

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on March 10, 2025. 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 Culp and Milner moved and seconded to approve the minutes of the regular session of the Board of Public Works and Safety meeting of February 24, 2025, as presented. The motion carried.

City Attorney Houin and Utility Superintendent Donnie Davidson made a last call for quotes before opening them as follows:

CITY OF PLYMOUTH, INDIANA		
2025 3/4 TON PICKUP TRUCKS FOR WASTEWATER DEPT.		
QUOTES RECEIVED: MARCH 10, 2025		
TRADE-INS	OLIVER FORD LINCOLN 1001 E JEFFERSON STREET PLYMOUTH, IN 46563	AUTO PARK 2705 N MICHIGAN STREET PLYMOUTH, IN 46563
WASTEWATER 1996 FORD F250	\$51,718.00	\$45,694.28
WASTEWATER 2004 FORD F-250	\$52,018.00	\$44,239.28

Davidson stated he would like some time to review the quote and to take these under advisement. At the following meeting present a recommendation.

Board members Morrow and Ecker moved and seconded to take the bids under advisement. The motion carried.

City Engineer Sellers introduced a contract with USI Consultants for an Engineering Assessment Study of E. Jefferson Street and Lincoln Highway. He stated he was not sure he would call it a road diet but rather an engineering assessment study with the purpose of identifying and propose safety enhancements including pedestrian and ADA accessibility within the existing available right-of-way (ROW). He explained this would be from the eastern city limits to the western city limit with pavement width reductions. He listed key focus areas of the study including the Jefferson/Liberty Street intersection, Jefferson/Lincoln

Highway Intersection, and while they are at it, they may offer opportunities to correct or enhance the city utilities within the ROW. He stated reasons for this study come from a Michiana Area Council of Governments (MACOG) regional safety review. He stated it was discussed that because of the width of the road, that it led to the propensity for vehicles to speed. He explained that this route was built to bypass the Plymouth Downtown area almost 100 years ago in 1929. Sellers stated that the route was considered more a city street with schools on either side and a potential obstacle for children walking to and from school. He explained there was a desire from the city for safe and accessible sidewalks. He stated the cost for this study was \$40,000, with the goal of being eligible for INDOT LPA funding programs. He explained that most of those projects are within the \$6 million range, and they are typically an 80%-20% match with a city share of \$1.2 million.

Mayor Listenberger asked for clarification that this was in his budget.

Sellers replied in agreement and stated that it would be coming out of the contractual engineering budget that had been appropriated for that year.

Houin stated this contract was for the engineering study that was being proposed. He stated it would provide conceptual ideas for how Jefferson and Lincoln Highway could be improved in the future. He stated what they anticipated that they could take the results of the study and segment it into separate projects so that the city could decide which they need to pursue for federal funding. He stated those projects are typically 5-6 years out so they are looking long into the future before the work would be done but this would provide the engineering assessment so they could start preparing for that.

Ecker asked when the assessment would begin and approximately how long it would take to complete.

Houin replied that they would be ready to start as soon as the agreement was signed.

Katie Richert of USI Consultants stated that they could start as soon as the agreement was signed, and they had a notice to proceed. She explained that the timeframe they had outlined in the agreement was three months until completion. She stated they were planning to format the study like a federal aid funding application so this could be used as a school for that funding application. She stated that the applications for that federal aid funding are open in the Fall every year from the beginning of November to the beginning of December. She stated they would have the study completed and plenty of time to make recommendations and

have discussions with the city about those recommendations for projects before that application window opened that Fall.

Culp asked if this would be from Liberty Street until it split at Lincoln Highway.

Houin replied that it would be from Lincolnway East at the eastern city limits to Jefferson Street on the western city limits. He stated it would cover the entire Jefferson/Lincolnway corridor. He stated that items Sellers mentioned were areas they already identified as problems they would like to resolve so there would be special attention placed on those areas. He added that was where they started looking at it and as they talked about it, they believed that they needed to study the entire corridor so they knew of all the future work that could fit into the entire plan.

Ecker asked how long it would take to complete the project.

Sellers replied that it would take about as much time as Hoham Drive.

Houin commented that federal funding projects are scheduled years out so if they were to apply for and be awarded funding that it would be planned for construction five years from the award.

Ecker stated that these are the things they keep talking about so rather than reacting that they need to be proactive. He stated he would rather they spend funding now to tell them if it was feasible or not.

Board members Ecker and Morrow moved and seconded to approve the Agreement with USI Consultants, Inc. for an Engineering Study as presented. The motion carried.

Building Commissioner Dennis Manuwal Jr. stated he had sent his report on The Pointe Apartments and that morning Anthony Collins of Rich-Mons Group had called left a message. He stated once he made it back to the office that he had reached out to Collins, and they did have an electrical company come out but a electrical report was not provided. He stated rather the electrical company called him and verbally informed him of what they did. He stated they got the alarm system functioning internally with some things that need to be accomplished and for the electricity he still needed to get all the circuitry labeled as nothing had been labeled. He explained that he was concerned as Collins admittedly said some of the wiring was a little over his head. He stated when he spoke to the electricians that night that Collins was forthcoming with them and asked them to take care some of the stuff over his head. He stated his recommendation would be to have electricians come in and label all the

circuits properly. He stated he was worried it may be more than Collins can handle, and he does not want circuits to be mislabeled.

Culp asked if the recommendation was to table this until he had time to complete that.

Manuwal replied that it was up to the board on whether they would like to table this or if they would like to proceed.

Houin stated that procedurally the Building Commissioner imposed a fine for failure to comply with the order to take action and rather than taking action the board deferred the fine to give Manuwal a chance to inspect the property to ensure that items were addressed. He explained they could continue to defer the fine, waive the fine, or impose the fine.

Morrow stated that he was under the impression they were going to have a test on the fire suppression system.

Manuwal explained they had not accomplished that yet as some of the sprinkler heads had not been replaced and some that were replaced had been replaced with the wrong head units. He stated he was informed that night over their call.

Mayor Listenberger added that it sounded like they were not ready yet.

Collins stated that the sprinkler heads got fixed and what happened was they were sideways and not upright. He stated they just had the fire alarm system hooked up with a whole new board programmed with new fire pull stations and alarms. He explained that it was all done over the weekend so the only items left were a couple of little things and the electricians still needed to label everything for each room but there were a lot of rooms. He stated all the exit signs were working now and the electricians fixed all lights in the rooms. He stated all that was left was for someone to come out and do a compression test on the sprinklers and for Manuwal to conduct another inspection.

Manuwal stated in his report and what he told Collins about earlier was that there were still some walls that were soft that needed replacement. He stated not all the sprinkler heads had been replaced.

Collins stated that a couple were missed in a couple tight spots like in a closet, so it was an honest mistake, but they had put in new ones.

Mayor Listenberger asked if this could be tabled until they were 100% ready. He stated there was no reason to show up here if there were still items that needed addressed.

Houin replied that they could continue to defer the fine until then.

Morrow stated that this had been lingering for months and in his opinion, Collins stated at the last meeting that it would all be done by this Monday if not sooner, but the electricians show up that day.

Collins stated that the electricians showed up last week but called Manuwal today.

Morrow believed they should have written reports from the electrician, fire suppression system, and remediation testing for mold. He stated he was not in favor of waiving the fine at that time.

Mayor Listenberger stated that he was not in favor of removing the fine but rather deferring it. He stated that at the same time they could impose the fine and have Collins come back when it was all completed.

Ecker stated he did not believe they should remove the fine, but rather have it enforced. He explained they had the issue come up last year and it was a deterioration over many years that nobody had paid attention to. He stated that Manuwal had paid a lot of attention to this property, police had been involved, and they had people's lives at stake. He stated they took \$2,500 off the fine originally and that the remaining \$2,500 needed to remain in place and enforced.

Houin stated if they were to impose the fine of \$2,500 that they could add additional fines every 90 days they were to remain out of noncompliance.

Mayor Listenberger asked how The Pointe could get occupancy there again.

Manuwal replied that the fine would have to be paid, they would need to have a pressure test, have a report of the alarm system, report from the electricians, and an air remediation test done.

Mayor Listenberger asked if all of those were not completed within 90 days that an additional fine would be imposed.

Houin replied that the Building Commissioner would have to impose an additional fine and then the owner would have the option to come to them again to appeal that fine.

Board members Ecker and Morrow moved and seconded to impose the fine of \$2,500 with the option of added additional fines if this was not remedied within 90 days. The motion passed by roll call vote.

In Favor: Ecker, Morrow and Listenberger

Opposed: Culp and Milner

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, March 10, 2025

Mayor Listenberger stated that the city was incurring time, and this was taking time from staff.

Collins stated us taxpayers pay for them to be there. He stated he understood that it had been a long journey, but they put over \$250,000 into the building. He stated that Bob Richards of Rich-Mons Group was paralyzed so there was nothing he could do so he was relying upon others. He stated he understood where they came from, but they just spent \$7,000 to put the alarm system in and he was not made of money. He stated that the air quality test was over \$5,000 so he was frustrated. He asked if they had 90 days to get everything finished.

Culp added that it also had to be inspected.

Collins asked how long he had to pay the fine.

Gorski replied that it was due immediately.

Collins asked what would happen if Richards did not agree to pay for it.

Mayor Listenberger replied that there would be a lien on the building.

Houin replied that he could not provide legal advice, but the statute does allow the fine to be appealed to the court and if it was not paid then the city would have the option to take action to enforce and collect that.

Collins replied that Richards was not going to pay for it, and he did not want to waste their time coming back and seeing them.

Police Chief John Weir stated he had reviewed the vehicle quotes and Auto Park came in with all six vehicles at \$8,367.60 less than the next lowest bid so he recommended they order the vehicles from Auto Park.

Culp asked if the quotes were identical.

Weir replied that the Ford quote form was identical across the board for all of them.

Morrow asked if they had to take the lowest bid by state statute.

Houin replied that state statutes say they must award the bid to the lowest responsive and responsible quote. He explained that responsive means that they are quoting what was requested in the request for quotes and if they were identical then they would both be responsive. He stated for someone to not be responsible; they had to have some type of documentation to show that it was not a responsible bidder. He stated he could not provide an exhaustive list, but he could provide examples in previous situations. He listed that some companies had a poor track record of breaching contracts and not completing projects, if they had the proper documentation to show one of the quoters not being responsible in fulfilling a

previous contract or if work was subpar, then they could consider them not being responsible. He stated in this case they are not constructing cars but rather selling the cars so it would not be a matter of them following through on the contract. He stated the short answer in this situation that he would recommend award to the lowest quote.

Ecker asked for clarification these vehicles were gas engines with ballistic doors. Weir agreed.

Board members Ecker and Listenberger moved and seconded to award the bids to Auto Park as presented. The motion passed by roll call vote.

In Favor: Ecker, Milner and Listenberger

Opposed: Culp and Morrow

Weir stated that the second thing he wanted to address was with the money saved from purchasing the Honda and six Explorers, that he would want to allocate or appropriate the funds to go towards Flock Safety Cameras being reinstated. He stated he let those lapse last year because they had a price increase, and he did not understand the budget yet on paying for them. He stated that cases had started piling up and these were case breakers. He stated the original price was \$3,000 a camera for a total of \$15,000 and they ended up cutting the installation in half over the ordeal last year. He stated the first payment that year would be \$16,625 and then next year would be \$15,000.

Ecker asked if they were getting five this year and five next year.

Weir replied that it was a recurring fee.

Culp asked if the funds would have to be reappropriated.

Gorski replied that cars were budgeted in equipment, and this would not be equipment. She stated the request would be to move the money out of equipment into contractual services to pay for these cameras. She stated if they would like to move forward with that, then at the next meeting, she would prepare a resolution to transfer the money from equipment into contractual services.

Board members Culp and Ecker moved and seconded to approve the request as presented. The motion carried.

Board members Milner and Culp moved and seconded to take the discussion on the Police Uniform Credit Policy off the table. The motion carried.

Houin stated the purpose of this policy change was that Indiana statute explained that a city shall provide active members of the police and fire departments with all the uniforms,

clothing, arms, and equipment necessary to complete their duties, or after one year of service those officers could be required to provide their own clothing and equipment if the city were to pay them an allowance to be used toward that. He stated that historically the city had paid a clothing allowance to police officers and firefighters so they could purchase whatever uniforms, clothing, or equipment that they require to do the job. He stated the proposition here was a shift away from that allowance to the city providing those necessary items. He stated there were a couple of advantages because if an allowance was paid, then the city would not have any control over how that money was spent so it becomes a taxable benefit to the employee four times a year. He stated they get to decide whether they want to buy a new uniform shirt or groceries with that money so it would entirely be up to them. He stated this would bring control back to the department on what the money would be used for and then because of that it would be exempt from taxation. He stated the other thing was that it would give the Police Chief control over what was being purchased with the money so the department could monitor what the needs were and ensure that each officer was getting the clothing and equipment they needed while checking what was being purchased for them to use. He stated this policy that was being proposed would shift away from that and there was an amendment to the salary ordinance on the council agenda later that would entirely remove that clothing allowance so the money budgeted would instead stay in the department budget to be used for purchases on behalf of the officers. He stated that it was currently a \$1,200 allowance that would come out to an average of \$1,200 available for each officer for approved purchases under the control of the Police Chief and Assistant Chief.

Culp stated that he had seen this work, and it was an excellent idea.

Ecker asked if this clothing allowance would come from approved vendors.

Weir replied that they would be approved vendors or new vendors.

Board members Culp and Ecker moved and seconded to approve the Police Uniform Credit Policy as presented. The motion carried.

City Attorney Houin introduced Resolution No. 2025-1146, A Resolution of the Board of Public Works and Safety to Amend the Emergency Medical Technician Paramedic Training Reimbursement Agreement.

Houin stated the reason for this amendment was because when this program first started, the city paid for Paramedic Training and the employees who partake in the training agreed to remain employed with the city or pay back the cost of that training on a prorated

basis. He explained when it was first implemented, it was a reimbursement program where the employees paid upfront and then when they completed the training, they would be reimbursed by the city. He stated it had since shifted to the department paying the cost upfront and then the employees starting the training. He stated due to the language in the policy, it said that the contract started when they completed it. He stated because the city was now paying upfront, they want the contract to start when they begin the training.

Culp asked what would happen if they were not successful.

Houin replied that it was also in the policy as it stated if they do not complete their training that they would reimburse the city. He stated it was already in the policy so that did not change.

Ecker asked Fire Chief Steve Holm if he had received any feedback from this.

Holm replied that they had two individuals that this would pertain to as they just paid for their class, and they started about two weeks ago. He stated they were the first two to take an online course for their training and first where the city had paid upfront. He explained if this online course were to work out, they would continue to put people through that as it was a cheaper version as well as accelerated. He explained instead of taking 18 months to two years to complete training, they should be through it in 10-12 months, which benefits the city by getting more paramedics in a timely manner.

Culp asked if there was anyone local assisting with that as well.

Holm replied that on staff for their current Paramedics, they had four Paramedics with their Primary Instructor for EMS, so they are assisting as in-house tutors.

Ecker asked how much it cost to go through this program.

Holm replied that it was \$9,000/student.

Board members Ecker and Milner moved and seconded to Resolution No. 2025-1146, A Resolution of the Board of Public Works and Safety to Amend the Emergency Medical Technician Paramedic Training Reimbursement Agreement as presented. The motion carried.

Exhibit A

RESOLUTION NO. 2025-1146

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY TO AMEND THE EMERGENCY MEDICAL TECHNICIAN PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

Statement of Purpose and Intent

WHEREAS, the City prides itself on having well trained medical professionals that can meet the needs of the citizens. Many of our firefighters are willing to attend Emergency Medical Technician Paramedic training in order to further their education and apply advance skills during unprecedented times. The City makes a substantial investment of time and money in providing Emergency Medical Technician Paramedic training and testing to their firefighters, and;

WHEREAS, the City proposes to amend the current Emergency Medical Technician Paramedic training agreement to begin the 5-year reimbursement contract when the employee will begin the training course. The City now must pay for the Emergency Medical Technician Paramedic training when the classes start, thus the reimbursement contract should begin then as well.

WHEREAS, the purpose and intent of this resolution is to amend the Emergency Medical Technician Paramedic Training Reimbursement Agreement with the following request;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety as follows:

Section 1. The City of Plymouth Emergency Medical Technician - Paramedic Training Reimbursement Agreement shall be amended to remove "the Trainee received his or her EMT-P training" and replace with "the Trainee began his or her EMT-P training" and equivalent substitutions as shown on the attached Exhibit A.

PASSED AND ADOPTED this 10th day of March, 2025

Robert Listerberger, Mayor

ATTEST:
Erin Gorski, Clerk-Treasurer

CITY OF PLYMOUTH

EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

PARTIES

The City of Plymouth, Indiana, by and through its duly appointed Board of Public Works and Safety and its applicable Department Head (hereinafter collectively referred to as "City") and _____ (hereinafter referred to as "Trainee") hereby enter into this Emergency Medical Technician Paramedic Training Reimbursement Agreement and state as follows:

INTRODUCTION

In order to advance the skills and knowledge needed as a first responder for the Plymouth Fire Department, employees may request to obtain their Emergency Medical Technician Paramedic certification, obtaining the EMT-P certification first requires extensive training. The City makes a substantial investment of time and money in providing EMT-P training to its employees.

The City is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to serving the City. Accordingly, it is the intent of this Agreement to provide for an employee to reimburse the City for its expenses associated with his or her EMT-Paramedic training in the event the employee leaves the City's service within five (5) years following commencement of the training. Such reimbursements are to be prorated on an annual basis.

AGREEMENT

1. The Trainee agrees to participate in an EMT Paramedic training and certification program, which the City agrees to pay for.

2. If the Trainee voluntarily terminates his or her employment with the City, or if the Trainee's employment with the City is terminated for just cause, within his or her first five (5) years of employment after beginning the EMT Paramedic training, the Trainee agrees to reimburse the City for all the costs of his or her EMT-P training and certification (including, but not limited to, the costs of wages, training fees, medical testing, etc.), under the following terms:

- a. Trainee will reimburse the City for all cost during his or her EMT-P training, should the trainee not complete the required course or end employment with the City before the course is completed.
b. Full reimbursement of costs for termination within the first year after the date the Trainee begins his or her EMT Paramedic training;
c. Four-Fifths (4/5) reimbursement of costs for termination within the second year after the date the Trainee begins his or her EMT Paramedic training;
d. Three-Fifths (3/5) reimbursement of costs for termination within the third year after the date the Trainee begins his or her EMT Paramedic training;
e. Two-Fifths (2/5) reimbursement of costs for termination within the fourth year after the date the Trainee begins his or her EMT Paramedic training; and
f. One-Fifth (1/5) reimbursement of costs for termination within the fifth year after the date the Trainee begins his or her EMT Paramedic training.

3. In no event shall the reimbursement, as set forth above, be assessed if employment of the Trainee has been terminated in a reduction of force action deemed appropriate and necessary by the City, or if the Trainee terminates his or her employment during the first five (5) years because of a disabling illness or injury which renders said Trainee physically unable to perform his or her job duties for the City, as verified by a competent physician approved by the City.

4. In the event that within five (5) years after the execution of this Agreement the Trainee is: (a) called to active military duty; (b) has any probationary period extended by the City for any reason whatsoever; or (c) is granted a temporary leave of absence by the City, then the period within which said Trainee is required to make payment of the reimbursement as set forth above, shall be extended in an amount equal to the length of time noted above.

5. This Agreement shall become effective upon execution by the Trainee and the City and shall remain in full force and effect for a period of no more than five (5) years following the beginning of the Trainee's EMT Paramedic course, unless extended as provided in Paragraph 4 above.

6. The Trainee expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the City.

7. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties' subject to the expungement of the invalid provision.

9. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

IN WITNESS WHEREOF, the have executed this Emergency Medical Technician Paramedic Training Reimbursement Agreement on the ___ day of ___ 20__.

CITY: TRAINER:
Department Head - Signature TRAINER - Signature
Printed Name Printed Name

Harold ("Sonny") Wyland and Debbie VanDeMark were in attendance to speak on behalf of the Plymouth Foundry regarding the Harrison Street Trail Project. Wyland introduced himself as council for Plymouth Foundry and he was here in the absence of Sam Schlosser. He explained they were there for informational purposes as USI Consultants came out and put stakes on the Foundry property. He stated the Foundry owned everything from the railroad track going east all the way down to Plum Street. He stated that USI Consultants put these stakes out and they run all the way down to Plum Street and an appraiser came out a couple weeks ago to appraise the property. He stated that Schlosser went out and spoke to the appraiser, but they said they did not know anything about the stakes or where this Harrison Street Trail was going to go. He explained it was then stated that the stakes should be inside

the fence by the machine shop but when you site it, the proposed trail would come down across the railroad track down to the front step of Plymouth Foundry, which he did not believe would be in the right-of-way. He stated it would take most of the shrubbery and landscaping out and they had three roadways going into the property. He stated there was a roadway and gate on each side for the machine shop for deliveries and semis, and then there was one on the east side of the building. He stated east from the machine shop, all the way down to the east end of the office building, that there was parking all along there. He stated the reason they are here for information on the project was because it looked like the walkway would come onto Foundry property by the front door and depending upon the width of it, it may do away with the parking as they would stick out onto Harrison Street. He stated this would impede the operations of Plymouth Foundry as they would have trucks going in and out, but they heard the trail would be biking, but the sidewalk was ADA accessible already. He stated that when Schlosser bought the additional property, he put in new sidewalks, new gating, new fencing, etc. for about \$40,000 so the sidewalks are all fine and at least five feet wide. He stated they were all for Plymouth, Indiana but if it were where the stakes were then it would be a hell of a problem as you would step out of the front door onto a trail. He stated they would like to know where this would be.

VanDeMark stated that she could not speak for Schlosser, but she had been the Office Manager for two years and Schlosser had invested a lot in this community. She stated the stakes are inside the fence and this appraiser told her son who was the Plant Manager and Schlosser that they needed to hurry and get this staked. She explained with all the hurrying; they had to express their concerns because there were trucks going in and out of the Foundry every day, so she was not sure it was a good idea to put a trail next to a manufacturing business that had been there for 80 years.

Mayor Listenberger stated that USI Consultants had not provided final drawings yet of where everything would go but they did speak to Schlosser a couple months ago and at that time, he was aware of it all.

VanDeMark replied that the only thing she believed he was aware of was that this was in the talks, but they had not been aware of where it was going to exactly land.

Mayor Listenberger stated he was sure they showed Schlosser preliminary sketches of everything as it was far along. He believed that the final drawings would be done by the end of this year.

Houin commented that it would be much sooner than that. He stated the drawings they showed Schlosser in the Mayor's Office were preliminary and a suggestion of where they could go. He explained one of the issues they were discussing was in front of Plymouth Foundry because the sidewalk was on Plymouth Foundry, but all the parking spaces on Harrison Street are in the public right-of-way. He stated there were several spots along the proposed path where they may need additional right-of-way and USI Consultants are preparing to go out and secure access easements for the construction that would be temporary but in a couple places, they may need permanent trail easements. He stated one of the considerations was to possibly exchange the easement for the sidewalk so they could leave the parking spaces where they are and not run the trail through the parking spaces and eliminate them. He stated until they have the final design, they do not know where it was exactly proposed so they did not have any basis for those conversations.

Wyland asked if that would happen within two months.

Richert replied that USI Consultants was on track to finish those plans within the next couple of months and the plan was to apply for Community Crossings Grant for construction for at least some segment of the Harrison Street Trail in July when the application window was open. She stated that Cory Daly was the Project Manager on this, and he was not there that night, but she would be willing to set up a meeting with him to go through the plans in more detail if that would be helpful for conversations with the Foundry.

Houin stated that was the intention once they had those designs. He stated he had left a message for Mike at the Foundry a couple months ago and told him that until they had the final designs, they did not know where it was being proposed. He stated once they receive them, they would immediately like to be in touch with representatives of the Foundry and talk about how USI Consultants planned to lay it out and discuss options.

Mayor Listenberger asked if they had a pretty good idea in front of the Foundry area.

Richert replied that they could certainly set something up. She explained they would welcome a conversation, and they must adjust plans often after considering feedback like this and they want to ensure the Foundry was comfortable with where they were at.

VanDeMark stated they just wanted to ensure that everyone was on board before the project continued to move forward because they did not want to wait until the very end before discussing it.

Wyland asked if this trail was for joggers, walkers, E-Bikes, etc.

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, March 10, 2025

Mayor Listenberger replied that it would be for all and that they had a lot of people who work in the industrial park area out that way and there was not a safe route for them to travel on. He commented that Councilman Duane Culp had been after this project for a while.

Culp stated that it had been over five years now and one of his biggest concerns was traveling down Harrison Street at nighttime. He stated that his family alone had almost picked off five people travelling down the street and there are a lot of walkers in his district. He stated instead of them opting to use the roadway, he would like them to opt to use a sidewalk, so nobody gets hurt. He believed it would be good for the Foundry and the city.

VanDeMark stated there was a five-foot sidewalk that follows the ordinance right in front of the Foundry. She asked if they wanted to put in an eight-foot sidewalk for the trail.

Wyland asked if it had to be eight foot pursuant to the grant.

Richert replied that it was not based on the grant and the width of the path varies at points in the project. She stated they could sit down with them and the plans so that they could get a better understanding of what was planned so far and help increase that comfort level.

Board members Culp and Ecker moved and seconded to allow the payroll for February 28, 2025, and the claims for March 10, 2025, as entered in Claim Register #2025-5. The motion carried.

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

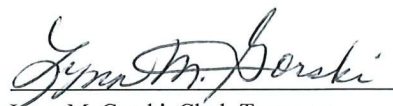
- March 10, 2025 Docket
- February 25, 2025 Technical Review Committee Minutes
- USI Consultants Engineering Study Agreement – E. Jefferson/Lincoln Highway “Road Diet”
- Lincolnway/Jefferson St. Corridor Engineering Assessment Study Memo
- Fire Department Activity Report – February 2025
- Building Department Activity Report – February 2025

The motion carried.

There being no further business, Board members Milner and Culp moved and seconded to adjourn. Listenberger declared the meeting adjourned at 6:53 p.m.

APPROVED:


Robert Listenberger, Mayor


Lynn M. Gorski, Clerk-Treasurer

