

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on December 10, 2018, at 6:00 p.m. in the Council Chambers, 124 N. Michigan Street, Plymouth, Indiana.

Mayor Senter presided for Board Members Culp, Houin, Milner, and Walters. City Attorney Surrisi and Clerk-Treasurer Xaver were also present.

Board Members Culp and Milner moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on November 26, 2018. The motion carried.

The following legal notice was advertised in the Pilot Newspaper on November 26 and December 3, 2018:

**116
Legals**

**NOTICE TO
BIDDERS FOR FUEL
SUPPLIES - 2019
CITY OF PLYMOUTH,
INDIANA**

Notice is hereby given that the Board of Public Works and Safety of the City of Plymouth, Indiana, for its various department will receive sealed proposals or bids to be good until December 31, 2019 for gasoline and diesel fuel until 6:00 p.m. on Monday December 10, 2018, in the Council Chambers of the City Building 124 N Michigan Street, Plymouth, IN (Garro St entrance) at which time all bids will be opened and read aloud. Bids may be delivered until 4:30 p.m., December 10, 2018, to the Clerk-Treasurer's office located at 124 N Michigan Street, Plymouth, if the bidder so desires.

Item #1 - 22,500 gallons more or less ultra low sulfur diesel fuel (for on-highway use) delivered by tank truck as needed. Price to include the cost of winterization for months of November through March.

Item #2 - 40,000 gallons more or less 87 octane E10 Plus unleaded gasoline. Bids shall be submitted on Form 95, copies of which may be obtained from the Clerk-Treasurer's Office, all parts of which shall be properly filled out and accompanied by a bid bond, certified check or cashier's check in the amount of not less than five (5%) percent of the bid. E-Verify employment documentation, City Nepotism documentation and Doing Business with Iran documentation shall be completed and submitted with the bid documentation. Separate prices shall be stated for each item of material or work. Please provide fixed or guaranteed pricing. Please provide price before taxes and fees; provide taxes and fees; and the total cost including taxes and fees. The City reserves the right to reject any and all bids or to waive any informalities in the bids or to award the contract to the bidder deemed in the best interest of the City without explanation. No bidder may withdraw his bid for a period of thirty (30) days after the date set for opening of bids. Any bid received after the designated time will be returned unopened.

Jeanine M. Xaver
Clerk-Treasurer
City of Plymouth, Indiana
November 26, 2018
December 3, 2018
November 26, December 3,
2018 PN292916 hspaxip

City Attorney Surrisi issued a final call for bids for the 2019 Fuel Supplies. He then opened the following sealed bids:

1) Ceres Solutions, 2025 S. Wabash St., Wabash IN 46992

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>
1	22,500	Gallon	COUNTRYMARK #2 DIESEL ON ROAD Ultra Low Sulfur- On Road Fuel	\$2.058
			To be delivered in transport truck lots	
			State Excise Tax	\$0.480
			Inspection Fee	\$0.010
			L.U.S.T. Tax	\$0.001
			NET TRANSPORT BID PRICE	\$2.549

During winter months, Premium DieseleX-4 Winter On Road, please add .065 to above price.

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>
2	40,000	Gallon	COUNTRYMARK 87 E-10 PLUS Gasoline – 87 Octane Unleaded	\$1.737
			Fuel to be delivered in transport truck lots	
			State Excise Tax	\$0.290
			Inspection Fee	\$0.010
			L.U.S.T. Tax	\$0.001
			NET TRANSPORT FIRM PRICE	\$2.038

Superintendent Marquardt asked to accept the bid of Ceres Solutions and lock in a price. He will report back at the next meeting to ratify it.

Board Members Culp and Houin moved and seconded to take the bid contingent on review of bid. The motion carried.

The following legal notice was advertised in the Pilot Newspaper on November 26 and December 3, 2018:

**116
Legals**

INDIANA
Notice is hereby given that the Board of Public Works and Safety of the City of Plymouth, Indiana, for its various department will receive sealed proposals or bids for street materials for the year 2019 until 6:00 p.m. on Monday, December 10, 2018, in the Council Chambers of the City Building 124 N Michigan St. Plymouth, IN. (Garro St entrance, then proceed to second floor) at which time all bids will be opened and read aloud. Bids may be delivered until 4:30 p.m., December 10, 2018, to the Clerk-Treasurer's Office at 124 N Michigan Street, Plymouth, if the bidder so desires. Item No. 1 - 4,000 tons more or less of coarse aggregate meeting Indiana State Highway Commission specifications size no. 53's. Price per ton F.O.B. plant location loaded on City Trucks.
Item No. 2 - 3,500 tons more or less ice sand. Price per ton F.O.B. plant location loaded on City Trucks.
Item No. 3 - 2,500 tons more or less fill dirt. Price per ton F.O.B. plant location loaded on City Trucks.
Item No. 4 - 2,500 tons more or less fill sand. Price per ton F.O.B. plant location loaded on City Trucks.

Item No. 5 - 5,000 tons more or less #53 Crushed Limestone and #73 Crushed Limestone. Price per ton F.O.B. plant location loaded on City Trucks.
All loads of material are to be accompanied with weight tickets. Any bid received after the designated time will be returned unopened. Bids shall be submitted on Form 95, copies of which may be obtained from the Clerk-Treasurer's Office, all bids of which shall be properly filed out and accompanied by a bid bond, certified check or cashier's check in the amount of not less than five (5%) percent of the bid. Separate prices shall be stated for each item of material or work. The City reserves the right to reject any and all bids or to waive any informalities in the bids or to award the contract to the bidder deemed in the best interest of the City without explanation. No bidder may withdraw his bid for a period of thirty (30) days after the date set for opening of bids.
Jeanne M. Xaver
Clerk-Treasurer
City of Plymouth, Indiana
November 26 2018
December 3, 2018
November 26, December 3, 2018
2018 EN022018 FSP/19

**NOTICE TO BIDDERS
FOR STREET
MATERIALS - 2019
CITY OF PLYMOUTH.**

City Attorney Surrisi issued a final call for bids for the 2019 Street Materials. The following sealed bids were opened and read aloud:

1) Stockberger Trucking, LLC, 7991 Lilac Road, Plymouth IN 46563

<u>Item</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>
1	4,000 ton (more or less)	Course aggregate #53 Gravel (Commercial) FOB 11 th Road Pit	\$11.00 per ton
2	3,500 ton (more or less)	Ice Sand FOB 11 th Road Pit	\$ 8.00 per ton
3	2,500 yards (more or less)	Fill Dirt FOB 11 th Road Pit	\$ 7.00 per ton
4	2,500 ton (more or less)	Fill Sand FOB 11 th Road Pit	\$ 7.75 per ton
5	5,000 ton (more or less)	#53 Crushed limestone #73 Crushed limestone FOB Lilac Road	\$18.75 per ton \$18.75 per ton

2) IMI Aggregate, Plymouth Plant, 10988 11th Road, Plymouth IN 46563

1		No Bid	
2	3,500 tons (more or less)	23/24 Sand (Ice Sand) FOB plant location loaded on City trucks	\$ 8.10 per ton
3	2,500 tons (more or less)	Fill Dirt FOB plant location loaded on City trucks	\$ 8.50 per ton
4	2,500 tons (more or less)	Fill Sand FOB plant location loaded on City trucks	\$ 6.55 per ton
5	5,000 tons (more or less)	No. 53, No. 73 Commercial Stone FOB plant location loaded on City trucks	\$18.90 per ton

Board Members Houin and Walters moved and seconded to take the bids under advisement.

The motion carried.

Superintendent Davidson referred to the following letter:

City of Plymouth Utilities

Wastewater Treatment Facility
900 Oakhill Avenue
Plymouth, Indiana 46563

Water Treatment Facility
900 Ledyard Street
Plymouth, Indiana 46563

DONNIE DAVIDSON
Utilities Superintendent

LARRY HATCHER JR.
Wastewater Assistant Superintendent
Pretreatment Coordinator
Phone (574)936-2368
Industrial Pretreatment

JEFF YEAZEL
Water Assistant Superintendent
Phone (574)936 -2543
Water Treatment Facility

12/7/18

Board of Public Works & Safety

RE: Candy Lane Storm Sewer Improvement Project

Board Members:

Our intent with the above referenced project was to complete the design and bid the project at the end of 2018, but we have recently completed soil borings within the project limits and due to additional information generated the engineers cost estimate has increased.

Several of the items that has increased the estimate is:

1. Labor and materials increase since 8/2017 (there is currently a tremendous amount of work out there).
2. Reviewing recently bid projects and associated unit prices adjustments were made.
3. Input from builders has indicated that due to the depth of the installation (16' +) we should anticipate a wider trench, which will increase the cost for granular backfill, compacted aggregate base and asphalt.
4. Soil borings have also indicated that dewatering of the area will likely be necessary.
5. During the borings it was also discovered that there is an additional 7-12" of concrete pavement under the asphalt that will need to be saw cut, removed and disposed of.

As discussed previously, it appears the we have 3 obvious options:

1. Install the storm sewer for \$809,620 and remaining engineering costs \$65,924.56
2. Purchase properties, which unless agreeable from the resident can become messy and do not install any storm sewer. Four homes are mostly affected, which have been assessed at approximately \$500,000. My experience has been that when official appraisals have been completed the actual cost is much higher.
3. Do nothing, let the area flood.

I have attached the project map, 8-2017 engineer's estimate and the recent 12-2018 engineer's estimate. One option that may be reasonable would be to bid the project and see what the bids come in and evaluate the decision on proceeding with the project. In addition, the Clerk-Treasurer will be providing the proposed funding sources that we have both reviewed along with Umbaugh & Associates.

If anyone has questions contact me at 574-936-3017 or 574-952-0053.

Davidson asked the board members if they wished to proceed with the Candy Lane Storm Sewer Project.

Board members Houin and Culp moved and seconded to authorize Davidson to put the project out to bid. The motion carried.

Superintendent Marquardt discussed a sidewalk request that was carried over from the November 13, 2018 meeting by business owner, Tonda Ellis. He said he met with Chris Marshall regarding the ADA requirements and it was decided that the location requested by Ellis is not a good spot for a handicapped parking. Marquardt will inform Ms. Ellis of the decision made.

City Engineer Gaul reviewed PW 18-059, Work in the Right-of-Way request for Comcast to do work at 2513 N. Michigan St. (Comfort Inn & Suites). He requested the board's approval of this request including a \$5,000 financial guarantee and agreement notations.

Board members Houin and Walters moved and seconded to approve PW 18-059 with notations and the \$5,000 financial guarantee. The motion carried.

Gaul also updated the board of PW 18-060, Micropole at Lincolnway East, E. Jefferson St. and Webster Ave.

An update of PW 17-021, 2017 Community Crossings Project was given. Gaul said they are waiting for the final close-out of the system. Once they receive that, they will be able to get the money for the PW 18-007, 2018 Community Crossings Project. Gaul asked that the board affirm the CCMG Contract for the 2018 Community Crossing Project.

Board members Walters and Culp moved and seconded to affirm the CCMG Contract for the 2018 Community Crossing Project. The motion carried.

City Attorney Surrisi presented the following proposed 2018 Animal Control Services Agreement:

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this ____ day of _____, 2018, by and between the MARSHALL COUNTY HUMANE SOCIETY, INC., a not-for-profit corporation [hereinafter referred to as the Society], and the CITY OF PLYMOUTH, acting by and through its Board of Public Works and Safety [hereinafter referred to as the City];

WHEREAS, it is deemed desirable to have animal control services provided to the citizens of Plymouth; and,

WHEREAS, the Society is a suitable entity to provide such animal control services in cooperation with the employees and agents of the City,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. TERM. The term of this agreement shall extend from January 1, 2019 to December 31, 2019. Either party may terminate this Agreement at any time during said term upon sixty [60] days written notice to the other party, such termination either for or without cause.
2. PAYMENTS.
As consideration for the services, facilities and equipment to be provided hereunder, the City shall pay to the Society the total sum of Thirty Thousand Dollars [\$30,000.00], to be paid in equal monthly installments of Two Thousand Five Hundred Dollars [\$2,500.000] until the termination of this Agreement. The Society shall submit to the City properly prepared claims for such payments on forms provided by the Clerk-Treasurer of the City of Plymouth. The City shall pay the sums provided hereunder within thirty [30] days after submission of said claims.
3. COOPERATION WITH ANIMAL CONTROL OFFICER. It is understood and agreed by the parties that the Society shall employ an Animal Control Officer whose responsibilities will include the management of the animal control program and the enforcement of all ordinances relating to animal control. The Society agrees to assist and cooperate fully with the employees of the Marshall County Department of Health and the employees of the Plymouth City Police Department in the performance of any duties and powers given to them under the county and city ordinances relating to animal control.
4. DUTIES AND RESPONSIBILITIES:
 - A. The Society shall receive all animals which may be apprehended by the Animal Control Officer as a result of any violations of the ordinances relating to animal control or by any other persons authorized to enforce such ordinances. The Society shall also receive lost, stray, homeless or injured animals which may be turned over to its control and custody by the general public. The Society shall provide housing, shelter, food, water, veterinary care and other humane treatment for such animals while they are in the possession of the Society and until placed or disposed of as provided herein. The Society shall place with suitable owners or humanely dispose of such animals which come into its control and custody in accord with the provisions of the ordinances relating to animal control.
 - B. The Society shall maintain a program of education designed:
 - i) To train the Animal Control Officer, any duly designated assistants and staff of such officer and the employees of the Marshall County Department of Health and the employees of the Plymouth Police Department in the techniques of humane animal handling in relation to the enforcement of animal control ordinances;
 - ii) To promote the proper care and treatment of animals by the general public; and,
 - iii) To inform the public about, and encourage the observance, of all Marshall County and Plymouth City ordinances relating to animal control.
 - C. As the corporation which has contracted with the City of Plymouth to provide animal control services, the Society shall perform all duties and be responsible for costs to enforce Section 92 of the city code, which include ordinances to regulate and license the keeping of animals, as now in effect or as hereafter enacted.
 - D. The Society, in addition to the other duties outlined herein, shall answer calls concerning animals in distress; may rescue any injured animal or any animal which is otherwise unnaturally restrained; and, shall be responsible for sheltering and disposing of such animals in accord with sub-paragraph A above.

5. FACILITIES AND EQUIPMENT. The Society shall furnish a suitable animal shelter facility at the Society's present location at U.S. 31 and 13th Road, Plymouth, Indiana. This shelter shall serve as base for the Animal Control Officer. The Society shall maintain suitable office hours at the shelter facility for the convenience of the public and for the purpose of transacting business in connection with the obligations under this agreement and for the purpose of accepting applications for the redemption of sheltered or impounded animals. The Society shall maintain a telephone number and/or answering service or systems to receive calls from City residents relating to the enforcement of ordinances relating to animal control. After normal business hours for the shelter facility, emergency calls will be to the Marshall County Sheriffs Department or Plymouth City Police Department, which shall notify the Animal Control Officer.
6. FEES IN CONNECTION WITH REDEMPTION. The Society may charge any owner of an animal which has been impounded in the shelter facility a boarding fee and an impoundment fee in connection with the redemption of such animal. The boarding fee shall not be greater than the prevailing fees charged by local veterinarians for boarding. The impoundment fee shall be reasonably related to the costs of handling and record keeping incurred as a result of such impoundment.
7. RECORD KEEPING. The Society shall keep proper and complete records concerning the finances and operation of its shelter facility and of all monies collected and disbursed. The Society shall permit the City, at all reasonable times, to inspect and audit such records and shall make such reports of its activities as shall be reasonably requested by said City.
8. RELATIONSHIP OF PARTIES AND INDEMNITY. The Society shall be an independent contractor and shall have the authority to employ and direct all persons necessary to carry out the terms and responsibilities of this agreement. Such employees shall at all times be under the direction and control of the Society. The Society shall have full power and authority to select the means, manner and method of performing its obligations under this agreement. The Society and the City shall mutually indemnify and hold each other harmless from all demands, claims, causes of action and judgments, including all expenses, court costs and reasonable attorney fees that may be incurred in investigating and defending same, which may arise out of any act or negligence of the Society or City, its contractors, agents, employees or servants in connection with the operation of its shelter facility or in the performance of its duties and obligations under this agreement. The Society shall procure and maintain adequate amounts of general public liability insurance, with a responsible insurance company qualified to do business in the State of Indiana, insuring against claims for personal injury and property damage.
9. E-VERIFY. So long as the E-Verify program shall exist, the Society agrees that it shall enroll in the program and verify the work eligibility status of all newly hired employees. By its signature below, the Society affirms that it does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date written above.

THE MARSHALL COUNTY HUMANE
SOCIETY, INC.

Nancy Cox, Executive Director

CITY OF PLYMOUTH

Mark Senter, President of Board of
Public Works & Safety and Mayor
City of Plymouth

ATTEST:

Jeanine M. Xaver, IAMC/CMC, Secretary,
Board of Public Works & Safety and
Clerk-Treasurer, City of Plymouth

Board members Houin and Milner moved and seconded to approve the agreement as presented.

The motion carried.

Clerk-Treasurer presented the following request from Patricia Justice regarding a Code Violation bill for 1008 W. Madison St.

I have a bill from clean up in my yard that was left for a friend to pick up. After being told the city wouldn't take care of the waste we made other arrangements then the city did pick it up and charged me. I don't have the \$ to pay this nor do I think I should have to.
S/Patricia Justice, 1008 W. Madison, 574-780-9888

There was not a representative present on behalf of the family; however, City Attorney Surrisi informed the board that there was plenty of material received regarding the matter. Board member Walters said the family had plenty of notice and were informed of what would happen if the problem wasn't resolved. Walters says they really have no recourse since they refused to take care of the problem.

Board members Culp and Walters motioned and seconded to deny the request. The request was denied by roll call vote:

AYES: Senter, Culp, Houin, Milner, Walters

NAYS: None

The following request was presented by Travis Reed, representative for Shambaugh & Son:

We (Shambaugh & Son) are requesting approval to locate a crane on the east side of the Library to replace rooftop HVAC equipment. Crane will be on site for one (1) day. Crane will be blocking sidewalk and side road parking. We will also have a semi-trailer near by to unload the new equipment and remove the existing equipment. A permit for this work is currently in the submittal process. Thank you for your time and help. It is greatly appreciated. S/ Travis Reed, Estimator, 3210 Sugar Maple Business Court, South Bend IN 46628.

Board members Houin and Milner moved and seconded to approve the request. The motion carried.

Clerk-Treasurer Xaver presented the following request:

Place a dumpster on Washington Street, north of the Brass Rail from December 31, 2018 until January 8, 2019 to collect debris from renovations. Dumpster will be placed in parking spots outside the side door of the Brass Rail. S/ Dave Langdon, Owner, 225 N. Michigan St., Plymouth IN 46563, 574-936-7004.

Board members Houin and Culp moved and seconded to approve the request. The motion carried.

Mr. Greg Burch was present to request a payment plan for a \$600.00 water bill he received. He said that unbeknownst to him, his water softener broke and recycled the water for a month. He asked that the late fees be waived so that he can pay the amount in installments. Clerk-Treasurer Xaver recommended that he pay \$100.00/month, plus his regular bill. She said that as long as he makes the monthly payments and signs an agreement, the board can vote to waive monthly penalties.

Board member Milner and Walters moved and seconded to approve the payment plan, waiving the penalties as long as payments are made as agreed. The motion carried.

The following request was presented by Clerk-Treasurer Xaver:

We would like to have a dumpster placed on the street in front of 215 W. Adams St. as we are in the process of remodeling. We would like to place the dumpster for one week with it being placed as soon as possible. S/ Angela Birchmeier, Birchmeier Rentals, 11100 Shadylane Dr., Plymouth IN, 574-780-1309

Board members Culp and Walters moved and seconded to approve the request. The motion carried.

In other business, City Attorney Surrisi referred to the work in the Right-of-Way violation committed by QC Communications, a sub-contractor for ComCast, who was providing services on Markley Drive. This was discussed at the August 13, 2018 meeting. Surrisi stated that the city implemented a \$2,500.00/day fine for the violation of City Code 96-100, performing an excavation for the installation of cable or other infrastructure without first obtaining a permit to do so and without paying the applicable financial guarantees. He said near the deadline that payment was due, Attorney for QC Communications, Alex Hoover contacted him. Surrisi advised him that it would be in his best interest to attend the Board of Works meeting to make his presentation to the board.

Attorney Hoover spoke to the board and shared that QC Communications CEO, Mark Holland was also present. Hoover explained that QC was contracted with ComCast for this particular project. He stated that the proper permits were applied for and then ComCast contacted QC advising them that they needed to expedite the process. Work ended up getting done without the proper permits in place due to some misunderstanding and miscommunication, not only between ComCast & QC, but with the City of Plymouth as well. QC Communications is faced with a fine of \$107,500.00 and is requesting that the fine be reduced to \$2,500.00. Hoover stated that QC Communications has assured he will stay in compliance with all city codes in the future. He also said that QC has since applied and received permits on three or four jobs since the violation and there have not been any problems. Lastly, QC is sorry for what happened and feels that the \$2,500.00 that the city would impose would send that message that codes need to be followed. The \$2,500 won't financially cripple their company, but the \$107,500.00 fine would. Mr. Holland spoke to the board and explained that it was their first permit in the City of Plymouth and they made a mistake and it won't happen again. He was very apologetic.

Board members Houin and Milner moved and seconded to approve the request to reduce the fine to \$2,500.00. The motion carried by roll call vote:

AYES: Culp, Houin, Milner, Walters
NAYS: Senter

Clerk-Treasurer Xaver asked the board to authorize the implementation of a registration process for anyone who excavates or places utilities in the right of way. She also recommends that we follow the example set by the county and include a fee for registration.

Board members Walters and Culp moved and seconded to approve the request as presented. The motion carried.

Board members Walters and Milner moved and seconded to allow the payroll for December 15, 2018 and the claims for December 10, 2018 as entered in Claim Register #2018. The motion carried.

Board members Houin and Walters moved and seconded to approve the following communications:

- November, 2018 Fire Department Reports

There being no further business to discuss, Mayor Senter declared the meeting adjourned at 7:15 p.m.

Jeanine M. Xaver, IAMC, CMC
Clerk-Treasurer

APPROVED:

Mark Senter
Mayor