

# City of Northville

## CITY COUNCIL REGULAR MEETING MINUTES

### September 18, 2017

Mayor Roth called the meeting to order with the Pledge of Allegiance at 7:00 p.m. in the City of Northville Municipal Building, City Council Chambers, 215 W. Main Street, Northville, Michigan, 48167.

#### **ROLL CALL**

**Present:** Mayor Ken Roth, Mayor Pro Tem James Allen, Councilmembers Nancy Darga (arrived 7:10pm), Sam Ekong, and Marilyn Price

**Absent:** None

**Also Present:** City Manager Patrick Sullivan, City Clerk Dianne Massa, Finance Director/Treasurer Sandi Wiktorowski, Fire Chief Steve Ott, Police Chief Michael Carlson, Assistant City Attorney Jeff Schroder, MMRMA Attorney Jeff Clark, Attorney Ron Cornell, and 41 citizens

Mayor Roth read a statement informing those present that the City Council meeting was being recorded for rebroadcast on the City's website. By remaining at the meeting, consent is inferred by those present to have their voice and image recorded and posted on the City's website.

#### **PRESENTATIONS**

##### **A. Citizens Comments**

Frank Bauss, 125 N. Rogers alleged there were dead trees to the north of his property that need to be removed. Bauss claimed the Building Official will not make an official determination as the trees are part of an on-going police investigation. The trees are dead, a safety hazard, and cars parked by the trees could be damaged. Bauss stated the City was put on "notice" of the need to quickly resolve the matter to have the trees removed.

##### **B. City of Northville Life Saving Awards Presentation**

*Councilmember Darga arrived during the award presentation.*

Fire Chief Steve Ott briefly described the events on July 13, 2017, which lead to saving the life of Charles Gevirtz. Mr. Gevirtz had gone into cardiac arrest at Scores Haircuts in downtown Northville. Through the efforts of CPR and administration of the automatic external defibrillator (AED), and other life-saving measures, Mr. Gevirtz recovered at the scene and was transported to the hospital.

The Mayor congratulated the team who saved the life of Charles Gevirtz. Life Saving Awards were presented to citizen Ryan Figueroa, Officers Ken Delano and Matt Duggins of the Northville Police Department, Firefighter/Paramedic Aaron O'Donnell and Lt. Matthew Samhat of the Northville Fire Department, and Jeffrey Potter and Holly Leverton of Community EMS.

Mr. Gevirtz voiced his gratitude to the people that helped revive him and save his life.

**APPROVAL OF AGENDA AND CONSENT AGENDA**

**Motion Allen, seconded by Ekong** to approve the agenda and consent agenda as presented.

Approve City Council Minutes of: None

Receive Bills List:

- Accounts Payable Week of September 18, 2017

Receive Board and Commission Minutes: None

Receive Departmental Reports:

- Youth Assistance: 9/17

Board and Commission Appointments: None

Amendment to the Fees, Fines and Penalties Schedule / Building Performance Bond

Request to Call a Special Meeting of City Council / October 2, 2017 Cemetery Study Session

Special Event Request / Skeletons Are Alive / October 6, 2017

Amendment to the Fees, Fines and Penalties Schedule / Marriage Ceremony Fee

Request for Charitable Gaming Resolution / Northville Baseball and Softball Association

Wayne County Park Millage Fund Allocation FY16-17

**Motion carried unanimously.**

**NEW BUSINESS**

**A. Lot Split Appeal**

**Parcels 376 and 377 at Dubuar and Rogers**

Section 78-168 of the Northville Code of Ordinances allows for the appeal of Planning Commission decisions regarding lot splits to the City Council. On July 19, 2016, the Planning Commission approved, with conditions, three lot splits to Parcels 376 and 377 at Dubuar and Rogers Street. One of the conditions was that the applicant provide financial guarantees for the construction of a road and retaining wall to provide access to the parcels. The applicant is appealing that condition, asking City Council to reverse the Commission's decision and remove the condition requiring the applicant to pay for the portions of the street and retaining wall not located on their property.

The petitioner (Thomas Prose) was represented by Attorney Ronald Cornell, Seyburn Kahn, 2000 Town Center, Suite 1500, Southfield, Michigan, 48075

The respondent (City) was represented by Assistant City Attorney Jeffrey Schroder, Plunkett Cooney, 38505 Woodward Ave., Suite 2000, Bloomfield Hills, Michigan, 48304

City Council was previously provided a packet that included written arguments that were prepared by counsel on behalf of their clients. Evidence accompanying the written arguments included:

- Lot Split Appeal – Parcels 376 and 377 at Dubuar and Rogers - Memorandum from Jeffrey Schroder, Assistant City Attorney (9/11/17)
- Summary of Lot Split Process – Parcels 376 and 377 at Dubuar and Rogers – Thomas Prose – Memorandum from Sally Elmiger, Carlisle Wortman Associates (9/8/17)
- Appeal of the July 19, 2016 Planning Commission Lot Split Decision for 590 Dubuar Street, Northville, Michigan, 48167 – Ronald Cornell, Attorney for Appellant (5/30/17)

Exhibits:

- A. Lot Split Administrative Review Application (received 6/3/16) and internal department reviews (includes Fire Marshall review dated 6/6/16).
- B. Lot Split Review from Carlisle Wortman (7/13/16)
- C. Settlement Agreement (signed 3/15/06)
- D. Warranty Deed conveying property from Frank Baus to Thomas Prose

- E. Assignment and Assumption of Settlement Agreement (2/19/13)
- F. Affidavit of Frank Bauss (10/27/16)
- G. Affidavit of Uldis Vitins (5/24/17)
- H. Vitins Engineering – Dubuar St. Development Site Plan Sheet C-3 (6/26/19)
- I. SME Soil and Materials Engineers, Inc. letter (10/31/01)
- J. Section 78-131 Streets – Code of Ordinances
- K. House Location – Lot 376 and 377 (10/29/85)
- L. City Council meeting minutes – page 3 (12/16/85)
- M. Quit Claim Deed – Lot 377 (2/24/86)
- N. Planning Commission meeting minutes (7/19/16)
- O. Letter from Bob Marzano, City Attorney to Duncan Ogilvie re: Frank Bauss v City of Northville Settlement Agreement (10/25/16)
- P. Article III Lot Splits – Code of Ordinances

The appeal format was explained. Counsel would have the opportunity to briefly summarize the materials submitted on behalf of their client, and make additional responses on the materials submitted by the other party. Counsel for the petitioner would present first. Respondent would have an opportunity to respond. A time limit of ten minutes for each party was agreed to. Rebuttal for petitioner and respondent would follow, if desired. City Council questions would be directed to Counsel during the appeal presentations. Both Counsels stated they understood and agreed to the outlined appeal process.

#### PETITIONER'S PRESENTATION

Mr. Cornell represented Thomas Prose, 590 Dubuar Street, Northville, Michigan, 48167. Prose is appealing the Planning Commission imposing conditions on his lot split application approval. Cornell summarized his written arguments in that the Planning Commission decision was wrong legally, factually, and equitably.

#### Legally:

- Cited the Arrowhead Development decision. It is unlawful for a body to impose conditions on an approval for zoning applications, lot splits, site plan approval, or building permits, requiring the applicant to construct improvements on property not belonging to the applicant.
- The City requires a 322-foot retaining wall. Prose agreed to construct and pay for 211 feet of the retaining wall, as well as roadways, and utilities, for his lot splits, but only those that abut and are north of his property line. Prose objects to the lot split approval condition requiring him to pay for 111 feet of improvements not abutting his property lines and right-of-way.
- Referenced Uldis Vitins' affidavit, which includes a site plan that shows the property lines of the proposed lot split, and property to the east of the east most property line that requires his client to build a retaining wall.
- The lot split approval condition went too far in requiring Prose to pay for a retaining wall that is not on or directly abutting his property. Under Arrowhead, the City cannot legally impose that condition.

#### Factually:

- In the early 2000s, previous owner Frank Bauss approached the City for a similar lot split that concerned the same issues. When conditions were going to be imposed, Bauss filed a lawsuit against the City.
- A settlement agreement was reached. Bauss agreed to pay for a retaining wall and utilities that would be constructed in connection with his lot split directly north of his property.
- Bauss believed the City accepted responsibility for building and paying for all costs for all utilities and bringing the utilities to his eastern most property line. This includes the costs of the retaining wall east of the property's east lot line.
- The City should be held to its agreement with Bauss, and then assigned to Prose.

Equitably:

- In 1985, the City deeded a portion of Lot 377 (furthest north portion) to the owner of what is now known as the Holleman property. Because the house was constructed too far north and in the Dubuar right-of-way, the width of Dubuar was constricted. To resolve this, the City deeded a strip of land from Lot 377 back to the Holleman property. This reduced the width of the roadway that can be constructed in front of the Holleman property.
- Constructing a roadway to service the three lots that were split requires the roadway to be constructed further north, and into the berm/embankment that abuts Prose's property, necessitating an expensive retaining wall.
- Uldis Vitins' affidavit states the road could have been constructed further to the south and the large retaining wall and expense would not be appropriate or necessary. Vitins also said that raising the grade from Caldwell to Rogers would not require cutting into the embankment and necessitate a large retaining wall to service these properties.
- Inequitable that Prose pay the cost of improvements for a condition created by the City in 1985.

It was requested the conditions imposed on the lot split approval be reversed, and the conditions on that lot split approval be limited to the requirement that Prose only need to pay for improvements that come directly north of his property.

City Council Questions and Comment:

Mayor Roth spoke of the reference to the Arrowhead Development case and if Arrowhead is the applicable governing law for a lot split scenario. Cornell replied that Arrowhead goes beyond the plat issues that it initially addressed. He cited the Calisi case which involved conditions imposed on a building permit. There was no restriction that Arrowhead be read narrowly to only pertain to the plat approval process. It has been applied outside that context. Cornell sees it applying to this scenario.

Mayor Roth questioned if the parties have the legal right, by their own contractual agreement, to step outside of the governing law of Arrowhead and agree to a different outcome if each party consents. Cornell replied that this has happened in the structure of a consent judgment approved by the court.

Mayor Roth questioned whether Mr. Bauss was represented by legal counsel in the original suit against the City. Cornell replied Bauss was represented by attorney Jeffrey Meek.

On the equitability issue, the Mayor questioned if Cornell contends that the Petitioner was put in a disadvantageous position because of the 1985 property transfer that the City engaged in. Cornell replied that, yes, it disadvantaged all of the property owners as it forced the road to be built further to the north.

Mayor Roth questioned if Cornell contends that the City's 1985 action was unlawful. Cornell replied that he did not find anything unlawful. The action reduced the right-of-way and he questioned the City's basis in deciding it could reduce the applicable roadway width. This action disenfranchised all property owners.

Councilmember Darga spoke of her own experience with projects she is involved with in the City of Detroit. Detroit requires the project petitioner to bring the utilities to the lot. She questioned why it is legal for Detroit to make this requirement, but it is not legal for Northville to do the same. Cornell replied that the City entered into a settlement agreement with Bauss. The agreement was specific in that the City would be responsible for bringing the drainage right to the eastern boundary line of his property.

Councilmember Darga questioned if the road could be built without a retaining wall. Cornell replied that Uldis Vitins' affidavit stated the grade could be raised. Raising the grade would reduce the size and cost of the retaining wall, but it is likely the road could not be built without some type of retaining wall. The grade would need to be raised going from Caldwell to N. Rogers. Presently, Dubuar dips and then comes back up. The grade would need to gradually go down to N. Rogers so that it would not be a steep cut into

the embankment on the northern side of the property, and subsequently reducing the size of the wall and its cost.

Councilmembers Darga and Ekong questioned who would be responsible for paying for the fill required to raise the grade of the road. Cornell replied that his client agreed to pay for the roadway in front of his property as well as the drainage and the retaining wall in front of his property.

#### RESPONDENT'S PRESENTATION

The City was represented by Assistant City Attorney Jeffrey Schroder.

Sally Elmiger, City Planner, Carlisle/Wortman Associates, 117 N. 1<sup>st</sup> Street, Ann Arbor, Michigan, 48104

- The Planning Commission acts on lot split applications using the lot split ordinance standards for approval, which includes compliance with the zoning ordinance and the Land Division Act.
- The ordinance requires providing accessibility by either a public or private road, and providing utility easements.
- Before final approval, the applicant either constructs the road, utilities, etc. or provides the City was a cash deposit, surety bond, etc. cover the cost of the improvements.
- Carlisle/Wortman provided the Planning Commission with a review of the lot split application using the ordinance criteria and also provided a draft motion to the Planning Commission for its consideration. Carlisle/Wortman recommended approval, conditioned on: (1) Address the comments in the City Planner's July 13, 2016 review; (2) Applicant provide the financial guarantee for the improvements per the zoning ordinance, and (3) The road is to be constructed before building permits are issued.
- The Planning Commission reviewed the lot split application and discussed a number of topics with applicant's engineer, including the roadway and the retaining wall. Both improvements are shown on the site plans.
- The applicant's engineer did not mention that the site plan elements would be constructed by others. There were no notes or other indications on the site plans to indicate the improvements would be constructed by others.
- Per the Planning Commission meeting minutes, the applicant's engineer stated that a public road would be constructed and that the developer would have a geo-tech engineer design the retaining wall. The engineer also stated that the developer was agreeable to either posting a bond or putting the money in escrow for the road and utilities.
- The Planning Commission approved the lot split conditioned on: (1) Addressing concerns as outlined in Carlisle/Wortman's review; (2) A financial guarantee to be submitted for the road and other improvements; (3) The road to be constructed per the City's design standards before building permits are issued; (4) The lot splits are recorded with the county; and (5) The City and Township Fire Departments approve the plans.

Jeffrey Schroeder summarized his written arguments. The issue is about accessibility.

- The Planning Commission acts under the state's Land Division and the City's ordinances.
- The Land Division Act lists eight conditions, and all eight must be met, with the burden on the petitioner to show that they are entitled to a lot split. A key condition is that each resulting parcel is accessible.
- City ordinance states that no parcel shall be created unless accessibility is provided by public or private road, constructed on a permanent, unobstructed easement, and constructed in accordance with City engineering standards.
- In combining the plain language of the Land Division Act with the plain language of the City's ordinance, there is competent, substantial, and material evidence to support the Planning Commission's decision.

- If the City would not require accessibility, a person could receive lot split approval for a landlocked parcel and the City would be required to build the road to accommodate the lot split.
- Petitioner's counsel cited the Arrowhead case, which applies to subdivision plat approval. Arrowhead applied to requirements being imposed by the road commission outside of that. That is not the issue as the issue is accessibility.
- Arrowhead could extend to a building permit. However, a building permit is not an accessibility issue and a building permit does not require accessibility.
- The statute requires accessibility. The City's ordinance requires accessibility and that the road be built according to the City's engineering standards. The Planning Commission conditions uphold the City's ordinance. There is no basis to attack the ordinance as violating state law.
- The Bauss affidavit contradicts the settlement agreement he signed and does not carry weight. The settlement agreement states Bauss would pay for the cost of the design and construction of the retaining wall, which would provide for 19-foot roadway.
- Schroder has discussed the settlement agreement with Counsel and the City Manager. The conclusion is the settlement agreement supports what the Planning Commission did and it is extra support as the City is a beneficiary of the settlement agreement.
- Regarding the Petitioner's 1985 deed transfer argument, the condition created by the City does not legally oblige the City to remove the conditions.
- Prose did not have to purchase the lot. Prose understood what he was purchasing and should have structured his purchase on getting lot split approval or being able to walk away from the purchase agreement and find other land to purchase.

City Council Questions and Comment:

Mayor Roth questioned if the 1985 deed transfer was recorded. Cornell replied that the deed is a part of the Petitioner's chain of title.

Councilmember Ekong questioned if Prose was aware of the original settlement agreement and if he had any complaints or disagreement with the settlement agreement before the property changed hands. Schroder replied that Prose signed an assignment of assumption of that agreement. Schroder was not aware of any complaints by the applicant or communications between the applicant and the prior owner.

Councilmember Darga noted there were assertions that the gradients on Dubuar do not work, requiring a retaining wall in order to have a level or consistent gradient to drive on. There are assertions that some work forced the road north and caused more of a gradient or agitated the gradient. Darga questioned why there is an issue when there is a solution that would fill the area to raise the grade, requiring less retaining wall. This would keep the retaining wall within the property scope of the subdivision.

Schroder replied that he could not make the Petitioner's argument. Schroder explained that the ordinance requires that the resulting road that creates the accessibility must meet City engineering standards and part of the requirement of the retaining wall is to meet those standards.

Darga went on to question that she understood that there is a solution proposed by Uldis Vitins to raise the gradient of the road, which would shorten the retaining wall and keep it in front of the lots that were split. If there is a way to resolve this and keep the retaining wall off the property, could that solution be used. Schroder replied that if the City Council upholds the Planning Commission conditions and there is a way to get the accessibility and meet the City engineering standards, and there was a way for the parties to get together and do that, then this could happen.

Mayor Roth asked the Planning Consultant if such a proposal was made. Elmiger replied that this was the first she had heard of an alternate proposal. Elmiger did not want to resolve this without further review. If there was a better design, the applicant could have submitted that proposal as part of the site plan review.

Councilmember Price noted the evidence exhibits gave the impression of another solution, but did not provide information of how it would be done or who would be financially responsible.

Mayor Roth explained that the City Council's charge is to review the Planning Commission's decision and determine if it is supported by the facts. After City Council makes its decision, the parties have the ability to meet and discuss if there is another resolution that meets the requirements of the Land Division Act and lot split ordinance.

Councilmember Ekong questioned the accessibility to the lots and the 322 feet of retaining wall. What is the impact on the accessibility to the property if only 211 feet of the retaining wall is built.

Elmiger replied that on the site plans, there is space between the end of Dubuar and where this road needs to be constructed. It is that space that is in question. Having to build the 111-foot retaining wall may have to do with grades necessary to meet up with that portion of Dubuar. Elmiger was not certain that changing the grade would eliminate the need for the 111-foot wall. This solution would need review by the City's engineer.

### REBUTTALS

Cornell stated that it is the Petitioner's position that it is the City's responsibility and obligation to bring the utilities to the eastern most property line as was previously discussed in the settlement agreement. It is the area north of the portion of it that is not on Prose's property that his client objects to paying for. It is not an accessibility issue as the Petitioner is only opposed to paying for the portion of the retaining wall that is not on the Petitioner's property.

Schroder noted that attorney Jeffrey Clark was present and he worked on the settlement agreement. Clark could address the City's obligations under the settlement agreement. Schroder stated there is substantial competent material evidence to support the Planning Commission's decision in this case.

Attorney Jeffrey Clark, Cummings, McClorey, Davis & Acho, 33900 Schoolcraft Road, Livonia, Michigan 48150

- Clark was involved in 2006 litigation resulting in the settlement agreement.
- The settlement agreement spells out that the applicant is to build the entire retaining wall. The City has certain responsibilities to bring utilities up to the property line. Nothing in the settlement agreement states that the City has an obligation to build any portion of the retaining wall.
- The settlement agreement spells out the obligation cited for the plaintiff, and now the applicant, that the plaintiff agreed to build the entire retaining wall.
- The settlement agreement is clear that the requirement is of the Petitioner. It is not the requirement of the City.

Mayor Roth questioned if the settlement agreement was drafted by attorneys and if Bauss' attorney assisted in drafting the agreement. Clark replied it was drafted by both attorneys during a series of negotiations. Attorney Jeff Meeks was involved in drafting the settlement agreement. Meeks also witnessed the agreement and his signature is on the settlement agreement.

Darga noted that on page 3 of the Plaintiff agreement, the wording in #6 is that the Plaintiff will pay for cost of the design and construction and engineering of the retaining wall, providing room for a 19-foot wide road. This is consistent with Clark's statement.

Cornell referenced the October 31, 2001 SME Engineering report exhibit. The SME report addresses removal of the existing retaining wall and whether it would need to be replaced. The 2001 letter does not mention a 322-foot retaining wall because, at that time, the wall was to be 125 feet in length. This is where Bauss said he would pay for his spot, not the spot required by the City.

City Council did not have any further questions.

### DISCUSSION

Mayor Roth requested the following observations to be reflected in the record as he begins the discussion with Council.

- City Ordinance 78-167(b) states that no parcel shall be created unless accessibility is provided by either a public road or a private road constructed on a permanent, unobstructed easement. All private roads shall be constructed in accordance with the City engineering standards.
- In the original settlement agreement between the prior property owner Frank Bauss and the City of Northville, there is no dispute between the parties that that the settlement agreement was assigned to Thomas Prose as part of his purchase of the property.
- The settlement agreement states that the parties to that case have settled their claims against each other with certain agreements. There are four specific conditions which the City agreed to. There are seven specific conditions which the Plaintiff and now Petitioner in this matter agreed to.
- The conditions are very specific as to the duties and obligations of each party. Specifically, condition #6 for the Plaintiff states that “he will pay for the cost of the design and construction of an engineered retaining wall, providing room for a 19-foot wide roadway.”
- The settlement agreement came after the October 31, 2001 SME engineering report.
- Nowhere in the settlement agreement is there any mention of the defendant/City’s obligation to, in any way, contribute to the cost of that retaining wall.
- The document is found to be detailed and unambiguous in its description of the obligation of both parties under the agreement. It details specific language delineating obligations between east and west sections of the property lines of the party. The clause referring to the retaining wall has no such specific language. It is clear the parties were aware that there was a property line that had an east/west distinction to it. The plain language interpretation of that clause is that this is the Petitioner’s obligation.
- Bauss’ affidavit states that his understanding was different in that this section of the settlement agreement only applied to a retaining wall located completely west of his furthest east property line. Both Petitioner and Respondent stated that Bauss was represented by Counsel and both Counsels took part in drafting the settlement agreement.
- Nothing in the settlement agreement indicates that it did anything other than accurately represent the intent of the parties. The agreement is detailed in its descriptions of each party’s obligations.
- This is a competent document that City Council can rely on and that there is no evidence contained within the four corners of the document that it is defective.
- The document was made contemporaneously with the settlement agreement and, therefore, is more accurate than the Affiant’s recollections 10 years or so after the fact. All parties signed the agreement.
- There was discussion of the Arrowhead Development case and both Counsels have presented differing views. The issue in fact is the nature and contents of the settlement agreement.

Roth stated the following was his own view: Having reviewed all of the exhibits and written arguments, he was persuaded that there is competent and material evidence that the Planning Commission’s original order with conditions is correct. When reviewing all of the evidence presented this evening, he was persuaded that the order as originally entered by the Planning Commission should control this development. Roth concluded that this was based on his review of the arguments heard this evening and the written arguments and exhibits previously provided to Council.

The Mayor asked if other Councilmembers had any comments to offer.

Councilmember Darga questioned if City Council upheld the Planning Commission's decision, does the Petitioner have the right to come back to the Planning Commission with another solution to the road. Mayor Roth replied yes.

Being no further comments, the Mayor asked if there was a motion.

**Motion Allen, seconded by Ekong** to affirm the Northville Planning Commission's July 19, 2016 approval, with conditions, of the lot splits to Parcels 376 and 377 at Dubuar and Rogers Street.

**Roll Call Vote. Yes: Roth, Allen, Darga, Ekong, Price. No: None. Motion carried.**

The Mayor noted that the presented motion passed and the recommendation of the Planning Commission is affirmed. The Mayor thanked Counsel for their presentations and arguments, commenting that everything was well presented and thoughtfully argued.

### **B. Western Wayne County Special Operations Team Memo of Understanding**

The Western Wayne County Special Operations Team (WWCSOT), currently comprised of Northville, Plymouth, Plymouth Township, Canton Township, Van Buren Township, Wayne, Redford, Livonia, and Garden City, has been operating without a written agreement since its inception thirty years ago.

Over the past year, member agencies of the WWCSOT have been developing a Memorandum of Understanding (MOU). On August 17, 2017, member agencies of the WWCSOT, after review by their respective legal representatives, voted to enact the MOU. The MOU is written to help ensure that there is no confusion as to why the team exists, how participation occurs, how the team operates, and the responsibilities of the Board of Directors. The MOU will not change the WWCSOT operation and oversight framework; it will codify the way the team currently operates.

The MOU will be beneficial for all participating agencies as it will establish a formal framework for joint actions involving member agencies as it relates to participation of police officers and firefighters on the WWCSOT. In addition to the MOU, the WWCSOT members are guided by the WWCSOT Policy and Procedure manual.

City Council Comment and Discussion: Staff provided further explanation on the fees which fund ammunition, team uniforms, and other special gear. One entity will handle the fees collected from the multiple agencies.

**Motion Allen, seconded by Darga** to adopt the Western Wayne County Special Operations Team Memorandum of Understanding and authorize the Mayor and City Police Chief to sign the Agreement on behalf of the City of Northville. **Motion carried unanimously.**

### **C. Michigan Public Safety Communications System Subscriber Agreement**

The City's Police and Fire Departments have been using 800 MHz radios operating on the Michigan Public Safety Communications System (MPSCS) since 2009. During this time, the City has not had its own Subscriber Agreement with the State. Instead, the City accessed MPSCS services through its dispatch services provider, Northville Township.

In connection with the City's addition of new talk groups to facilitate the deployment of the new 800 MHz pagers, both the State and Northville Township recommended that the City establish its own account with the MPSCS. A copy of the standard MPSCS Subscriber Agreement was provided for City Council's review.

There is no financial impact to establishing a separate MPSCS account for the City. Any payments due to the MPSCS would be paid directly, rather than funneled through Northville Township. In addition, the City having its own account should make it easier for the City to implement template changes to its radios and the City will own its templates. Northville Township will remain responsible for providing dispatch services.

**Motion Price, seconded by Darga** to approve the “Michigan’s Public Safety Communications System (MPSCS) Member Subscriber Agreement,” and authorize the Fire Chief to sign the Agreement on behalf of the City. **Motion carried unanimously.**

## **MAYOR AND COUNCIL COMMUNICATIONS**

### **A. Mayor and Council Communications**

Roth thanked the Chamber of Commerce and everyone involved with the Heritage Festival and parade. It was a well-attended event. Roth also spoke of the 150 Anniversary Celebration. He voiced appreciation to Michelle Fecht for her efforts in organizing this event. Without her, the event would not have happened.

### **B. Staff Communications** None

Being no further business, the meeting was adjourned.

**Adjournment: 8:15 p.m.**

Respectfully submitted,

---

Dianne Massa, CMC  
City Clerk

---

Ken Roth  
Mayor

Approved as submitted: 10/02/17