

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on July 27, 2015, 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 Ecker and Smith. Board Member Culp arrived late due to work. City Engineer Gaul, City Attorney Surrisi and Clerk-Treasurer Xaver were also present. Board Member Grobe was absent.

Board Members Ecker and Smith moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on July 13, 2015, as presented since they have been reviewed and found to be correct. The motion carried.

Utility Superintendent Davidson addressed the Board regarding quotes for the Wastewater Treatment Plant Roof Replacement Project. At this point in time, he does not have a recommendation for the Board to consider as clarification regarding liability insurance is pending at this time. Davidson did request that the Board approve to proceed with the awarding of the project to the low bidder that successfully provides the accurate insurance coverage which the City is requiring.

Board Members Smith and Ecker moved and seconded to proceed with awarding the project to the low bidder that successfully provides the accurate insurance coverage. The motion carried.

City Attorney Surrisi addressed the Board regarding quotes for the flooring for the Mayor's office. All three quotes that were received met all the requirements and all three had different flooring options. The most appropriate option for the space and ultimately the recommendation is to award the bid to the Floor Store & More, which is laminate flooring throughout at a cost of \$2,669.40.

Board Members Ecker and Smith moved and seconded to award the bid to the Floor Store & More for the replacement of the flooring in the Mayor's office. The motion carried.

Building Commissioner Hammonds reported that he will be attending a meeting on August 5th about fire stopping requirements.

Fire Chief Miller presented the June 2015 report:

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, JULY 27, 2015

Plymouth Fire Department
Departmental Activity Report

Current Period: 06/01/2015 to 06/30/2015, Prior Period: 01/01/2015 to 06/30/2015

00:00 to 24:00

All Stations

All Shifts

All Units

Fire Alarm Responses, EMS Alarm Responses, Training Classes

| Category | Current Period | | Prior Period | |
|--|----------------|-----------|--------------|-----------|
| | Count | Staff Hrs | Count | Staff Hrs |
| EMS Alarm Situations | | | | |
| No Location Provided | 194 | 5,338.87 | 1,059 | 10,163.37 |
| | 194 | 5,338.87 | 1,059 | 10,163.37 |
| Fire Alarm Situations | | | | |
| Accident, potential accident | 0 | 0.00 | 2 | 0.00 |
| Chemical release, reaction, or toxic | 0 | 0.00 | 1 | 0.00 |
| Combustible/flammable spills & leaks | 0 | 0.00 | 3 | 0.00 |
| Controlled burning | 0 | 0.00 | 1 | 0.00 |
| Dispatched and cancelled en route | 18 | 0.00 | 77 | 0.00 |
| Electrical wiring/equipment problem | 4 | 0.00 | 8 | 0.00 |
| Emergency medical service (EMS) Incident | 130 | 0.00 | 798 | 0.00 |
| False alarm and false call, Other | 5 | 0.00 | 20 | 0.00 |
| Fire in mobile property used as a fixed | 0 | 0.00 | 1 | 0.00 |
| Fire, Other | 0 | 0.00 | 3 | 0.00 |
| Good intent call, Other | 2 | 0.00 | 8 | 0.00 |
| Hazardous condition, Other | 1 | 0.00 | 1 | 0.00 |
| Malicious, mischievous false alarm | 1 | 0.00 | 1 | 0.00 |
| Medical assist | 22 | 0.00 | 75 | 0.00 |
| Mobile property (vehicle) fire | 1 | 0.00 | 4 | 0.00 |
| Natural vegetation fire | 0 | 0.00 | 15 | 0.00 |
| Outside rubbish fire | 1 | 0.00 | 3 | 0.00 |
| Overpressure rupture, chemical reaction | 0 | 0.00 | 1 | 0.00 |
| Person in distress | 0 | 0.00 | 2 | 0.00 |
| Public service assistance | 0 | 0.00 | 1 | 0.00 |
| Smoke, odor problem | 1 | 0.00 | 2 | 0.00 |
| Special outside fire | 0 | 0.00 | 1 | 0.00 |
| Steam, Other gas mistaken for smoke | 0 | 0.00 | 2 | 0.00 |
| Structure Fire | 2 | 0.00 | 8 | 0.00 |
| System or detector malfunction | 1 | 0.00 | 4 | 0.00 |
| Unauthorized burning | 0 | 0.00 | 1 | 0.00 |
| Unintentional system/detector operation | 5 | 0.00 | 16 | 0.00 |
| | 194 | 0.00 | 1,059 | 0.00 |
| Training | | | | |
| Advanced Cardiac Life Support | 0 | 0.00 | 2 | 11.00 |
| Airway Management | 0 | 0.00 | 9 | 9.00 |
| Apparatus Drafting | 0 | 0.00 | 2 | 6.00 |
| Ariel Operations | 6 | 12.00 | 9 | 18.00 |
| Chest and Abdominal Injuries | 2 | 4.00 | 2 | 4.00 |
| Combat Ready Firefighting | 0 | 0.00 | 7 | 59.50 |
| CPR | 0 | 0.00 | 33 | 64.00 |
| Diabetics | 0 | 0.00 | 1 | 0.00 |
| Documentation | 18 | 18.00 | 18 | 18.00 |
| Emergency Medical Services | 0 | 0.00 | 1 | 0.00 |
| EMS Audit & Review | 15 | 27.80 | 103 | 1,527.80 |
| EMS Skills | 0 | 0.00 | 2 | 0.00 |
| EMT-B | 19 | 78.00 | 32 | 133.00 |
| Extrication | 0 | 0.00 | 48 | 94.00 |
| FF I-II | 23 | 82.50 | 53 | 199.50 |
| FF I-II SKILLS | 0 | 0.00 | 15 | 52.50 |
| Fire Behavior | 0 | 0.00 | 1 | 8.00 |
| Fire Department Organization | 0 | 0.00 | 5 | 5.00 |
| Fire Fighter I Skills Exam | 5 | 10.00 | 5 | 10.00 |
| Fire Investigation | 0 | 0.00 | 1 | 4.00 |
| Fire Preplan | 0 | 0.00 | 71 | 121.50 |
| Gas Pipe line Safety | 0 | 0.00 | 5 | 12.50 |
| General And Topographic Anatomy | 0 | 0.00 | 1 | 4.00 |
| Hazardous Materials Overview | 0 | 0.00 | 36 | 133.50 |
| Heart Monitor, 12 lead, defib, | 0 | 0.00 | 10 | 10.00 |
| Hose Loads | 0 | 0.00 | 53 | 116.00 |
| Hose Test | 0 | 0.00 | 23 | 46.00 |
| Infants & Children | 3 | 5.00 | 7 | 37.00 |
| Instructor Training | 0 | 0.00 | 10 | 22.00 |
| Instructor's Meeting | 0 | 0.00 | 11 | 5.50 |
| Medical Video | 2 | 1.00 | 2 | 1.00 |
| New Construction Tour | 0 | 0.00 | 3 | 6.00 |
| Obstetrics | 2 | 4.00 | 2 | 4.00 |
| Oxygen admin | 0 | 0.00 | 9 | 9.00 |
| Patient Assessment | 0 | 0.00 | 15 | 13.50 |
| Penetrating Trauma | 2 | 4.00 | 2 | 4.00 |
| Physical Ability Test | 0 | 0.00 | 15 | 30.00 |

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, JULY 27, 2015

| Category | Current Period | | Prior Period | |
|-----------------------------------|----------------|---------------|--------------|-----------------|
| | Count | Staff Hrs | Count | Staff Hrs |
| Training | | | | |
| PPE | 0 | 0.00 | 5 | 15.00 |
| Preplan | 0 | 0.00 | 13 | 19.50 |
| Public Education | 21 | 328.50 | 30 | 360.50 |
| Pump Operations | 0 | 0.00 | 34 | 65.00 |
| Reading Smoke - the Sequal | 0 | 0.00 | 2 | 18.00 |
| Safe Haven | 0 | 0.00 | 7 | 7.00 |
| SCBA | 0 | 0.00 | 3 | 2.25 |
| Splinting | 2 | 0.00 | 2 | 0.00 |
| Sprinkler Systems | 0 | 0.00 | 1 | 9.00 |
| Staff Meeting | 0 | 0.00 | 10 | 20.00 |
| Strategic and Tactical Operations | 0 | 0.00 | 20 | 98.00 |
| Survival Box | 26 | 65.00 | 26 | 65.00 |
| Table Top Exercise | 1 | 4.00 | 1 | 4.00 |
| Training Lecture | 0 | 0.00 | 3 | 25.00 |
| Truck Company Ops | 0 | 0.00 | 5 | 45.00 |
| Volunteer Fire Business Mtg. | 29 | 87.00 | 170 | 348.50 |
| Well-Being of EMT | 0 | 0.00 | 13 | 19.50 |
| Workforce Survey | 1 | 0.00 | 1 | 0.00 |
| | <u>177</u> | <u>730.80</u> | <u>970</u> | <u>3,920.10</u> |

Plymouth Fire Department

Incidents by District (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}

| District | Count | Pct of Incidents | Est Losses | Pct of Losses |
|-------------------------------------|------------|------------------|--------------------------|-----------------|
| 006 Lapaz | 1 | 0.51 % | \$0 | 0.00 % |
| 007 Plymouth | 121 | 62.37 % | \$400 | 0.93 % |
| 011 Center Twp | 31 | 15.97 % | \$0 | 0.00 % |
| 019 West Twp | 25 | 12.88 % | \$42,500 | 99.07 % |
| 12 Argos Paramedic Assist | 1 | 0.51 % | \$0 | 0.00 % |
| 15 Culver Paramedic Assist | 3 | 1.54 % | \$0 | 0.00 % |
| 16 Lakeville/Lapaz Paramedic Assist | 7 | 3.60 % | \$0 | 0.00 % |
| 18 Walkerton Paramedic Assist | 5 | 2.57 % | \$0 | 0.00 % |
| Total Incident Count: | 194 | | Total Est Losses: | \$42,900 |

City Engineer Gaul addressed the Board regarding the Baker Street Sate Routes to School and ADA Upgrades. Gaul is seeking approval for the Right of Way Assurance submission to INDOT. The letter is as follows:

July 27, 2015

Don Ballard
 Indiana Department of Transportation
 100 N Senate Ave Room N642
 Indianapolis IN 46204

Re: Right of Way Assurance
 DES #:1400773
 Project #: 1400773
 Location: Baker Street from Randolph St. to Columbus Dr. in Section 12.
 All in the City of Plymouth, Marshall County
 LPA: City of Plymouth

In compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended by the Surface Transportation and Uniform Relation Assistance Act of 1987, the following assurance is made:

Where Federal Funds are involved in any project or program which results in real property acquisition or displacement, the City of Plymouth Department of Public Works and Safety will comply with said Act and Regulations effective April 2, 1989.

Board Members Ecker and Smith moved and seconded to approve the Right of Way Assurance submission to INDOT. The motion carried.

Gaul also provided an update on the 2015 Street and Sidewalk Projects. His letter to the Board was reviewed:

Re: 2015 Street & Sidewalk Projects
PW-15-032

Street Department:
VanVactor Drive –
Pioneer Drive to proposed 2015 Patch

Beerenbrook & Washington Intersection –
North on Beerenbrook to alley south of Jefferson
East on Washing to mid-block

Jim Nelson Drive –
Oakhill Avenue to Corporate Limits

Undercut & Backfill
#2 Stone and #53 Stone – distributed placement as required

There are several unknowns regarding the current and proposed VanVactor Drive Projects because of the extensive undercut and backfill areas that may affect project costs. Also the Street Department desires to perform crack seal this year.

Park Department:
Chuck Glaub Drive (aka Baseball Lane)
Phase 1 – Becknell north to curve
Phase 2 – curve to Randolph
Phase 3 – B League Parking Loop

We are requesting the Board to approve the above projects.

Board Members Smith and Ecker moved and seconded to approve the projects. Gaul did clarify that bids for the project will be received at the end of August and awarded at the beginning of September. The motion carried.

Gaul provided an update on current projects, stating that work is complete on Liberty St. from Rex to Jefferson Street and LaPorte to Garro Street, as well as Randolph from the Yellow River Bridge to Plymouth-Goshen Trail. There are some additional concrete repairs to be made on Liberty St. and this will be completed during school hours.

City Attorney Surrisi presented a revised Memorandum of Understanding with Marshall County Regarding Gateway Signage at the Michigan Road and Veterans Parkway Roundabout:

July 23, 2015

Dear Mayor and Council:

This Memorandum of Understanding (MOU) reflects the general intentions between Marshall County acting through its Board of Commissioners, located in Marshall County, Indiana (hereinafter referred to as "County"), and the City of Plymouth, located in Plymouth, Marshall County, Indiana acting through its Mayor and City Council (hereinafter referred to as "Plymouth").

- A. Purpose: County has constructed a roundabout intersection ("Roundabout") on North Michigan Road and the newly constructed 7th Road, with 7th Road to be renamed Veteran's Parkway. The newly constructed road connects Michigan Road and US Hwy. 31. The roundabout and the new road are located outside the city boundaries for Plymouth. It is the intention of Plymouth to construct, decorate, and maintain the area within or outside the roundabout so as to greet and/or promote the city to those traveling on Michigan Road or on 7th Road/Veteran's Parkway. Thus, the purpose of this Agreement is to set out the responsibilities of both parties as it relates to the interior portion of the roundabout.
- B. Nature of Agreement: The parties acknowledge and agree that the following

sections 1 through 5 inclusive are intended solely as an outline of material matters indicating what each party will do during the term of this MOU; however, it is not intended to be all-inclusive. Future discussions between the parties hereto may bring to light new issues which would call for changes in this MOU.

During the term of this Agreement, the parties will do the following:

1. The roundabout, Michigan Road, 7th Road/Veteran's Parkway shall remain County roads and continue to be part of the County Highway System. County shall maintain the paved roads that encompass the roundabout including the inner curb area and shall be permitted to erect and maintain traffic signs that are necessary to regulate the proper flow of traffic for the roundabout. County shall maintain an easement for the entire roundabout so as to affect the purposes of maintaining the roundabout for traffic. However, County will maintain the roundabout in such a fashion so as to not interfere with the improvements constructed, erected, planted, or otherwise placed within or outside the roundabout at a distance from the inner curbs that is compliant with state and INDOT regulations.
 2. Plymouth shall be solely responsible for the upkeep and maintenance of any improvements, plantings, or other that are constructed, erected, planted, or placed within the roundabout or on the outside of the roundabout and in the County right-of-way. Plymouth shall maintain the interior of the roundabout or exterior of the roundabout so as to not interfere with the flow of traffic. Plymouth shall comply with all federal, state, and local rules and regulations concerning the roundabout and the flow of traffic.
 3. Any improvements located within or outside of the roundabout by Plymouth shall only be completed after Plymouth has obtained approval of the design plan/features by County. Any improvements located within or outside the roundabout by Plymouth shall be their sole and separate responsibility and they shall thereafter maintain said improvements.
 4. All expenses related to the improvements within or outside of the roundabout made by Plymouth shall be solely the expense and obligation of Plymouth.
 5. Plymouth agrees that County shall not be responsible for any costs and expenses related to improvements in or around the roundabout.
 6. This Agreement shall commence on July 1, 2015 and shall end four (4) years from this date. This Agreement, or one similar to it, may be renewed upon terms and conditions agreed upon by the parties.
 7. Either of the parties shall have the right to terminate this Agreement with one hundred eighty (180) days' notice. Upon a termination, Plymouth may be allowed to remove any improvements made within or around the roundabout at Plymouth's expense.
- C. Good Faith: The parties will work in good faith and in the best business interest of each party. The parties agree that all applicable laws and regulations in any way related to the performance of their duties shall be complied with by the parties under this Agreement.
- D. Entire Understanding; Modification: The MOU embodies the entire understanding of the parties as to the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties. No modification of this MOU will be valid or binding upon the parties unless made in writing and signed by an authorized representative of each party.
- E. Reciprocal Hold Harmless Agreement/Liability Indemnification:

County shall indemnify and hold harmless Plymouth and Plymouth officials and employees from and against any and all claims, costs, expenses, damage, and liabilities arising from or pertaining to the use, construction, maintenance, or other related matters for the paved portion of the roundabout, curbing, and easement area within the roundabout that remains under the County's possession and control and shall indemnify Plymouth against and hold Plymouth harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, resulting from, or arising out of the sole negligence on the part of the County in maintaining the paved portion of the roundabout. County shall provide evidence of liability insurance coverage applicable to County employees who may be working, maintaining, or otherwise going on or about the roundabout for purposes of maintaining the paved portion of the roundabout, curbing, and easement area within the roundabout that remains under the County's possession and control and agrees to provide proof that County is insured through the issuance of a Certificate of Insurance.

Plymouth shall indemnify and hold harmless County and County officials and employees from and against any and all claims, costs, expenses, damage, and

liabilities arising from or pertaining to the use, construction, maintenance, or other related matters for the interior or exterior portions of the roundabout that is being used by and under control of Plymouth for the construction, location, planting, or other improvement made by Plymouth within or outside of the roundabout and shall indemnify County and hold County harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, resulting from, or arising out of the sole negligence on the part of Plymouth in maintaining the interior or exterior portions of the roundabout that is being used by or under the control of Plymouth. Plymouth shall provide evidence of liability insurance coverage applicable to Plymouth employees who may be working, maintaining, or otherwise going on or about the roundabout for purposes of maintaining the interior or exterior portions of the roundabout that is being used by or under the control of Plymouth, and agrees to provide proof that Plymouth is insured through the issuance of a Certificate of Insurance.

Surrisi went on to explain that the contractor hired for the Gateway Signage project intends to begin work next week. The City will be responsible for maintaining the grassy area inside the roundabout and also around the sign.

Board Members Smith and Ecker moved and seconded to approve the revised Memorandum of Understanding with Marshall County Regarding Gateway Signage at the Michigan Road and Veterans Parkway Roundabout. The motion carried.

Jeff O'Dell addressed the board members on his request regarding downtown parking:

7/17/2015 - The designated 2 hours parking that was and still should be designed for the short term parking patrons. These parking spaces are for visitors, shoppers, and service speakers that come to our city. Enforcing this problem is the first step to revitalize the downtown. If the parking problem is enforced properly the opportunity for more store fronts to be filled by retailers. Without parking enforcement retailers do not want to be in town. That's a shame for this beautiful downtown. S/ Jeff O'Dell, citizen and retailer, 10036 Countryside Dr., Plymouth, IN 574-952-5638

Chief Bacon explained how parking enforcement for the downtown area has been conducted in the past. Current code enforcement officer, Becky Carswell, also attended the meeting to discuss her perspective and answer any questions. According to the numbers, 2015 is on track to be above average for the number of parking tickets distributed to violators. Carswell feels she does her best to handout tickets to violators, but also juggles that responsibility with other tasks at the Police Department. She has received negative comments from business owners for ticketing too much and is now trying to solve parking problems for business owners that feel violators do not have harsh enough consequences.

Mike Delp suggested Mr. O'Dell discuss these issues with building owners that have tenants renting their apartments, as he feels it's the building owners responsibility to help enforce this code.

Board Member Smith stated that he feels that putting an ordinance in place to deal with habitual violators is the best way to address this important issue.

Mayor Senter suggested that City Attorney Surrisi draft an ordinance for habitual parking violators.

Board Member Ecker commended Carswell for her efforts to enforce this code, as the numbers are dictating her dedication. It was noted that there is ample parking available in the surrounding parking lots throughout the daytime.

Board Members Ecker and Smith moved and seconded to move forward with drafting an ordinance for habitual parking violators and explore additional options for enforcement. The motion carried.

Clerk-Treasurer Xaver presented the following request:

7/22/15 - For the annual Crop Walk for the Church World Service on September 13, 2015 at 1:00 p.m. See attached map. S/ Norman Long, Co-Chair, 17476 Lincoln Hwy, Plymouth 574-936-7441

Board Members Smith and Ecker moved and seconded to approve the request. The motion carried.

Board Members Smith and Culp moved and seconded to allow the salaried payroll for July 1-15, 2015, and the claims for July 27, 2015 as entered in Claim Register #2015. The motion carried.

There being no further business to discuss, Members Ecker and Smith moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 6:49 p.m.

S/Jeanine M. Xaver
Clerk-Treasurer

APPROVED:

S/Mark Senter
Mayor

The following request has been forwarded to the proper committee to act:

7/23/2015 – Two trees in front of 400 Charles Street. You can see that the trees are rotten inside, one side of both trees are black. You can see ants are eating them up. I'd be willing to have the trees replaced. S/ Kathryn Gollhofer, Owner, 400 Charles St, Plymouth 574-935-5884

7/27/15 – Tree in front of our house at 403 Webster between sidewalk & street has many dead branches & bark on trunk is splitting. Don't want branches to fall on vehicles. S/ Betty Berkeypile, 403 Webster, 540-9395

7/30/15 – Tree in front of Felke Florist, 627 S. Michigan (directly in front of house) – cut tree down or trim dead part of top of tree. S/ Chris Felke, President, 627 S. Michigan, 936-3165

8/4/15 – Please take out tree by driveway. Trim branches on far east tree over sidewalk. S/ Mary Hanthorn, 910 W. LaPorte St., Plymouth

8/4/15 – 2x maple in front of house. The one on the south side has a large branch hanging over Michigan Street and has a crack. It appears it might have been struck by lightning. It has a black stripe below crack. Also we would like replacement tree from previous tree removed. Thanks. Greg Compton, owner, 713 N. Michigan St., 574-780-5720