

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, DECEMBER 11, 2017

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on December 11, 2017, at 6:00 p.m. in the meeting room of the Plymouth Fire Department, 111 N. Center St., Plymouth, IN.

Mayor Senter presided for Board Members Duane Culp, Shawn Grobe, Jeff Houin and Shiloh Carothers Milner (formerly Shiloh Fonseca). City Attorney Surrisi and Clerk-Treasurer Xaver were also present.

Board Members Culp and Houin moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on November 27, 2017. The motion carried.

Utility Superintendent Davidson requested the board's permission to proceed with advertising to replace a maintenance laborer in the Wastewater Department. Davidson said an employee transferred from the Wastewater Department to the Water Department back in April 2017 and has not been replaced due to the self-imposed hiring freeze. He explained that the effects of that are beginning to show and the department is getting behind. He also notified the board that a current maintenance laborer in the Wastewater Department will be retiring and training for this position takes time.

Houin asked if the intent was to replace both maintenance laborers. Davidson said that he would eventually like to fill both positions.

Board Members Houin and Grobe moved and seconded to approve Davidson's request to begin the hiring process for the maintenance laborer position in the Wastewater Department. The motion carried.

Fire Chief Miller forwarded the following reports to the board members prior to the meeting:

## Plymouth Fire Dept

## Departmental Activity Report

Current Period: 11/01/2017 to 11/30/2017, Prior Period: 01/01/2017 to 11/30/2017

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
<b>EMS Alarm Situations</b>				
No Location Provided	0	0.00	623	1,953.98
	0	0.00	623	1,953.98
<b>Fire Alarm Situations</b>				
Animal problem or rescue	0	0.00	1	1.23
Chemical release, reaction, or toxic	1	0.26	5	16.68
Combustible/flammable spills & leaks	2	7.07	9	33.96
Cultivated vegetation, crop fire	0	0.00	2	24.02
Dispatched and cancelled en route	9	9.46	152	260.26
Electrical wiring/equipment problem	1	3.96	6	35.12
Emergency medical service (EMS) Incident	130	312.95	1,545	4,655.40
Extrication, rescue	0	0.00	1	14.55
False alarm and false call, Other	4	23.86	37	101.25
Fire in mobile property used as a fixed	0	0.00	1	4.12
Fire, Other	0	0.00	9	144.07
Good intent call, Other	1	0.53	9	6.19
Hazardous condition, Other	0	0.00	3	74.60
HazMat release investigation w/no HazMat	0	0.00	2	3.09
Medical assist	11	16.48	95	424.41
Mobile property (vehicle) fire	2	8.63	21	84.92
Natural vegetation fire	1	1.18	19	108.82
Outside rubbish fire	0	0.00	7	10.78
Overpressure rupture, explosion, overheat,	0	0.00	1	0.39
Public service assistance	0	0.00	1	27.89
Rescue or EMS standby	0	0.00	1	4.00
Rescue, emergency medical call (EMS),	0	0.00	2	26.87
Service call, Other	0	0.00	3	5.17
Smoke, odor problem	0	0.00	13	59.13
Special outside fire	0	0.00	1	0.00
Steam, Other gas mistaken for smoke	1	6.17	3	19.22
Structure Fire	0	0.00	26	233.12
System or detector malfunction	0	0.00	13	173.82
Unintentional system/detector operation	0	0.00	9	2.47
Water or ice-related rescue	0	0.00	1	8.33
Wrong location, no emergency found	0	0.00	1	0.00

\* 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.

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Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
<b>Training</b>				
Human Body A&P	0	0.00	2	8.00
Infants & Children	0	0.00	5	20.00
Instructor's Meeting	0	0.00	22	27.00
IV Therapy	0	0.00	13	28.00
Marshall County Fire Association Mtg.	15	15.00	43	57.32
MAYDAY	0	0.00	34	68.00
Medical on-going Assessment	0	0.00	2	8.00
Meical-legal-Ethical issues	0	0.00	2	8.00
Neurological Emergencies	0	0.00	4	16.00
Obstetrics	0	0.00	3	12.00
P H T L S	0	0.00	8	46.00
PEPP & PALS Hybrid Coarse	0	0.00	3	15.00
Performance Enhancing Products in student	0	0.00	1	1.00
Physical Ability Test	0	0.00	15	45.00
Public Education	0	0.00	12	38.00
Public Fire Ed	0	0.00	3	12.00
Public Relations	0	0.00	95	212.50
Pump Operations	0	0.00	14	32.00
RESCUE TOOLS	0	0.00	15	45.00
RIT/FF CPR	0	0.00	52	86.50
SCBA Testing and Filling Procedures	0	0.00	39	71.00
SEARCH & RESCUE	0	0.00	66	158.00
Shock	0	0.00	9	2,268.00
Spine and Neck Injuries	0	0.00	1	4.00
Splinting	0	0.00	2	8.00
STREET DRUGS	0	0.00	6	12.00
Test and Skills	0	0.00	3	12.00
Tower Prep	0	0.00	4	8.00
Toxicology	0	0.00	3	12.00
Training Lecture	0	0.00	1	4.00
Trauma	1	9.00	24	73.00
Volunteer Fire Business Mtg.	24	32.40	286	411.83
	99	163.40	1,424	5,362.65

**Plymouth Fire Dept**

**Incidents by District (Summary)**

**Alarm Date Between {11/01/2017} And {11/30/2017}**

District	Count	Pct of Incidents	Est Losses	Pct of Losses
001 Argos	2	1.22 %	\$0	0.00 %
002 Bourbon	1	0.61 %	\$0	0.00 %
006 Lapaz	1	0.61 %	\$0	0.00 %
007 Plymouth	121	74.23 %	\$0	0.00 %
011 Center Twp	8	4.90 %	\$0	0.00 %
019 West Twp	21	12.88 %	\$0	0.00 %
12 Argos Paramedic Assist	3	1.84 %	\$0	0.00 %
18 Walkerton Paramedic Assist	6	3.68 %	\$0	0.00 %
<b>Total Incident Count:</b>	<b>163</b>		<b>Total Est Losses:</b>	<b>\$0</b>

## Plymouth Fire Dept

## Departmental Activity Report

Current Period: 11/01/2017 to 11/30/2017, Prior Period: 01/01/2017 to 11/30/2017

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
<b>Fire Alarm Situations</b>				
	163	390.55	1,999	6,563.88
<b>Training</b>				
12 lead Acquisition/transmission	7	14.00	7	14.00
Abulance Opps	0	0.00	3	12.00
Advanced Cardiac Life Support	0	0.00	2	8.00
AEMT Class	2	5.00	4	5.00
Airway Management	0	0.00	16	35.00
Apparatus / Equipment	0	0.00	81	146.00
Apparatus Drafting	0	0.00	4	8.00
Ariel Operations	0	0.00	9	30.50
Bleeding Control	0	0.00	5	10.00
Burns	0	0.00	5	20.00
Class Final	0	0.00	7	26.50
CPR	0	0.00	34	109.00
Documentation	0	0.00	42	74.00
Drug Addiction	0	0.00	2	0.00
Emergency Medical Services	0	0.00	2	8.00
EMS Audit & Review	3	11.00	67	119.00
EMS Skills	0	0.00	74	231.00
EMT-B	0	0.00	14	50.00
ENvironmental Emergencies	0	0.00	7	23.50
Extrication	0	0.00	37	94.00
Farm Injuries	0	0.00	6	6.00
Fire Behavior	0	0.00	48	205.50
Fire Department Organization	19	19.00	19	19.00
Fire Investigation	0	0.00	1	2.50
Forceable Entry	0	0.00	4	14.00
Gas Pipe line Safety	0	0.00	4	11.00
Gastrointestinal Emerg	0	0.00	3	12.00
General Fire Prevention	0	0.00	5	12.00
Geriatric Emergencies	2	8.00	2	8.00
Hazmat Awareness and Operations	22	44.00	32	64.00
Helicopter EMS Orintaion	0	0.00	22	44.00
HIPAA	4	6.00	4	6.00
Rose Test	0	0.00	60	108.00

\* 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.

Miller also asked the Board's permission to authorize Clerk-Treasurer Xaver to prepay invoice #17-00620 in the amount of \$186,806.00 to Crossroads Ambulance Sales & Service LLC prior to the receipt of the 2017 Ford F450 Ambulance Chassis remount. Prepayment is authorized by Ordinance No. 2016-2104. Miller said he would hold the check until he inspects and accepts the vehicle.

Board Members Culp and Milner moved and seconded to authorize the prepayment as presented. The motion carried.

Police Chief Bacon forwarded the following reports to the board members prior to the meeting:

**PLYMOUTH POLICE DEPARTMENT**  
**Activity Report Summary 2017**

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Calls for Service, Complaints, Information	816	750	818	853	868	914	894	943	1,083	868	732		9,539
911 Hang-Up Calls	90	69	87	87	112	106	92	109	104	77	75		1,008
Residential Security Checks	113	183	184	145	58	6	1	1	6	5	2		704
Alarms	58	57	56	55	68	91	49	56	54	61	65		670
Vehicle Checks	17	23	32	25	30	42	27	22	19	21	23		281
Assist Other Agencies	5	8	10	11	12	6	6	10	7	10	5		90
Animal Complaints	20	17	19	25	22	37	35	17	24	19	20		255
Traffic Stops	334	399	439	237	339	390	344	509	408	424	435		4,258
Citations Issued	148	271	317	141	154	213	133	295	232	207	294		2,405
Accident Reports	33	46	55	42	50	49	33	35	60	51	48		502
Case Reports	135	163	134	110	126	160	132	153	155	118	121		1,507
Arrests	49	74	59	51	42	64	33	47	52	45	54		570
Arrests (Adult)	42	65	49	47	36	55	31	46	43	42	48		504
Arrests (Juvenile)	7	9	10	4	6	9	2	1	9	3	6		66

**PLYMOUTH POLICE DEPARTMENT****Code Enforcement****Activity Report Summary 2017**

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
<b>Tall Grass</b>	0	0	0	0	120	44	55	21	0	0	0		240
Owner Complied	0	0	0	0	110	38	40	12	0	0	0		200
City Action (Mowed)	0	0	0	0	10	6	15	9	0	0	0		40
Action Pending	0	0	0	0	0	0	0	0	0	0	0		0
<b>Abandoned or Junk Vehicles</b>	16	12	4	26	67	45	25	16	11	8	33		263
Owner Complied	15	7	3	17	60	39	22	14	8	7	14		206
City Action (Towed)	1	0	1	0	7	6	3	2	3	0	0		23
Action Pending	0	5	0	9	0	0	0	0	0	1	19		34
<b>Debris/Junk on Property</b>	21	21	8	36	65	22	28	33	6	20	13		273
Owner Complied	14	18	4	26	58	17	21	24	4	15	6		207
City Action (Cleaned)	7	0	2	4	7	5	7	9	0	2	2		45
Action Pending	0	3	2	6	0	0	0	0	2	3	5		21
<b>Fowl/Livestock</b>	0	0	0	0	0	0	0	0	0	0	0		0
Owner Complied	0	0	0	0	0	0	0	0	0	0	0		0
City Action	0	0	0	0	0	0	0	0	0	0	0		0
Action Pending	0	0	0	0	0	0	0	0	0	0	0		0
<b>Signs in Public Right of Way (Removed)</b>						18	34	50	14	22	7		145

City Engineer Gaul presented PW 16-023 Change Order #2 for the Oakhill and Michigan Traffic Signal. The change order is from Michiana Contracting, which results in a decrease of \$5,585.89 for the project. The contract amount before this change order was \$261,646.12 (original contract amount \$261,930.52 less change order #1 in the amount of \$284.40). The total contract amount after this change order is \$256,060.23. Gaul said ultimately less asphalt was used and the contractor was able to save money on the connectors by reconfiguring the wiring. Gaul requested that the board allow Mayor Senter to sign change order #2 and forward it on through the INDOT payment process.

Board Members Houin and Culp moved and seconded to approve the request as presented. The motion carried.

Gaul also presented the results from the Phase II Storm Water NPDES (National Pollutant Discharge Elimination System) Program Public Opinion Survey.



ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of December 2017, 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, 2018 to December 31, 2018. 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.

Surrisi said this agreement verbiage and contracted payments to the Humane Society have remained the same for a number of years and no changes have been made for 2018.

Board Members Grobe and Houin moved and seconded to approve the agreement as presented. The motion carried.

City Attorney Surrisi presented the following 2018 Intergovernmental Agreement Between Marshall County and the City of Plymouth for Planning Services for the board consideration:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARSHALL COUNTY AND THE CITY OF PLYMOUTH FOR  
PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 11th day of December, 2017, by and among the following local governments/political subdivisions, Marshall County, Indiana, hereinafter referred to as "County," acting by and through its Board of Commissioners, and the City of Plymouth, Indiana, hereinafter referred to as "City," acting by and through its Mayor.

WITNESSETH:

WHEREAS, the County has established a County Plan Commission and a County Board of Zoning Appeals each of which is comprised of members appointed pursuant to the requirements of the Indiana Code; and

WHEREAS, the County has established a Planning Office led by the County Plan Director, a full-time employee who handles the day-to-day planning work of the County and who advises and assists the County Plan Commission and the County Board of Zoning Appeals in addressing all matters that come before those bodies; and

WHEREAS, the City has similarly established its own City Plan Commission and City Board of Zoning Appeals and wishes to contract with the County for the provision of day-to-day planning services, advice, and assistance through the County Plan Director; and

WHEREAS, the County and City agree that by contracting for such services there are mutual benefits and efficiencies to be gained by both parties and by the citizens of their respective jurisdictions; and

WHEREAS, the County and City intend this Agreement as an interlocal cooperative agreement for services, pursuant to Indiana Code § 36-1-7-2(b) and Indiana Code § 36-1-7-12, which does not require administration of the Agreement by a separate legal entity or joint board, nor does it require the approval of the Indiana Attorney General.

NOW, THEREFORE, the County and the City mutually agree to the following terms and conditions:

1. The County agrees to provide the City with the following planning services, all of which are to be performed by the County Plan Director during regular County business hours:
  - A. Review all pending matters before the Plymouth Board of Zoning Appeals ("BZA") and Plymouth Plan Commission ("Plan Commission");
  - B. Provide consultations as required with members of the BZA, members of the Plan Commission, City Attorney, the Mayor and other representatives of the City with regard to matters presently pending or which have been pending before the BZA or Plan Commission;
  - C. Prepare written staff reports with maps, in a format suitable for printing by City personnel, for the BZA, Plan Commission and the City's Common Council with regard to all planning and zoning matters pending before said bodies. Generate address labels for neighbors within 300' of the petitioned property and provide such labels, in a format suitable for printing, to the Recording Secretary of the Plan Commission;
  - D. Offer advice and work on subdivision and zoning ordinances for the City, including the Comprehensive Plan, and assist with matters involving annexation
  - E. Aid and assist the City and its officials with regard to planning and/or zoning matters;
  - F. Provide assistance to the City Engineering Department in keeping the City zoning map up-to-date;

- G. Give all recommendations from the Plan Commission and BZA to the Common Council in written form;
  - H. Assist the Plan Commission Recording Secretary with all legal advertisements for the Plan Commission and BZA;
  - I. Perform such other miscellaneous tasks as required by the Mayor, the City Attorney or the members of the BZA, Plan Commission or Common Council.
2. To the extent applicable the services set forth in paragraph 1 above are to be performed on County computers or systems. However, to the extent printing or other data output is required, such materials are intended to either be provided to City personnel for printing or output on City equipment or facilities, or necessary and appropriate office supplies or materials are to be provided by the City to the County for printing or output on County equipment or facilities.
3. The County and the City agree that the services set forth in paragraph 1 above are to be performed solely by the County Plan Director. The parties do not contemplate the use of other County personnel in the performance of such services.
4. The City agrees to pay the County on a quarterly basis from the City's General Fund Building Commission Department. It is agreed that the total amount for the term of this Agreement shall be Three Thousand Nine Hundred Ninety-Four Dollars and Zero Cents (\$3,994.00), paid in two quarterly payments of One Thousand Nine Hundred Ninety-Seven Dollars and Zero Cents (\$1,997.00).
5. It is understood and agreed that this Agreement shall be binding upon the parties hereto pursuant to its terms and conditions and both parties are duly authorized to enter into, effectuate and carry out the Agreement pursuant to its terms. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party being first had and obtained.
6. It is understood and agreed that the effective date of this Agreement shall be January 1, 2018, and that this Agreement shall be in full force and effect through June 30, 2018.
7. Notwithstanding, paragraph number 5 above, either party to this Agreement may terminate this Agreement, with or without cause, by giving the other party ninety (90) days written notice that the party wishes to terminate this Agreement.

IN WITNESS WHEREOF, the parties now execute this Intergovernmental Agreement between Marshall County and the City of Plymouth for Planning Services.

Surrisi said there has been an update to this agreement and the agreement that is directly in place with Plan Consultant Ralph Booker. Traditionally the city has contracted with the county to allow Ralph Booker, an employee of the county, to conduct city-related tasks for the Plymouth Plan Commission and Plymouth Board of Zoning Appeals while at work during county hours. Half of the planning services are paid to the county for hours worked while on county time and the other half is paid directly to Mr. Booker for hours spent outside normal county business hours. However, Mr. Booker has announced that he will retire in June 2018, therefore this agreement with Marshall County is only set for a 6-month period. A replacement has not yet been announced and Mr. Booker has expressed that he would like to continue consulting services directly with the City of Plymouth. Therefore, after June 2018, the full plan consultant fees will be paid directly to Ralph Booker, which the proposed planning services agreement with Ralph Booker reflect, rather than half to the county and half to Booker.

Houin asked if Booker will still have access to the resources he is currently using at the county. Surrisi said no, but feels the public GIS information will be sufficient for the cases. He said the details are still being worked out.

Board Members Houin and Culp moved and seconded to approve the agreement as presented. The motion carried.

Surrisi presented the following proposed 2018 Planning Services Agreement with Ralph Booker for the board's consideration:

### **AGREEMENT FOR PLANNING SERVICES**

This Agreement made and entered into by and between CITY OF PLYMOUTH, a municipal corporation of the State of Indiana acting by and through its duly elected public officials hereinafter referred to as "City" and RALPH BOOKER, of Marshall County, Indiana, hereinafter referred to as "Planner"

#### WITNESSETH:

WHEREAS, the City is desirous of hiring a Plan Consultant, referred to herein as "Planner," for purposes of providing planning consultation services on various planning matters which come before said City; and

WHEREAS, the parties desire to set forth the specific duties and responsibilities of said Planner.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions hereof, the parties hereto mutually agree as follows:

1. **SERVICES TO BE PERFORMED**

From January 1, 2018 through June 30, 2018, Planner agrees to furnish and perform the following planning services for City, with both parties acknowledging that said services shall generally occur in the evening hours and in any event after 4:00 p.m. local time:

- A. Attend all meetings of the Plan Commission, Board of Zoning Appeals ("BZA") and Common Council when matters are pending before such bodies of a planning or zoning nature. Provide such bodies advice and consultation at such meetings regarding all matters then before the bodies. Make oral presentations at such meetings regarding the Planners opinions and recommendations regarding all matters then before the bodies. Perform such other miscellaneous tasks as required by the Mayor, the City Attorney or the members of the BZA, Plan Commission or Common Council at such meetings.

From July 1, 2018 through December 31, 2018, Planner agrees to furnish and perform the planning services described in subsection A. above, as well as the following, at any time of day:

- B. Review all pending matters before the Plymouth Board of Zoning Appeals ("BZA") and Plymouth Plan Commission ("Plan Commission");
- C. Provide consultations as required with members of the BZA, members of the Plan Commission, City Attorney, the Mayor and other representatives of the City with regard to matters presently pending or which have been pending before the BZA or Plan Commission;
- D. Prepare written staff reports with maps, in a format suitable for printing by City personnel, for the BZA, Plan Commission and the City's Common Council with regard to all planning and zoning matters pending before said bodies. Generate address labels for neighbors within 300' of the petitioned property and provide such labels, in a format suitable for printing, to the Recording Secretary of the Plan Commission;

- E. Offer advice and work on subdivision and zoning ordinances for the City, including the Comprehensive Plan, and assist with matters involving annexation;
  - F. Aid and assist the City and its officials with regard to planning and/or zoning matters;
  - G. Provide assistance to the City Engineering Department in keeping the City zoning map up-to-date;
  - H. Give all recommendations from the Plan Commission and BZA to the Common Council in written form;
  - I. Assist the Plan Commission Recording Secretary with all legal advertisements for the Plan Commission and BZA;
  - J. Perform such other miscellaneous tasks as required by the Mayor, the City Attorney or the members of the BZA, Plan Commission or Common Council.
2. COMPENSATION FOR PLANNING SERVICES  
The City agrees to pay Planner on a monthly basis from the General Fund Building Commission Department. It is agreed that the total amount for the 2018 calendar year shall be Eleven Thousand Eight Hundred Forty-One Dollars and Zero Cents (\$11,841.00), paid in monthly payments of Nine Hundred Eighty-Six Dollars and Seventy-Five Cents (\$986.75).
3. BINDING AGREEMENT.  
It is understood and agreed that this Agreement shall be binding upon the parties hereto pursuant to its terms and conditions and both parties are duly authorized to enter into, effectuate and carry out the Agreement pursuant to its terms. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party being first had and obtained.
4. TERM.  
It is understood and agreed that the effective date of this Agreement shall be January 1, 2018, and that this Agreement shall be in full force and effect for the entire calendar year of 2018.
5. TERMINATION.  
Notwithstanding, paragraph number 4 above, either party to this Agreement may terminate this Agreement, with or without cause, by giving the other party thirty (30) days prior notice that the party wishes to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11<sup>th</sup> day of December, 2017.

Board Members Houin and Milner moved and seconded to approve the agreement as presented. The motion carried.

Clerk-Treasurer Xaver presented the following request:

To place a dumpster in the parking spaces on Washington Street, north of the Brass Rail, from January 2, 108 until approximately January 20, 2018 during renovation process at the restaurant. Dumpster will be placed and maintained by Eric Sims. S/ Dave Langdon, 225 N Michigan St, 574-936-7004

The applicant was not present and the board was unsure how many parking spaces they were wanting to occupy. Houin said his understanding is that the renovation will be extensive and the restaurant will be closed during this period of time.

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Board Members Houin and Grobe moved and seconded to approve the request as presented. The motion carried.

Roy Roush addressed the board to express continued concerns for ruts that continue to form between 2312 and 2400 W Jefferson Street whenever it rains. City Engineer Gaul said he and Street Superintendent Marquardt discussed this several years ago. He said the problem with making this a solid surface is that the problem then continues down to the bottom of the hill and as you attempt to fix each problem area, more pop up on property not controlled by the city. Mayor Senter said that he will follow up with Superintendent Marquardt and get back with Mr. Roush.

Board Members Houin and Milner moved and seconded to allow the payroll for December 15, 2017, and the claims for December 11, 2017, as entered in Claim Register #2017. The motion carried.

There being no further business to discuss, Members Milner and Houin moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 6:26 p.m.

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Jeanine M. Xaver, IAMC, CMC  
Clerk-Treasurer

APPROVED:

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Mark Senter  
Mayor

The following requests were forwarded to the proper committee to act:

11/30/2017 - Tree Request: tree – split – needs removed. S/ Bruce Cook, 1105 Lake Ave, 936-3016

12/5/2017 - Tree Request: There are 2 trees in the backyard on 226 William Street. Some branches/limbs hang close to electrical wires. Snow and frost may pull the limbs down. S/ Diane Lyons, 226 William St, 952-2975