



City of Plymouth
City Commission Regular Meeting Minutes
Monday, December 7, 2020 - 7:00 p.m.
Zoom Meeting

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

a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

b. Roll call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O'Donnell, Marques Thomey, and Tony Sebastian

Also present: City Manager Paul Sincock, Attorney Robert Marzano, and various members of the City administration

2) CITIZENS COMMENTS

There were no citizen comments.

3) APPROVAL OF THE AGENDA

Krol offered a motion, seconded by Sebastian, to approve the agenda for Monday, December 7, 2020.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

4) ENACTMENT OF THE CONSENT AGENDA

- a. Approval of November 16, 2020 City Commission Regular Meeting Minutes
- b. Approval of November 30, 2020 City Commission Special Meeting Minutes
- c. Approval of November Bills
- d. Special Event – Sun & Snow Ski and Snowboard Swap - 12/10/2020 to 12/14/2020
- e. Special Event – Wreaths Across America Ceremony – 12/19/2020
- f. Special Event – Art In The Park – 7/9/2021 to 7/11/2021
- g. MERS Defined Contribution Clarification

Moroz offered a motion, seconded by Thomey to approve the consent agenda.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

5) COMMISSION COMMENTS

Moroz thanked the staff for operating under challenging times with new state regulations. Thomey complimented the Department of Municipal Services for the videos they recently posted on social media. Deal echoed the compliment, saying it was especially nice to see crew members in the videos.

6) OLD BUSINESS

There was no old business.

7) NEW BUSINESS

a. Mobile Field Force Team Memorandum of Understanding

The following resolution was offered by Thomey and supported by Sebastian.

RESOLUTION 2020-93

WHEREAS The City of Plymouth participates with the Western Wayne County Mobile Field Force Team (WWCMFF) in an effort to secure the public health, safety and welfare; and

WHEREAS The WWCMFF has previously operated on what can be best described as a "gentlemen's agreement" between all of the participating agencies in the WWCMFF.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt the Addendum to the Memorandum of Understanding between the City of Plymouth and the Western Wayne County Mobile Field Force and the participating municipal police and fire agencies who are a party to this agreement.

BE IT FURTHER RESOLVED THAT the Mayor of the City of Plymouth is hereby authorized to sign the Memorandum of Understanding and the City Clerk is hereby directed to incorporate the entire agreement into the official Meeting Minutes of this meeting.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the Western Wayne County Mobile Field Force Team (WWCMFF) and the participating municipal police agencies signing below. The purpose of this MOU is to establish formal framework for joint actions involving these agencies as it relates to the participation of police officers on the Western Wayne County Mobile Field Force Team.

SCOPE

The First Amendment right of free speech and lawful assembly is fundamental to our society and necessary for our form of government. However, it is understood that civil unrest may result from a variety of situations, including but not limited to planned and unplanned protests, large or unpopular assemblies and acts of civil disobedience. During times of civil unrest, agencies' resources can be quickly overwhelmed preventing an adequate police response and thereby creating a substantial risk of property damage and injury to officers, participants, and bystanders. In order to address these challenges, the WWCMFF is created to provide resources and planning to events requiring the need for crowd control techniques or the restoration of order where the need is greater than the capabilities offered by a single agency.

AUTHORITY

This MOU is effective as of the date of signature by the chief law enforcement official of each participating agency and the municipality's chief executive officer or their designee. It shall remain in full force and effect until all participating agencies agree to cancel it or a participating agency provides 90 days' written notice to the WWCMFF Board Chair of their intent to withdraw from the team.

BOARD OF DIRECTORS

The WWCMFF Board of Directors shall be comprised of the chief law enforcement official or their designee from each participating agency and shall provide oversight to the WWCMFF. The Board shall meet on a quarterly basis to receive updates from the team Commander and discuss the business of the team. Should an issue arise that needs to be decided by a vote of the board, a majority vote of those in attendance shall rule. The WWCMFF Board Chair position shall rotate among the participating agencies on a two-year rotation.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

ELIGIBILITY AND PARTICIPATION

Current members of the WWCMFF are Schoolcraft College, University of Michigan-Dearborn, Wayne County Airport Authority, the Cities of: Dearborn, Dearborn Heights, Garden City, Livonia, Northville, Plymouth, Wayne, Westland, and the Townships of Canton, Huron, Northville, Plymouth, Redford, Sumpter and Van Buren.

Any duly organized police agency having jurisdiction within Western Wayne County may apply for participation to the WWCMFF Board of Directors. Any agency entering into this agreement shall have its chief law enforcement official and the municipality or entity's chief executive officer or their designee execute a copy of this MOU; and shall assign personnel to the unit according to the team's selection process.

PARTICIPATION FEE

Each participating agency shall be responsible for an annual participation fee due by January 31st of each year. If an agency joins in the middle of a fiscal year the participation fee shall be prorated for the remainder of the year. The participation fee will be set by majority vote of the WWCMFF Board of Directors at the last quarterly meeting before the preceding year based on the adopted budget.

BUDGET

The team Commander shall be responsible for preparing an annual budget and presenting it to the WWCMFF Board of Directors prior to December 31st of each year at the last quarterly meeting of the year. The budget will be adopted by majority vote of those in attendance at the Board Meeting.

MOBILE FIELD FORCE TEAM MEMBERSHIP REQUIREMENTS

Each participating agency agrees to appoint members to the WWCMFF based on a pre-determined Personnel Commitment List. Each agency will evaluate and update their personnel commitment every three years based on their enforcement staffing levels. Personnel commitments may not fall below one member. Any agency that fails to meet their commitment for a period of one hundred-eighty (180) consecutive days in any calendar year may be subject to removal from the WWCMFF.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

The calendar year shall be from January 1st to December 31st of each year. Prior to any agency being removed from WWCMFF, the Board of Directors will review the circumstances surrounding the deficit of required assigned members ~~will commence~~. The WWCMFF Board may at its discretion choose to take other appropriate action. The assignment and/or removal of members to the WWCMFF must be in written form to the WWCMFF Board Chair and Team Commander prior to the effective day of the action. Participating agencies may elect to assign additional members with approval of the Team Commander.

The minimum training and experience qualifications for appointment to the WWCMFF are: Each member shall be a certified police officer in good standing with their home agency and the State of Michigan and shall have been released from their department's new officer probationary period. Further, Members are expected to serve a minimum three-year commitment and will be required to attend field force operations training approved by the Team Commander within 1 year of appointment. Any exceptions to the minimum training requirements must be approved by the Team Commander.

MOBILE FIELD FORCE MEMBER PARTICIPATION REQUIREMENTS

It is expected that each member attends their quarterly and specialty training sessions and responds to all incidents in which they are requested.

Each team member shall be released from duty or compensated for all required team responses and training. It is expected that team members attend 100% of all training sessions. All absences shall require prior (when possible) written notification to the Team Commander and their agency Chief/Director. Expected extended absences due to injury or other reasons shall be reported to the Team Commander in advance. Member attendance records will be provided to the Board at quarterly meetings.

The status of member agencies whose required members miss two (2) consecutive training sessions within the calendar year will be reviewed by the WWCMFF Board. Upon three (3) consecutive missed training sessions within the calendar year, the WWCMFF Board Chair and Team Commander will consult with the agency Chief/Director and the member's status will become *Inactive*. The calendar year shall be considered January 1st through December 31st of each year. The Team Commander will determine when the *Inactive* member may return to *Active* status. The

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

WWCMFF Board will review the circumstances pertaining to the absences and may recommend additional appropriate action to be taken.

PROVISIONS FOR ACTIVATION OF THE TEAM

The participating agencies which approve and enter into this MOU may request the Western Wayne County Mobile Field Force Team's assistance for incidents or events occurring within their jurisdiction including but not limited to protests, popular and unpopular assemblies, acts of civil disobedience and other crowd control situations as outlined by WWCMFF policy.

In the event that a participating agency is in need of assistance as set forth above, the agency shall request activation of the team through the Van Buren Township Public Safety Department at (734) 699-8930. The participating agency may seek technical guidance prior to making a request by contacting the team Commander or their designee per the WWCMFF policy.

Agencies requesting activation of the team should include WWCMFF Command personnel in the earliest stages of incident planning. At the time of request, agencies should be prepared to provide:

- Staging area for up to 60 personnel and equipment
- Transportation for up to 60 personnel and equipment from the staging area to the target location (i.e. busses, box truck, etc.)
- Communication information (talkgroup, Special Event Channel)
- Any gathered intelligence information
- Officers to support WWCMFF arrest procedures
 - Evidence technicians for photographs linking arrestees to team members
 - Booking personnel & location
- Operations Order, if possible

COMMAND AND SUPERVISORY RESPONSIBILITY

The chief law enforcement official or the highest-ranking law enforcement officer of the

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

requesting agency shall have overall command of the incident. The WWCMFF Commander or their designee shall have command of the team and tactics deployed during the incident after consultation with the requesting agencies incident commander.

LIABILITY

Each participating agency will each remain responsible for any claims arising out of its performance of this MOU as provided by this MOU or by law. The MOU is not intended nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this MOU. The MOU is not intended to alter or increase any participating agency's liability for tort claims to other third parties nor is it intended to be a third-party beneficiary contract; therefore, it confers no rights or third-party status on anyone other than to the parties to the MOU.

POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

WWCMFF members of each participating agency engaging in assistance outside of their jurisdictional limits, under the terms of this MOU, shall, pursuant to the provisions of the Western Wayne County Police Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as a sworn police officer operating within their jurisdiction.

Each participating agency agrees to furnish assigned members with the required equipment and training as outlined by WWCMFF policy and must bear the cost of maintenance and lost or damaged equipment that occurs during normal use.

Each participating agency shall compensate its WWCMFF members during the time they are rendering assistance during an activation including compensation due to injury or death.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of a WWCMFF member of a participating agency when performing the member's duties within the jurisdictional limits of the member's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the jurisdictional limits of the member's agency under the provisions of this MOU.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a WWCMFF response as promulgated by this MOU, the chief law enforcement official or their designee of the requesting agency shall be responsible for the documentation of the complaint to determine the following:

- The identity and contact information of the complainant.
- The specific facts of the complaint.
- The identity (if known) of the member/employee/officer accused in the complaint.

If it is determined that the complaint concerns the actions of the WWCMFF or a team member(s), the above information, with all documentation gathered during the receipt of the complaint, shall be forwarded to the WWCMFF Commander for review and investigation. Violations of a criminal nature shall be investigated in accordance with the requesting agency's internal policy. If the requesting agency does not have an internal policy addressing the investigation of criminal complaints, the complaint shall be investigated by the Michigan State Police.

Any officer involved shooting that occurs during the deployment of the WWCMFF will be investigated in accordance with the requesting agencies internal policy. If the requesting agency does not have an internal policy addressing these types of investigations the incident shall be investigated by the Michigan State Police.

MISCELLANEOUS

No failure by a party to insist upon the strict performance of any term of this MOU or to exercise any term after a breach affects or alters this MOU, but every term of this MOU remains effective with respect to any other then existing or subsequent breach.

If any provision of this MOU or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the MOU, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM**

MEMORANDUM OF UNDERSTANDING

This MOU, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan.

There are no other agreements, written or oral, between these parties arising out of the same subject matter. Any changes or modifications to the Agreement shall be in writing and executed by authorized agents for each party.

CANCELLATION

A participating agency may cancel their participation in this MOU by notifying the WWCMMFF Board Chair with 90 days written notice of their intent to withdraw from the team and this agreement.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY MOBILE FIELD FORCE TEAM
MEMORANDUM OF UNDERSTANDING
MEMBER SIGNATURE PAGE**

CITY OF PLYMOUTH



Chief of Police



Mayor

12-11-2020

Date

b. Rate Card – Payment in Lieu of Fees

The following resolution was offered by Krol and supported by Sebastian.

RESOLUTION 2020-94

WHEREAS The City Commission of the City of Plymouth has reviewed the proposed payment in lieu of parking fee to maintain the payment in lieu of parking fee of \$10,000 per space as recommended by City administration; and

WHEREAS The City Commission is authorized by ordinance to determine the fee for payment in lieu of parking; and

WHEREAS Fees are reviewed annually by the City Commission as part of the annual budget process.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby adopt a fee of \$10,000 per space for payment in lieu of parking effective immediately.

During a discussion, it was noted that this option is rarely used by property owners and is generally only an issue when a building site has a change of use.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

c. Poverty Hardship Application/Policy

The following motion was offered by Krol and seconded by Sebastian.

RESOLUTION # 2020-95

WHEREAS The adoption of guidelines for poverty exemptions is required of the City Commission; and

WHEREAS The principal residence of persons, who the assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 3-0 of 1994 (MCL211.7u); and

WHEREAS Pursuant to PA 390 of 1994, the City of Plymouth, Wayne County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year.

To be eligible under this section, a person shall do all of the following on an annual basis:

- Be an owner of and occupy as a principal residence the property for which and exemption is requested
- PA 390 of 1994 requires that all persons residing in the household must submit copies of the following signed documents:

City of Plymouth Poverty Exemption Application
Federal Income Tax Returns
State Income Tax Returns
Homestead Property Tax Credit Claim Form (MI-1040-CR)

Also include copies of all supporting documentation (i.e., W-2 forms, 1099s, schedules, etc.). The Board of Review shall consider income from all sources and from all occupants of the homestead when determining whether an applicant meets poverty exemption requirements as adopted by the City Commission.

A Poverty Exemption Affidavit (Department of Treasury Form 4988) must be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year.

- The combined assets of all persons residing in the household (minus the value of the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposits, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- Produce a valid driver's license or other form of identification if requested
- Produce, if requested, a deed, land contract, or other evidence of ownership of the property tax for which an exemption is requested.
- Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services.
- The following are the 2021 poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual income includes income for all persons residing in the household. The total household income must be less than or equal to the guidelines below in order to be considered for this type of exemption.

Family of 1	\$12,760
Family of 2	\$17,240
Family of 3	\$21,720
Family of 4	\$26,200
Family of 5	\$30,680
Family of 6	\$35,160
Family of 7	\$39,640
Family of 8	\$44,120
For each add'l person	\$ 4,480

- The applicant(s) may not have ownership interest in any other real estate other than the homestead property
- If home has been purchased within the previous two years, all closing documentation must be included.

The Board of Review may require a home audit and inspection done by the Department of Assessment as part of the application process.

The City of Plymouth allows for partial poverty exemptions to be granted. A partial poverty exemption is an exemption of a percentage of the taxable value of the principal residence rather than the entire taxable value. The formula for calculating partial exemptions is as follows: under no circumstances shall the Board of Review reduce the taxable value lower than that which produces an annual ad valorem tax equal to 3.5% of an applicant's income plus any property tax credit refund payable by the State of Michigan.

It should be recognized that the poverty exemption reduction is a form of temporary assistance for those who are undergoing a difficult financial time. Any relief granted is for the current year only.

The Board of Review may reject any application where the information contained in it appears fraudulent, misleading, inaccurate, or incomplete. Failure to complete all sections of the application and/or failure to submit signed copies of all tax forms or other required documentation will result in the poverty exemption application being denied. The board of review must have complete, accurate data in order to review this appeal.

In certain instances, the Board of Review may consider extenuating circumstances as a basis of a poverty exemption where the total household income exceeds the established income guidelines.

Due Dates: The application for exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review during the year in which the exemption is requested. The filing of this claim constitutes an appearance before the Board of Review for the purposes of preserving the right or appeal to the Michigan Tax Tribunal.

NOW THEREFORE BE IT RESOLVED THAT the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines that there are substantial and compelling reasons why there should be deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

8) REPORTS AND CORRESPONDENCE

a. Liaison Reports

Thomey reported that the Northville Police and Fire Advisory Board met to begin discussions about the contract, which expires on June 30, 2023. He also said he attended a Pearl Harbor event in Plymouth.

Krol said the Zoning Board of Appeals heard two variance requests. One was partially approved and the other was tabled for more information.

b. Appointments

Thomey offered a motion, seconded by Krol to reappoint the following board and commission members.

Board of Review – Shirley Jallad and John Townsend

Cemetery Board – Arne Guimmo and Don Hess

Historic District Commission – Colleen Polan and John Townsend

Housing Commission – Sharon Pugh

Planning Commission – Tim Joy, Shannon Adams, Jennifer Kehoe

There was a roll call vote

Yes: Deal, Krol, Moroz, O’Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

9) ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 8:32 p.m. A motion to adjourn was offered by Sebastian and seconded by Krol.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O’Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK