

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on November 28, 2016, at 6:00 p.m. in the Council Chambers of the City Building, 124 N. Michigan St., Plymouth, IN.

Mayor Senter presided for Board Members Delp, Fonseca, Grobe and Houin. City Attorney Surrisi and Clerk-Treasurer Xaver were also present.

Board Members Houin and Fonseca moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on November 14, 2016. The motion carried.

Mayor Senter announced that there will be a farewell party for Angie Birchmeier on December 2, 2016 from 1:00 p.m. until 3:00 p.m. in the Council Chambers.

Police Chief Bacon presented the monthly activity report for the police department:

PLYMOUTH POLICE DEPARTMENT
Activity Report Summary 2016

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Information	451	470	568	559	524	634	550	635	675	469			5,535
Complaint	446	460	427	508	594	469	652	566	650	558			5,330
911 Calls	76	108	130	141	173	140	138	179	147	107			1,339
Residential Security Checks	139	102	128	91	34	10	4	2	2	4			516
Alarms	67	77	70	71	82	54	79	58	96	91			745
Vehicle Checks	34	22	28	29	41	39	36	34	32	30			325
Assist Other Agencies	10	9	22	18	16	13	10	17	17	8			140
Animal Complaints	18	16	27	21	30	37	49	48	30	14			290
Code Enforcement	40	23	28	58	100	65	69	34	43	16			476
Traffic Stops	281	294	383	322	367	290	218	359	304	209			3,027
Citations Issued	174	196	209	184	247	185	126	261	239	134			1,955
Accident Reports	39	42	37	38	48	42	38	53	45	55			437
Case Reports	106	99	136	141	131	123	151	143	169	106			1,305
Arrests	46	38	55	80	51	40	37	56	46	43			492
Arrests (Adult)	38	29	35	72	40	34	28	49	36	36			397
Arrests (Juvenile)	8	9	20	8	11	6	9	7	10	7			95

Street Superintendent Marquardt notified the board he solicited three quotes for the police department parking lot project. He received two phone calls from interested contractors, however the time

frame of 45 days was too short and would not work for them. The third company has not responded at this time.

City Attorney Surrisi said he was researching IC 36-1-12-5 and said that the board has the right to reject all quotes, as none were received for the project, and can now negotiate and enter into agreements for the work in the open market without inviting or receiving quotes if the board provides in writing the reason for rejecting quotes.

Board Members Delp and Houin said they would prefer to leave the bidding process in place and extend the time frame out.

Marquardt said he will change the time frame and reissue the solicitation of quotes.

Marquardt notified the board that the railroad tracks on Liberty Street have been fixed.

Mayor Senter asked for an update of leaf pickup. Marquardt said that they are behind schedule due to weather, but should be finishing up by the end of the week.

City Attorney Surrisi presented the Animal Control Services agreement for 2017. He noted that there was one addition to the agreement at Councilman Houin's request. Section 9 regarding E-Verify compliance was added to the agreement. The amount of the agreement remains the same from the previous year.

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this ____ day of _____, 2016, 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, 2017 to December 31, 2017. 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.

Board Members Delp and Houin moved and seconded to approve the Animal Control Services agreement with the Marshall County Humane Society for 2017. The motion carried.

City Attorney Surrisi presented Executive Order 2016-05, Temporary Closure of N. Michigan Street for Plymouth Downtown Christmas Celebration.

Board Member Grobe and Fonseca moved and seconded to ratify Executive Order 2016-05, Temporary Closure of N. Michigan Street for Plymouth Downtown Christmas Celebration. The motion carried.

Clerk-Treasurer Xaver presented the following request from Emanuel Reese:

To Whom It May Concern,

I respectfully request to have a car port to cover my smoker from the winter elements. Tell me what needs to be done, and I will try to accommodate said stipulation(s). Thank you in advance. S/ Emanuel Reese, Owner/Operator Reese's Family Ribs, 208 Water St, Plymouth, 574-767-0586

Mr. Reese was present to discuss his request and answer questions. Reese said that he is in the process of building a new smoker for his restaurant. His request is to anchor a 10-ft by 20-ft canopy to the parking lot in order to protect the smoker.

Houin said he has no objection to the smoker or canopy but he does have concerns that city property is being used without having the proper documentation or agreement in place.

Delp echoed those concerns and said that there must be fair representation of the people and the concern is not directed at the business or business owner, but rather the fair use of city property.

Building Commissioner Hammonds said that he does not believe this request needs to go before the Board of Zoning Appeals as it does not violate a city ordinance, but would be at the discretion of the board as far as using city property.

Delp asked Chief Miller his opinion on the location of the smoker in relation to the building as well as the use of a flammable canopy. Miller said he and Hammonds will review the regulations.

Houin also voiced concern about safety along the sidewalk.

City Attorney Surrisi will review the legal side of the request and Building Commissioner Hammonds will ensure everything meets code. No decisions were made at this time and the request will be addressed at a future meeting.

Board Member Delp and Grobe moved and seconded to allow the payroll for November 30, 2016, and the claims for November 28, 2016, as entered in Claim Register #2016. The motion carried.

There being no further business to discuss, Members Grobe and Houin moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 6:15 p.m.

Jeanine M. Xaver, IAMC
Clerk-Treasurer

APPROVED:

Mark Senter
Mayor

The following requests have been submitted to the proper committee to act:

11/14/16 – Street light is burned out in front of our house at 824 N. Michigan Street. S/ Julie McLiver, 824 N Michigan St, Plymouth, 574-780-1599

11/15/16 – The sidewalk along my house has excessive damage. Rain and snow is making it a hazard. Any assistance would be greatly appreciated. S/ Salvador Diaz, 407 N 3rd St, Plymouth, 574-935-9039

11/23/16 – Corner of 520 Webster Ave. and Angel Street in Plymouth. Big dead tree directly in front of the house. S/ Spence Schalliol, 520 Webster Ave, Plymouth, 574-767-0936