

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on December 9, 2024. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana.

Mayor Robert Listenberger called the meeting to order. Listenberger presided for Board Members Duane Culp, Don Ecker Jr., Shiloh Milner, and Dave Morrow, who were physically present. City Attorney Jeff Houin and Clerk-Treasurer Lynn Gorski were also present. The public was able to see and hear the meeting through Microsoft Teams.

Board members Morrow and Ecker moved and seconded to approve the minutes of the regular session of the Board of Public Works and Safety meeting of November 25, 2024, as presented. The motion carried.

Mayor Listenberger explained that normally the US 30 West ProPEL discussion would be on the council agenda, but they wished to move it ahead as the Plan Director had to be at two meetings at the same time.

Scott Sandstrom of CDM Smith explained that he was the Consultant Study Manager working with INDOT on the US 30 West ProPEL Study. He explained that this briefing would include information on the Alternatives' development and screening process, particularly what was called the Level 3 Screening Process. It is important to note that all concepts shown are preliminary and can be subject to change. He proceeded to give his presentation as seen below and Plan Director Ty Adley offered the ProPEL 30 West City Response as seen below.



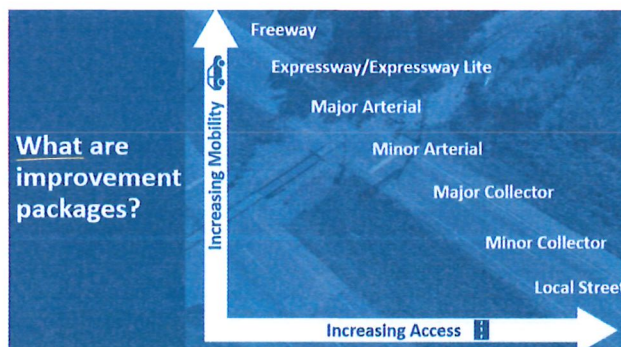
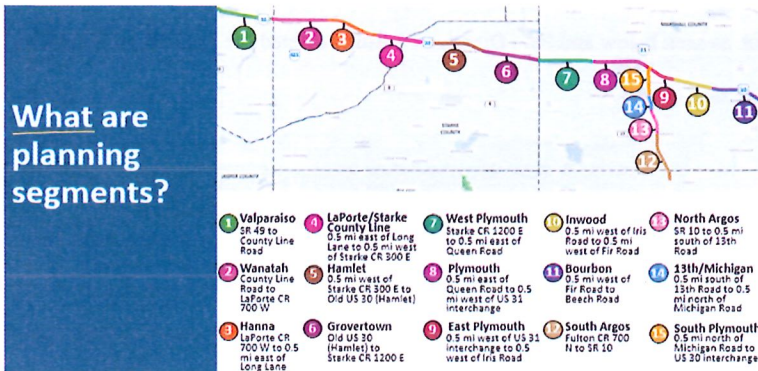
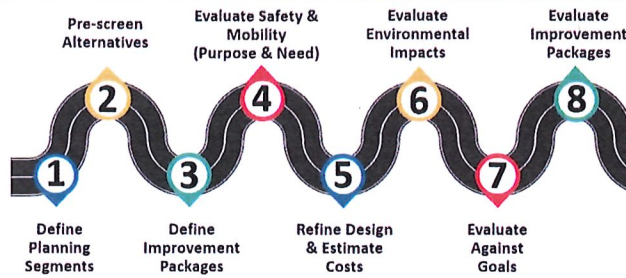
The purpose of transportation improvements along the US 30 West corridor is to improve regional mobility and safety along US 30 and US 31 and preserve both as vital statewide transportation corridors for moving people and goods.



Study Schedule



Level 3 Screening Process



How did we evaluate improvement packages?




Safety Mobility

How did we evaluate improvement packages?





Cost Environmental Resources

Segment 15 – South Plymouth


How did we evaluate planning segments?

No-Build: Arterial – Carry Forward




Free Flow

Package 1: Expressway - Recommended




Free Flow

Package 2: Expressway – Carry Forward




Free Flow


Package 3: Freeway – Carry Forward




Free Flow

High Access/
Low Cost





Low Access/
High Cost



PRELIMINARY AND SUBJECT TO CHANGE; FURTHER STUDY TO DETERMINE ACTUAL CONFIGURATIONS.



Plymouth
INDIANA

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Planning Director
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ProPEL 30 West City Response
(City Council/Board of Public Works)

Date: 12/9/2024

Summary

The ProPEL US 30 West Level 3 Study was completed just shy of one month ago and a drafted response on behalf of the city has been pulled together by newly hired Planning Director Adley in coordination with several individuals. Below is a brief on the project with associated maps for consideration. The City's response will be submitted ahead of the deadline to ensure that our citizens and officials are heard.

Analysis

The Level 3 Analysis breaks down the 30 West region into 15 planning segments that include 2-5 intersections with the highway. We broke down 4 of those that are closest to Plymouth. Within each segment there are 3-4 proposed packages that vary in types and combination of intersection improvements. Each package was then ranked based on its effectiveness at meeting the PEL's goals. They were either eliminated, carried forward (good scores but not the best), or recommended (rated the highest).

Conclusion

Based on review of planning segments 8,9,14, and 15, we have come to the conclusion that some of the various packages have good features and some of the proposed changes we do not believe are in the best interest of the City.

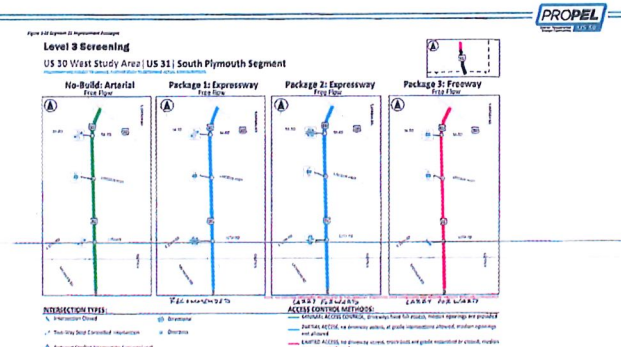
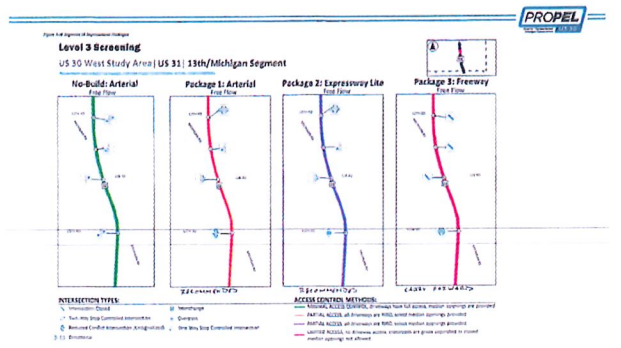
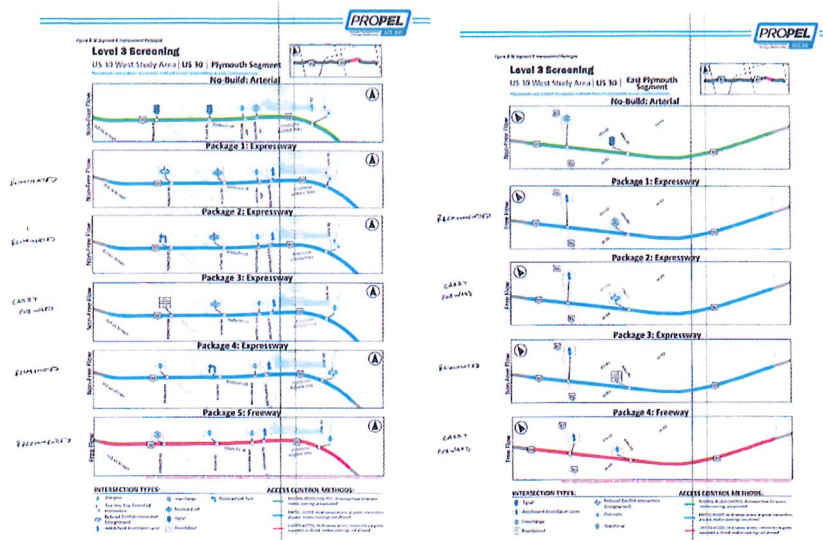
Request

We politely request that you share your thoughts on the proposals with the Mayor, City Attorney, or Planning Director in order to summarize and provide a cohesive response to the Level 3 Analysis. It is also encouraged that additional responses are sent in using the online application on the US 30 West website.

Should you have any questions please let me know.

Sincerely,

Ty Adley, AICP
Planning Director
City of Plymouth



Morrow asked him to explain the left turn concept on 9A Road.

Sandstrom replied that it would essentially be what was out there now, but it would also have a left turn southbound. He stated that currently on 9A Road, you are not allowed to go left or straight going southbound. He explained that for a lot of segments, there were not a lot of changes and as for the Bourbon, Indiana segment, they were recommending a no build as there were no issues out there.

Ecker asked Fire Chief Holm and the rest of the department heads if they had an opportunity to look at this report.

Holm replied that he had not provided too much input, but they had been looking over as the reports came through for the different intersections to see how access would look.

Sandstrom believed that in the main Plymouth segment along US 30 that all the crossings were maintained in all the packages so that should not be a concern for emergency services.

Mayor Listenberger asked for clarification that this preliminary. He asked if once they get dialed down and want to work if there would be plenty of opportunity to voice our opinions or if now was the time to really voice their concerns.

Sandstrom replied that now would be a good time as there had been no scoping of projects as theoretically down the line the district would look at the information that they present in the final ProPEL Study and start to look at the priorities they would want to do. He stated at that point it would go into the National Environmental Policy Act (NEPA) planning process with federal funding and there would be more public involvement at that time. He explained that the benefit of the ProPEL study was that it comes early, and they are aware of it when they are scoping it.

Mayor Listenberger asked if it was mentioned earlier that INDOT had not put any money into this study.

Sandstrom replied that they had spent money on the study but there was no money put into the projects.

Morrow asked if the study had any economic impact on the area or any justification on the access points.

Sandstrom replied that one of the goals was economic development and as part of that goal, it measures how access points change up or down and then they could see if that package diminished or improved on economic development. He stated the focus was on transportation needs as part of the study, but with economic development as a known commodity that they need to be aware of.

Morrow stated that his personal concern was that it could have a real negative impact on the east side of Plymouth, especially by the access that would be limited. He stated he would love to see that addressed.

Mayor Listenberger asked if Lincoln Highway was being overlooked because it was so close to the exchange.

Sandstrom replied that it would remain as is.

Mayor Listenberger stated that the City of Plymouth was putting together their response for Friday, and they had already started it. He stated they would like to engage the county and other agencies around the county to be involved with the response or to provide individual responses.

Adley stated that in terms of preliminary findings overall that he believed it was a good plan with several different packages that identify different options that could help them move forward. He believed there were also plenty of packages or combinations of packages that they could coordinate and work on to find some additional levels of improvement. He stated that a few they were looking at were the Lincoln Highway interchange, specifically on the east side. He stated that the next interchange gets into the Michigan Road accesses but those begin to really diminish the capability of the City of Plymouth to move into development on the east side. He stated that for 9A Road, it was either made into no access or some sort of limited access. He added that he did not catch that the southbound lane on 9A Road was going to be proposed but he had some different feelings on that one. He stated if they do not get into the Lincoln Highway aspect that it would be something that could be missed and truly catapult Plymouth forward and tie back into Lincoln Highway being the old historic route into the City of Plymouth, so we would like to see access there. He believed that would provide the ability for central eastern Plymouth the ability to develop east bound. He believed in the ability to relieve the access points getting into 9A Road and the complexities of the access points south of the railroad tracks as you head down US 31. He stated the other point of access they were talking about in terms of high priorities would be the collection of access improvements around Michigan Road connections with US 31. He stated one of the proposals they have with the county in relationship to their plan with US 30/31 was essentially a joint intersection improvement series where they are restricting access at 12th Road where Marshall County REMC was but providing a collection of bridge frontage road interchange between Michigan Road north all the way down to Michigan Road south or 13th Road. He stated that way different packages were able to pick up different parts and pieces in association with that but there was not anything that tied all those together that would provide a well-rounded approach to be able to bring together not only the City of Plymouth but also

Bourbon, Argos, and Knox. He stated that due west of 13th Road, it takes you to State Road 8 connecting to Knox which would provide that additional accessibility through multiple municipalities. He stated Marshall County would be directly impacted by 9 out of 15 of the planning segments so there was substantial interest in Marshall County having a vested say in making sure we get our word out in this response to capture our thoughts and feelings on this.

Sandstrom stated that comments are important because even if all the packages do not change, it would still be documented as far as what Plymouth or Marshall County believe. He stated when they scope the project, they would see the suggestions and scope them out to see if they could be a reality. He stated he was not going to promise that they would go back and make all the changes but the important part in his mind would be that it was documented for what the locals want. He stated when INDOT does go and look for an actual project, that your comments would be there in the same report they are looking at to start with. He stated as far as they have been told, INDOT plans five years out on their programs so it may not start until five years from the end of the study.

Mayor Listenberger stated that it seemed as if projects always start from the larger communities like Fort Wayne, Indianapolis, South Bend, etc. before they trickle out into the rural communities like Plymouth. He believed if there were going to projects planned along US 30, that it may be better to pick projects instead of starting on one end or the other so that everyone can see growth along the whole route.

Sandstrom believed that would be a good idea especially for safety improvements that could be done now.

Mayor Listenberger stated that Adley was putting together a formal response by this Friday so it would be nice to provide that input to Adley for his response.

Houin stated that Adley put together a response from the city that showed actual excerpts from Level 3 Report and encouraged everyone to review it. He stated these were all options from that study area and Adley had handwritten some notations. He provided an example stating that certain options were eliminated by INDOT through the ProPEL for various reasons. He explained the ones carried forward are the ones still being considered and then the recommended option. He stated this was a quick reference for the board to look at and see what the options were in all the different areas. He also recommended reviewing the actual study as there was much more explanation of those options and how certain recommendations arrived at.

Morrow stated that some of the pillars earlier were cost and safety.

Sandstrom replied that those were some of the categories of evaluation and there were four of them.

Morrow asked how many were driven by cost through INDOT.

Sandstrom replied that it was a planning study, and they were not trying to meet a certain number at that point. He stated they were looking to see if safety and mobility were improved and if they would be worth the cost. He explained there was a factor in there called the cost efficiency index. He stated that it looked at what a potential reduction would be in severe crashes in a segment based on a package and how much that cost and if per one of those crashes if that would be reasonable. He stated that it was part of it but not all of it.

Morrow replied that he understood, and that safety was one of the most important aspects of the whole study, but they must consider the economic impact on not only Plymouth but the county. He stated he personally does not like the present plan as it would damage this community so he was hoping they can come up with something better.

Mayor Listenberger stated they would word that rather strongly in their response. He stated there was a US 30 Coalition that Mayors/Commissioners belong to across the corridor and what he had been hearing was that they all have similar concerns.

City Attorney Houin introduced the 2025 Animal Control Services Agreement.

Houin stated that it was nearly identical to previous years and the only change that was made was that the old contract referenced dog licenses, which had been repealed so the language had been removed from the contract.

Ecker asked for clarification that there had been no change in the amount. Houin agreed. Ecker asked if the Humane Society continued to respond when there were issues with dogs at large. Police Chief John Weir agreed. Ecker stated that was a concern in the past and he wanted to ensure that communication had been continuing.

Board members Ecker and Milner moved and seconded to approve the 2025 Animal Control Services Agreement as presented. The motion carried.

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, December 9, 2024

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this 9th day of December, 2024, 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, 2025 to December 31, 2025. 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 ten days of 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 52 of the city code, which include ordinances to regulate 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 receive any injured animal or any animal which is otherwise unreasonably 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 Sheriff's 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.

THE MARSHALL COUNTY HUMANE SOCIETY, INC.
 Nancy Cox, Executive Director
 CITY OF PLYMOUTH
 Robert L. Ecker, President of Board of Public Works & Safety and Mayor
 City of Plymouth

ATTEST
 [Signature]
 Board of Public Works & Safety and Clerk-Treasurer, City of Plymouth

City Attorney Houin introduced an Interlocal Agreement Between the City of Plymouth and Marshall County for Planning Services.

Houin stated that many years ago Plan Consultant Ralph Booker was the County Plan Director and instead of hiring their own consultant, the City of Plymouth had entered an interlocal agreement with the county for his services. He stated now that Ty Adley had left the county and was the full-time City Plan Director, the County was in the process of finding a replacement. He explained that in the meantime they needed some help, so they swapped roles from what they previously had with Booker. He stated this contract would allow Adley to spend some of his time during the workday working on County plan activities and the County would pay the city for those services. He stated it was a one-month contract for the month of December and if there was a need to extend it, then they would have to negotiate with the incoming county government after the first of the year. He stated that it had already been approved by the County Commissioners and in front of the council for their approval to charge the County with the work.

Board members Ecker and Morrow moved and seconded to approve the Interlocal Agreement Between the City of Plymouth and Marshall County for Planning Services as presented. The motion carried.

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, December 9, 2024

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

THIS AGREEMENT is made and entered into this 22 day of November 2024, by and among the following local governmental subdivisions, the City of Plymouth, Indiana, hereinafter referred to as "City," acting by and through its Board of Public Works and Safety and Marshall County, Indiana, hereinafter referred to as "County," acting by and through its Board of Commissioners

WITNESSETH

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

WHEREAS, the City has employed a full-time City Plan Director who handles the day to day planning work of the City and who advises and assists the City Plan Commission and the City Board of Zoning Appeals in addressing all matters that come before those bodies, and

WHEREAS, the County has similarly established its own County Plan Commission and County Board of Zoning Appeals and has established a Planning Office led by the County Plan Director, and

WHEREAS, the position of County Plan Director is currently vacant and the County wishes to contract with the City for the entire position of day-to-day planning services, advice, and assistance through the City Plan Director, and

WHEREAS, the City and County 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 until the County is able to fill the position of County Plan Director, and

WHEREAS, the City and County intend this Agreement as an informal cooperative agreement for services, pursuant to Indiana Code § 30-17-2(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 City and the County mutually agree to the following terms and conditions:

1. The City agrees to provide the County with the following planning services, all of which are to be performed by the City Plan Director during regular City business hours:

- A. Review all pending matters before the Marshall County Board of Zoning Appeals (BZA) and Marshall County Plan Commission (Plan Commission);
B. Provide consultations as required with members of the BZA, members of the Plan Commission, Plan Commission Attorney, and other representatives of the County 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 County personnel, for the BZA and Plan Commission with regard to all planning and zoning matters pending before said bodies. Generate adjacent letters in accordance with legal notching requirements using County software and maps;
D. Provide assistance to the County in keeping the County zoning map up-to-date;
E. Act as the Plan Commission Recording Secretary with all legal advertisements for the Plan Commission and BZA;
F. Act as the Plan Commission Recording Secretary with all legal advertisements for the Plan Commission and BZA.

2. To the extent applicable the services set forth in paragraph 1 above are to be performed on City computers and systems or County computers and systems, as deemed most appropriate by the City Plan Director. However, to the extent printing or other data output is required, such materials are intended to be printed on County personnel for printing or output on County equipment or facilities, or necessary and appropriate office supplies or materials are to be provided by the County to the City for printing or output on City equipment or facilities.

3. The City and the County agree that the services set forth in paragraph 1 above are to be performed by the City Plan Director with assistance from County staff. The parties do not contemplate the use of other City personnel in the performance of such services.

4. The County agrees to pay the City the sum of Eight Hundred Seventy Five Dollars (\$775.00) per month during the duration of this Agreement.

5. It is understood and agreed that this Agreement and the binding upon the parties hereto pursuant to its terms and conditions and both parties are duly authorized to enter into, execute and carry out the Agreement pursuant to its terms. Neither this Agreement nor any attached exhibits may be assigned by either party without the prior written consent of the other party being first obtained.

6. It is understood and agreed that this Agreement shall be in effect for a period of one (1) month beginning on December 1, 2024 and terminating on December 31, 2024. This Agreement may be extended for additional terms of one (1) month each by mutual agreement of all parties.

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

CITY by its Board of Public Works and Safety Robert Listenberg, President

COUNTY by its Board of Commissioners Stan Milner, President Mike Burroughs, Vice President Kevin Overmyer, Member

Board members Morrow and Milner moved and seconded to allow the payroll for November 27, 2024, and the claims for December 9, 2024, as entered in Claim Register #2024-23. The motion carried.

Board members Ecker and Milner moved and seconded to accept the following communications:

- December 9, 2024 Docket
November 26, 2024 Technical Review Committee Minutes
Building Department Activity Report – November 2024

The motion carried.

There being no further business, Board members Milner and Ecker moved and seconded to adjourn. Listenberger declared the meeting adjourned at 6:39 p.m.

Lynn M. Gorski, Clerk-Treasurer

APPROVED: Robert Listenberger, Mayor