

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on December 29, 2014, 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 Grobe and Smith. City Engineer Gaul, City Attorney Surrisi and Clerk-Treasurer Xaver were also present. Board Members Culp and Ecker were absent.

Board Members Grobe and Smith moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on December 8, 2014, as presented since they have been reviewed and found to be correct. The motion carried.

Street Superintendent Marquardt addressed the board regarding the bids that were opened at the last meeting. He said he reviewed the fuel bids and that North Central Co-Op was the only vendor to provide the possibility of a fixed price contract as requested. He recommended that the city remain with fixed pricing on the fuel and asked permission to accept the bid from North Central Co-Op and work with them to lock in on a good fuel price.

Board Members Grobe and Smith moved and seconded to accept Marquardt's recommendation and grant permission as requested. The motion carried.

Marquardt referred to the bids for street materials that were opened at the last meeting. He said that Stockberger Trucking and IMI both have products used by the city. He recommended accepting both bids as the city has in the past.

Board Members Grobe and Smith moved and seconded to accept both bids for street materials. The motion carried.

Utility Superintendent Davidson provided year end project updates for the members. He provided the Wastewater Master Plan for the members to review. He recommended that the members review the information so they can meet with the department's engineer and financial consultants to determine how to finance potential future projects.

Davidson referred to the Ledyard Water Treatment Plant Improvements. He said that the design for the improvements should be complete by the end of January and they should be ready to advertise for bids by the end of February with bid opening in March. That project is being designed by Midwestern Engineers of Logosotee, Indiana.

Davidson referred to the odor control unit on South Sixth Street. He said that the project is essentially complete. Since the weather has turned cold, the odor causing agents are not as severe. The city is currently waiting for NIPSCO to provide power to the unit.

Davidson reported that the Jefferson Street / Beerenbrook Project is substantially complete and the contractor will have until April 30<sup>th</sup> to complete the punch list items.

Fire Chief Miller introduced Art Jacobs and Rich Cartwright. Jacobs and Cartwright presented a donation in the amount of \$21,000 from the volunteer fire department to be used toward the training tower.

The board members accepted the donation by consensus.

Street Superintendent Marquardt reported that the street department roof is 80 to 85% complete following the tornado damage on July 1<sup>st</sup>. He said the block wall inside the building is almost complete as well and the salt shed has been re-roofed.

Marquardt presented the following request:

12/12/14 – Please consider a street light at 1842 W. Jefferson St., Plymouth, IN. This would benefit several business areas. Thanks for your consideration. Greatly appreciated. S/ Glenn A. Weidner, PO Box 1018, 14464 7B Rd, Plymouth, IN, 574-933-1303

Marquardt explained that the city street lights stop at Jefferson and Oak Drive. The property to the east of 1842 W. Jefferson Street has a security light out front; 1842 W. Jefferson has a light on the front of the building when they are open; the property just to the west of this has a security light; Auto Park across the street has parking lot lights and Transit Mix is lighted. He said that this issue could be discussed with NIPSCO; the corporate boundary is at the west fence line of Transit Mix. A lot of the utility poles set pretty far off the road due to the big right-of-way, so he is unsure how well street lights would light the area.

Mr. Weidner said the business currently stays open until 7:00; and that it is difficult for people backing out of the parking lot to see pedestrians because of the poor lighting. He said that he has no interest in the property; he was merely in the store when the discussion on lighting took place and he offered to ask at the city office about lighting. He said that the business owner could not attend the meeting. Weidner said that the business owner would do whatever it takes, but if the city could give

consideration to help out, it would be nice.

Board Member Grobe noted that lighting for this area was not allowed for the 2015 budget.

Board Members Grobe and Smith moved and seconded to table the request. The motion carried.

Marquardt addressed the request from Julie Robinson for a street light at 212 Pennsylvania Avenue that was tabled at the last meeting. There was discussion that it would be more appropriate for the property owner to consider a dusk to dawn light.

Board Members Grobe and Smith moved and seconded to deny the request. The motion carried.

Marquardt presented the following request:

12/29/14 – Permission to park a moving van at 510 Adams St. for a St. Joe Med Center move on January 2, 2015 from 8 am to 2 pm. S/ Stephen R. Nixon, Operations Manager, Wiltfong Moving & Storage, Inc., 2612 N. Home St., Mishawaka, In 574-259-8554

Board Members Grobe and Smith to approve the request as presented. The motion carried.

City Engineer Gaul addressed the board regarding Change Order #1 for the 2014 Mill and Fill Projects. The Change Order is for Walsh and Kelly; there were several areas where they were cutting asphalt and the subgrade was in good condition, resulting in a deduct. Additionally, for the work in the vicinity of the West Jefferson railroad tracks, there was a possibility for the need of special insurance to work in the right-of-way, but that was also not needed, resulting in a deduct. The total amount of the Change Order is a deduct of \$17,700, changing the cost of the project from \$343,039 to \$325,339.00.

Board Members Smith and Grobe moved and seconded to accept Change Order #1, reducing the total project cost by \$17,700. The motion carried.

Gaul requested the release of retainage in the amount of \$14,965.00 to Niblock for the 2014 Street and Sidewalk Project.

Board Members Smith and Grobe moved and seconded to reduce retainage in the amount of \$14,965.00. The motion carried.

Gaul presented a request to perform pavement test borings in the right of way along Gary Drive west of Pioneer in the area of the proposed Love's Truck Stop.

Board Members Grobe and Smith moved and seconded to approve the request as proposed. The motion carried.

City Attorney Surrisi presented the proposed contract with Bruce Carter Associates for the Brownsfield Consulting Services. This is for the EPA grant that the city received with Marshall County and the Town of Bourbon.

**CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is effective as of November 24, 2014, by and between the City of Plymouth, Indiana, a Municipal Corporation, (the "City") and Bruce Carter Associates, LLC (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City desires to retain the services of a vendor, duly qualified in the area of brownfields redevelopment and environmental consulting, to perform the services described in this Agreement; and **WHEREAS**, the Contractor possesses the requisite skills to perform the requested services and has expressed a willingness to perform said services pursuant to the terms and conditions set forth in the Agreement; and

**WHEREAS**, the provision of said services by Contractor is in the best interests of the City, and **NOW, THEREFORE**, for and in the consideration of the mutual promises, covenants and benefits set forth in this Agreement, and other good and valuable consideration, the receipt of which are hereby acknowledged by the parties, City and Contractor agree as follows:

**1. Scope of Services**

The Contractor will complete the tasks associated with the City's USEPA Brownfields Assessment Grant shown as "Contractual" in the EPA-approved Work Plan attached hereto as Exhibit A and incorporated herein by reference, up to the contractual limits in the approved Work Plan budgets, unless otherwise directed by the City.

**2. Term of Agreement**

This Contract shall be for a term commencing on the effective date and expiring September 30, 2017, or when the Cooperative Agreement between the City and the USEPA is terminated (the "Term"), whichever is longer, subject to earlier termination as herein provided. This Agreement, if not renewed in writing for an additional fixed period and agreed to by both parties, shall terminate when the Term expires.

**3. Compensation**

**As compensation for satisfactory performance of the Services, City agrees to pay Contractor Five Hundred Ninety Two Thousand, Five Hundred and No/100 Dollars (\$592,500.00). Contractor shall submit monthly itemized invoices for payment to the City of Plymouth for each task per the attached fee schedule. Any invoice not paid within 30 days of submission, will accrue interest on the unpaid balance from and after the 31<sup>st</sup> day at the rate of one and one half per cent (1.5%) per month, until paid in full.**

**4. Changes**

If, and in the event, City determines that changes are necessary in the scope of Services to be provided under this Agreement, such changes, including any increase or decrease in compensation, shall only be made by a written Change Order, signed by the City of Plymouth Board of Public Works and Contractor.

**5. Termination**

Either party may terminate this Agreement if the other party defaults in the performance of any material obligation, subject however, to the right of the Plymouth 2014 EPA Grant Contract defaulting party to cure the default within ten (10) calendar days after receipt of written notice of the default. Upon at least a thirty (30) calendar days prior written notice to Contractor, the City may also terminate this Agreement at its discretion, for any reason, with no obligation of either party to perform after the effective date of termination, except for City's obligation to pay Contractor for all Services performed by Contractor to the effective date of termination. After termination, City reserves the right to obtain from Contractor a copy of Contractor's file applicable to this Agreement.

6. General Provisions

- 6.1 Access to Records: During the term of this Agreement and for three years following expiration or termination of this Agreement, the City, at all reasonable times, shall be granted access to all files, books, and records (to include any correspondence, documents, papers, accounts, electronic files, and accounting records or other evidence pertaining to costs incurred) applicable to this Agreement in the custody and possession of the Contractor and its subcontractors. The Contractor and its subcontractors shall make all such records and materials available in their respective offices at all reasonable times for inspection by the City or by any other authorized representative of the City and copies shall be furnished at no cost to the City if requested. These rights and duties survive expiration or termination of the Agreement.
- 6.2 Access to City Information. City will promptly provide all information in its possession or at its disposal requested by Contractor which is necessary to enable Contractor to provide the Services.
- 6.3 Amendments/Modifications: No amendment, variation, or modification of the terms and conditions of this Agreement shall be valid unless in writing and signed by the duly authorized representative(s) of the party against which it is to be enforced.
- 6.4 Assignability: Contractor's rights and obligations under this Agreement are personal, and Contractor may not assign or transfer this Agreement or any rights or benefits under this Agreement without the prior written approval of the City.
- 6.5 Authorization: The parties signing this Agreement have all the necessary power and authority to act on behalf of their respective entities.
- 6.6 Confidentiality of City Information: The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Agreement will not be disclosed to others or discussed with other parties without the prior written consent of the City.
- 6.7 Conflict of Interest: Contractor shall be precluded from participating in contracts with the City where such participation would constitute a conflict of interest. Contractor, or any of its officers, directors, partners, or affiliates, shall not prosecute, defend nor represent any claim or other legal action adverse to the City's interest during the term of this Agreement. Such prosecution, defense or representation shall be deemed a conflict of interest and shall automatically terminate this Agreement.
- 6.8 Contracts: The Contractor shall not have authority to bind the City or otherwise contract with third persons on behalf of the City for any purpose.  
Contractor shall not encumber or cause encumbrances, or liens to attach to City property by reason of acts or omissions of the Contractor.
- 6.9 Independent Contractor. Contractor is an independent contractor and not an employee of City. Contractor shall be solely responsible for supervising and paying its own employees, including all their benefits of employment, and shall carry all required insurances, including workmen's compensation insurance, and public liability insurance to protect itself, its employees and the City from any liability arising from the performance of Contractor's duties hereunder.
- 6.10 Entire Agreement; Binding Effect: This Agreement constitutes the entire Agreement between the parties and shall bind and inure to the benefit of both City and Contractor and their respective successors, assigns, and legal representatives. No other Agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- 6.11 Force Majeure/Suspension and Termination: City and Contractor shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from performing such obligations by cause or causes beyond their reasonable control, including, without limitation, actions or decrees of governmental bodies, civil

commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty, or natural disaster or other acts of God (hereinafter referred to as a "Force Majeure Event"). The party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

- 6.12 Governing Law: This Agreement and performance by the parties hereunder shall be governed by and construed in accordance with the laws of the State of Indiana, and suit, if any, must be brought in the Superior Court, County of Marshall, in the State of Indiana.
- 6.13 Headings: The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or section of this Agreement.
- 6.14 Indemnity: Contractor agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees against all claims, demands, losses, liabilities, and suits arising out of any act or omission determined to constitute negligence or willful misconduct by Contractor or Contractor's agents or subcontractors, in the performance of this Agreement, or any act or omission by or on behalf of Contractor which is outside the scope of this Agreement.
- 6.15 City Indemnification. City agrees to indemnify, defend, and hold harmless the Contractor, its agents, officers, and employees against all claims, demands, losses, liabilities, and suits arising out of any act or omission determined to constitute negligence or willful misconduct by City or City's agents or contractors, in the performance of this Agreement, or any act or omission by or on behalf of City which is outside the scope of this Agreement
- 6.16 Limitation on Delegation of Services: The services provided herein shall be performed by the Contractor and no other company or individual other than regular employees of the Contractor. Contractor shall not engage subcontractors to perform any of its responsibilities under this Agreement without prior written approval of the City. Approval by the City shall not be construed as making the City a party of, or to, the subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any subcontractor. Notwithstanding, the Contractor is approved to subcontract laboratory, drilling, survey, geophysical and related field support activities.  
Such subcontracts are subject to the terms of the attached EPA-approved Work Plan.
- 6.17 Non-Discrimination: During the performance of this Agreement, the Contractor agrees as follows: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. As used herein the word "treated" shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensations; selected for training, upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Compliance Officer setting forth the provisions of this nondiscrimination clause.
- 6.18 Ownership of Documents and Materials: All documents, records, programs, data, film, tape, articles, memos and other materials developed under this Agreement shall be the property of the Contractor. The final reports shall be provided to the City which shall have unrestricted use of the documents. Release of these materials other than related to contract performance by the Contractor without the prior written consent of the City is prohibited. During the performance of the Services, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the

Services provided herein, while they are in possession of the Contractor and any loss or damage thereto shall be restored at the Contractor's expense.

6.19 Prohibited Interest: No member, officer, or employee of the City during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.20 Severability: If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

6.21 Survival: The covenants contained in this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

6.22 Third Parties: The City shall not be obligated or liable hereunder to any party other than the Contractor.

6.23 Waiver: The failure of City at any time to require performance by the Contractor of any provisions hereof, shall in no way effect the right of the City thereafter to enforce same, nor shall the waiver by the City of any breach hereof, be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

6.24 Warranty: Contractor warrants that it currently possesses all necessary licenses, permits and approvals to perform this Agreement.

7. Contractor has read and understands this Agreement

Contractor represents that it has read this Agreement, in its entirety and, by signing this Agreement expressly states that it fully understands the consequences of entering into this Agreement and expressly agrees to abide by each and every term and condition stated in this Agreement.

8. Notice

Notice shall be served upon either party by means of certified mail, postage prepaid, return receipt requested.

The Remainder of this Page is Intentionally Left Blank.

**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals on the date written below.

DATE: \_\_\_\_\_

CONTRACTOR

Bruce Carter Associates, LLC BY:

\_\_\_\_\_  
Joel B. Markland, Principal

CITY  
City of Plymouth, Indiana  
BOARD OF PUBLIC WORKS

DATE:

BY: \_\_\_\_\_

**Fee** \_\_\_\_\_

**Schedule**

The project costs will be invoiced monthly on a percent completion basis for each Task or investigation. Task or investigation project costs will be provided in advance (for City and EPA review) using the following rate schedule:

Senior Engineer/Associate/Principal	\$108.00/hr.	Brownfield Coordinator
	\$100.00/hr.	
Pjt Mgr/Scientist/Geologist III	\$92.00/hr.	Pjt
Mgr/Scientist/Geologist II	\$84.00/hr.	Pjt
Mgr/Scientist/Geologist I	\$76.00/hr.	Field
Scientist/Geologist	\$65.00/hr.	

Direct job expenses are charged at cost plus 15%. This fee schedule will be fixed for the period of the contract.



EXHIBIT A  
**City of Plymouth, Indiana**  
**Brownfields Coalition - Brownfield EPA Assessment Grant**

Project Contact: Ralph Booker  
Marshall County Plan Director/City of Plymouth Plan Consultant  
Phone: 574-935-8540  
E-Mail: [rbooker@co.marshall.in.us](mailto:rbooker@co.marshall.in.us)  
Work Plan for the CERLCA Authority: 104(k)(2)&(3)  
Assessment Grant Cooperative Agreement  
\$450,000 – Hazardous Substances, \$150,000 – Petroleum October  
1, 2014 – September 30, 2017

This project supports Environmental Results Goal 3: Cleaning Up Communities and Advancing Sustainable Development (Clean up communities, advance sustainable development and protect disproportionately impacted low-income, minority, and tribal communities. Prevent releases of harmful substances and clean up and restore contaminated areas) and Objective 3.1: Promote Sustainable and Livable Communities. Strategic Measures: Assess and Clean up Brownfields. Specifically, the recipient (City of Plymouth, Indiana) will inventory, characterize, assess, and conduct planning and community involvement activities to encourage revitalization and reuse of brownfields sites. Project Period is three [3] years.

CFDA: 66.818  
CERCLA Authority: 104[k][2]&[3]  
DCN: STX  
Budget FY: 14  
Appropriation: E4  
Budget Org: **[TO BE PROVIDED BY EPA]**  
Object Class: 4114  
Program Results Code (PRC): Hazardous Sub 301D79E(Action Code: NY);  
Petroleum 301D79EBP (Action Code: OP)

**City of Plymouth Coalition will provide the following outputs/outcomes as a result of this Cooperative Agreement (CA) funding:**

- Identify 50-100 brownfield sites
- 6 public meetings focused on grant progress
- 14-21 Phase I ESAs
- 11-19 Phase II ESAs
- 4-8 ABCAs and/or Remedial Action Plans
- Future funding plan(s) for additional investigation and/or remediation work needed to return assessed properties to active reuse

Project Contact: Ralph Booker, City Planner  
City of Plymouth  
124 N. Michigan Road Plymouth,  
IN 46563  
[agbooker@embarqmail.com](mailto:agbooker@embarqmail.com)

**Project Period:** October 1, 2014 – September 30, 2017

## I. BACKGROUND AND OBJECTIVES

The United States Environmental Protection Agency (USEPA) has awarded the City of Plymouth Coalition (Coalition) a Brownfields Assessment Cooperative Agreement (CA) for the assessment of properties community-wide in the City of Plymouth, Indiana, the Town of Bourbon, and Marshall County, Indiana. The CA includes \$600,000. These funds will be used to inventory and investigate the historic uses of the properties; determine the type, severity, and extent of contaminants; and develop remedial alternatives that will allow for safe and viable reuse of the properties. The CA will also allow the city to provide public outreach to provide an opportunity to receive input from stakeholders and encourage the identification, remediation, and redevelopment of contaminated properties. The tasks and budget for the CA are described in this work plan.

The City of Plymouth, as lead for the Coalition, with its coalition partners Town of Bourbon and Marshall County totals approximately 450 square miles in north-central Indiana. The population of the Coalition areas is a combined 47,051 (2010 US Census). The Coalition's geographic location consists of all of Marshall County, and is comprised of smaller towns spread throughout the (mostly agricultural) county, and in proximity to bodies of water such as the Yellow River, Tippecanoe River, Lake Maxinkuckee, and Koontz Lake. Marshall County is located in North Central Indiana, approximately an hour drive southeast of Lake Michigan. The county has a competitive advantage of being centrally located in the Midwest in close proximity to the region's largest markets including Chicago, Indianapolis, and Detroit. Within the communities are several industrial sectors where the Coalition members have a competitive advantage. These core industries currently provide high quality jobs and additional jobs in these sectors will assist in the diversification of the economic base, providing stability for the Coalition's workforce. The core industries include the following: plastics and rubber products, food processing, metals manufacturing, paper, wood and furniture, and transportation/warehousing. Among the greatest of needs in the Coalition area is affordable, mixed used development/housing as indicated in the Marshall County Comprehensive Plan which details the redevelopment needs of the Coalition area; notes the importance of clean, safe, affordable housing; and stresses the need and desire of the citizens for more parks, recreational areas, and greenspace. Many of the businesses in the Coalition communities are in residential areas; however, because of the blight and environmental damages of the area brownfields, residences often remain unoccupied.

For the targeted brownfield properties, lead paint and asbestos are a legitimate concern. As suggested in the Comprehensive Plan, affordable housing should be located within existing communities where necessary shopping, services and employment are readily available. Where possible, brownfield redevelopment will help to serve the need for housing by acting as the catalyst to redevelopment.

The Coalition area has made significant investment in infrastructure which will help revitalize existing industry and attract new businesses in these core industries, bringing jobs, higher wages, diversification of the economic base, and stability to the Coalition area workforce. One such investment is the recently approved Metronet fiber optic network which will soon expand into the Coalition area, giving existing and new businesses the competitive advantage necessary to succeed in a global market.

## **II. PROJECT OUTPUTS/OUTCOME:**

The Coalition's goals and anticipated outcomes for this grant include:

- 1) Protect and improve environmental conditions and natural resources where residents live and recreate,
- 2) Enhance resident quality of life through the reduction of environmental contaminants and development of parks and greenspace within the city,
- 3) Develop affordable housing, and
- 4) Stimulate commercial and industrial growth.

The Coalition will integrate Livability and Equitable Development Principles into the reuse and redevelopment of brownfield sites and seek not to displace residents historically affected by brownfields.

### III. PROJECT MANAGER PROFILE/BIOGRAPHICAL SKETCH

Mr. Booker works very closely with the City of Plymouth, the Town of Bourbon, Marshall County Commissioners, and surrounding governmental and quasi-governmental organizations. He is an accomplished municipal planner with 8+ years of experience in local government. He also has experience working in other areas of the public sector, including the Purdue University Extension Service where his responsibilities included community development, 4H program youth conservation education including soil and groundwater conservation, and best environmental management practices. Mr. Booker retired as a Lieutenant Colonel in the U.S. Army Reserves as an instructor in officer development where he regularly taught and spoke publically. He has worked on many grant projects in his tenure in local government administration.

### IV. TECHNICAL REPORTING

The City of Plymouth will complete quarterly reports, ACRES entries, semi-annual reports, and Annual Financial Status Reports as required by the Cooperative Agreement and the EPA within required timeframes.

### V. PROJECT SPECIFIC ACTIVITIES

Once the U.S. EPA CA is executed by the City of Plymouth and the EPA, the Coalition will identify, evaluate, and select target properties based on the following factors: project readiness and availability of leveraged funds, redevelopment potential, public health risk, and other factors.

Eligibility determinations for hazardous substance sites will be made through the EPA Project Manager. Petroleum sites eligibility will be determined by the Indiana Brownfield Program/Indiana Department of Environmental Management. Each will provide approval of the use of grant funds on a specific site before any assessment work on that particular site begins.

### VI. ENVIRONMENTAL RESULTS

The quantitative environmental results projected to be obtained during assessment activities include 10-15 Phase I ESAs on hazardous substance impacted sites and 4-6 Phase I ESAs on petroleum impacted sites, 8-14 Phase II ESAs on hazardous substance impacted sites and 3-5 Phase II ESAs on petroleum impacted sites, and 4-8 Analysis of Brownfield Cleanup Alternatives and Remedial Action Plans associated with sites assessed and ready for remediation.

The goal of remediation enabled by the proposed activities shall be to reduce contaminant exposure risks to below acceptable levels, thereby directly improving the environmental and public health of the neighborhood and Coalition communities. The environmental/public health benefits of the project include the following goals: protect/improve environmental conditions and natural resources, improve resident quality of life through mitigation of potential health hazards, creating community vibrancy, stimulate economic growth, and reducing urban sprawl by developing affordable housing, and stimulating commercial and industrial growth.

### VII. MANAGEMENT AND COORDINATION

The City of Plymouth will implement, manage, and administer the CA. Ralph Booker will serve as the Project Manager and will be responsible for preparing and submitting all progress reports and other reporting requirements to the U.S. EPA, financial tracking, and proposed grant activities. The city will retain a qualified environmental consultant(s) to assist in managing and performing the CA funded activities. As the Project Manager, Mr. Booker will serve as the liaison between U.S. EPA staff,

stakeholders, and the qualified environmental consultant associated with the projects funded by this CA. He will also be responsible for any coordination needed between the city, coalition partners, and other parties.

VIII. WORK TO BE PERFORMED

The schedule presented below assumes that the CA with the U.S. EPA will be completed and approved by September 30, 2014.

**Task 1: Program Management & Training Support**

Task 1 activities will be completed throughout the cooperative agreement cycle. The city and its coalition partners will prepare a Request for Qualifications (RFQ) and conduct a public solicitation for retaining a qualified environmental consultant to complete the contractual obligations in the tasks outlined herewith. Additionally, the City of Plymouth, the EPA, and the selected environmental consultant will frequently correspond regarding project progress and activities. The selected environmental consultant will work with the Coalition to develop outreach materials to be used as a tool to educate stakeholders on the benefits of the grant and how it can be used as a tool to increase development and economic growth. Quarterly reports and other grant documentation, including but not limited to annual reports and MBE/WBE Utilization reports) will be submitted to the EPA throughout the grant cycle per the requirements of the Cooperative Agreement.

Outputs and outcomes are outlined in the table below:

<b>TASK 1 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>RESPONSIBLE PARTY</b>	<b>COMPLETION DATE</b>
Prepare a Request for Qualifications (RFQ) and conduct public solicitation for retaining a qualified environmental consultant	Statements of Qualifications (SOQ) received from consultants	City of Plymouth & Coalition Partners	September 15, 2014
Select a consultant	Contract between selected consultant and the City of Plymouth	City of Plymouth & Coalition Partners	October 1, 2014
Submit quarterly reports and other documentation to the U.S. EPA required by the CA	Quarterly reports and other documentation	City of Plymouth/Environmental Consultant	First quarterly report submitted by January 30, 2015. Ongoing thereafter.
Develop support and outreach materials to be distributed at public meetings and other locations/events	Outreach materials, support materials, PowerPoint presentations	City of Plymouth/Environmental Consultant	November 15, 2014. Updates and additional material may be developed on an ongoing basis.

**Task 2: Brownfields Inventory & Prioritization**

The Coalition will use the funds allocated in this task to update their respective Brownfield Inventories. Once an environmental consultant is under contract, an initial public meeting will be held to gain public input on properties which may need to be added to the inventory. Public comments will also be used to prioritize the inventoried sites. Sites will be prioritized and screened against Site Eligibility and Property Ownership Eligibility Criteria as well as redevelopment potential and availability of leveraged funding among others.

Outputs and outcomes are outlined in the table below:

TASK 2 ACTIVITIES	DELIVERABLES	RESPONSIBLE PARTY	COMPLETION DATE
Identify brownfield sites, create a draft inventory, prioritize inventory	Create a list of sites for assessment/investigation consideration	City of Plymouth/Environmental Consultant	January 15, 2015 draft inventory completion. Inventory will continue to be revised throughout the CA period.
Hold initial public community meeting to gain input on inventory	Meeting minutes (with public comments), notes, sign-in sheets, and agendas as applicable.	City of Plymouth/Environmental Consultant	December 31, 2014
Site eligibility determinations	Eligibility determination requests	City of Plymouth/Environmental Consultant	First eligibility determination estimated to be requested by January 15, 2015. Ongoing thereafter.

**Task 3: Phase I Environmental Site Assessments (ESAs)**

Phase I Environmental Site Assessments will be performed on key sites throughout the Coalition area. Areas of focus will include those already determined in the inventory as high priority sites. The Phase I Assessments will be compliant with All Appropriate Inquiry (AAI) and ASTM E-1527-13. The Coalition partners and the environmental consultant will prepare appropriate Federal site eligibility determination request forms and eligibility determinations by EPA will be completed prior to the performance of Phase I ESAs.

Outputs and outcomes are outlined in the table below:

TASK 3 ACTIVITIES	DELIVERABLES	RESPONSIBLE PARTY	COMPLETION DATE
Conduct Phase I ESAs	Phase I ESA report	Environmental Consultant	Ongoing throughout the CA period

Complete Property Profile in ACRES for assessed sites	Property Profile Form	City of Plymouth/Environmental Consultant	Ongoing throughout the CA period
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**Task 4: Phase II ESAs**

After an environmental consultant is under contract, a Pre-QAPP conference call will be scheduled and conducted. The environmental consultant will prepare the QAPP in accordance with EPA requirements. The Coalition will work with the EPA to develop and approved QAPP within 90 days of the grant award. The Coalition understands that costs related to sampling, analysis, and data collection cannot be incurred until the QAPP is approved by the EPA.

Following the completion of a Phase I ESA at a targeted property, the Coalition may choose to use assessment funds to continue assessment of a property by contracting with an environmental consulting firm to conduct Phase II ESAs. Phase II ESAs will be completed to assess recognized environmental conditions identified in the Phase I Assessments. Phase II Assessment activities are likely to include soil and groundwater sampling, and may include magnetic and other geophysical surveys, trenching to confirm anomalies, and asbestos sampling. All sampling activities and fieldwork performed during the Phase II Assessments will be performed in accordance with Indiana Department of Environmental Management (IDEM) guidelines and as directed by the Indiana Brownfields Program, IDEM, and/or the EPA. All of the appropriate programmatic documentation including the Quality Assurance Project Plan (QAPP) and EPA approved eligibility determinations and Sampling and Analysis Plans (SAPs) will be submitted to and approved by the EPA Project Manager prior to the performance of Phase II Assessment activities.

Courts in Indiana have consistently ruled that many general liability policies cover damages resulting from release of petroleum and hazardous materials. Using EPA Assessment Grant funding to establish the presence of contamination will help trigger viable insurance policies to fund further investigation and cleanup of environmental damages. The Coalition will make every effort to apply this funding source to all eligible sites. The funding is only limited by insurance policy dollar caps (often \$1M for each year of coverage). This funding has been successfully used on both publically and privately owned sites in Indiana. This success will continue with EPA Brownfields Assessment Grant funds by aggressively pursuing insurance funding on all applicable properties where contamination is identified. Often, property owners don't have adequate records of insurance coverage, and insurance archeology (searching for insurance records) is necessary to identify policies. The Coalition will use grant funds to search for these policies to maximize the likelihood of successfully identifying coverage and securing this source of leveraged funds.

Outputs and outcomes are outlined in the table below:

<b>TASK 4 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>RESPONSIBLE PARTY</b>	<b>COMPLETION DATE</b>
Pre-QAPP conference call and QAPP preparation	Draft QAPP Final QAPP	Environmental Consultant	Draft QAPP submitted to the EPA by December 1, 2014
Prepare Sampling and Analysis Plan(s)	SAPs	Environmental Consultant	On a site-specific basis throughout the grant cycle
Prepare Health and Safety Plan(s)	HASPs	Environmental Consultant	On a site-specific basis throughout the grant cycle
Complete Phase II ESA field work	None	Environmental Consultant	On a site-specific basis throughout the grant cycle
Complete Phase II reports	Phase II ESA report	Environmental Consultant	On a site-specific basis throughout the grant cycle
Update Property Profile in ACRES as appropriate	Updated Property Profile Form	City of Plymouth/Environmental Consultant	On a site-specific basis throughout the grant cycle
Complete Insurance Archeology	Identify the presence liability insurance coverage on a site	Environmental Consultant	On a site-specific basis throughout the grant cycle

***Task 5: Clean-up Planning & Health Monitoring:***

The Coalition may use grant funds to complete Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs) associated with sites assessed and ready for remediation. In the evaluation of remedial alternatives, the environmental consultant will review known contamination (sources and extents) based on Phase II ESA data and evaluate potential exposure pathways based on the potential future use(s) of the site. This information will be used to establish the cleanup goals for the proposed remediation. RAPs will include a feasibility analysis that includes alternatives designed to meet the project objectives. Each alternative will be evaluated for effectiveness, feasibility to implement, and cost. The cleanup method selected will be based on this analysis. Cleanup planning will include an evaluation of potential remedial techniques, determination of appropriate cleanup goals, identification of probable costs and planning and application for additional funding. Additionally, funds from this task will be used to obtain Site Status Letters and Comfort Letters from the Indiana Brownfield Program to provide site closure and comfort to prospective brownfield property purchasers.

Outputs and outcomes are outlined in the table below:

<b>TASK 5 ACTIVITIES</b>	<b>DELIVERABLES</b>	<b>RESPONSIBLE PARTY</b>	<b>COMPLETION DATE</b>
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Prepare Remedial Action Plans	Draft RAP(s) Final RAP(s)	Environmental Consultant	Ongoing throughout the CA period
Prepare Analysis of Brownfield Cleanup Alternatives	Draft ABCA(s) Final ABCA(s)	Environmental Consultant	Ongoing throughout the CA period
Indiana Brownfield Program Site Status Letter and/or Comfort Letter	SSL/CL	Environmental Consultant	Ongoing throughout the CA period

**Task 6: Community Outreach & Involvement:**

Involvement of key stakeholders and the general public is integral for a successful brownfield redevelopment program. Plymouth will use funds allocated in this task to take public input on plans and progress of investigation and cleanup activities, and to market sites for future development. The associated costs will fund the preparation and execution of community outreach programs and meetings as well as the costs to prepare, print and mail project and site information and marketing documents.

In addition, the Coalition will leverage its social media platforms, earned media and other low-cost, no-cost or in-kind methods to engage the community. The Coalition will hold six public meetings throughout the grant period. The selected environmental consultant will assist the city in the public meetings by preparing presentations and providing expertise in informing the public of funding and investigation process. Outputs and outcomes are outlined in the table below:

TASK 6 ACTIVITIES	DELIVERABLES	COMPLETION DATE
Hold 6 community meetings	Meeting minutes, notes, sign-in sheets, and agendas as applicable	Initial public meeting by December 31, 2014, then, ongoing throughout the CA period

**IX. QUALITY ASSURANCE**

It is the intent of the City of Plymouth to complete all data collection and laboratory analyses to the quality standards required by the U.S. EPA. Upon procurement of a technical consultant, that entity will prepare a Quality Assurance Project Plan in accordance with U.S. EPA 540-R-98-038 (9/98) Quality Assurance Guidance for Conducting Brownfields Site Assessments. This plan will be approved by U.S. EPA prior to commencement of Phase II ESA field efforts.



X. BUDGET

**Projected Budget for Assessment Work Related to the EPA Assessment Grant:**

HAZARDOUS SUBSTANCES							
Budget Categories (programmatic costs only)	Task 1: Program Management & Training Support	Task 2: Brownfield Inventory & Prioritization	Task 3 Phase I ESAs	Task 4 Phase II ESAs	Task 5: Clean-up Planning & Health Monitoring	Task 6: Community Outreach & Involvement	Budget Category Total
Personnel							
Fringe Benefits							
Travel	\$3,000						\$3,000
Equipment							
Supplies	\$1,000					\$1,000	\$2,000
Contractual*	\$2,500	\$9,000	\$37,000	\$364,000	\$27,500	\$5,000	\$445,000
<b>Subtotal (Haz)</b>	<b>\$6,500</b>	<b>\$9,000</b>	<b>\$37,000</b>	<b>\$364,000</b>	<b>\$27,500</b>	<b>\$6,000</b>	<b>\$450,000</b>
PETROLEUM PRODUCTS							
Budget Categories (programmatic costs only)	Task 1: Program Management & Training Support	Task 2: Brownfield Inventory & Prioritization	Task 3 Phase I ESAs	Task 4 Phase II ESAs	Task 5: Clean-up Planning & Health Monitoring	Task 6: Community Outreach & Involvement	Budget Category Total
Personnel							
Fringe Benefits							
Travel	\$1,500						\$1,500
Equipment							
Supplies	\$500					\$500	\$1,000
Contractual*	\$1,500	\$3,500	\$15,000	\$114,500	\$10,000	\$3,000	\$147,500
<b>Subtotal (Pet)</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$15,000</b>	<b>\$114,500</b>	<b>\$10,000</b>	<b>\$3,500</b>	<b>\$150,000</b>

\*In accordance with federal procurement guidelines (40 CFR 31.36, or for non-profits, with 40 CFR 30.40 through 30.48), the city will follow its municipal/county process, compliant with Indiana Code (IC 5-16-11.1 and IC 36-1-12) for bidding/awarding contracts.

**Budget Detail:**

**Task 1: Program Management & Training Support** – \$10,000 – A total of \$4,500 (\$3,000 for hazardous substances and \$1,500 for petroleum) in expenses is estimated for travel to regional and national meetings for periodic training and program management assistance and will be funded by this portion of Task 1. In addition, a total of \$1,500 in supplies for support materials needed (such as office supplies & printing related to community outreach materials) has been allocated to this portion of Task 1. The Coalition and its consultant will need to call, meet and correspond with U.S. EPA staff to manage the grant’s cooperative agreement. \$4,000 of the Task 1 budget has been allocated to contractual and will be completed by the selected environmental consultant.

**Task 2: Brownfields Inventory & Prioritization** – \$12,500 (\$9,000 for hazardous substances and \$3,500 for petroleum) – The Coalition will use the funds allocated in this task to update their respective brownfield inventories. An initial public meeting will be held in first the six months of the grant period to gain public input on properties which may need to be added to the inventory. Public comments will also be used to prioritize the inventoried sites. The Coalition’s redevelopment plans may be updated based on the findings of the revised inventory which outlines priority ranking criteria, cleanup options and strategies, and end-use options for those brownfield sites. Finally, the costs associated with site eligibility determinations will be included in this task. All Task 2 funds are allocated as contractual and will be completed by the selected environmental consultant.

**Task 3: Phase I Environmental Site Assessments (ESAs)** - \$52,000 (\$37,000 for hazardous substances and \$15,000 for petroleum) – The Coalition will contract Phase I Environmental Site Assessment (ESA) activities on key sites throughout the Coalition Region. All Phase I ESAs will

be conducted in accordance with the ASTM standard for Phase I ESAs (E1527-05 & E1527-13) and the All Appropriate Inquiry (AAI) rule. It is estimated that the costs for completing Phase I ESAs will range from \$2,500 to \$3,500 per site depending on the complexity of the sites. The estimated outputs from Task 3 will include 10-15 Phase I ESAs on hazardous substance impacted sites and 4-6 Phase I ESAs on petroleum impacted sites.

**Task 4: Phase II ESAs /Site Investigations/Geophysical Surveys** – \$478,500 (\$364,000 for hazardous substances and \$114,500 for petroleum) – The Coalition will contract for approved work plans, field activities, and reports, which will be reviewed by EPA and the Indiana Brownfields Program or the IDEM Voluntary Remediation Program staff consistent with the IDEM Remediation Closure Guide (RCG), as appropriate. These activities may include geophysical surveys to locate buried tanks, initial Phase II ESAs; and delineation of soil and ground water contamination. It is estimated that the costs for completing Phase II ESAs will range from \$25,000-\$45,000 per investigation depending on the complexity of the sites and the environmental conditions identified in the preceding Phase I ESAs. The estimated outputs for Task 4 will include 8-14 Phase II ESAs on hazardous substance impacted sites and 3-5 Phase II ESAs on petroleum impacted sites.

**Task 5: Clean-up Planning & Health Monitoring**: \$37,500 (\$27,500 for hazardous substances and \$10,000 for petroleum) – The Coalition will commit funds from this task to complete 4-8 Analysis of Brownfield Cleanup Alternatives and Remedial Action Plans associated with sites assessed and ready for remediation. Many contaminated sites pose a potential risk to neighbors through various exposure pathways. For sites with confirmed contamination, an assessment of the impact to human health may also be conducted for neighboring properties, and/or properties nearby that are on ground water wells. If hazardous vapor intrusion is determined to be a concern, the indoor air, sub-slab, and soil gas of neighboring properties may be sampled to measure the presence of dangerous vapors.

**Task 6: Community Outreach & Involvement**: \$9,500 (\$6,000 for hazardous substances and \$3,500 for petroleum) – Involvement of key stakeholders and the general public is integral for a successful brownfield redevelopment program. The Coalition will use the funds allocated in this task to facilitate community outreach and involvement. The associated costs will fund coordinating/conducting community outreach programs and meetings as well as the costs to prepare, print and mail project and site information and marketing documents. These tasks will provide information and take input on the plans and progress of brownfield investigation and cleanup planning activities to the general public as well as marketing sites for future development. The Coalition will hold a minimum of six public meetings throughout the grant period to update the community on the brownfield assessment progress and to seek public input and involvement. The associated costs will fund coordinating and conducting community outreach programs and meetings as well as the costs to prepare, print and mail project and site information and marketing documents. \$500 in Task 6 funds have been allocated to supplies which include the following:

- \$100 Public notices
- \$75 Paper
- \$75 Postage
- \$250 Printer cartridges

The balance of the Task 6 funds (\$2,000) are allocated to contractual and will be completed by the selected environmental consultant.

Board Members Smith and Grobe moved and seconded to approve the contract as proposed. The motion carried.

Surrisi presented Resolution No. 2014-640, A Resolution of the Board of Public Works and Safety to Declare Certain EMS Bills Delinquent and Uncollectible.

Board Members Grobe and Smith moved and seconded to adopt Resolution No. 2014-640, A Resolution of the Board of Public Works and Safety to Declare Certain EMS Bills Delinquent and Uncollectible. It passed by roll call vote.

AYES:	Senter, Grobe and Smith
NAYS:	None
ABSENT:	Culp and Ecker

Clerk-Treasurer Xaver explained that when the members approve the claims, they will need to include the 75% payment of the contract to Morris Roofing as requested by Street Superintendent Marquardt, since it is not currently included on the docket.

Board Members Smith and Grobe moved and seconded to allow the salaried payroll for December 1-15, 2014, and the claims for December 29, 2014 as entered in Claim Register #2014 as well as the claim for Morris Roofing for 75% of their contract for the work on the street department roof, in the amount of \$163,250.30. The motion carried.

There being no further business to discuss, Members Grobe and Smith moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 6:30 p.m.

S/Jeanine M. Xaver  
Clerk-Treasurer

APPROVED:

S/Mark Senter  
Mayor