

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, NOVEMBER 11, 2019

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on November 11, 2019. The meeting was held in the Council Chambers, 124 N. Michigan St., Plymouth, Indiana.

Mayor Pro Tempore Don Ecker called the meeting to order at 6:00 p.m. Ecker presided for Board Members Duane Culp, Jeff Houin and Shiloh Milner. Clerk-Treasurer Xaver was also present. Mayor Mark Senter, Board Member Bill Walters and City Attorney Surrisi were absent.

Members Culp and Milner moved and seconded to approve the minutes of the last regular session of the Board of Public Works and Safety on October 28, 2019. The motion carried.

Police Chief Dave Bacon presented the following monthly reports:

PLYMOUTH POLICE DEPARTMENT
Activity Report Summary 2019

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Calls for Service, Complaints, Information	694	654	679	747	908	924	844	997	880	818			8,145
911 Hang-Up Calls	69	80	57	69	78	89	95	94	87	58			776
Alarms	89	64	64	60	56	80	64	65	62	70			674
Vehicle Checks	11	12	16	13	23	25	16	12	16	17			161
Assist Other Agencies	6	13	9	6	10	16	7	15	10	6			98
Animal Complaints	19	10	22	21	22	44	41	30	27	29			265
Traffic Stops	333	296	291	292	469	470	439	512	389	343			3,834
Citations Issued	141	84	146	115	311	289	273	301	197	138			1,995
Accident Reports	50	36	22	24	51	55	33	38	39	40			388
Case Reports	122	128	135	126	140	154	152	148	135	115			1,355
Arrests	46	52	65	35	56	50	45	57	42	37			485
Arrests (Adult)	41	43	52	30	46	44	42	51	33	27			409
Arrests (Juvenile)	5	9	13	5	10	6	3	6	9	10			76

PLYMOUTH POLICE DEPARTMENT

Code Enforcement

Activity Report Summary 2019

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Tall Grass	0	0	0	0	45	47	10	31	30	24			187
Owner Complied	0	0	0	0	40	45	8	21	18	22			154
City Action (Mowed)	0	0	0	0	5	2	2	10	12	2			33
Action Pending	0	0	0	0	0	0	0	0	0	0			0
Abandoned or Junk Vehicles	7	9	13	13	6	8	10	54	24	16			160
Owner Complied	6	9	12	13	6	7	8	48	24	14			147
City Action (Towed)	1	0	1	0	0	1	2	6	0	1			12
Action Pending	0	0	0	0	0	0	0	0	0	1			1
Debris/Junk on Property	2	12	22	15	5	7	10	21	22	17			133
Owner Complied	2	8	16	15	5	6	10	14	12	17			105
City Action (Cleaned)	0	4	6	0	0	1	0	7	10	0			28
Action Pending	0	0	0	0	0	0	0	0	0	0			0
Fowl/Livestock	0	0	0	0	0	0	0	0	0	0			0
Owner Complied	0	0	0	0	0	0	0	0	0	0			0
City Action	0	0	0	0	0	0	0	0	0	0			0
Action Pending	0	0	0	0	0	0	0	0	0	0			0
Signs in Public Right of Way (Removed)	0	1	2	0	0	13	25	73	34	10			158

Street Superintendent Marquardt reviewed the sidewalk request for 810 N Walnut Street from Rita Zbieranski. It is actually a request to fill pot holes in the alley, so no action was taken.

Marquardt also let the board and public know that leaf pickup has been suspended for at least the next several days since the recent snowfall has covered the ground.

City Engineer Rick Gaul presented Change Order #1 with Walsh & Kelly for PW-18-035, the 2019 Street and Sidewalk Spring Projects.

CHANGE ORDER NO.: 1

CONTRACT: PW-18-035
2019 STREET & SIDEWALK SPRING PROJECTS

CONTRACT DATE: September 14, 2018

PROJECTS:

Unit Price Projects:

COMMUNITY CROSSING MATCHING GRANT PROJECTS:

- Des# 1802345 PW-17-055 RANDOLPH- Jefferson – Baker
- Des# 1802346 PW-17-050 STANLEY – Hehr – Jim Neu
- Des# 1802347 PW-17-052 WALNUT– Jefferson – Monroe
- Des# 1802349 PW-17-053 MADISON – Plum - Center
- Des# 1802350 PW-17-056 KINGSTON – Pennsylvania - Jefferson
- Des# 1802351 PW-17-057 LEMLER – Michigan – Bayless
- Des# 1802352 PW-17-062 CHESTER – Clinton – Oakhill

PW-17-101 SPECIAL UNIT PRICE FOR UNDERCUT AND BACKFILL

DESCRIPTION OF CHANGE & AMOUNTS

The following projects experienced underruns:		
Des# 1802346 PW-17-050 STANLEY – Hehr – Jim Neu	- \$	6,466.82
In general changes were noted throughout the project Resulting in a net deduction See Change Order Schedule – Page 2		
Des# 1802347 PW-17-052 WALNUT– Jefferson – Monroe	- \$	1,937.77
In general changes were noted throughout the project Resulting in a net deduction See Change Order Schedule – Page 3		
Des# 1802351 PW-17-057 LEMLER – Michigan – Bayless	- \$	732.79
In general changes were noted throughout the project Resulting in a net deduction See Change Order Schedule – Page 6		
PW-17-101 SPECIAL UNIT PRICE - UNDERCUT & BACKFILL	- \$	14,060.00
Because of good subgrade conditions these items were not needed. See Change Order Schedule – Page 8		
DEDUCT TOTAL	- \$	23,197.38

The following projects experienced overruns:

Des# 1802345 PW-17-055 RANDOLPH- Jefferson – Baker	+ \$	5,062.86
In general changes were noted throughout the project Resulting in a net addition See Change Order Schedule – Page 1		
Des# 1802349 PW-17-053 MADISON – Plum - Center	+ \$	8,116.43
In general changes were noted throughout the project Resulting in a net addition See Change Order Schedule – Page 4		
Des# 1802350 PW-17-056 KINGSTON – Pennsylvania - Jefferson	+ \$	6,209.82
In general changes were noted throughout the project Resulting in a net addition See Change Order Schedule – Page 5		
Des# 1802352 PW-17-062 CHESTER – Clinton – Oakhill	+ \$	5,075.89
In general changes were noted throughout the project Resulting in a net deduction See Change Order Schedule – Page 7		
ADDITION TOTAL	+ \$	24,465.00

TOTAL CHANGE:		
ADDITIONAL TIME REQUIRED:		0 Day
<u>ADDITION TO COMPENSATION:</u>	+ \$	1,267.62

SUMMARY:		
ORIGINAL CONTRACT AMOUNT:	\$	635,829.60
PREVIOUS CHANGE ORDERS:	\$	0.00
PREVIOUS CONTRACT AMOUNT:	\$	635,829.60
CHANGE ORDER AMOUNT:	+ \$	1,267.62
NEW CONTRACT AMOUNT:	\$	637,097.22

PERCENT ADD/DEDUCT THIS CHANGE ORDER:	0.2 %
PERCENT ADD DEDUCT TOTAL:	0.2 %

Board Members Culp and Houin moved and seconded to approve Change Order #1 as presented with a total increase in the contract amount of \$1,267.62. The motion carried.

City Engineer Gaul also requested the board’s approval of the Asset Management Plan. He said it is the same as last year; the only change is an update to the date.

Board Members Houin and Milner moved and seconded to approve the changing of the date on the Asset Management Plan. The motion carried.

Clerk-Treasurer Xaver presented the following agreement for Animal Control Services with the Marshall County Humane Society, Inc.:

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of November, 2019, 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

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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, 2020 to December 31, 2020. 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 [\$2,500.00] for the calendar year or until the termination of this Agreement, whichever occurs first. The City shall pay the sums provided hereunder within after receipt of agreement signed by all parties.
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

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- 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.

Xaver said the agreement stayed the same with the exception that she removed their requirement to submit claims. The dollar amount has stayed the same and that is what the city has budgeted.

Board Members Culp and Milner moved and seconded to approve the 2020 Animal Control Service Agreement with the Marshall County Humane Society. The motion carried.

Clerk-Treasurer Xaver asked the board to Ordinance No. 2019-2146, An Ordinance Regarding the Permitting of Wireless Facilities and Wireless Support Structures Within the Public Right-of-Way. She would like the board to consider enforcing stricter mandates. Board Member Houin asked Xaver to email information to the board regarding this request so they can be refreshed on what was passed earlier in 2019.

Members Houin and Culp moved and seconded to allow the payroll for November 15, 2019 and the claims for November 11, 2019 as entered in Claim Register #2019. The motion carried.

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Board Members Culp and Houin moved and seconded to approve the following communications:

- PW-19-038 2019 Street & Sidewalk CCMG Projects Notice to Bidders

There being no further business to discuss, Members Houin and Milner moved and seconded to adjourn the meeting. Mayor Pro Tempore Ecker declared the meeting adjourned at 6:12 p.m.

Jeanine M. Xaver, IAMC, CMC
Clerk-Treasurer

APPROVED:

Don Ecker, Mayor Pro Tempore