

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on August 12, 2013, at 6:00 p.m. in the Council Chambers of the City Building, 124 N. Michigan St., Plymouth, IN.

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

Board Members Ecker and Smith moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on July 22, 2013, as presented since they have been reviewed and found to be correct. The motion carried.

City Attorney Surrisi referred to the quotes for lighting improvements at the cemetery building that were opened at the last meeting. Two quotes were received, one from Banner Electric in the amount of \$7,475.00 and one from Michiana Contracting in the amount of \$7,469.00. The board members voted to take the matter under advisement. Surrisi said that the quotes were provided to the city's energy consultant, Jack Leicht, who reviewed the quotes and noted that in the initial quote packages that were received, there was more detail provided in the proposal submitted by Banner Electric. Leicht followed up with both quoters; after speaking with Michiana Contracting, he learned that they would be providing essentially the same services and using the same lighting fixtures as Banner. Because that detail was not provided in writing in the submitted quote, Leicht recommended that the quote be awarded to Banner Electric, since their bid was more responsive.

Board Members Smith and Grobe moved and seconded to award the quote to the low bidder, Michiana Contracting, in the amount of \$7,469.00.

Surrisi verified for Board Member Grobe that both quoters were responsive.

Board Member Ecker asked in future quotes that we make sure the contractors quote according to the bid request to minimize this confusion.

The motion to award to quote to Michiana Contracting carried.

Utility Superintendent Davidson presented his monthly reports to the board:

**CITY OF PLYMOUTH WATER DEPARTMENT
Board of Public Works and Safety
JULY 2013 Monthly Report**

PLANT OPERATIONS

Water Treated July– Ledyard Water Treatment Plant	35,995,883 gallons
Water Treated July – Pine Water Treatment Plant	<u>19,639,800 gallons</u>
Water Treated Total	55,635,683 gallons

Water Treated – Daily Average – Ledyard Water Treatment Plant	1,161,158 gallons
Water Treated – Daily Average – Pine Water Treatment Plant	<u>677,234 gallons</u>
Water Treated – Daily Average - Combined	1,838,392 gallons

- Backwashed filters at Ledyard Water Treatment Plant 9 times for a total of 648,000 gallons
- Backwashed filters at Pine Water Treatment Plant 13 times for a total of 786,900 gallons
- Total backwash usage for the month was 1,434,900 gallons

MAINTENANCE WORK ORDERS COMPLETED

- 21 - Ledyard Water Treatment Plant Maintenance
 - Installed communication antenna on north tower and installed new warning light bracket
 - Installed communication antenna on west tower
 - Inspection by Indiana Department of Health on fluoride addition
 - Prepared buildings and doors for painting

- Painted outside buildings
- Variable Frequency Drive installed on Well 3-C and is operational
- 11 – Pine Water Treatment Plant Maintenance
 - Installed communication equipment
 - Prepared and painted filter #1 and #2 man way lids
 - Repaired on outside building security lights
 - Disconnected all light sensors and rewired lights on building
- 14 – Mobile Equipment

WATER SAMPLING

- 10 Distribution system bacteria samples, IDEM required
- 62 Distribution system chlorine residual, IDEM required
- 8 Fluoride samples, ISDH required
- 366 Process control samples and analysis at the Ledyard Water Treatment Plant samples includes Ferrous Iron, Total Iron, Manganese, and Chlorine
- 428 Process control samples and analysis at the Pine Water Treatment Plant samples includes Ferrous Iron, Total Iron, Manganese, and Chlorine

SERVICE

Locates	139
Total Number of Work Orders	136
Service Disconnects	31
Service Disconnects for non-pay	33
Service Reconnects for non-pay	29
“Service Notice” left on door (Blue Tags)	1
“Insufficient Funds Notice” left on door (Pink Tags)	9
New Radio Read / Meter Installations	2
Accuracy checks	33
After Hours Call Outs	0
Meters repaired	0
Hydrants Serviced	0
Hydrants Sandblasted and Painted	0

CONSTRUCTION ACTIVITIES

(4) Curb Stops Replaced/Installed

- 07-15-13 623 Pennsylvania Ave. – Installed new ¾” curb stop, box and rod
- 07-23-13 332 E. Jefferson St. – Replaced ¾” curb stop, box, rod and moved pit out of sidewalk
- 07-23-13 336 E. Jefferson St. – Replaced ¾” curb stop, box and rod
- 07-31-13 324 Marlou Pl. – Replaced ¾” curb stop and installed meter pit and installed new PVC from pit to house

(2) Old Curb Stops Found and Capped Off at Valve

- 07-17-13 301 E. Garro St. – Retired service – House being demolished
- 07-17-13 E. Garro St. and Water St. – Retired 2” line at main that fed old houses east of Water St. to the river

(1) New Taps Installed

- 07-18-13 601/603 N. Plum St. – Installed new 1½” tap and service line for new town houses

(0) New Mains Completed

(6) Valve Repaired or Replaced / Valve Boxes Repaired or Replaced

- 07-03-13 420 Charles St. – Installed new box and rod
- 07-17-13 1214 Fairbanks Ave. – Replaced box and rod to proper height for the new street project (sidewalks)
- 07-19-13 302 Baker St. – Replaced valve box
- 07-19-13 304 Baker St. – Replaced valve box
- 07-25-13 224 Meadow Ln. – Replaced box and rod
- 07-25-13 714 and 714 ½ Thayer St. – Replaced box and rod

(0) Hydrants Repaired or Replaced

(0) Main Breaks Repaired

(4) Service Lines Repaired, Replaced or Retired

- 07-03-13 2000 Felix Pl. – Repaired leak at ¾” corporation stop
- 07-08-13 100 S. Kingston St. – Replaced entire ¾” service line with ¾” copper, new valve, box and rod
- 07-17-13 303 Baker St. – Replaced our entire ¾” service with copper, new valve, box and rod
- 07-19-13 1705 Westgate Ave. – Contractor replaced service line. Installed new pit and valve

MISCELLANEOUS

07-01-13 Unidirectional water main flushing started. Ended on 08-02-13
July Plant, truck, equipment maintenance
July Grounds maintenance
July Pot holed for main project on Kingston and Lincolnway East

PINE WATER TREATMENT PLANT IMPROVEMENT PROJECT UPDATE

- ❖ Installed new communication radios at both towers and at the Pine Water Treatment Plant
- ❖ Fabricating new backwash covers for all four filters
- ❖ Plant start-up occurred on July 31, 2013 – project substantially complete

**CITY OF PLYMOUTH WASTEWATER DEPARTMENT
Board of Public Works and Safety
JULY 2013 Monthly Report**

PLANT OPERATIONS:

- | | |
|--|------------|
| 1. Total flow in gallons | 85,182,128 |
| 2. Average daily flow in gallons | 2,839,042 |
| 3. Rainfall | 8.38" |
| 4. Monthly average in BOD removal | 98.8% |
| 5. Monthly average in TSS removal | 94.7% |
| 6. Monthly average in Ammonia removal | 99.3% |
| 7. Submitted IDEM required chloride compliance letter | |
| 8. IWEA safety inspection on 7-9-13, received a score of 97% | |
| 9. General plant maintenance | |
| 10. Work orders completed: | |
| • 372 – Wastewater Treatment Plant | |
| ➢ Fabricate furnace filter bracket | |
| ➢ Clean methane gas collection lines | |
| • 67 – Vehicle/Mobile equipment | |
| • 27 – Lift Stations | |
| • 14 – Collection System | |
| ➢ 0 - Eliminated structures | |
| ➢ 5 – Replaced structures | |
| ➢ 7 – Replaced/adjusted castings | |
| ➢ 1 – GIS data collection points | |
| ➢ 1 – Point repair | |
| ➢ 0 – New structure | |

MEETINGS ATTENDED:

07-02 TRC – * Bauer Building Parking Lot
07-08 Board of Public Works and Safety
07-11 River Park Square Progress Meeting
07-16 Redevelopment Commission
07-22 Board of Public Works and Safety
07-25 River Park Square Progress Meeting

COLLECTION SYSTEM:

1. Cleaned 5,078 feet of sewer lines
 - 0 feet during service calls
 - 5,078 feet during preventive maintenance
2. Televised 4,102 feet of sewer lines
3. Mechanically removed roots from 629 feet of sewer lines
4. Removed approximately 2.54 tons of silt and debris during cleaning and inspections of sewers lines
5. Used approximately 36,950 gallons of potable water during sewer cleaning
6. Performed routine maintenance on 10 CSO's and 15 pumping station

Davidson reported that the water main flushing project was completed on August 2nd; they used approximately 2.5 million gallons of water to flush the lines, that is about half a million gallons of water less than in previous years, which he believes is a reflection of the improved quality of water.

Davidson reported that the exterior lighting project at the wastewater treatment facility has been completed and cost approximately \$15,000. He said that NIPSCo provided an \$1,800 incentive to do the project; the payback period has been determined to be 6.25 years. The life expectancy of the new lights is twenty years. He estimated that the utility would see a savings of approximately \$30,000 over the life of the equipment.

Davidson reported that the Notice to Proceed was given to Haskins Underground on August 2nd on the Pioneer Drive lift station improvement project. He expects the contractor to begin on the project within the next two weeks.

Davidson noted that the wastewater department took delivery of the chassis service body on August 9th and the equipment is in operation.

Fire Chief Miller presented his monthly report to the board:

**Plymouth Fire Department
Departmental Activity Report**

Current Period: 07/01/2013 to 08/12/2013, Prior Period: 01/01/2013 to 07/31/2013
00:00 to 24:00
All Stations
All Shifts
All Units
Fire Alarm Responses, EMS Alarm Responses, Training Classes

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
EMS Alarm Situations				
No Location Provided	231	2,288.34	1,224	7,358.93
	231	2,288.34	1,224	7,358.93
Fire Alarm Situations				
Chemical release, reaction, or toxic condition	0	0.00	7	0.00
Combustible/flammable spills & leaks	6	0.00	7	0.00
Controlled burning	1	0.00	0	0.00
Cover assignment, standby at fire station, move-up	0	0.00	1	0.00
Dispatched and cancelled en route	15	0.00	69	0.00
Electrical wiring/equipment problem	0	0.00	3	0.00
Emergency medical service (EMS) Incident	159	0.00	931	0.00
Excessive heat, scorch burns with no ignition	0	0.00	1	0.00
False alarm and false call, Other	7	0.00	36	0.00
Fire in mobile property used as a fixed structure	1	0.00	1	0.00
Fire, Other	3	0.00	2	0.00
Good intent call, Other	0	0.00	2	0.00
Medical assist	27	0.00	83	0.00
Mobile property (vehicle) fire	3	6.83	12	0.00
Natural vegetation fire	0	0.00	10	0.00
Outside rubbish fire	1	0.00	2	0.00
Person in distress	0	0.00	5	0.00
Public service assistance	0	0.00	1	0.00
Service call, Other	0	0.00	1	0.00
Severe Weather & Natural Disaster - Specified	0	0.00	1	0.00
Smoke, odor problem	1	0.00	1	0.00
Special outside fire	2	0.00	5	0.00
Special type of incident, other	0	0.00	1	0.00
Steam, Other gas mistaken for smoke	0	0.00	3	0.00
Structure Fire	4	0.00	17	0.00
System or detector malfunction	1	0.00	7	0.00
Unauthorized burning	0	0.00	1	0.00
Unintentional system/detector operation (no fire)	1	0.00	11	0.00
Water problem	0	0.00	1	0.00
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.

Plymouth Fire Department
Departmental Activity Report

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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
Training				
Administrative Procedures	0	0.00	2	16.00
Airway Skills	0	0.00	4	28.00
Allergies	0	0.00	1	3.00
Ambulance Strike Team	2	15.00	2	15.00
Apparatus / Equipment	0	0.00	4	4.50
Apparatus Drafting	0	0.00	2	2.00
Ariel Operations	0	0.00	3	6.00
Burns	0	0.00	7	7.00
Clinical Ride Time	2	16.50	1	7.50
Communications Equipment	0	0.00	30	72.00
CPR	0	0.00	37	105.00
Disaster MGMT	0	0.00	7	18.00
Electrical Safety	0	0.00	2	14.00
Emergency Medical Services	0	0.00	25	50.00
EMS Audit & Review	21	22.00	165	213.00
EMS Skills	0	0.00	9	9.50
EMT-B	24	92.00	73	273.00
Extrication	0	0.00	6	9.00
FF I-II	25	73.00	26	75.50
FF I-II SKILLS	0	0.00	1	1.50
Fire Behavior	0	0.00	16	101.50
Fire Department Organization	0	0.00	10	50.00
Fire Ground Safety	0	0.00	8	64.00
Fire Hose	0	0.00	32	62.00
Fire Streams	0	0.00	1	1.00
HIGHWAY SAFETY	0	0.00	1	4.50
Hose Lays	0	0.00	15	45.00
Hose Loads	0	0.00	4	3.00
Ice Rescue	0	0.00	4	4.00
ICS 800	0	0.00	1	3.00
Incident Command System	0	0.00	1	7.00
Instructor Training	0	0.00	98	340.00
Leadership	0	0.00	8	57.00
Marshall County Fire Association Mtg.	0	0.00	5	9.00
MCI	0	0.00	3	23.00
Mega Code	2	3.00	2	3.00

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00:00 to 24:00

All Stations

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All Units

Fire Alarm Responses, EMS Alarm Responses, Training Classes

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Training				
Mock Disaster	0	0.00	2	2.00
Nervous System	0	0.00	6	4,476.00
Officers Meeting	0	0.00	5	2.50
OSHA	0	0.00	35	83.00
Paramedic School	10	40.00	51	209.00
Patient Assessment	0	0.00	4	8.00
Ped. Adv. Life Support	2	4.00	2	4.00
Pension Board Meeting	0	0.00	7	7.00
Physical Ability Test	0	0.00	15	45.00
PI Course	6	54.00	6	54.00
Preplan	0	0.00	29	87.00
Public Education	7	7.00	17	67.00
Pump Operations	39	90.00	38	92.00
Respiratory System	0	0.00	13	26.00
SCBA Donning Methods	0	0.00	6	3.00
SCBA Inspection, Care, and Cleaning	0	0.00	11	11.00
SCBA Testing and Filling Procedures	0	0.00	27	54.00
Self Rescue	0	0.00	18	54.00
Staff Meeting	0	0.00	8	10.00
Strategic and Tactical Operations	0	0.00	8	48.00
Training Lecture	15	40.00	27	49.00
Ventilation	0	0.00	2	6.00
Volunteer Fire Business Mtg.	28	56.00	175	379.00
	183	512.50	1,128	7,483.00

Plymouth Fire Department

Incidents by District (Summary)

Alarm Date Between {07/01/2013} And {07/31/2013}

District	Count	Pct of Incidents	Est Losses	Pct of Losses
004 Culver	2	1.12%	\$0	0.00%
007 Plymouth	115	64.25%	\$2,000	20.00%
011 Center Twp	18	10.06%	\$0	0.00%
019 West Twp	29	16.20%	\$8,000	80.00%
12 Argos Paramedic Assist	3	1.68%	\$0	0.00%
14 Starke Co. Paramedic Assist	1	0.56%	\$0	0.00%
15 Culver Paramedic Assist	4	2.23%	\$0	0.00%
16 Lakeville/Lapaz Paramedic Assist	2	1.12%	\$0	0.00%
18 Walkerton Paramedic Assist	5	2.79%	\$0	0.00%
Total Incident Count:	179		Total Est Losses:	\$10,000

Fire Chief Miller updated the board on the candidate process, both candidates have completed their medical and psychological evaluations. When he receives the results he will forward them to PERF.

Miller reported that there will be training in Auburn, Indiana, on September 7th and 8th. He asked permission for two volunteer firemen to attend the training at \$149 each plus \$69 plus tax for hotel reservations for the night before.

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

Miller reported he will upstaff the ambulances with two part time volunteer EMS during the Blueberry Festival. He will start them Friday at noon through Monday at 7:30 p.m.

Police Chief Bacon presented his July report to the board:

TYPE OF CALL	July 2013
Information	820
Traffic Stop	417
Complaint	261
911	177
Investigation	164
Security Check	77
Charges Signed	67
Civil Matter	58
Alarm	49
Animal	48
Criminal Arrest	39
Traffic Arrest	37
Assist	35
Service	33
Accident PD	31
Suspicious Person	24
Suspicious Vehicle	24
Vehicle Check	24
Warrant Service	23
Welfare Check	18
Theft	17
Dispatch	16
Juvenile Complaint	16
\$2 Parking Ticket	15
K9 Use	15
Escort	13
Disabled Vehicle	12
Extra Patrol	10
Open Doors/Window	8
Parking Enforcement	7
Local Ordinance	4
Merchant Pro. Plan	4
Restraining Order	4
Court Detail	3
Code Enforcement	3
Unwanted Guest	3
Lockout	3
DARE Detail	2
Battery	2
Traffic Warning	1

Chief Bacon read Cathy Glaub's letter of retirement to the board; her retirement is effective August 30, 2013. He said that he will not be filling that position.

Bacon said that in the 2013 budget, money was appropriated for a new roof at the police department. He asked permission to solicit quotes for the project.

Board Members Ecker and Smith moved and seconded to authorize Chief Bacon to solicit quotes for the roof. The motion carried.

Street Superintendent Marquardt reported that two weeks ago he had work done on Pilgrim Lane. The contractor a seal coat with a chip seal on the road, trying a couple of different processes. He said they topped it with a micro seal. He said that 75% of the road looks great; one portion of the road has too much oil in the process and it is bleeding through. He said that he has contacted the contractor, who looked at it and will attempt covering it with the micro seal to see if it takes care of the problem.

Marquardt said that he and Rick Gaul spoke with the rail road company about the tracks that cross Oak Drive. The rail road company intends to remove the rails, check the ties to make sure the base underneath is good, put some drainage tile under to get rid of the water underneath the tracks. He said that he talked with them about the city's concern with closing the road. The railroad estimated that if the road is closed entirely, they could begin work on a Wednesday or Thursday and work through the weekend so the city could add the patch on Monday or Tuesday. They estimate if they close part of the road, because of how the rails lay, they would have to close two lanes to work on half the tracks and three lanes for the other half of the tracks, and it would take at least two or three weeks to complete the work. Marquardt voiced concern because drivers aren't safety conscious when there is road work being done.

Board Member Ecker voiced concern about re-routing semi traffic to the industries.

After considerable discussion, Board Members Smith and Grobe moved and seconded to close the road so that the railroad can get the work done in a week's time. The motion carried.

Mayor Senter announced that it was reported to the police department and on social media today that the city had a street sweeper out and someone running chainsaws at 2:30 am in the area of Klinger and Fairbanks Streets and Jefferson School. He clarified that it was not a city street sweeper or city employees.

City Engineer Gaul addressed the board regarding the Bauer parking lot at the on the northwest corner of Garro and Water Streets. He reviewed his letter dated August 12, 2013 to the board, which outlined the subject matter as it was brought before the Plymouth Plan Commission on August 6, 2013.

Gaul said that he contacted a ground penetrating radar company about detecting foundation walls under the parking lot from the houses that used to be located on that corner. This allows the city to put together bid specs knowing where any underground rubble is.

Board Members Grobe and Ecker moved and seconded to contract for the radar mapping after hours at a cost of \$1,875.00 plus \$300.00 for a report including details and pictures. The motion carried.

City Attorney Surrisi presented the job description for the school resource officer for the board's consideration.

**CITY OF PLYMOUTH
Job Description**

Department: Police Department **Job Title:** School Resource Officer

Reports To: Assistant Chief, Chief of Police

Status: Full-Time **FLSA Status:** Nonexempt **Date Prepared:** August, 2013

To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

General Purpose of Position: This position is a community oriented policing position that involves working with the Plymouth Community School Corporation as well as liaison duties between the school, community agencies, and the Police Department. This position performs

general duty law enforcement work to protect life and property of the Plymouth Community and the Plymouth Community Schools.

Essential Duties and Responsibilities:

- Report to the Assistant Chief and Chief of Police regarding day-to-day work as SRO and otherwise to highest ranking officer, pursuant to department chain-of-command.
- Coordinate and cooperate fully with the Plymouth Community School Corporation, its Superintendent, Staff, and Director of Safety and Security, to carry out responsibilities of School Resource Officer pursuant to the terms of the Memorandum of Understanding Between the Plymouth Police Department and the Plymouth Community School Corporation for Assignment of School Resource Officer.
- Protect lives and property for the citizens and the public school students.
- To investigate criminal activities committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected to be engaged in criminal misconduct, when requested by the Principal or the Principal's designee or by the parent of the student.
- To answer questions that students may have about Indiana Criminal or Juvenile Law.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide traffic control during the arrival and departure of students as needed.
- Serve as a liaison between the school(s), community agencies, and the Police Department.
- To Disseminate information beneficial to public order and safety.
- To inform the students of their rights and responsibilities as lawful citizens.
- To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.
- To attend major school activities, student organizations, and major athletic events as needed and when feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To respond to citizens and merchants regarding complaints about school aged students during the hours of school.
- Adhere to all Police Department and Plymouth Community Schools policies.
- To establish and maintain a relationship with School Security Personnel.
- To identify and remove trespassers to school property.
- To monitor school hallways and parking areas.
- Keep records and make reports.
- Prevent, control, and extinguish fires.
- Build a rapport between youth and law enforcement.
- Act as a member of the CPI Team.
- Testify in court of legal proceedings.
- Update, maintain, review manuals, files, and secure evidence.
- Seize or confiscate illegal substances.
- Control disorderly or irate persons.
- Shall have the essential functions of a patrol officer.
- To complete other tasks that may be assigned by the Assistant Chief, or Chief.

Physical Demands and Environmental Conditions:

- Exposure to infectious agents such as Hepatitis B or HIV.
- Perform complex tasks during life threatening emergencies.
- Work for long periods of time, requiring sustained physical activity and intense concentration.
- Face life or death decisions during emergency conditions.
- Tolerate exposure to grotesque sights and smells associated with major trauma.
- Use firearms, self-defense equipment and body armor.
- Be able to physically protect himself/herself.
- Ability to lift up to 150 pounds.
- Exposure to hazardous chemicals and smoke.
- Ability to work in inclement weather.

Materials, Tools, and Equipment:

- Automobile.
- Multi-channel radio equipment.
- Handgun.
- Shotgun.
- Flashlight.
- Handcuffing devices.
- Chemical defense weapons.
- Binoculars.

- Video recording equipment.
- Camera.
- Surveillance equipment (electronic listening devices, body microphones, etc.).
- Tape recorders.
- Typewriters.
- Telephone Facsimile equipment.
- Computers.
- Visual aid equipment.
- Blood-borne pathogen equipment kits.
- Any other specialized equipment necessary to carry out job duties and responsibilities associated with this position.

Knowledge and/or Experience Requirements:

- Must be a United States citizen at least 21 years of age.
- Cannot have any felony convictions and cannot have a misdemeanor conviction for domestic battery.
- Must have a High School diploma or GED equivalent.
- Certification or ability to be certified by the Indiana Law Enforcement Academy, and ability to meet all departmental hiring and retention requirements, including medical standards.
- Received or have to ability to receive all State requirements for School Resource Officer training.
- Valid operator's license.
- Ability to legally operate department vehicles.
- Ability to appropriately receive, maintain and account for articles of evidence.
- Ability to operate radio communication equipment.
- Knowledge of standard practices and procedures in administering first aid and/or C.P.R.

This job description is a general description of essential functions. It is not intended as an employment contract, nor is it intended to describe all duties someone in this position may perform. Other duties may be assigned. All employees of the City of Plymouth are expected to perform tasks as assigned by the City of Plymouth supervisory/management personnel, regardless of job title or routine job duties.

Board Members Smith and Grobe moved and seconded to approve the job description for the school resource officer. The motion carried.

Surrisi presented A Memorandum of Understanding Between The Plymouth Police Department and The Plymouth Community School Corporation for Assignment of School Resource Officer for the board's consideration.

**Memorandum of Understanding
Between The Plymouth Police Department and
The Plymouth Community School Corporation For
Assignment of School Resource Officer**

This Memorandum of Understanding is entered into by the Plymouth Police Department ("the PD") and the Plymouth Community School Corporation ("the School"), pursuant to the authority of Indiana Code § 20-26-18.2 *et seq.* and is not an interlocal agreement pursuant to Indiana Code § 36-1-7 *et seq.* The parties agree as follows:

1. Employment of School Resource Officer. The PD, a local law enforcement agency, agrees to employ Ted Brown as a School Resource Officer, pursuant to Indiana Code § 20-26-18.2-1, acknowledging that Mr. Brown has:
 - (a) successfully completed the minimum training requirements established for law enforcement officers under Indiana Code § 5-2-1-9; and
 - (b) received at least forty (40) hours of certified school resource officer training through the National Association of School Resource Officers, with said training including instruction regarding the skills, tactics, and strategies necessary to address the special nature of school campuses, and school building needs and characteristics.
2. Assignment of School Resource Officer to the School. Pursuant to Indiana Code § 20-26-18.2-2(a)(3), the PD assigns Mr. Brown as School Resource Officer to the School. Said assignment shall be for one (1) school year, consisting of at least one hundred eighty (180) student instruction days, beginning on or about August 14, 2013, or at another date mutually agreed upon by the parties. Said assignment may be renewed for subsequent school years, pursuant to the terms set forth in Paragraph 6 below.
3. Nature and Scope of School Resource Officer's Duties and Responsibilities. The School Resource Officer's duties and responsibilities are more fully set forth in the School Resource Officer Job Description duly adopted by the Plymouth Board of Public Works and Safety, which is

incorporated herein by reference. The School Resource Officer's duties and responsibilities shall further include:

(a) the duty to assist the School's Director of Safety and Security with the development and implementation of a school safety plan that does the following:

- (1) protects against outside threats to the physical safety of students;
- (2) prevents unauthorized access to school property; and
- (3) secures schools against violence and natural disasters.

(b) the duty to consult with local law enforcement officials and first responders when assisting the School's Director of Safety and Security in the development of the school safety plan.

(c) the responsibility to perform any other necessary and proper tasks as designated by the PD or the School.

4. School Resource Officer's Police Powers.

(a) Pursuant to Indiana Code § 20-26-18.2-3, Mr. Brown, when in his role as School Resource Officer, may:

- (1) make an arrest;
- (2) conduct a search or a seizure of a person or property using the reasonable suspicion standard;
- (3) carry a firearm on or off school property; and
- (4) exercise other police powers with respect to the enforcement of Indiana laws.

(b) The School Resource Officer has jurisdiction in every county where the School operates a school or where the School's students reside. Neither Indiana Code § 20-26-18.2-3 nor this Memorandum of Understanding, restrict Mr. Brown's jurisdiction that he may possess due to his employment by the PD when performing other work as is set forth in Paragraph 7 below.

5. Compensation for Assignment. In consideration for the assignment of Mr. Brown to the School, as the School Resource Officer, the School shall pay the PD the sum of Twenty Thousand Dollars (\$20,000.00), which shall be paid to the order of, the City of Plymouth, Indiana, 124 N. Michigan St., Plymouth, IN 46563, in two (2) installments, with the first installment in the amount of Ten Thousand Dollars (\$10,000.00) due on or before September 15, 2013, and with the second installment in the amount of Ten Thousand Dollars (\$10,000.00) due on or before February 15, 2014.

6. Renewal of Assignment. The School has the option to renew this assignment of the School Resource Officer for the 2014-2015 school year upon the same terms and conditions set forth in this Memorandum of Understanding, with installment payments due on or before September 15, 2014 and February 15, 2015. The School may exercise its option to renew by notifying the PD on or before May 31, 2014. This assignment of the School Resource Officer may be renewed for subsequent school years upon the mutual agreement of the parties.

7. Acknowledgement of Mr. Brown's Continued Role as an Officer of the PD. Throughout his assignment as School Resource Officer, Mr. Brown will cooperate fully with the School, its Superintendent, Staff, and Director of Safety and Security, to carry out his duties and responsibilities and will make all reasonable efforts to further the objectives of the School and its programs for the benefit and safety of the students. However, at all times throughout his assignment, Mr. Brown remains an employee of, and a sworn officer of the PD, subject to the direction and authority of the Chief of Police, the Board of Public Works and Safety, and the Mayor of the City of Plymouth, Indiana and guided by the policies, procedures, customs, or practices of the PD. The PD shall make every effort to dedicate Mr. Brown's work throughout the school year to work performed as the School Resource Officer. But, the School acknowledges and affirms Mr. Brown's continued role as a sworn officer of the PD and recognizes that, on occasion, emergency situations off of the School premises might require the Chief of Police to temporarily reassign Mr. Brown to a non-School related task during a given school day. The School acknowledges that such emergency reassignments are in the interest of the overall safety of the community and, in turn, benefit the safety of the School. In such circumstances, the Chief of Police shall provide notice of the emergency reassignment to the School as soon as is practicable. Further, for the purposes of worker's compensation insurance, it is the parties' intent that Mr. Brown remains an employee of the PD subject to its worker's compensation coverage and is not a borrowed servant of the School.

8. Termination of Memorandum of Understanding. Either party may terminate this Memorandum of Understanding, for any reason, by notifying the other party. In the event of a termination, compensation under Paragraph 5 above will be assessed, prorated on a daily basis, and either paid or refunded accordingly within sixty (60) days of the notice of termination. The parties further acknowledge that this Memorandum of Understanding is specific to Ted Brown serving as the assigned School Resource Officer. The job of School Resource Officer is sensitive in nature and the person's need to be able to build relationships with the students. The School is confident in Mr. Brown's abilities to perform the job. If a different School Resource Officer is selected and assigned by the PD, the School may terminate this Memorandum of Understanding. If the parties continue their relationship on the same terms with a new person serving as the School Resource Officer, a new Memorandum of Understanding shall be written to reflect the identity of the new officer.

ALL OF WHICH IS AGREED, this ____ day of _____, 2013.

Hutchings noted that the 2013 salary ordinance will need to be amended to allow for the position.

Board Members Smith and Grobe moved and seconded to approve the agreement with the school. The motion carried.

Surrisi presented Executive Order 2013-04, City of Plymouth, Indiana, Temporary Closure of Broadway Street Between Jackson and Monroe Streets, for the board's consideration.

Board Members Grobe and Ecker moved and seconded to ratify Executive Order 2013-04, City of Plymouth, Indiana, Temporary Closure of Broadway Street Between Jackson and Monroe Streets. It passed by roll call vote.

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

Surrisi presented the following agreements for the board's consideration:

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this date by and between the City of Plymouth, Indiana (hereinafter referred to as "the City") and Center Township, Marshall County, Indiana (hereinafter referred to as "the Unit").

WHEREAS, the Unit desires to provide fire protection and emergency medical services to the citizens within the geographic boundaries of the Unit pursuant to the provisions of Indiana Code § 36-8-13-3(a)(2), as it may be amended from time to time, and

WHEREAS, the City is ready, willing and able to provide to the Unit firefighting and emergency services to the standards established by Indiana law to serve the fire protection and emergency service needs of the Unit, and

WHEREAS, the Unit and the City have reached an agreement as to the providing of those services.

NOW, THEREFORE, for and in consideration of the sums and mutual covenants set forth herein, the parties agree as follows:

1. The Unit engages the City for the purpose of providing fire protection and emergency medical services to the citizens of the Unit, and to such other persons and property as may be directed by the Unit through mutual aid agreements with other units of government.

2. The Unit shall provide the following:

(a) equipment and motor vehicles determined by the Unit to be necessary to fight the types of fires commonly occurring within the Unit and insurance coverage on said equipment and motor vehicles, with a copy of the appropriate coverage documents to the City for its records. The parties have attached hereto as Schedule A, a schedule of the equipment and motor vehicles provided by the Unit as of the date of entering this Agreement; and

(b) major maintenance and repair (defined as all maintenance and repair that is not basic and routine) of the Unit's equipment and motor vehicles.

3. The City shall provide all further equipment, services, and personnel necessary to provide fire protection and emergency medical services to the Unit, which includes, but is not limited to:

(a) all firefighters/emergency medical personnel, including all full-time and volunteer personnel, and the City shall be responsible for all wages, pensions and other compensation for said personnel;

(b) appropriate firefighting and EMS apparatus and equipment, supplies and protective clothing, not deemed herein the responsibility of the Unit;

(c) basic and routine maintenance of all equipment and motor vehicles, including that equipment and motor vehicles owned by the Unit, which is to be housed at the Plymouth Fire Station;

(d) fuel, oil and other materials needed for the proper operation of all equipment and motor vehicles owned by the City and the Unit, which is utilized to provide fire protection and emergency medical services; and

(e) all maintenance and repair of the Plymouth Fire Station and surrounding area.

4. This Agreement shall be in full force and effect upon its execution for the 2013 calendar year, and shall automatically renew for one (1) year periods thereafter, unless terminated as set forth in this Agreement.

5. For the calendar year 2013, the Unit agrees to pay the City, for and in consideration of the services described herein, the sum of One Hundred Thirty-Seven Thousand Five Hundred Eighty-Five Dollars (\$137,585.00). The amount payable by the Unit to the City for each year thereafter shall be set at the amount of the Unit's annual maximum levy for its Fire Fighting Fund, as approved by the Indiana Department of Local Government Finance. One-half (1/2) of the annual amount due shall be payable on July 1, of each year and the remaining one-half (1/2) shall be payable on December 1 of each year.

6. The City will provide and maintain an adequate number of full and voluntary personnel necessary to perform its obligation under this Agreement.

7. The City shall maintain general liability insurance coverage necessary to protect itself and the Unit, as an additional insured, while providing services under the terms of this Agreement and provide a copy of the coverage document to the Unit for its records.

8. The City may use any apparatus or other equipment owned in whole or in part by the Unit for the purpose of providing fire and emergency services at the discretion of the Plymouth Fire Chief or his/her designee.

9. Either party may terminate this Agreement by serving one hundred eighty (180) days written notice of termination to the other party, which notice must include the date and time the termination shall be effective. In the event of termination prior to the end of the calendar year, the consideration due hereunder will be prorated to the actual date of termination.

10. Within thirty (30) days of the termination of this agreement, or any extension thereof, the Unit shall pay to the City any sums of money then due and owing to the City. Further, each party shall return to the other any property of the other in its care, custody, and control. In the event that it is necessary for either party to enforce the provisions of this paragraph at law, it may, in addition to any other relief granted by the Court, be entitled to recover costs of the action and reasonable attorney fees and expenses as may be approved by the Court.

11. The City agrees not to discriminate because of race, religion, color, sex, disability, national origin or ancestry as prohibited by State or Federal law, rule or regulation, against any employee or applicant with respect to his or her hire, tenure, term, conditions or privileges of employment, or in any other way or manner, directly or indirectly, related to its performance under this Agreement. Breach of this covenant may be regarded as a material breach and result in immediate termination of this Agreement by the Unit.

12. Any notices given under this Agreement will be made in writing and served by certified or registered U.S. Mail addressed to the Executive of the party, to whom notice is given, with a copy to the Chair of the party's legislative body.

13. This Agreement constitutes the complete agreement and understanding of the parties, and supercedes all previous agreements for fire protection and emergency medical services, oral or written, between the Unit and the City. Notwithstanding this paragraph, this Agreement does not supercede or impact the respective rights of the Unit and the City, upon termination of the Agreement for the Furnishing of Emergency Medical Services between the City of Plymouth, Center Township, Marshall County and West Township, Marshall County executed respectively on May 9, 1977 (Plymouth), May 27, 1977 (Center Township), and May 11, 1977 (West Township).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2013.

**FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this date by and between the City of Plymouth, Indiana (hereinafter referred to as "the City") and West Township, Marshall County, Indiana (hereinafter referred to as "the Unit").

WHEREAS, the Unit desires to provide fire protection and emergency medical services to the citizens within the geographic boundaries of the Unit pursuant to the provisions of Indiana Code § 36-8-13-3(a)(2), as it may be amended from time to time, and

WHEREAS, the City is ready, willing and able to provide to the Unit firefighting and emergency services to the standards established by Indiana law to serve the fire protection and emergency service needs of the Unit, and

WHEREAS, the Unit and the City have reached an agreement as to the providing of those services.

NOW, THEREFORE, for and in consideration of the sums and mutual covenants set forth herein, the parties agree as follows:

1. The Unit engages the City for the purpose of providing fire protection and emergency medical services to the citizens of the Unit, and to such other persons and property as may be directed by the Unit through mutual aid agreements with other units of government.

2. The Unit shall provide the following:
(a) equipment and motor vehicles determined by the Unit to be necessary to fight the types of fires commonly occurring within the Unit and insurance coverage on said equipment and motor vehicles, with a copy of the appropriate coverage documents to the City for its records. The parties

have attached hereto as Schedule A, a schedule of the equipment and motor vehicles provided by the Unit as of the date of entering this Agreement; and

(b) major maintenance and repair (defined as all maintenance and repair that is not basic and routine) of the Unit's equipment and motor vehicles.

3. The City shall provide all further equipment, services, and personnel necessary to provide fire protection and emergency medical services to the Unit, which includes, but is not limited to:

(a) all firefighters/emergency medical personnel, including all full-time and volunteer personnel, and the City shall be responsible for all wages, pensions and other compensation for said personnel;

(b) appropriate firefighting and EMS apparatus and equipment, supplies and protective clothing, not deemed herein the responsibility of the Unit;

(c) basic and routine maintenance of all equipment and motor vehicles, including that equipment and motor vehicles owned by the Unit, which is to be housed at the Plymouth Fire Station;

(d) fuel, oil and other materials needed for the proper operation of all equipment and motor vehicles owned by the City and the Unit, which is utilized to provide fire protection and emergency medical services; and

(e) all maintenance and repair of the Plymouth Fire Station and surrounding area.

4. This Agreement shall be in full force and effect upon its execution for the 2013 calendar year, and shall automatically renew for one (1) year periods thereafter, unless terminated as set forth in this Agreement.

5. For the calendar year 2013, the Unit agrees to pay the City, for and in consideration of the services described herein, the sum of One Hundred Seventy-Nine Thousand Six Hundred Seventy-Six Dollars (\$179,676.00). The amount payable by the Unit to the City for each year thereafter shall be set at the amount of the Unit's annual maximum levy for its Fire Fighting Fund, as approved by the Indiana Department of Local Government Finance. One-half (1/2) of the annual amount due shall be payable on July 1, of each year and the remaining one-half (1/2) shall be payable on December 1 of each year.

6. The City will provide and maintain an adequate number of full and voluntary personnel necessary to perform its obligation under this Agreement.

7. The City shall maintain general liability insurance coverage necessary to protect itself and the Unit, as an additional insured, while providing services under the terms of this Agreement and provide a copy of the coverage document to the Unit for its records.

8. The City may use any apparatus or other equipment owned in whole or in part by the Unit for the purpose of providing fire and emergency services at the discretion of the Plymouth Fire Chief or his/her designee.

9. Either party may terminate this Agreement by serving one hundred eighty (180) days written notice of termination to the other party, which notice must include the date and time the termination shall be effective. In the event of termination prior to the end of the calendar year, the consideration due hereunder will be prorated to the actual date of termination.

10. Within thirty (30) days of the termination of this agreement, or any extension thereof, the Unit shall pay to the City any sums of money then due and owing to the City. Further, each party shall return to the other any property of the other in its care, custody, and control. In the event that it is necessary for either party to enforce the provisions of this paragraph at law, it may, in addition to any other relief granted by the Court, be entitled to recover costs of the action and reasonable attorney fees and expenses as may be approved by the Court.

11. The City agrees not to discriminate because of race, religion, color, sex, disability, national origin or ancestry as prohibited by State or Federal law, rule or regulation, against any employee or applicant with respect to his or her hire, tenure, term, conditions or privileges of employment, or in any other way or manner, directly or indirectly, related to its performance under this Agreement. Breach of this covenant may be regarded as a material breach and result in immediate termination of this Agreement by the Unit.

12. Any notices given under this Agreement will be made in writing and served by certified or registered U.S. Mail addressed to the Executive of the party, to whom notice is given, with a copy to the Chair of the party's legislative body.

13. This Agreement constitutes the complete agreement and understanding of the parties, and supercedes all previous agreements for fire protection and emergency medical services, oral or written, between the Unit and the City. Notwithstanding this paragraph, this Agreement does not supercede or impact the respective rights of the Unit and the City, upon termination of the Agreement for the Furnishing of Emergency Medical Services between the City of Plymouth, Center Township, Marshall County and West Township, Marshall County executed respectively on May 9, 1977 (Plymouth), May 27, 1977 (Center Township), and May 11, 1977 (West Township).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2013.

Surrisi noted that the when the fire department has plans finalized to construct a fire training tower Center and West Townships would donate approximately \$150,000 and \$50,000 respectively. He provided a modified Schedule A of equipment.

Board Members Ecker and Smith moved and seconded to approve the agreements with the modified Schedule A. The motion carried.

Surrisi noted that the employee chart is up-to-date and it will be reviewed in six months.

Clerk-Treasurer Hutchings presented the following requests:

Norm Long, Co-Director of the Crop Walk, asked permission to have their annual Crop Walk on September 15, 2013 beginning at 1:00 p.m. He presented a map of the route.

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

8/12/13 - Tearing off roof of Plymouth Building. Dumpster will be in 2 parking spots. Need to block off sidewalk for 2 days at 310 N. Michigan St. (Beginning work 8/13/13) S/ Neal Hite, owner, 8270 E 19th Rd, Argos, IN 574-952-1841

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

Utility Superintendent Davidson announced that the Pine Water Treatment Plant is up and operational at this point. LD Docsa has requested a Certificate of Substantial Completion effective August 30, 2013. Davidson said that he agrees and Commonwealth Engineers has already signed the certificate. He asked the board to authorize Mayor Senter to sign the Certificate of Substantial Completion.

Board Members Grobe and Ecker moved and seconded to authorize Mayor Senter to sign the Certificate of Substantial Completion. The motion carried.

Members Smith and Ecker moved and seconded to allow the salaried payroll for July 16-31, 2013 and the claims for August 12, 2013, as entered in Claim Register #2013. The motion carried.

There being no further business to discuss, Board Members Ecker and Grobe moved and seconded to adjourn the meeting. Motion carried. The meeting was declared adjourned at 6:59 p.m.

S/Toni L. Hutchings, IAMC, CMC, CPFA
Clerk-Treasurer

APPROVED:

S/Mark Senter, Mayor