

Be it Remembered that the Common Council of the City of Plymouth, Indiana, met in regular session on November 23, 2015. The meeting was held in the Council Chambers of the City Building, 124 N. Michigan Street, Plymouth, Indiana. The meeting was called to order at 6:46 p.m.

Mayor Senter led the Pledge of Allegiance and Councilman Delp offered prayer.

Mayor Senter presided for Council Members Culp, Delp, Ecker, Smith and Grobe. City Attorney Surrisi and Clerk-Treasurer Xaver were also present.

Councilmen Culp and Ecker moved and seconded to approve the minutes of the last regular meeting of November 9, 2015 as presented. The motion carried.

City Attorney Surrisi presented Ordinance No. 2015-2093, An Ordinance of the City of Plymouth to Amend Ordinance No. 2015-2089, the 2016 Salary Ordinance, Addressing the Fire Department Work Schedule, on second reading.

Council Members Smith and Delp moved and seconded to approve Ordinance No. 2015-2093, An Ordinance of the City of Plymouth to Amend Ordinance No. 2015-2089, the 2016 Salary Ordinance, Addressing the Fire Department Work Schedule, on second reading.

Delp asked for further explanation behind the ordinance and Fire Chief Miller was present to elaborate. He explained that the number of hours worked in a 28-day period will not change, just the full time employee's scheduled days to work. He was approached by several employees to consider the change and has met with representatives from the Clerk-Treasurer's office and conducted a staff meeting to discuss pros and cons with his employees.

Firefighter/Paramedic Marsha Wainscott was present to discuss her concerns with the schedule change. Mayor Senter stated that he will be in contact with other cities and mayors who have made this transition to obtain more information on the safety and effectiveness of this type of schedule change. Ordinance No. 2015-2093 passed on second reading by roll call vote.

AYES: Culp, Ecker, Smith  
NAYS: Delp, Grobe

City Attorney Surrisi presented the Agreement for Planning Services with Ralph Booker and the Intergovernmental Agreement Between Marshall County and the City of Plymouth for Planning Services for 2016. The intergovernmental agreement allows Marshall County's employee, Ralph Booker, to consult and conduct business on behalf of the City of Plymouth while the planning services with Ralph Booker is a separate agreement that pays him directly for the work he does for the City of Plymouth. Each agreement is the same as 2015's agreement, with a 2% raise as was allotted to City employees for the 2016 calendar year. The Agreement for Planning Services with Ralph Booker would total \$7,371.00 and the Intergovernmental Agreement Between Marshall County and the City of Plymouth for Planning Services totals \$7,501.00.

**AGREEMENT FOR PLANNING SERVICES**

This Agreement made and entered into by and between CITY OF PLYMOUTH, a municipal corporation of the State of Indiana acting by and through its duly elected public officials hereinafter referred to as "City" and RALPH BOOKER, of Marshall County, Indiana, hereinafter referred to as "Planner"

WITNESSETH:

WHEREAS, the City is desirous of hiring a Plan Consultant, referred to herein as "Planner," for purposes of providing planning consultation services on various planning matters which come before said

City; and

WHEREAS, the parties desire to set forth the specific duties and responsibilities of said Planner.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions hereof, the parties hereto mutually agree as follows:

1. **SERVICES TO BE PERFORMED**  
Planner agrees to furnish and perform the following planning services for City, with both parties acknowledging that said services shall generally occur in the evening hours and in any event after 4:00 p.m. local time:
  - A. Attend all meetings of the Plan Commission, Board of Zoning Appeals ("BZA") and Common Council when matters are pending before such bodies of a planning or zoning nature. Provide such bodies advice and consultation at such meetings regarding all matters then before the bodies. Make oral presentations at such meetings regarding the Planners opinions and recommendations regarding all matters then before the bodies. Perform such other miscellaneous tasks as required by the Mayor, the City Attorney or the members of the BZA, Plan Commission or Common Council at such meetings.
2. **COMPENSATION FOR PLANNING SERVICES**  
The City agrees to pay Planner on a monthly basis from the General Fund Building Commission Department. It is agreed that the amount for the 2016 calendar year shall be Seven Thousand Three Hundred Seventy-One Dollars and Zero Cents (\$7,371.00).
3. **BINDING AGREEMENT.**  
It is understood and agreed that this Agreement shall be binding upon the parties hereto pursuant to its terms and conditions and both parties are duly authorized to enter into, effectuate and carry out the Agreement pursuant to its terms. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party being first had and obtained.
4. **TERM.**  
It is understood and agreed that the effective date of this Agreement shall be January 1, 2016, and that this Agreement shall be in full force and effect for the entire calendar year of 2016.
5. **TERMINATION.**  
Notwithstanding, paragraph number 4 above, either party to this Agreement may terminate this Agreement, with or without cause, by giving the other party thirty (30) days prior notice that the party wishes to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23rd day of November, 2015.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARSHALL COUNTY AND THE CITY OF PLYMOUTH FOR  
PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 23rd day of November, 2015, by and among the following local governments/political subdivisions, Marshall County, Indiana, hereinafter referred to as "County," acting by and through its Board of Commissioners, and the City of Plymouth, Indiana, hereinafter referred to as "City," acting by and through its Mayor.

WITNESSETH:

WHEREAS, the County has established a County Plan Commission and a County Board of Zoning Appeals each of which is comprised of members appointed pursuant to the requirements of the Indiana Code; and

WHEREAS, the County has established a Planning Office led by the County Plan Director, a full-time employee who handles the day-to-day planning work of the County and who advises and assists the County Plan Commission and the County Board of Zoning Appeals in addressing all matters that come before those bodies; and

WHEREAS, the City has similarly established its own City Plan Commission and City Board of Zoning Appeals and wishes to contract with the County for the provision of day-to-day planning services, advice, and assistance through the County Plan Director; and

WHEREAS, the County and City agree that by contracting for such services there are mutual benefits and efficiencies to be gained by both parties and by the citizens of their respective jurisdictions; and

WHEREAS, the County and City intend this Agreement as an interlocal cooperative agreement for services, pursuant to Indiana Code § 36-1-7-2(b) and Indiana Code § 36-1-7-12, which does not require

administration of the Agreement by a separate legal entity or joint board, nor does it require the approval of the Indiana Attorney General.

NOW, THEREFORE, the County and the City mutually agree to the following terms and conditions:

1. The County agrees to provide the City with the following planning services, all of which are to be performed by the County Plan Director during regular County business hours:

- A. Review all pending matters before the Plymouth Board of Zoning Appeals ("BZA") and Plymouth Plan Commission ("Plan Commission");
- B. Provide consultations as required with members of the BZA, members of the Plan Commission, City Attorney, the Mayor and other representatives of the City with regard to matters presently pending or which have been pending before the BZA or Plan Commission;
- C. Prepare written staff reports with maps, in a format suitable for printing by City personnel, for the BZA, Plan Commission and the City's Common Council with regard to all planning and zoning matters pending before said bodies. Generate address labels for neighbors within 300' of the petitioned property and provide such labels, in a format suitable for printing, to the Recording Secretary of the Plan Commission;
- D. Offer advice and work on subdivision and zoning ordinances for the City, including the Comprehensive Plan, and assist with matters involving annexation;
- E. Aid and assist the City and its officials with regard to planning and/or zoning matters;
- F. Provide assistance to the City Engineering Department in keeping the City zoning map up-to-date;
- G. Give all recommendations from the Plan Commission and BZA to the Common Council in written form;
- H. Assist the Plan Commission Recording Secretary with all legal advertisements for the Plan Commission and BZA;
- I. Perform such other miscellaneous tasks as required by the Mayor, the City Attorney or the members of the BZA, Plan Commission or Common Council.

2. To the extent applicable the services set forth in paragraph 1 above are to be performed on County computers or systems. However, to the extent printing or other data output is required, such materials are intended to either be provided to City personnel for printing or output on City equipment or facilities, or necessary and appropriate office supplies or materials are to be provided by the City to the County for printing or output on County equipment or facilities.

3. The County and the City agree that the services set forth in paragraph 1 above are to be performed solely by the County Plan Director. The parties do not contemplate the use of other County personnel in the performance of such services.

4. The City agrees to pay the County on a quarterly basis from the City's General Fund Building Commission Department. It is agreed that the amount for the 2016 calendar year shall be Seven Thousand Five Hundred One Dollars and Zero Cents (\$7,501.00).

5. It is understood and agreed that this Agreement shall be binding upon the parties hereto pursuant to its terms and conditions and both parties are duly authorized to enter into, effectuate and carry out the Agreement pursuant to its terms. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party being first had and obtained.

6. It is understood and agreed that the effective date of this Agreement shall be January 1, 2016, and that this Agreement shall be in full force and effect for the entire calendar year of 2016.

7. Notwithstanding, paragraph number 5 above, either party to this Agreement may terminate this Agreement, with or without cause, by giving the other party ninety (90) days written notice that the party wishes to terminate this Agreement.

IN WITNESS WHEREOF, the parties now execute this Intergovernmental Agreement between Marshall County and the City of Plymouth for Planning Services.

Council Members Delp and Culp moved and seconded to approve both the Agreement for Planning Services and the Intergovernmental Agreement Between Marshall County and the City of Plymouth for Planning Services. The motion carried.

City Attorney Surrisi presented the Agreement for Transportation Services for 2016. This is the same agreement that the City of Plymouth has had with the Marshall County Council on Aging for the last several years. The agreement states that the City will pay \$8,000 to the Marshall County Council on Aging, Inc. for their public transportation services.

**AGREEMENT FOR TRANSPORTATION SERVICES**

This agreement made and entered into by and between the CITY OF PLYMOUTH, a municipal corporation of the State of Indiana acting by and through its duly elected Common Council, hereinafter referred to as "the City," and the MARSHALL COUNTY COUNCIL ON AGING, INC., an Indiana not-for-profit corporation with Federal Identification Number 35-1522711, hereinafter referred to as "Older Adults."

W I T N E S S E T H:

WHEREAS, Older Adults manages a program entitled "Marshall County Public Transportation Program" which in part provides partially subsidized public transportation to citizens of Marshall County, including of course citizens of Plymouth; and,

WHEREAS, for several years the City has contributed to the funding of this public transportation program with a payment from its City Development funds to the Michiana Area Council of Governments (MACOG), which in turn made payment to Older Adults; and,

WHEREAS, the City desires to continue with its contributive subsidy in support of public transportation for the citizens of Plymouth and Older Adults desire to maintain the program into 2016; and,

WHEREAS, it would be far more fiscally efficient and therefore prudent for the City to make direct payment to Older Adults, instead of MACOG.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions listed below, the parties mutually agree as follows:

1. **SERVICES TO BE PERFORMED**  
Older Adults agrees to maintain the Marshall County Public Transportation Program in its present form which consists of providing public transportation to citizens of Plymouth for a nominal and subsidized fee.
2. **VOLUNTARY AUDIT AT REASONABLE TIMES WITH REASONABLE ADVANCE NOTICE**  
Older Adults agrees to allow the City, or the City's designee, to audit all records of Older Adults related to the Marshall County Public Transportation Program at all reasonable times and with reasonable advance notice, to ensure that Plymouth citizens are being adequately served by the program relative to the monetary subsidy provided by City.
3. **NON-AGENCY RELATIONSHIP**  
The parties specifically agree that one is not the agent of the other. In other words, Older Adults acknowledges that, in managing and providing services to the citizens of Plymouth, it is neither an agent of the City, nor in any way takes direction from the City in its management of the program, or Older Adults supervision of and relationship with the drivers providing services to citizen riders.
4. **HOLD HARMLESS**  
Older Adults agrees to hold the City harmless from any cause of action arising out of Older Adults' management of the Marshall County Public Transportation Program or its supervision of the employees providing services to citizen riders.
5. **SUBSIDY PAYMENT FOR SERVICES**  
In exchange for the performance of the obligations of this Agreement by Older Adults, City shall pay to Older Adults the annual sum of \$8,000.00, payable in at least semi-annual increments throughout the calendar year 2016. Older Adults shall prepare and submit to the Office of the Clerk-Treasurer a duly executed claim in proper form, with any other documentation requested by the Clerk-Treasurer.
6. **BINDING AGREEMENT**  
This Agreement shall be binding upon the parties pursuant to its terms and conditions and both parties acknowledge each is duly authorized to enter into, effectuate and carry out this Agreement pursuant to said terms. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the party being first had and obtained.
7. **TERM OF AGREEMENT**  
It is agreed the effective date of this Agreement shall be January 1, 2016, and that this Agreement shall be in full force and effect for the entire calendar year of 2016.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23rd day of November, 2015.

Council Members Ecker and Smith moved and seconded to approve the agreement. The motion carried.

Fire Chief Miller presented the following monetary donations:

- \$100.00 from Bottorff Chiropractic Clinic

Council Members Grobe and Ecker moved and seconded to approve the donation to the City Monetary Gift Fund. The motion carried.

City Attorney Surrisi presented Ordinance No. 2015-2094, An Ordinance Fixing Salaries for the Year 2016 for the Elected Officials of the City of Plymouth, Indiana, on first reading.

Jerry Chavez, Executive Director of the Marshall County Economic Development Corporation, was present to discuss the application for tax abatement for WestRock CP, LLC. He reviewed the following information with the councilmen:

November 13, 2015

Mayor Mark Senter  
City of Plymouth  
124 N. Michigan St.  
Plymouth, IN 46563

Re: WestRock Tax Abatement Application

Mayor Senter:

The Marshall County Economic Development Corporation (MCEDC) is pleased to support an application by WestRock Company for personal property tax abatement. Please find the application form attached with this letter.

Background:

WestRock Company was formed by the merger of RockTenn and MeadWestvaco in 2015. In 2011, RockTenn purchased the facilities at 1000 and 1100 PIDCO Dr. from Glenmark Industries Inc., an asset acquisition, and has operated the facilities since then.

Known for its innovative developments in papermaking and packaging designs worldwide, WestRock clients include Kentucky Fried Chicken, Pizza Hut and many more. WestRock conducts business in three continents, and is proud to include Plymouth as one of its 275 business locations.

Scope of Expansion:

The planned expansion represents new opportunities for WestRock. Capital expenditure in machinery costs for the setup is expected to be approximately \$5.2 MM. Capital investment will increase efficiency and profits which, in MCEDC's opinion, are vital to the retention of the 104 employees working in Plymouth.

Conclusion:

MCEDC respectfully requests that the City of Plymouth approve the WestRock application for tax abatement for a period of seven years at a 14.29% increase in taxes per year after the 1<sup>st</sup> year of abatement.

On behalf of the MCEDC Board of Directors, we thank you for consideration and action taken on this tax abatement request. We also appreciate support given to economic development and the growth of community businesses.

If you have any questions or concerns prior to the Council meeting, please do not hesitate to contact our office at (574)935-8499.

Respectfully,

S/ Jerry Chavez  
President and CEO

WestRock representative Jim Janus was present to discuss the Plymouth operation of the WestRock Corporation and the vision for their expansion.

City Attorney Surrisi presented Resolution No. 2015-676, Resolution of the City of Plymouth Declaring Certain Real Estate to be Within an "Economic Revitalization Area" Pursuant to I.C. 6-1.1-12.1 et. seq. (WestRock CP, LLC).

Council Members Smith and Culp moved and seconded to approve Resolution No. 2015-676, Resolution of the City of Plymouth Declaring Certain Real Estate to be Within an "Economic Revitalization Area" Pursuant to I.C. 6-1.1-12.1 et. seq. (WestRock CP, LLC). It passed by roll call vote.

AYES: Delp, Culp, Ecker, Smith, Grobe  
NAYS: None

Council Members Ecker and Culp moved and seconded to accept the following communications: Minutes of the Board of Public Works and Safety meeting of November 9, 2015; Minutes of the Urban Forestry and Flower Committee meeting of October 21, 2015; Minutes of the Technical Review Committee meeting of November 17, 2015. The motion carried.

Council Member Delp stated that he has received several requests to put lights on the sign at the southwest entrance to the City. He ask that the Council consider adding this at some point in the future when funding is available.

There being no further business to discuss, Members Delp and Grobe moved and seconded to adjourn the meeting. The motion carried; the meeting was declared adjourned at 7:18 p.m.

S/Jeanine M. Xaver  
Clerk-Treasurer

APPROVED

S/Mark Senter, Mayor