

Be it Remembered that the Common Council of the City of Plymouth, Indiana, met in regular session on December 8, 2014. 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 6:54 p.m.

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

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

Councilmen Delp and Culp moved and seconded to approve the minutes of the last regular meeting of November 24, 2014, and to dispense with reading them since they have been reviewed and found to be correct. The motion carried.

City Attorney Surrisi presented the 2015 Intergovernmental Agreement between Marshall County and the City of Plymouth for Planning Services as well as the 2015 Agreement for Planning Services between the City of Plymouth and Ralph Booker. He stated that there would be a 2% increase in payment and that the county commission would be considering this at the next meeting.

#### **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 2015 calendar year shall be Seven Thousand Two Hundred Twenty-Seven Dollars and Zero Cents (\$7,227.00).
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, 2015, and that this Agreement shall be in full force and effect for the entire calendar year of 2015.

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 \_\_\_\_\_ day of December, 2014.

CITY:

\_\_\_\_\_  
Mark Senter, Mayor

ATTEST:

\_\_\_\_\_  
Jeanine M. Xaver, Clerk-Treasurer

PLANNER:

\_\_\_\_\_  
Ralph Booker, Plan Consultant

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of December, 2014, 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 2015 calendar year shall be Seven Thousand Three Hundred Fifty-Four Dollars and Zero Cents (\$7,354.00).

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, 2015, and that this Agreement shall be in full force and effect for the entire calendar year of 2015.

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.

COUNTY by its Board of Commissioners:

CITY by its Mayor:

\_\_\_\_\_  
Kevin Overmyer, President

\_\_\_\_\_  
Mark Senter, Mayor

\_\_\_\_\_  
Jack W. Roose, Vice President

\_\_\_\_\_  
Deb Griewank, Member

REGULAR SESSION, COMMON COUNCIL, DECEMBER 8, 2014

Councilmen Delp and Culp moved and seconded to approve the 2015 Intergovernmental Agreement between Marshall County and the City of Plymouth for Planning Services and the 2015 Agreement for Planning Services between the City of Plymouth and Ralph Booker. The motion carried.

Councilmen Ecker and Culp moved and seconded to accept the following communications: Minutes of the Board of Public Works and Safety meeting of November 24, 2014; Minutes of the Marshall County Council on Aging meeting of November 18, 2014; and the Clerk-Treasurer's Financial Reports for November 30, 2014. The motion carried.

Clerk-Treasurer Xaver asked permission to transfer \$8,483.19 from the City Development Fund to the Community Improvement Fund to cover the Interest Subsidy payments to George Schricker approved by Resolution No. 2014-638 at the last Council meeting.

Councilmen Ecker and Grobe moved and seconded to approve the transfer as requested. The motion carried.

There being no further business to discuss, Councilmen Culp and Grobe moved and seconded to adjourn the meeting. The motion carried; the meeting was declared adjourned at 7:00 p.m.

S/Jeanine M. Xaver  
Clerk-Treasurer

APPROVED

S/Mark Senter  
Mayor