

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, February 27, 2023

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on February 27, 2023. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana.

Mayor Senter called the meeting to order. Senter presided for Board Members Duane Culp, Jeff Houin, Shiloh Milner and Bill Walters who were physically present. City Attorney Surtisi and Clerk-Treasurer Gorski were present. The public was able to see and hear the meeting through Microsoft Teams.

Board Members Culp and Houin moved and seconded to approve the minutes of the regular session of the Board of Public Works and Safety meeting of February 13, 2023. The motion carried.

Police Chief Bacon explains that last meeting he asked their permission on the vehicles and he wanted to make them aware they moved forward with the Auto Park Quote for three 2023 Dodge Durango Pursuits. He states Fletcher Dodge was the lowest bid being \$38,519.00 and Auto Park was the second lowest at \$39,411.00. He states that Fletcher is in Franklin, Indiana and south of Indianapolis. In speaking with them, he would have to send four officers down to get the vehicles. He explains having a local dealership, who is putting in a Car Wash, they would be able to enjoy that benefit like they do at Oliver Ford but now with the Dodge vehicles. He states with the Clerk-Treasurer's assistance they were able to find the money to purchase the Durango's so they do not have to go with the Chargers.

Mayor Senter asks why no Chargers.

Bacon responds by stating that they would like to stick with SUV's so they can stick with all the equipment they have currently.

Mayor Senter asks if there are any concerns with the Dodges and if they have improved since last time.

Bacon responds by stating that they have two from 2019 when they first came out pursuit rated and there were some issues that Police did not like and they have since been changed. He adds that this morning they also sworn in Travis Schieber and he started today.

Street Superintendent Marquardt explains that last meeting they took fuel bids and they went ahead and checked what the price would be the next day. He states on the 14th of February,

they locked in prices that are listed below.

87E-10+ Gasoline	Transport	Base Price \$ 2.679 per gallon
40,000 gallons +/-		State Excise \$ 0.33 per gallon
		LUST/Inspection <u>\$ 0.01 per gallon</u>
		TOTAL \$ 3.019 per gallon
#2 On Road Diesel	Transport	Base Price \$ 2.997 per gallon
22,500 gallons +/-		State Taxes \$ 0.55 per gallon
		LUST/Inspection <u>\$ 0.01 per gallon</u>
		TOTAL \$ 3.557 per gallon

Marquardt explains that the gasoline was \$0.03 higher than what the bid was the night before and the diesel was \$0.04 higher than the night before due to the markets. He states last year for gasoline they averaged \$3.26/ gallon and for diesel fuel they averaged \$3.00/ gallon which they did really good on diesel last year. He adds that their quantities of diesel are a lot less than their quantities of gasoline. He explains with all of that being said, they are still going to have to figure out where they are on this and where they are on some other things for the warehouse fund. He provides examples of oils for service and copy paper that they are hoping to get a good price for per pallet. He states they will most likely have to do an additional appropriation for warehouse to cover everything.

Mayor Senter explains for those who are unaware that Airport Manager Sheley is currently going for his Associate's Degree and that is why he has not been here.

City Attorney Surrisi presented Resolution No. 2023-1036, A Resolution of the Board of Public Works and Safety to Adopt an Advanced Emergency Medical Technician Training Reimbursement Agreement.

Surrisi explains this is a similar agreement to those of other departments if they are going to invest in employee's training that they hope to get at least three years of value out of that employee. He states if that employee were to separate from the city in that timeframe, then there is a prorated repayment that goes down a third per year in the span of three years. He explains that if there are any questions that Fire Chief Holm or Human Resources Manager Klingerman are here to also answer questions.

Houin asks what the approximate cost of the training would be.

Holm responds by stating \$850.00 and that it is an online course were most of the book work would be online. He explains that the practical skills would be in person so that would involve a couple trips down to Columbus, Indiana.

RESOLUTION NO. 2023-1036

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY TO
ADOPT AN ADVANCED EMERGENCY MEDICAL TECHNICIAN TRAINING
REIMBURSEMENT AGREEMENT

WHEREAS, the City prides itself on having a professional, and well-trained staff throughout all of its departments. Within our Fire Department, we take pride in those employees who are willing to advance their knowledge and medical certification to assist the public's needs. Accordingly, some employees will be required to carry an Advanced EMT certification. The City makes a substantial investment of time and money in providing EMT-A training to the firefighters in need and,

WHEREAS, the City is entitled to expect a reasonable return on its investment in its employees' careers, in terms of commitment of time and devotion to serving the City. Thus, the City proposes the adoption of an Advanced EMT Training Reimbursement Agreement applicable to any employee who receives City-funded EMT-A training and testing. The Agreement requires an employee to repay the actual costs of his or her EMT-A training if he or she leaves employment with the City within three (3) years. The Agreement provides for proration of the reimbursable amount, with the amount being diminished by one third (1/3) after each full year of service; and,

WHEREAS, the purpose and intent of this resolution is to adopt an Advanced Emergency Medical Technician Training Reimbursement Agreement.

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

Section 1. The Advanced Medical Technician Training Reimbursement Agreement, a copy of which is attached hereto, is hereby adopted.

PASSED AND ADOPTED this 29th day of February, 2023.

Mark Senter, Mayor

ATTEST:

Aynn Gorski
Aynn Gorski, Clerk-Treasurer

CITY OF PLYMOUTH
ADVANCED EMERGENCY MEDICAL TECHNICIAN
TRAINING REIMBURSEMENT AGREEMENTPARTIES

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 Advanced Emergency Medical Technician 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 Advanced Emergency Medical Technician certification, obtaining the Advanced EMT certification first requires extensive training. The City makes a substantial investment of time and money in providing Advanced EMT 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 Advanced EMT training in the event the employee leaves the City's service within three (3) years following the training. Such reimbursements are to be prorated on an annual basis.

AGREEMENT

1. The Trainee agrees to participate in an Advanced EMT 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 three (3) years of employment after attaining the Advanced EMT certification, the Trainee agrees to reimburse the City for all the costs of his or her Advanced EMT training and certification (including, but not limited to, the costs of wages, training fees, medical testing, etc.), under the following terms:
 - a. Full reimbursement of costs for termination within the first year after the date the Trainee received his or her Advanced EMT;
 - b. Two-thirds (2/3) reimbursement of costs for termination within the second year after the date the Trainee received his or her Advanced EMT; and

c. One-third (1/3) reimbursement of costs for termination within the third year after the date the Trainee received his or her Advanced EMT.

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 three (3) 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 three (3) 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 three (3) years following said date, 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 Advanced Emergency Medical Technician Training Reimbursement Agreement on the ____ day of ____ 20__.

CITY:

TRAINEE:

Department Head - Signature

TRAINEE - Signature

Printed Name

Printed Name

Board Members Houin and Culp moved and seconded to approve Resolution No. 2023-

1036, A Resolution of the Board of Public Works and Safety to Adopt an Advanced Emergency

Medical Technician Training Reimbursement Agreement as presented. The motion passed by

roll call vote.

Board Members in Favor: Culp, Houin, Milner, Walters and Senter

Board Members Opposed: N/A

Clerk-Treasurer Gorski presented a request to have Mayor's Month of Music bands' checks available to pay bands on the day they perform. Mayor Senter was present to speak on the request.

Mayor Senter states this is something they have done the last four or five years now. He explains they have numerous sponsors this year and are getting more each day so there should be no issue as far as payment.

REQUEST FORM CITY OF PLYMOUTH

Date 02/10/2023

Notice to BOARD OF PUBLIC WORKS AND SAFETY, CITY OF PLYMOUTH, INDIANA

Kindly take care of the following request:

Request to have Mayor's Month of Music bands' checks available to pay bands

on the day that they perform.

7/17/23 Centfield Mafia \$2300	7/14/23 RockDogs \$2400	7/21/23 MOB \$700
7/28/23 WYSIWYG \$1200	8/4/23 The Bishops \$3500	8/11/23 1985 Band \$2800
8/18/23 This Homemade Conspiracy \$1100	8/25/23 PS Dump Your Boyfriend \$3000	
9/1/23 Magic Bus Band \$3500		

Laura Mann Promotion of the City Coordinator

Laura Mann

Signed

124 N. Michigan St., Plymouth, IN 46563

Title

Address

574-936-6717

Phone number

Determination of request:

*Approved by the Board of Public Works & Safety
February 27, 2023*

Return original form to Clerk-Treasurer's
Office after determination is complete.

Sydney Drake Clerk-Treasurer

Board Members Culp and Milner moved and seconded to approve the request as presented. The motion carried.

Board Members Walters and Milner moved and seconded to allow the claims for February 27, 2023, as entered in Claim Register #2023-4. The motion carried.

Board Members Houin and Culp moved and seconded to accept the following

communications:

- February 27, 2023 Docket
- February 14, 2023 Technical Review Committee Minutes
- BPWS – Council Memo – 2-22-23 Executive Session

The motion carried.

There being no further business, Board Members Walters and Houin moved and seconded to adjourn, Senter declared the meeting adjourned at 6:08 p.m.

APPROVED:

Mark Senter

Mark Senter
Mayor

Lynn M. Gorski

Lynn M. Gorski
Clerk-Treasurer