



City of Plymouth
City Commission Regular Meeting Minutes
Monday, March 20, 2023, 7:00 p.m.
Plymouth City Hall 201 S. Main St. Plymouth, MI

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

1. CALL TO ORDER

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

b. Roll Call

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

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

c. Proclamation – National Arab American Heritage Month

2. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Maguire, to approve the minutes of the March 6, 2023 City Commission meeting.

There was a voice vote.

MOTION PASSED

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Kehoe, to approve the agenda for Monday, March 20, 2023.

There was a voice vote.

MOTION PASSED

4. CSX RAILROAD PRESENTATION – RAIL SAFETY

CSX Railroad representatives Rusty Orben and Scott Karcher gave a presentation on their emergency preparedness and their safety record.

5. ENACTMENT OF THE CONSENT AGENDA

Filipczak offered a motion, seconded by Deal, to approve the consent agenda.

a. Approval of February 2023 Bills

b. Special Event Youth Soccer and T-Ball Practices, Mon – Fri, 4/3/2023-10/30/2023

c. Special Event: Turkish American Assn of MI – Fundraiser for Victims of Earthquake in Turkey, Sunday 4/30/2023

There was a voice vote.

MOTION PASSED

6. CITIZEN COMMENTS

Congresswoman Debbie Dingell introduced herself and said railroad safety was a top priority.

7. PUBLIC HEARING

a. Annual Recommendation for Renewal, Revocation and Non-Renewal of Liquor Licenses

Moroz opened the public hearing at 7:37 p.m. Hearing no comments, he closed the hearing at 7:38 p.m.

The following motion was offered by Moroz and seconded by Maguire.

RESOLUTION 2023-19-A

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City; and

WHEREAS On March 20, 2023, the City Administration presented the Liquor License Review Committee and the City Commission with information about the various liquor licensed establishments in the City; and

WHEREAS The Local Liquor License Review Committee did make a recommendation to the City Commission related to the renewal, revocation and non-renewal of all liquor licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

Aqua
Barrio Cocina Y Tequileria
Bearded Lamb Brewing Company
Bigalora/Arbor Brewing – 2 operations under one license
Compari's on the Park/Fiamma/Sardine Room – 3 operations under one license
Plymouth Cultural Center
E.G. Nicks
Hermann's Olde Town Grille
Ironwood Grill
VFW – Mayflower Post 6695
Mayflower Meeting House
Nico & Vali
Pakwaan Restaurant
Park Place Gastro Pub
Penn Grill
Pizza E Vino
Plymouth – Ann Arbor Elks
Knights of Columbus
Plymouth ROC
Sean O'Callaghan's Public House
Sidecar
Trackside
Stella's Black Dog Tavern
The Honey Hole
The Post Local Bistro
Westborn Market

BE IT FURTHER RESOLVED THAT the City Commission is hereby neutral regarding the license at Greek Islands/Ebenezer at this time.

Karen Sisolak, 939 Penniman, asked what the "no recommendation" for Greek Islands/Ebenezer meant. Sincok said the owners received several Michigan Liquor Control Commission violations, and the City was neutral on the renewal of their liquor license.

Jim Cleary, 44726 Erin Dr., asked about the license for the former Stella's Trackside should they re-open, since there is only one remaining license in the City. Sincock said there would be no issue because it would be a transfer, not a new license.

There was a voice vote.

MOTION PASSED.

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2023-19-B

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of allowable liquor licenses in a particular zoning district; and

WHEREAS Annually the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district and they completed that task on March 20, 2023.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby make no changes in the number of available liquor licenses (29) under the cap in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 18 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 11 licenses in total (*for all three zoning districts*) in any of the following the B-1, ARC and B-3 Zoning Districts.

There was a voice vote.

MOTION PASSED

b. Thai Basil Liquor License

Moroz opened the public hearing at 7:40 p.m. Hearing no comments, he closed the hearing at 7:41 p.m.

The following resolution was offered by Filipczak and seconded by Maguire.

RESOLUTION 2023-20

WHEREAS The City of Plymouth maintains a Liquor Management Ordinance and all issues related to liquor licenses in the City are required to be reviewed by the Local Liquor License Review Committee; and

WHEREAS The Local Liquor License Review Committee has received a request to transfer a liquor license into the City for Thai Basil; and

WHEREAS The application has been submitted to the State of Michigan Liquor Control Commission and to the City of Plymouth; and

WHEREAS The application was reviewed by the Local Liquor License Review Committee on Monday, March 20, 2023 and they have recommended approval of the transfer to the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the State of Michigan Liquor Control Commission that they approve the transfer of the Liquor License into the City of Plymouth for Thai Basil, T & W Investment, Inc.. in order to allow the establishment to comply with local ordinances in accordance with State Liquor Control Commission Administrative Rule R436.1003.

There was a voice vote.

MOTION PASSED

8. COMMISSION COMMENTS

Maguire congratulated the Salem girls' basketball team for making it to the final four. She said she planned to attend the State of the County address by Wayne County Executive Warren Evans.

9. OLD BUSINESS

There was no old business.

10. NEW BUSINESS

a. Fire Department Contract Renewal

The following resolution was offered by Thomey and seconded by Filipczak.

RESOLUTION 2023-21

WHEREAS The City of Plymouth and the City of Northville have been in a long-term intergovernmental agreement related to the delivery of fire services in both cities; and

WHEREAS The agreement provides for the delivery of fire suppression, fire safety inspections and fire prevention education; and

WHEREAS The agreement also provides for a response to emergency medical calls for services in both cities, at the Basic Life Support level; and

WHEREAS Both cities have agreements with private ambulance services to provide Advanced Life Support services in each city; and

WHEREAS The City Council of Northville and the City Commission of Plymouth are interested in authorizing a new long-term contract for fire services between the two cities.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a new contract with the City of Northville for Fire Services through June 30, 2035.

BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to include a complete copy of the agreement with the meeting minutes of this meeting.

**INTERLOCAL FIRE SERVICE AGREEMENT
BETWEEN
THE CITY OF NORTHVILLE
AND
THE CITY OF PLYMOUTH**

This Agreement, entered into this ____ day of _____, 2023, by and between:

The City of Northville, 215 West Main Street, Northville, Michigan,
48167, a municipal corporation, hereinafter referred to as "Northville;"
and

The City of Plymouth, 201 South Main Street, Plymouth, Michigan 48170,
a municipal corporation, hereinafter referred to as "Plymouth."

WHEREAS, Public Act 7 of the Public Acts of 1967, extra session, as amended, provides Northville and Plymouth with the authority to enter into an interlocal agreement.

WHEREAS, Northville and Plymouth each desire to enter into an interlocal Fire Service Agreement;

NOW THEREFORE, Northville and Plymouth hereby agree as follows:

1. **GENERAL AGREEMENT.** Northville and Plymouth hereby agree that Northville will provide, and Plymouth will receive fire services from Northville subject to the terms and conditions of this Agreement. Apart from mutual aid agreements, each party hereto agrees that neither party will enter into any other agreements for fire service with any other municipality, community, or entity without first obtaining consent from the other party to this Agreement.
2. **DEFINITIONS.** For the purposes of this Agreement, the terms in this section shall be defined as follows:
 - (a) "Northville" shall mean the City of Northville, Michigan.
 - (b) "Plymouth" shall mean the City of Plymouth, Michigan
 - (c) "Municipality" shall mean either the City of Plymouth or the City of Northville, and when plural it shall mean both the City of Northville and the City of Plymouth.
 - (d) "City of Northville Fire Department" shall mean the fire department of the City of Northville.
3. **LEVEL OF FIRE SERVICE.** The level of fire services to be provided by the

City of Northville Fire Department shall be as follows:

- (a) Fire suppression, fire safety inspections, and fire prevention education;
- (b) Total staffing of both fire stations shall consist of up to 60 part-time, paid on-call fire fighters, all of who shall be at all times considered employees of Northville. Staffing shall also include a full-time Fire Chief, and such other part-time or full-time staff positions as may be deemed necessary, all of who shall be at all times considered employees of Northville. The proposed addition of any full-time staff positions will be reviewed by the Advisory Board.
- (c) Three fire stations: one located at 215 West Main Street, Northville, Michigan, 48167 (to be owned by Northville); and one located at 201 South Main Street, Plymouth, Michigan, 48170 (to be owned by Plymouth); and one located at 186 E. Spring Street, Plymouth, Michigan 48170 (to be owned by Plymouth) and
- (d) EMS response at the basic life support (BLS) level. Advanced life support (ALS) services will be requested from private providers and/or mutual aid resources.

The level of fire services rendered by the City of Northville Fire Department to each municipality shall be the same, so that the residents and businesses of each municipality, taken as a whole, receive services on the same basis as if they were located in the other municipality. Changes in the level of the fire services shall be made in accordance with Section 10 of this Agreement.

4. ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY. The City of Northville Fire Department shall be administered by Northville in accordance with this Agreement, and specifically, as follows:

- (a) Budget Approval. No later than March 1st each year, Northville shall submit to Plymouth a proposed budget for the next fiscal year for the City of Northville Fire Department. Plymouth shall submit its comments to Northville no later than March 21st. Northville shall have the sole authority to adopt the annual City of Northville Fire Department budget, in a form which is consistent with provisions of this Agreement, and taking due note of Plymouth's comments.
- (b) Financial Records. Northville shall maintain a complete set of accounting records for the City of Northville Fire Department, in sufficient detail to meet the provisions of this Agreement and the interests of Northville and Plymouth. These records shall be open to inspection by Plymouth at any time during the regular Northville business hours upon three (3) days' notice of a request to see them. The City of Northville Fire Department accounting records shall be subject to an annual public audit. As soon as

possible following the completion of the annual audit, Northville shall submit a final statement to Plymouth regarding the total costs for the City of Northville Fire Department for the year being audited.

- (c) Personnel Administration. All personnel in the City of Northville Fire Department shall be, at all times, Northville employees and subject to Northville's personnel regulations. Northville shall have sole discretion and authority with respect to the hiring and termination of any and all personnel of the City of Northville Fire Department. Northville agrees to take into consideration any reasonable requests by Plymouth with respect to personnel issues.
- (d) Station Staffing. Plymouth may request that Northville provide on-site staffing at the Plymouth station during designated periods of time. Such staffing will be provided by part-time, on-call paid fire fighters scheduled to cover such duties. The cost of providing such staffing will be paid solely by Plymouth, in addition to the other payments called for in this Agreement. In the event that Northville requests on-site staffing at the Northville station during designated periods of time, the cost of providing such staffing will be paid solely by Northville.
- (e) Northville Fire Department Documents. Northville's City Manager shall furnish Plymouth's City Manager with a copy of all regular financial and activity reports regarding the City of Northville Fire Department. Plymouth's City Manager shall furnish Northville's City Manager a copy of all communications to and from Plymouth officials regarding the City of Northville Fire Department. The recipient of these documents shall treat them in the same manner that they are treated by the provider. Documents which are confidential shall be marked as such and shall be treated in accordance with the provider's instructions, provided, that such documents which are distributed to Northville's City Council shall also be distributed by Plymouth's City Manager to Plymouth's City Commission, and vice versa.
- (f) Payment for Service. Northville will take its budget estimate for the given year, determine Plymouth's percentage of that estimate, and then divide this number by twelve (12). Northville will bill Plymouth for this determined amount in twelve (12) monthly installments. A mid-year budget adjustment will be made after the adoption of the 2nd quarter budget amendments. Plymouth's monthly installment will be adjusted based on the amended budget. In addition to these monthly payments, any extra services rendered to Plymouth shall be billed in quarterly installments. Payments shall be due on or before twenty (20) days from the date of the invoice. Northville may add a service charge of one percent (1%) on the first (1st) day of each month to any past due balance. It is understood that in the event the budget estimate is different than that actual audited expenditures for a given year, then an adjustment will be made at the end of the fiscal year with either a credit or

charge issued based upon actual expenditures for that year.

- (g) Mutual Aid Association. Each party to this Agreement shall maintain its membership in the Western Wayne County Fire Department Mutual Aid Association, and shall pay all dues, assessments, and charges associated with such membership, in addition to any other payments called for in this Agreement.

5. ORDINANCES, CODES, AND ENFORCEMENT. It is the intent of the parties to this Agreement that the City of Northville Fire Department shall operate under a single set of ordinances, codes, and policies, and should have the same legal authority in both jurisdictions, to the greatest extent possible, on the basis that it is in the best interest of both parties and their respective citizens that this be done. Therefore, Northville and Plymouth agree to make every effort possible to maintain identical ordinances and regulations related to the City of Northville Fire Department to the greatest extent possible which is consistent with each jurisdiction's needs to provide for the health, safety, and welfare of its respective citizens. To this end, Northville and Plymouth agree as follows:

- (a) Plymouth agrees to take all known necessary steps to authorize the City of Northville Fire Department and its personnel to operate within Plymouth on the same basis as in Northville, as well as use and/or operate any equipment and use/occupy any premises which may be purchased and/or belong to Plymouth.
- (b) Northville agrees to provide Plymouth with a copy of Northville's ordinances and building and safety codes, which are related to the operation of the City of Northville Fire Department. Northville agrees to notify Plymouth each time it intends to modify such ordinances and codes, with a copy of the proposed amendment or change, and the legal and operational rationale for it.
- (c) Plymouth agrees to maintain all Plymouth ordinances and building and safety codes, which are related to the operation of the City of Northville Fire Department, in the same form as equivalent to Northville's ordinances and codes, unless Plymouth determines for good reason that it is in the best interests of Plymouth to maintain a variation in such ordinances and codes. In such case, Plymouth shall notify Northville, in writing, of the specific nature of such variation and reason for it. If Plymouth determines that a variation is necessary, then Northville agrees that the City of Northville Fire Department shall enforce the Plymouth version within Plymouth on the same basis that it enforces Northville's version within Northville.
- (d) Northville's City Manager and Plymouth's City Manager shall coordinate the consideration of such amendments and changes by their respective

boards, so that the adoption of such amendments and changes become effective on the same date to the greatest extent possible.

6. BASIS FOR SHARING FIRE SERVICE COSTS. It is the intent of Northville and Plymouth that the costs of the City of Northville Fire Department shall be shared on an equitable basis that represents the amount of the benefit derived by each party from those services, and which results in both parties receiving an equitable share of the benefits from improved services and reduced costs. To that end, it is agreed that the costs of the City of Northville Fire Department shall be shared as follows:
 - (a) Fire Service Costs. The percentage of Plymouth's portion of the estimated budget will be determined each year based upon the runs attributable to Plymouth in the prior year.
 - (b) Mutual Right to Request Review of Costs Determination. Each party to this Agreement reserves the right to re-exam and/or request a review of the cost sharing formula set forth in this Agreement if that party deems it to be necessary to do so.
 - (c) Purchase and Ownership of Apparatus. Except for the aerial apparatus described in section 6(d), any piece of firefighting or EMS apparatus acquired by or for the use of the City of Northville Fire Department will be paid for and titled in the name of the City in which such apparatus will initially be stationed. If the cost of the apparatus is in excess of \$70,000, the acquisition of the apparatus will be reviewed by the Advisory Board as specified in section 8(f). Any and all such apparatus must be approved by Northville, and the operation and use of the apparatus will be the responsibility of the City of Northville Fire Department, regardless of which City has purchased or holds title to the apparatus. Any piece of apparatus may be temporarily reassigned to a different station, as may be necessary to meet the operational needs of the Joint Fire Department.
 - (d) Aerial Apparatus. Notwithstanding any other provision of this Agreement, the parties agree that any aerial apparatus acquired on or after July 1, 2015, will be paid for by both Northville and Plymouth in accordance with the costs sharing provisions of this Agreement, as provided in section 6(b). Whichever City does not hold title to the aerial apparatus will be listed as a secured party on the title. In the event of the termination of this Interlocal Fire Service Agreement, regardless of which City holds title to the aerial apparatus, the aerial apparatus will remain a shared asset of both Northville and Plymouth for the life of the apparatus, with each City having the right to access, train on and to use the aerial apparatus. The cost of the aerial apparatus will continue to be shared until it is fully paid for.
7. EQUITY IN ASSETS. Plymouth shall own and have equity in all apparatus

purchased by Plymouth pursuant to this Agreement. All other ownership and equity in any other apparatus, shall solely be that of Northville.

8. ADVISORY BOARD. The parties to this Agreement agree to the following:
- (a) Each party to this Agreement shall participate in an Advisory Board. The board shall consist of one elected official from each party who shall be appointed by his or her respective city for a term of (2) years and the City Manager of each party to this Agreement. The two elected officials, and two City Managers will select a fifth member, who shall have experience as a firefighter or officer in another paid on-call department, who shall serve for a terms of two (2) years. The board shall meet quarterly for the purpose of reviewing the operations of the City of Northville Fire Department and its financial affairs. The members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses incurred in the performance of board duties. A vacancy on the board shall be filled by the original appointing governing body for the remainder of the unexpired term. Should any appointed elected member of the governing body cease to serve in such elected capacity his/her membership shall end and require appointment by the affected governing body.
 - (b) The Advisory Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of all members shall be necessary for the adoption of a motion or resolution. The members of the board may be removed by the appointing governing body.
 - (c) The business which the Advisory Board may perform shall be conducted at a public meeting of the board held in compliance with Michigan Open Meetings Act. Public notice of the time, date, and place of the meeting shall be given in the manner required by the Michigan Open Meetings Act.
 - (d) A writing prepared, owned, used, in possession of, or retained by the Advisory Board in the performance of any official function shall be made available to the public in accordance with the requirements of the Michigan Freedom of Information Act.
 - (e) The Advisory Board shall review Northville's annual operating budget for the City of Northville Fire Department prior to the annual budget being submitted for adoption to the Northville City Council, and make such suggestions or recommendations it deems appropriate.

- (f) The Advisory Board shall review requests for capital expenditures in excess of \$70,000.00. If the board deems such an expenditure appropriate, it shall request that said expenditure be approved by way of resolution to be passed by Northville, or in the case of apparatus to be purchased by Plymouth, to be passed by Plymouth.
- (g) The Advisory Board will review any request to create any additional full-time position(s) and make such suggestions or recommendations it deems appropriate.
- (h) If any conflict arises between the parties to this Agreement, the Advisory Board may meet, at any time, to try and resolve any such conflict. Such a meeting may be requested by either party to this Agreement at any time.
- (i) Each party to this Agreement acknowledges that the Advisory Board may provide recommendations to each party to this Agreement, but does not have to the power to issue a decision or recommend a resolution which is binding on either party to that Agreement. This power is reserved to the governing body of each party to this Agreement or as otherwise set forth herein.

9. INSURANCE AND INDEMNIFICATION. The parties to this Agreement agree to the following:

- (a) To the fullest extent permitted by law, Plymouth agrees to defend, indemnify, and hold harmless, Northville and all of its employees, officials, and agents, from and against any and all claims, injury, damage, cost, expense, lawsuit, or liability (including actual attorney's fees) arising out of, resulting from, or occurring in connection with the negligent performance of any work or any activity associated with or related to this Agreement by any employee, agent, or official of Plymouth.
- (b) To the fullest extent permitted by law, Northville agrees to defend, indemnify, and hold harmless, Plymouth and all of its employees, officials, and agents, from and against any and all claims, injury, damage, cost, expense, lawsuit, or liability (including actual attorney's fees) arising out of, resulting from, or occurring in connection with the negligent performance of any work or any activity associated with or related to this Agreement by any employee, agent, or official of Northville.
- (c) Plymouth agrees that it will procure and maintain during the life of this Agreement the insurance requirements listed below on all apparatus owned by Plymouth and the Plymouth station, and shall furnish to Northville certificate(s) of insurance as follows:

1. Workers' Compensation Insurance for City of Plymouth Employees including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) broad Form General Liability Extensions or equivalent, if not already included.

3. Motor Vehicle Liability including Michigan No Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insured:* The City of Northville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance by the City of Northville may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state that Thirty (30) days, Ten (10) days for non-payment of premium. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (complete with responsible parties name and address).

6. Proof of Insurance Coverage: The City of Plymouth shall provide the City of Northville at the time the contracts are returned for execution, certificates referencing all coverage as required above.

7. If any of the above coverages expire during the term of this contract, the City of Plymouth shall deliver renewal certificates and/or policies to City of Northville at least ten (10) days prior to the expiration date.

Plymouth agrees that in the event of loss to any of the items listed above for which it must maintain insurance, Plymouth must replace such items in the event of loss.

Plymouth agrees that in the event of loss to any of the items listed above for which it must maintain insurance, Plymouth must replace such items in the event of loss.

- (d) Northville shall procure and maintain during the life of this Agreement the insurance requirements listed below on all other items and issues relative to and/or necessitated by this Agreement, except for those listed in section 9(c), and furnish to Plymouth certificate(s) of insurance as follows:
1. Workers' Compensation Insurance for City of Northville Employees including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 2. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations; (C) broad Form General Liability Extensions or equivalent, if not already included.
 3. Motor Vehicle Liability including Michigan No Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.
 4. Additional Insured: General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insured: The City of Plymouth, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.* It is understood and agreed by naming the City of Plymouth as additional insured, coverage afforded is considered to be primary and any other insurance by the City of Plymouth may have in effect shall be considered secondary and/or excess.
 5. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state that Thirty (30) days, Ten (10) days for non-payment of premium. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (complete with responsible parties name and address).
 6. Proof of Insurance Coverage: The City of Northville shall provide the City of Plymouth at the time the contracts are returned for execution, certificates referencing all coverage as required above.
 7. If any of the above coverages expire during the term of this contract, the City of Northville shall deliver renewal certificates and/or policies to City of Northville at least ten (10) days prior to the expiration date.

10. MODIFICATION, DURATION, AND TERMINATION OF THIS AGREEMENT

- (a) This Agreement may be modified at any time by mutual approval of both the Northville City Council and the Plymouth City Commission.
- (b) This Agreement shall continue in effect at least until June 30, 2035. Thereafter, this Agreement shall continue in effect on a two (2) year basis, unless either party gives written notice to the other party on or before December 31st of any year, that that party wishes to terminate this Agreement effective on January 1st of the third year following the year in which the notice was given. The parties have the right to mutually agree to terminate this Agreement at any time.
- (c) Upon the termination of this Agreement by the expiration of its term, or by mutual consent of the parties to this Agreement, each party will keep whatever item and/or asset that that party is in possession of at the time of the termination of this Agreement. If the parties mutually share an item and/or asset at the time of the termination of this Agreement, the party who keeps the item and/or asset shall pay to the other party fifty percent (50%) of the current value of the item and/or asset at the time of the termination of this Agreement. Provided, however, that the ownership and use of the aerial apparatus referenced in section 6(f) shall be as provided for in that section.
- (d) In the event that Plymouth breaches this Agreement by withdrawing prior to the time specified in section 10(b), without the consent of Northville, Northville and Plymouth agree that Plymouth shall be liable for the following stipulated damages:
 - (a) A monetary payment equal to two (2) times the payment due under this Agreement for the year prior to the breach;
 - (b) All payments then due and owing under this Agreement; and
 - (c) Plymouth will remain responsible for its percentage of payments due on any equipment or apparatus purchased by Northville until that equipment or apparatus is fully paid off. The percentage of payments due will be determined by the payment due under this Agreement for the year to the breach. Plymouth will in addition remain responsible for its percentage of payments due in connection with the aerial apparatus, as provided in section 6(d).
- (e) In the event that Northville breaches this Agreement by withdrawing prior to the time specified in section 10(b), without the consent of Plymouth, Northville and Plymouth agree that Northville shall be liable for the following stipulated damages:

- (a) A monetary payment equal to two (2) times the payment due under this Agreement for the year prior to the breach; and
- (b) Plymouth shall no longer be responsible for any further payments as to any equipment or apparatus purchased by Northville.
- (c) Northville and Plymouth will remain responsible for their percentage of payments due in connection with the aerial apparatus, as provided in section 6(d).

11. Severability. Should any provision, paragraph, section or part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

This Agreement was approved and the execution of it was authorized by Resolution of Northville's City Council on _____ day of _____ 2023; and by Resolution of Plymouth's City Commission on _____ day of _____ 2023; in witness whereof the parties hereto have placed their hands and seal below:

 Nick Moroz
 Mayor
 City of Plymouth

 Brian Turnbull
 Mayor
 City of Northville

 Maureen Brodie
 Clerk
 City of Plymouth

 Clerk
 City of Northville

Open.00401.34000.30661897-1

Several clerical errors were corrected.

There was a voice vote.

MOTION PASSED

b. Annual Marijuana Review to Allow Retail Sales in City

Commission members discussed their stances on retail sales of marijuana in the City and whether to change the requirement for the subject to be reviewed annually. There was consensus to continue the annual review. Discussion points included other communities that allow marijuana sales, financial considerations, resident survey data, changing the perception of people who use marijuana, the litigation risk, and the concern that there could be a petition to place marijuana sales in the City on the ballot. It was noted that selling and using marijuana was illegal at the federal level.

No action was taken.

d. Cultural Center HUD Grant – ADA Compliance Project

The following resolution was offered by Kehoe and seconded by O'Donnell.

RESOLUTION 2023-22

WHEREAS The City of Plymouth has been designated to receive \$400,000 in federal designated funding to make improvements to the Plymouth Cultural Center; and

WHEREAS These improvements are to renovate and make ADA compliant improvements to the original referee, player locker rooms and toilet areas and to provide for gender equity changing areas; and

WHEREAS The federal government is requiring that the city complete the HUD Community Project Funding Grant Agreement, known as FY2022 Community Project Funding Grant Agreement No. B-22-CP-MI-0439.

NOW THEREFORE BE IT RESOLVED THAT the City Commission hereby authorizes the adoption of FY2022 Community Project Funding Grant Agreement No. B-22-CP-MI-0439.

There was a voice vote.

MOTION PASSED

d. Confirmation of Vehicle Purchase for DMS

The following resolution was offered by Thomey and seconded by Deal.

RESOLUTION 2023-23

WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and

WHEREAS The City Commission determined that a Medium Duty Dump Truck was a piece of equipment that would be included in the 2022-23 Budget; and

WHEREAS The City Administration obtained pricing based on the MiDEAL Purchasing Program, which the City has used for previous vehicle purchasing; and

WHEREAS The City Administration and staff are recommending the purchase of a 2022 Fleet/Non-Retail Ford F550 4WD from Lafontaine Ford Flushing, MI.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2022 Fleet/Non-Retail Ford F550 4WD Regular Cab from LaFontaine in the amount of \$89,010.00 and the expense is to be charged to the Equipment Fund.

There was a voice vote.

MOTION PASSED

e. Authorization for vehicle purchases

The following resolution was offered by Filipczak and seconded by Deal.

RESOLUTION 2023-24

WHEREAS The City of Plymouth operates an equipment fleet to help protect the public health, safety, and welfare; and

WHEREAS The City Commission determined that a Medium Duty Dump Truck, two pick-up trucks, and a utility van were pieces of equipment that would be included in the Capital Improvement plan; and

WHEREAS The City Administration obtained pricing based on the MiDEAL Purchasing Program, which the city has used for previous vehicle purchasing; and

WHEREAS The City Administration and staff are recommending the purchase of a 2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck, and a 2022 Ford F-350 Crew Cab SRW 4x4, pickup, from LaFontaine Ford of Lansing; and

WHEREAS The City Administration and staff are recommending the purchase of a 2023 Ford Transit 350 AWD, Knapheide Service Utility Van, and a 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck, from LaFontaine Ford of Birch Run.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2022 Ford F-450 Regular Cab DRW 4x4 Air-Flo Pro-Class Dump Truck for \$85,226.00 and a 2022 Ford F-350 Crew Cab SRW 4x4, pickup for \$54,560.00 for a total of \$139,786.00 from LaFontaine Ford of Lansing and the expense is to be charged to the Equipment Fund.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a 2023 Ford Transit 350 AWD, Knapheide Service Utility Van for \$80,034.00 and a 2022 Ford F-250 Regular Cab SRW 4x4, Knapheide Service Truck for \$69,515.00 for a total of \$149,549.00 from LaFontaine Ford of Birch Run and the expense is to be charged to the Equipment Fund.

There was a voice vote.

MOTION PASSED

f. Authorization to Purchase Arrow Board Trailer

The following resolution was offered by Maguire and seconded by Filipczak.

RESOLUTION 2023-25

WHEREAS The City of Plymouth operates a water and sewer system to help protect the public health, safety, and welfare; and

WHEREAS At times the City's Department of Municipal Services is required to make repairs to the utility systems in the public right of way and there is a need for traffic control devices; and

WHEREAS One such device is a Wanco Folding Frame Solar Arrow Board and the City is able to purchase this unit through the State of Michigan cooperative purchasing program called MiDeal.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of a Wanco Folding Frame Solar Arrow Board through the MiDeal purchasing program in the amount of \$5,475.00. The purchase is authorized from Truck and Trailer Specialties of Howell, Michigan. Funding for the purchase is authorized from the Water & Sewer Fund.

There was a voice vote.

MOTION PASSED

g. Authorization to Hire – Recreation Department

The following resolution was offered by Filipczak and seconded by O'Donnell.

RESOLUTION 2023-26

WHEREAS The City Commission did enact an Employment Ordinance on August 7, 2000, requires that the City Administration seek prior and express approval of any hiring of a full-time position in the City; and

WHEREAS There is a budgeted full time opening in the Recreation Department and the critical needs of the Department require a replacement for this position; and

WHEREAS The City Administration has requested prior and express approval of a hiring of a Recreation Department employee.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the prior and express approval of the hiring of one full-time Building Maintenance/Zamboni Driver employee for the Recreation Department to replace a position that is currently being vacated.

There was a voice vote.

MOTION PASSED

11. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Maguire said the Plymouth Library is planning a gala to celebrate their centennial on April 20

Kehoe said the ZBA heard a variance request for an attached garage, and it was tabled for more information at a future meeting.

Deal said plans are underway for Artisan Market on April 22.

O'Donnell said nominations for the Ruth Huston Whipple Award are due at the end of April. She said the Planning Commission reviewed a potential development at the Christian Science Church property, and chose a test case area in Old Village for a form based code area. She also encouraged people to visit the library to see their centennial exhibit.

Thomey said there would be a NPFAB meeting on April 17 at 4 p.m. in Northville.

b. Appointments

There were no appointments.

12. ADJOURNMENT

A motion to adjourn was offered by Thomey and seconded by Filipczak at 8:30 p.m.

There was a voice vote.

MOTION PASSED

NICK MOROZ
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK