



CITY OF PLYMOUTH
CITY COMMISSION MEETING MINUTES
MONDAY, JULY 2, 2018 - 7:00 P.M.
WILCOX PARK (BYRON & DEWEY)

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

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Phone 734-453-1234
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1. CALL TO ORDER

Mayor Wolcott called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

PRESENT: Mayor Oliver Wolcott, Commissioners Ed Krol, Nick Moroz, Daniel Dalton

ABSENT: Mayor Pro Tem Colleen Pobur and Commissioner Suzi Deal excused.

Also present were City Manager Paul Sincock, City Attorney Bob Marzano, Police Chief Al Cox and various City Department Heads.

2. CITIZENS COMMENTS

Tom Doran of 1191 Sheridan spoke about DTE's performance of not satisfactory. Two more outages since the DTE public forum.

3. APPROVAL OF THE AGENDA

A motion was made by Commissioner Dalton and seconded by Commissioner Krol for approval of the Agenda for Monday July 2, 2018.

MOTION PASSED 4 – 0

4. ENACTMENT OF THE CONSENT AGENDA

- a) Approval of June 18, 2018 Commission Regular Meeting Minutes
- b) Special Event: Summer Sidewalk Sales July 27-28, 2018
- c) Special Event: Encounter Festival June 1, 2019

A motion was made by Commissioner Dalton and seconded by Commissioner Moroz for approval of the Consent Agenda for Monday, July 2, 2018.

MOTION PASSED 4 – 0

5. COMMISSION COMMENTS

Commissioner Moroz commented on the "Keep Plymouth Leafy" Program and Thank You to Adam Gerlach an DMS for a job well done.

Commissioner Krol commented on the \$1 bill in this year's tax bills and what a good visual. It showed a great breakdown on how taxes are distributed and very few dollars are actually kept in the City.

Mayor Wolcott commented that the City has pushed DTE with constructive pressure to improve service. He urges anyone to please notify the City of any ongoing issues and they will try to address and resolve with DTE. City Manager Sincock commented that now the entire sub-station has been replaced and DTE will now be replacing poles and transformers.

6. OLD BUSINESS - None

7. NEW BUSINESS

a) Authorization for Lexipol, LLC Subscription Renewal

RES. #2018-60

- WHEREAS The City of Plymouth operates a Police Department to help protect the public health, safety and welfare; and
- WHEREAS There is a need to insure that the Department's policies are current and in line with current law and best practices; and
- WHEREAS The City Administration has requested the use of the Lexipol Subscription Service to assist with the review of Department policies and procedures and this expense has been budgeted by the City Commission.

NOW THEREFORE BE IT RESOLVED That the City Commission of the City of Plymouth does hereby authorize the purchase of the Lexipol Subscription Service in the amount of \$7667.00 for the City of Plymouth Police Department. Lexipol Subscription Service is a sole vendor and is recommended by the City Administration.

A motion was made by Commissioner Dalton and seconded by Commissioner Moroz for approval of the above resolution.

Chief Cox commented this was a lower cost than first presented.

MOTION PASSED 4 – 0

b) Emergency Purchase Authorization - DMS Office A/C Unit Replacement

RES. #2018-61

- WHEREAS The City of Plymouth operates a number of facilities to help provide for the Public Welfare; and
- WHEREAS The Municipal Services Department is one such facility and from time to time will need certain maintenance to keep the facility running; and
- WHEREAS The City Administration notified the City Commission that there was a need for an Emergency Purchase of a condenser replacement to maintain the air conditioning in the facility and specifically in the office area of the building; and
- WHEREAS The City Administration has reviewed the recommended repairs.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize B & C Ten Air to complete repairs to the pumping systems in an amount not to exceed \$5020.00.

A motion was made by Commissioner Dalton and seconded by Commissioner Moroz for approval of the above resolution.

MOTION PASSED 4 – 0

Mayor Wolcott commented how nice it is to have such a good working relationship with B & C Ten Air.

c) Ethics Ordinance Update - Final Reading

RES. #2018-62

An Ordinance Amendment to Amend Chapter 2, Division 1 - ETHICS, Section 2.3 -Definitions, sub-section (I)

WHEREAS The City Commission of the City of Plymouth has determined there is a need for an Ethics Ordinance that affects all appointed and elected officials as well as all City Employees; and
WHEREAS The City Commission previously adopted what is commonly known as the Ethics Ordinance, Division 1 of the Plymouth City Code; and
WHEREAS The City Commission desires to amend the Ordinance as follows:

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve at its Second and Final Reading an Ordinance to Amend the Plymouth City Code, Chapter 2, Administration, Division 1 - Ethics, Section 2.2 - Definitions, Sub-Section (I):

DELETE: (I) An officer or employee shall not discriminate based upon religion, race, color, national origin, age, sex, height, weight, marital status, or handicap.

REPLACE WITH NEW SUB-SECTION: (I) *An officer or employee shall not discriminate based upon religion, race, color, national origin, age, sex (including pregnancy and conditions related to pregnancy), height, weight, marital status, disability, genetic information, sexual orientation, transgender status, veteran status or political affiliation.*

A motion was made by Commissioner Moroz and seconded by Commissioner Krol for approval of the above resolution.

City Manager Sincok recognized Commissioner Moroz for bringing this item to the City Commission. This sends a good signal to our residents as well as anyone doing business with the City. Mayor Wolcott agreed with City Manager Sincok's comments.

Commission Dalton questioned 2.3 as to whether he was in violation due to the fact that he/his law firm represents religious groups across the country. It was determined, after much discussion, that he was not but can be discussed further with Attorney Marzano.

MOTION PASSED 4 – 0

d) Township Fire Retirement Legacy Costs

RES. #2018-63

WHEREAS The City of Plymouth and the Charter Township of Plymouth entered an Intergovernmental Agreement related to Fire Services and that Agreement was amended during the term of the agreement, and

WHEREAS The City and Township ended the Fire Services Agreements and there are still some issues related long term retirement costs as the Township switched from a defined contribution (401k style) to a defined Benefit (DB) plan during the term of the agreement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize an Agreement regarding Amended Intergovernmental Fire Services Agreement between the Charter Township of Plymouth and the City of Plymouth regarding Fire Fighter Pension Costs. Further, the Mayor is authorized to sign the Agreement on behalf of the City of Plymouth.

BE IT FURTHER RESOLVED That the City Clerk shall include a complete copy of the Agreement as a part of the Meeting Minutes of this meeting.

A motion was made by Commissioner Dalton and seconded by Commissioner Moroz for approval of the above resolution.

MOTION PASSED 4 – 0

Attorney Marzano commented Thank You for typing this up. This is the best we can do and we need to move forward. Mayor Wolcott said this was a credit to everyone. Commissioner Krol commented once this is done, it's a done deal. Commission Moroz gave thanks to the City Commission, City Manager Sincok and the Finance Department for their hard work.

AGREEMENT REGARDING AMENDED INTERGOVERNMENTAL FIRE SERVICES AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH AND THE CITY OF PLYMOUTH REGARDING FIRE FIGHTER PENSION COSTS

THIS AGREEMENT REGARDING AMENDED INTERGOVERNMENTAL FIRE SERVICES AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH AND THE CITY OF PLYMOUTH REGARDING FIRE FIGHTER PENSION COSTS("Agreement") is made on _____, 2018, ("Effective Date"), by and between THE CHARTER TOWNSHIP OF PLYMOUTH ("Township"), a municipal corporation located in Wayne County, Michigan, and THE CITY OF PLYMOUTH ("City"), a municipal corporation located in Wayne County, Michigan (Township and City are collectively "Parties").

WHEREAS, on November 22, 1994, Township and City executed the Intergovernmental Fire Services Agreement Between The Charter Township of Plymouth and The City of Plymouth ("IGA"); and,

WHEREAS, the IGA consolidated the Parties' fire services into a joint fire service, the Plymouth Community Fire Department ("Joint Fire Department"); and,

WHEREAS, on September 14, 1999, Township and City executed the 1st Modified Intergovernmental Fire Service Agreement Between the Township and the City ("Amended IGA"); and,

WHEREAS, the Amended IGA, *inter alia*, added § 11(e) "Post Termination Health Care/Retirement Benefit Costs," which, in part, provided that the Parties, after termination of the Amended IGA, would continue to split any retirement related costs attributable to service by employees performed under the Amended IGA which the Parties both refer to as "pension costs." "Pension costs" include payments to Michigan Municipal Employees Retirement System to fund defined benefit payments made to retired fire fighters pursuant to MERS Plan41, Membership Agreement dated March 8, 2005 between MERS and the Charter Township of Plymouth, and/or any successor plan to this current plan; and,

WHEREAS, on October 6, 2010, City gave formal notice to Township that City wished to terminate its participation in the Amended IGA, effective December 31, 2011; and,

WHEREAS, the Amended IGA ended on December 31, 2011, pursuant to City's October 6, 2010, formal notice; and,

WHEREAS, after City terminated its participation in the Amended IGA, certain unresolved issues related to City's termination of its participation in the Amended IGA arose, including firefighter health care costs and pension costs; and,

WHEREAS, the Parties have resolved the issue of health care costs by way of two separate Agreements, and desire to resolve the pension costs issue by way of this Agreement;

TERMS AND CONDITIONS

ACCORDINGLY, in consideration for the promises and obligations assumed in this Agreement, the receipt and adequacy of which Township and City acknowledge, the Parties agree as follow:

1. **Recitals.** The Parties incorporate the above recitals by reference.
2. **Lump Sum Payment to Township.** In consideration of this Agreement's terms, covenants, and conditions, City agrees to pay Township the sum of ONE MILLION ONE HUNDRED THOUSAND U.S. DOLLARS (\$1,100,000.00) for its share of the pension costs payable under the IGA and/or Amended IGA. The Township expressly agrees to use this money paid to it by the City solely for the purpose of making payments to the Michigan Municipal Employees Retirement System fund for the pension costs related to the IGA or Amended IGA. This payment constitutes full and final payment of any money owed by City to Township for pension costs related in any way to the IGA or Amended IGA. Township represents and agrees that it will not seek nor request any additional payment or money from City for any pension costs related to the IGA or Amended IGA. Such payment shall be made on or before September 4, 2018. If the City fails to make the payment on or before September 4, 2018, the City agrees that the Township may file suit to enforce the terms of this Agreement.
3. **Existing Pension Payments.** Notwithstanding any other provision herein, for any retired firefighter(s) that the City is currently paying pension costs under the City's own plan arranged directly between the City and the Michigan Municipal Employees Retirement System pursuant to the City's current and only MERS Plan 8202 Division 5and/or any successor plan to this current plan, the City shall continue to be solely responsible for paying such pension costs.
4. **Authority to Bind.** Township Supervisor Kurt L. Heise, as signatory for Township, represents and warrants that he has the authority to bind Township to this Agreement, and that he has obtained all necessary approvals from any other governing body, board, entity, or individual necessary to unconditionally bind Township to this Agreement. City Mayor Oliver Wolcott, as signatory for City, represents and warrants that he has the authority to bind City to this Agreement, and that he has obtained all necessary approvals from any other governing body, board, entity, or individual necessary to unconditionally bind City to this Agreement.
5. **Agreement Not Assignable.** The Parties agree that they cannot assign this Agreement. However, nothing in this Paragraph or Agreement shall limit this Agreement from binding the Parties' respective successors.
6. **Parties' Successors.** The Parties agree and understand that this Agreement shall be binding upon and inure to the benefit of their successors, and any successor of either Party shall be deemed substituted for the respective Party under the terms of this Agreement for all purposes.
7. **Effect of Waiving Breach.** Waiver of any breach of any term or provision of this Agreement shall not be construed to be, nor shall be, a waiver of any other breach of any other term or provision of this Agreement.

8. **Entire Agreement.** The amount paid by City to Township, as set forth in Paragraph 2 above, shall constitute full and final payment of any amount of money that Township claims City owes to Township for any firefighter pension costs payable under the Amended IGA. This Agreement constitutes the entire agreement between the parties with respect to pension costs for the Retired Firefighters and for Future Retiree Firefighters, and supersedes all other agreements, whether written or oral, respecting firefighter pension costs. No other agreement, statement or promise made by either party with respect to firefighter pension costs shall be binding or valid unless amended in writing and signed by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract.

9. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but it is the specific intent of the Parties that to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of each Party's respective successors.

12. **Amendments.** This Agreement shall not be modified by either Party by oral representations made before or after the execution of this Agreement, and all amendments to this Agreement must be in writing and signed by the Parties.

13. **Governing Law. Jurisdiction. and Venue.** The Parties agree that Michigan law governs interpretation and enforcement of this Agreement. In an action to enforce this Agreement, the Parties consent to the sole and exclusive jurisdiction and venue of the Wayne County Circuit Court for the State of Michigan and any applicable appellate courts.

ACCORDINGLY, the Parties' duly authorized representatives have signed this Agreement as of the Effective Date.

(Remainder of this page intentionally left blank. Signature pages follow.)

AGREED AND APPROVED:
THE CITY OF PLYMOUTH

OLIVER WOLCOTT,
as Mayor of The City of Plymouth

Dated:_____

STATE OF MICHIGAN)
COUNTY OF _____)

I hereby certify that on _____, 2018, the foregoing Settlement Agreement was produced to me in the above County, and acknowledged before me by Oliver Wolcott, Mayor of the City of Plymouth, and acknowledged to be the act and deed of the City of Plymouth.

Subscribed and sworn to before me
this _____ day of _____, 2018.

By: _____, Notary Public
_____ County, State of Michigan
My Commission Expires: _____

AGREED AND APPROVED;

**THE CHARTER TOWNSHIP
OF PLYMOUTH**

KURT L. HEISE
*as Supervisor of the Charter Township
of Plymouth*

Dated:_____

STATE OF MICHIGAN)
COUNTY OF _____)

I hereby certify that on _____, 2018, the foregoing Settlement Agreement was produced to me in the above County, and acknowledged before me by Kurt L. Heise, Supervisor of the Charter Township of Plymouth and acknowledged to be the act and deed of The Charter Township of Plymouth.

Subscribed and sworn to before me
this _____ day of _____, 2018.

By: _____, Notary Public
_____ County, State of Michigan
My Commission Expires: _____

e) Authorization for Internal Fund Loan related to Fire Legacy

RES. #2018-64

WHEREAS The City of Plymouth has agreed to settle the outstanding Fire Legacy Cost with Plymouth Township; and

WHEREAS The agreed upon amount between the City and Township has been set at \$1,100,000; and

WHEREAS In order to internally finance the outstanding debt the General Fund will borrow \$550,000 from the Budget Stabilization Fund and \$550,000 from the Waste and Recycling Fund;

NOW, THEREFORE BE IT RESOLVED, the General Fund will receive a ten year advancement in the amount of \$550,000 from the Budget Stabilization Fund and \$550,000 from the Waste and Recycling Fund, which it will pay back at an interest rate of 2.35%.

BE IT FURTHER RESOLVED, the Mayor is authorized to sign the promissory note and repayment.

BE IT FURTHER RESOLVED, that the City Finance Director is authorized to execute the loan and repayment schedule from the Budget Stabilization Fund and the Waste and Recycling Fund.

A motion was made by Commissioner Dalton and seconded by Commissioner Moroz for approval of the above resolution.

MOTION PASSED 4 – 0

Mayor Wolcott thanked John Scanlon for reaching out to the auditor and for a job well done.

8. REPORTS AND CORRESPONDENCE

a) City Commission Liaison Reports

ZBA-Commissioner Krol

Attended training with Northville and Plymouth on 6/25 outlining the Do's and Don'ts of planning.

The July 5 ZBA Meeting has been canceled.

Commissioner Krol meet the 1st Wednesday of every month with Old Village and trying to address their concerns and making OV more part of the City.

35th District Court - Attended a Plante Moran audit presentation.

Mayor Wolcott commended Commissioner Krol's effort in including Old Village.

Mayor Wolcott recognized local East Middle School student Claire Swadling for her participation in C-SPAN's national documentary competition. Claire's documentary on the Electoral College was one of 150 winning films from over 5,000 entries. Mayor Wolcott called Claire the honorary ambassador of Plymouth.

9. ADJOURNMENT

Hearing no further discussion, Mayor Wolcott asked for a motion to adjourn. A motion to adjourn was made by Commissioner Krol and seconded by Commission Moroz for adjournment of the meeting at 7:36 p.m.

MOTION PASSED 4 – 0

Oliver Wolcott, Mayor

Nancy Anderson, Deputy City Clerk