required hereunder shall be in writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement. Any party hereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.
15. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interests for any individual, parent, guardian, or personal representative of any individual or any party or persons other than the City and HVA.
16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute

an original, and all of which together shall

constitute one and the same instrument.

HVA and the City have executed this Agreement as of the day and year first written above.

HURON VALLEY AMBULANCE, INC.
"HVA"

CITY OF PLYMOUTH
"CITY"

Exhibit "A"

Operating Plan

Name of Operation

Paramedic ambulances provided under this agreement will be operated under the name of Huron Valley Ambulance, or HVA.

Operating Area

Our operating plan includes service to the City of Plymouth. HVA will base paramedic ambulances 24 hours a day, 7 days a week at 1270 Goldsmith, City of Plymouth, or at coverage posts in and/or near the community.

In any case, the closest ambulance will be dispatched to emergency medical requests within the city. During times when locally based ambulances are on calls and unavailable, ambulance coverage will be provided by other HVA ambulance stations or intermediate coverage posts in and nearby the community.

HVA ambulances are a part of a regional emergency medical services system. HVA continually relocates ambulances so that they can respond in a timely fashion throughout the region.

HVA agrees to use its best effort to position at least one ambulance so that it can respond to emergencies in the city in a timely fashion at all times.

HVA has provided paramedic ambulance service to the city since 1989.

It is the intent of this Operating Plan to continue to provide Priority 1 emergency response times which are consistent with past performance.

Exceptions to this response time calculation will be allowed in situations where the delay is beyond the control of HVA. These include but are not limited to:

1. Inclement weather or road conditions.
2. Blockage, due to road closures, hazards, or trains.
3. Improper incident locations or directions from the caller or the primary public safety answering point.
4. The second or subsequent ambulances arriving on a call.
5. Unsecure situations, which need to be secured by police.
6. In cases of priority upgrade, the response time will be calculated beginning at the time of the upgrade.

HVA will notify the dispatching center for the city of the response location ambulances whenever practical.

Receipt of Calls, Dispatching of HVA Units

HVA will join the city by encouraging residents to dial 9-1-1 for medical emergencies. Whenever possible or practicable, callers reporting medical emergencies will be transferred to the HVA dispatching center for the purpose of triaging the appropriate response and providing medical self-help instructions. 9-1-1 trunk lines exist for the transfer of 9-1-1 calls and a direct line is in place between our communications center and the City's public safety answering point.

If HVA receives a direct emergency call, the fire department will be notified by HVA, however, HVA will not typically notify the fire department when the direct caller specifically requests that the fire department not be sent, or when responding to facilities where licensed health professionals are already on scene (including hospitals, nursing homes and physician offices).

MOTION PASSED 6-0

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

O'Donnell said the Planning Commission heard presentations on the zoning audit and the master plan review process at their meeting last week.

Kehoe said the Zoning Board of Appeals decided converting a garage into living space would not trigger a FAR review at their December meeting.

b. Appointments – if needed
There were no appointments.

c. Pension/OPEB Report
Finance Director John Scanlon reviewed the pension/OPEB report, and the City Commission accepted it.

d. Audit Presentation – PSLZ
Rana Emmons of PSLZ reviewed the audited financial report for the fiscal year ended June 30, 2022.

10. ADJOURNMENT

A motion to adjourn was offered by Filipczak and seconded by Deal at 7:32 p.m.

MOTION PASSED 6-0

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK