

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on November 23, 2015, at 6:00 p.m. in the Council Chambers of the City Building, 124 N. Michigan St., Plymouth, IN.

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

Board Members Ecker and Grobe moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on November 9, 2015 as presented since they have been reviewed and found to be correct. The motion carried.

Fire Chief Miller notified the Board that newly hired firefighter, Jesus Garcia, will begin full time employment on Tuesday, November 24, 2015.

City Attorney Surrisi presented the Animal Control Services Agreement.

#### ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of November, 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, 2016 to December 31, 2016. Unless renewed by the City at least sixty [60] days prior to December 31, 2016, 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.

Chief Bacon stated that since instituting this agreement several years ago, everything has been running smoothly in regards to this agreement.

Board Members Smith and Ecker moved and seconded to approve the Animal Control Services Agreement. The motion carried.

City Attorney Surrisi discussed the research he has conducted regarding Mark Kozuch's tabled request from the November 9, 2015, meeting about potentially establishing a quiet zone for railroad traffic through Plymouth. Surrisi noted that he has contacted MACOG and learned that improvements to the existing crossroads must be in place prior to the federal government approving the project. At this point, these improvements would be at the City's cost, however additional research is being conducted to see if grant monies or other sources of funding are available.

City Attorney Surrisi discussed a letter he received from Nelson Law Group LLC regarding environmental remediation at 200 S. Michigan Street, the Bowen Printing property. Treatment to the soil has been completed for contaminants that were discovered in the area. SESCO Group has been overseeing the project. They have conducted quarterly monitoring of the groundwater based on the

corrective action plan that was established. During the last testing in June 2015, it was determined that the conditions have improved to satisfactory and it is being recommended that there is no further action from IDEM and closure of the site.

Mandy Metsker presented the following request:

Plymouth Beta Delta chapter of Tri Kappa is requesting that the Tri Kappa banners that were hung in March of 2015, be hung on the lamp posts on Michigan Street for January and February of 2016. January is our birthday month and February is Tri Kappa month in Indiana. Thank you for your consideration. S/ Mandy Metsker, 829 N Michigan St., Plymouth, IN 574-540-9668.

Board Members Culp and Grobe moved and seconded to approve the request. The motion carried.

Salvador Baca presented the following request:

St. Michael Church will conduct a holy procession walk in honor of the Virgin Mary. The walk will take place on December 12, 2015 and we ask for the permission to use the following streets from 4:00 p.m. to 5:00 p.m. Berkley Street, Polk Street, East Jefferson Street and North Center Street. S/ Salvadore Baca, 611 N. Liberty St., Plymouth, IN 574-780-5109.

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

Board Members Smith and Ecker moved and seconded to allow the payroll for November 30, 2015 and the claims for November 23, 2015 as entered in Claim Register #2015. The motion carried.

City Attorney Surrisi discussed the use of guaranteed savings contract for the Wastewater Project. Surrisi reminded the Board the Midwestern Engineering was hired to design the Wastewater Master Plan. Out of that came recommendation for a good deal of improvements at the Wastewater Treatment Plant. The estimated cost of the improvements is \$9.8 million and the City is looking to issue bonds in the spring or summer 2016 to finance the improvements. Utility Superintendent Davidson and Mark Sullivan of Midwestern Engineering have discussed and prepared for the improvements to the Wastewater Treatment Plant.

Davidson stated that he and Mr. Sullivan have visited several communities that are currently using this method and have heard only positive feedback. The idea behind the method allows the City to select contractors based on qualifications and proposals. The owner (City of Plymouth), engineers, and contractors all work together to design and apply the best methods as the project progresses. It would be open book pricing with an agreed upon profit margin for the selected, State of Indiana approved contractor. This allows for transparency in the billing process and the potential for savings as the owner, engineer and contractor work together.

Sullivan stated that we are accustomed to design bid builds. This new method allows us to pick contractors based on qualifications rather than blindly opening bids and choosing the lowest bidders, who may in turn come back with multiple change orders during the course of a project. Sullivan reiterated that any savings incurred during the project does go back to the City, not the contractor.

Surrisi said that the next step would be to publish a request for proposals.

Board Member Ecker asked for clarification regarding the Board's responsibility to allow for competitive bidding.

Surrisi noted that in request for qualifications and proposals to the contractors, they must commit to their profit margin. This creates at least one element of competition.

Mike Delp voiced concern over the relationship between the engineer and contractor.

Sullivan explained that the relationship between the engineer and contractor would be minimal. The benefit of this method is mainly the relationship between the City and the contractor.

Board Members Ecker and Smith moved and seconded to authorize the advertisement for requests for qualifications and request for proposals. The motion carried.

There being no further business to discuss, Members Grobe and Culp moved and seconded to adjourn the meeting. The motion carried and the meeting was declared adjourned at 6:44 p.m.

S/Jeanine M. Xaver  
Clerk-Treasurer

APPROVED:

S/Mark Senter  
Mayor