

Be it Remembered that the Common Council of the City of Plymouth, Indiana, met in regular session on January 12, 2015. The meeting was held in the Council Chambers of the City Building, 124 N. Michigan Street, Plymouth, Indiana. The meeting was called to order at 6:30 p.m.

Mayor Senter led the Pledge of Allegiance and Councilman Delp offered prayer.

Mayor Senter presided for Council Members Delp, Culp, Ecker, Smith and Grobe. City Engineer Gaul, City Attorney Surrisi and Clerk-Treasurer Xaver were also present.

Councilmen Delp and Grobe moved and seconded to approve the minutes of the last regular meeting of December 29, 2014, as well as the minutes of the executive session of December 8, 2014 and December 29, 2014, and to dispense with reading them since they have been reviewed and found to be correct. The motion carried.

Councilmen Smith and Ecker moved and seconded to nominate Councilman Delp as President Pro Tempore. The motion carried with Councilman Delp abstaining.

Councilmen Smith and Ecker moved and seconded to retain 6:30 p.m. on the second and fourth Mondays of each month as the regular meeting dates and time for the Common Council, except for May 25th, when the meeting shall be moved to May 26th. The motion carried.

City Attorney Surrisi presented the 2015 Agreement for Transportation Services:

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this ____ day of January, 2015, 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, 2015 to December 31, 2015. Unless renewed by the City at least sixty [60] days prior to December 31, 2015, the same shall be terminated at that date and shall be of no further force and effect. In addition thereto, 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.

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, Secretary,
Board of Public Works & Safety and
Clerk-Treasurer, City of Plymouth

Councilmen Culp and Grobe moved and seconded to approve the agreement as presented, including the \$8,000 payment. The motion carried.

Surrisi presented the following Agreement to Provide Election Administration Services with the Marshall County Election Board:

MARSHALL COUNTY ELECTION BOARD
AGREEMENT TO PROVIDE ELECTION
ADMINISTRATION SERVICES

WHEREAS, IC 3-6-5-14 vest with the County Election Board the power and responsibility to conduct all elections and administer election laws with the county except as provided in IC 3-8-5 and IC 3-10-7;

WHEREAS, the City of Plymouth desires that the Marshall County Election Board conduct said election:

Now, therefore, it is agreed as follows:

The Marshall County Election Board shall conduct the City of Plymouth election for 2015. The City of Plymouth shall pay the County of Marshall for the election and registration services approximately \$2006.25 per election. Final billing will be provided post-election. Payment shall be made to the Marshall County Auditor on or before January 31, 2016.

City of Plymouth

Marshall County Election Board

Dated: _____

ATTEST: City Clerk-Treasurer

Dated: _____

Councilmen Smith and Culp moved and seconded to approve the agreement as presented. The motion carried.

Surrisi reported that at the next meeting he expects to ask the council's approval to appoint alternates to the Board of Zoning Appeals, as allowed by state statute. He said that it would be helpful if those alternates were also members of the plan commission, so that they would already be in attendance if there is not a quorum of the BZA. He said that he will talk to members of the plan commission and report back to the council.

Councilman Delp voiced concern about the pole building being constructed at 109 Baker Street. He said that it is a residential district and the building does not conform to the neighborhood; there are several neighbors who are displeased with the construction because it looks like a pole barn. Delp said that the owner said that he is going to put a porch around the front and down part of the west side; two 3' x 4' windows; and wainscoting up as high as the railing on the porch, but the rest of the house will have vertical siding. Delp said that the garage will house is RV and his pontoon. He said that the neighbors are concerned about their property values dropping. Delp said that the owner is going to finish the inside of the home himself, but it will take him two or three years to do so.

City Attorney Surrisi said that he would research the possibility of aesthetics of buildings.

It was noted that Rochester restricts pole buildings.

Marshall County Economic Development Commission Director Jerry Chavez addressed the council with the MCEDC Strategic Plan.

Mayor Senter offered the privilege of the floor to audience members. No one accepted.

REGULAR SESSION, COMMON COUNCIL, JANUARY 12, 2015

Surrisi announced a kick off meeting for the Brownsfields Grant on January 15, 2015 at 7:00 pm in the Marshall County Commissioners meeting room. The purpose of the meeting is to find additional properties that might qualify for clean up through the grant.

Mayor Senter introduced Josh Walker to the members.

Councilmen Ecker and Delp moved and seconded to accept the following communications: Minutes of the Board of Public Works and Safety meeting of December 29, 2014; Minutes of the Park and Recreation meeting of December 1, 2014; and the Clerk-Treasurer's Financial Statement for December 31, 2014. The motion carried.

There being no further business to discuss, Ecker and Smith moved and seconded to adjourn the meeting. The motion carried; the meeting was declared adjourned at 7:08 p.m.

S/Jeanine M. Xaver
Clerk-Treasurer

APPROVED

S/Mark Senter, Mayor