

REGULAR SESSION, COMMON COUNCIL, NOVEMBER 11, 2019

Be it Remembered that the Common Council of the City of Plymouth, Indiana, met in regular session on November 11, 2019. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana and was called to order at 6:30 p.m.

Mayor Pro Tempore Don Ecker led the Pledge of Allegiance and offered prayer.

Ecker presided for Councilmembers Culp, Houin, Longanecker and Milner. Clerk-Treasurer Xaver was also present. Mayor Mark Senter, Council Members Gary Cook and Bill Walters and City Attorney Surrisi were absent.

Council Members Culp and Longanecker moved and seconded to approve the minutes of the last regular Common Council meeting on October 28, 2019 as presented. The motion carried.

Clerk-Treasurer Xaver asked the council their wishes on the acceptance of donation and agreement to the terms, conditions, and purposes attached to the donation into the City Monetary Gift Fund from Marshall County Community Foundation of \$700.00 to be used for the Fire Department Quarter 3 REMC Grant Funds for CPR Equipment.

Xaver noted that there was a donation from the University of Notre Dame, but its use was not specified, so those funds would need to be receipted into the General operating fund. Houin asked if this money will still go towards the fire department. Xaver said yes, it will be cash that will go towards funding their budget. There was additional discussion noting that in the past this money was receipted into the gift fund and used at the fire department's discretion as a donation for the services rendered during the Notre Dame camp. Xaver said that this year she came across a ruling from the state that unrestricted donations are to be receipted into a department's operating fund and cannot be utilized as a monetary gift. Ecker asked if the governing body can designate the funds. Xaver said no, the donor makes that designation.

Council Members Houin and Milner moved and seconded to accept the \$700.00 donation, including terms and conditions, as specified. The motion carried.

The \$2,200.00 from the University of Notre Dame will be receipted into the General Fund.

Clerk-Treasurer Xaver presented the following Planning Services agreement with Ralph Booker for 2020:

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:

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.

B. Review all pending matters before the Plymouth Board of Zoning Appeals ("BZA") and Plymouth Plan Commission ("Plan Commission");

C. 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;

D. 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;

E. Offer advice and work on subdivision and zoning ordinances for the City, including the Comprehensive Plan, and assist with matters involving annexation;

F. Aid and assist the City and its officials with regard to planning and/or zoning matters;

G. Provide assistance to the City Engineering Department in keeping the City zoning map up-to-date;

H. Give all recommendations from the Plan Commission and BZA to the Common Council in written form;

I. Assist the Plan Commission Recording Secretary with all legal advertisements for the Plan Commission and BZA;

J. 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. 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 total amount for the 2019 calendar year shall be Sixteen Thousand Six Hundred Thirty-eight Dollars and no Cents (\$16,638.00), paid in monthly payments of One Thousand Three Hundred Eighty-six Dollars and Fifty Cents (\$1,386.50).

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, 2020, and that this Agreement shall be in full force and effect for the entire calendar year of 2020.

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 11th day of November, 2019.

Houin asked if there were any changes to the agreement. Xaver said yes, it does include a compensation increase, which is in line with the raises given to city employees.

Council Members Culp and Houin moved and seconded to approve the agreement as presented. The motion carried.

Xaver also presented the agreement with Older Adult Services for 2020:

**AGREEMENT REGARDING SUPPORT FOR
MARSHALL COUNTY COUNCIL ON AGING'S
FACILITIES AND TRANSPORTATION PROGRAMMING**

This agreement is 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."

Statement of Purpose and Intent

Older Adults operates the Life Enrichment Center located at 1305 W. Harrison Street in Plymouth. The facility houses Older Adults' offices and as well hosts a multitude of senior focused and other community activities. Additionally, Older Adults manages a program entitled the "Marshall County Public Transportation Program" which in part provides partially subsidized public transportation to citizens of Marshall County, including citizens of Plymouth. For several years, the City has contributed to the funding of Older Adults' facility and to the funding of the public transportation program. The City desires to continue with its financial support of Older Adults into 2020.

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

1. SERVICES TO BE PERFORMED

Older Adults agrees to maintain its facility at the Life Enrichment Center and 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 its facility at the Life Enrichment Center and its 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 its facility at the Life Enrichment Center or the Marshall County Public Transportation 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 facility at the Life Enrichment Center and 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 \$5,000.00 in support of the facility at the Life Enrichment Center and \$10,000.00 in support of the Marshall County Public Transportation Program. Such amounts shall be payable in one lump sum of \$15,000.00 during the 2020 calendar year. Older Adults shall prepare and submit to the Office of the Clerk-Treasurer a letter of request for funding 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, 2020, and that this Agreement shall be in full force and effect for the entire calendar year of 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of November, 2019.

Xaver said this does include the changes that were implemented earlier in 2019 regarding the payments for service.

Council Members Houin and Culp moved and seconded to approve the agreement with Older Adult Services as presented. The motion carried.

Xaver presented Ordinance No. 2019-2157, An Ordinance to Amend Ordinance No. 2019-2153, Commonly Known as the 2020 Salary Ordinance, With Regard to a Part-time Position in the Aviation Department, on first reading.

Airport Manager Sheley said that he worked with City Attorney Surrisi and Human Resources Coordinator, Jen Klingerman, to take the park department's part-time position and tailor it to fit the airport's needs. Councilman Houin asked if there might be insurance liability issues with hiring a 16-year old for a position such as this. Sheley said he has worked with the city attorney on this and the employee would be required to have a valid driver's license. Xaver said the Fair Labor Standards state that an employee must be 16 years old in order to mow. Houin thought maybe the age requirement should be increased to 18-years of age. Sheley said the idea was to open the position to a student in the aviation school, which would be students that are at least juniors in high school. Park Superintendent Mike Hite and Cemetery Superintendent Mike Collins both said they do not let anyone drive a company vehicle unless they are at least 18 years old.

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It was decided that the city needs to do some additional checking to make sure that for insurance and liability purposes, a 16-year old can be hired and able to drive a city vehicle.

Xaver presented Ordinance No. 2019-2158, An Ordinance Fixing Salaries for the Year 2020 for the Elected Officials of the City of Plymouth, on first reading.

Xaver presented Resolution No. 2019-878, Resolution of the City of Plymouth Providing for the Transfer of Appropriations in Various Funds of the City of Plymouth, Indiana, as Requested by the Clerk-Treasurer and Forwarded to the Common Council for Their Action and Passage Pursuant to IC 6-1.1-18-6.

Council Members Houin and Longanecker moved and seconded to adopt Resolution No. 2019-878, Resolution of the City of Plymouth Providing for the Transfer of Appropriations in Various Funds of the City of Plymouth, Indiana, as Requested by the Clerk-Treasurer and Forwarded to the Common Council for Their Action and Passage Pursuant to IC 6-1.1-18-6. It passed by roll call vote:

AYES: Culp, Ecker, Houin, Longanecker, Milner
NAYS: None
ABSENT: Cook and Walters

Ecker offered the privilege of the floor.

Councilman Houin wanted to address the city's Cumulative Capital Development Fund. The council's packet included minutes from June 14, 1993 where it was determined that those tax dollars would be split equally between three areas: General, Fire and Aviation. Houin said he and the city attorney have looked through the state statute and cannot find anything that dictates how those funds are to be distributed. He feels the council should take a closer look at this fund next year when budgeting to see if there is a more appropriate way to handle those funds.

Members Longanecker and Milner moved and seconded to accept the following communications:

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- Minutes of the Board of Public Works and Safety meeting of October 28, 2019
- Council Minutes 06-14-1993 RE Cumulative Capital Development Distribution
- Minutes of the Board of Zoning Appeals meeting of October 1, 2019
- Minutes of the Board of Aviation Commissioners meeting of October 8, 2019
- Minutes of the Plan Commission meeting of October 1, 2019
- Minutes of the Urban Forest and Flower Committee meeting of October 16, 2019
- Minutes of the Technical Review Committee meeting of October 28, 2019

The motion carried.

There being no further business to come before the Council, Ecker declared the meeting adjourned at 6:46 p.m.

Jeanine M. Xaver, IAMC, CMC
Clerk-Treasurer

APPROVED

Don Ecker, Mayor Pro Tempore