

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on July 8, 2024. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana.

Mayor 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 Houin and Clerk-Treasurer 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 both the minutes of the regular session of the Board of Public Works and Safety meeting of June 24, 2024, and the executive session of the Board of Public Works and Safety meeting of July 1, 2024. The motion carried.

### Bid Opening – Water Street Townhomes

**Notice to Bidders**  
**Water Street Townhomes**  
**Concrete, Framing, and Door**  
**Window Project**  
Notice is hereby given, that Culver Sand Hill Farm, LLC, hereinafter referred to as the Owner, will receive sealed bids for the concrete scope of work located in the 200 block of North Water Street Plymouth, Indiana. Sealed bids must be received by Owner no later than 6:00 pm (Local Time) on July 8, 2024 at the Plymouth Board of Public Works meeting, Plymouth City Hall, 124 North Michigan Street, Plymouth, Indiana. Sealed bids may be delivered to the office of the architect, 120 S. Buffalo Street, Warsaw, Indiana, or to Easterday Construction, 402 N. State Street, Culver, Indiana on or before 12:00 noon (local time) July 8, 2024 and then brought to the Board of Public Works meeting to be opened and read aloud. The Project will include, but not limited to the following work items:

**Package One:** Division 3 Concrete Work as specified in the project manual and shown on the drawings, including ancillary work associated with the concrete construction and including alternate bids for site concrete.  
**Package Two:** Division 6 Panelized Framing and loose lumber FOB Job site as specified in the project manual and as shown on the drawings, including miscellaneous framing required for complete rough framing installation.  
**Package Three:** Division 8 Doors and Windows FOB Job site off loaded and placed inside each townhome unit as specified in the project manual and as shown on the drawings, including ancillary products required for installation. Plans and Specifications for the Project are available by contacting Jeff Kummer (jeff@srkmarch.com) or Brent Martin (brent@srkmarch.com) with SRKM Architecture, or at 574-269-1596.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for each of the three (3) packages. Contractors may bid on any or all of the bid packages. Bids shall include required permits, licenses, insurance, and so forth incidental to and required for the specified scope of work. The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the opening of bids or authorized postponement thereof. A conditional or qualified Bid will not be accepted. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout. The contractor must submit proof of a SAMs number. Contractor acknowledges that proof of SAMs number must be provided before the contract may be awarded and before any applications are certified.

Bids shall be properly and completely executed on bid forms included in the Specifications. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of

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any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.  
June 24, 2024 PM257560 Hespul

Kevin Berger of Culver Sand Hill Farm, LLC made a last call for bids. He read aloud the bids as follows.

### BID Tab Water Street Townhomes 7/8/2024

Bidder	Conc Pckg	Alt #1	Alt #2	Frame Pckg	Window Pckg
Paul Hunt Concrete	253,624 <sup>20</sup>	52,399 <sup>-</sup>	No Bid	No Bid	No Bid
Big C Lumber	No Bid	No Bid	No Bid	237,746 <sup>-</sup>	60,366 <sup>18</sup>
Carter Lumber	No Bid	No Bid	No Bid	No Bid	95,681 <sup>08</sup>
Pella NT	No Bid	No Bid	No Bid	No Bid	125,858 <sup>01</sup>

Berger explained he would review the bids and ensure they had all the proper paperwork.

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Mayor Listenberger asked if they would have to publicly open all bids from the subcontractors for each stage of the project.

Berger replied that it was only required to publicly bid out the work for the READI dollars. He stated they made the public bid for the demolition, and were now publicly bidding the work. He explained the READI dollars totaled up to \$520,000 and that was why he picked the packages as they were early packages and READI wanted to spend the money quickly. He stated the packages were at the start of the project, and it covered the \$520,000.

Houin clarified there was no action required to be taken on opening the bids as Berger just had to follow the public bidding requirement to spend the READI dollars. He stated it was not a public project so they were not officially taking action.

Utility Superintendent Davidson stated he was looking for board approval on the contract from Priority Project Resources, Inc. which was the work on the OCRA grant with Shannon McLeod on the Water Improvements Project. He stated the total amount was \$65,000 and, in breaking it down, the OCRA grant administration was \$55,000, environmental reviews were \$5,000, and the labor standards were \$5,000.

Board members Ecker and Morrow moved and seconded to approve the contract with Priority Project Resources, Inc. as presented. The motion carried.

Davidson listed the following items, the Notice of Award to TGB Unlimited for the Water Main Improvements in the amount of \$1,251,580 for Division I and the Notice of Award to O & J Coatings, Inc. for \$797,000 for Division II. He stated that OCRA had already released the funds so they were ready to start. He stated their intent was to sign the contracts at the pre-construction meetings so they could begin everything at once with the contractor present. He stated he was looking for approval of the two notices of award.

Board members Ecker and Milner moved and seconded to approve the notices of award for the Division I project to TGB Unlimited for \$1,251,580 and the Division II bid to O & J Coatings, Inc. for \$797,000 as presented. The motion carried.

Davidson stated once the contract was signed, the contractor would have 180 days for substantial completion and then another 30 days for final completion. He stated if they did not meet those timeframes, there would be liquidated damages of \$1,000/day.

City Engineer Sellers shared that Hoham Drive was nearing completion. He stated they had surface on and the storm drain was looking good. He stated Gibson and LaPorte Streets had work started and said they were still working on the sidewalk and curb at LaPorte Street,

but they had run into minor changes due to some obstructions, such as trees and hydrants, so there had to be some minor changes to facilitate ADA compliance. He commented that they had started some saw cut work on Gibson Street, but that work had been slower so he was not certain if they would get it completed by the time school began.

Ecker stated that he had driven by a couple of times each week to see the progress and expressed that it had been looking really good. He stated he appreciated what they had accomplished.

Fire Chief Holm stated that there was miscommunication of the date regarding the swearing in of John Kauffman. He explained Kauffman taught CPR classes outside of work and had class scheduled for that night. He asked if it would be possible to have the oath done shortly dependent on the Mayor and Clerk-Treasurer's schedules.

Gorski commented that once they were certain of a date, they would inform the media.

City Attorney Houin introduced a Memorandum of Understanding Regarding Stormwater and Drainage Guarantees.

He explained that it was for the Career Innovation Center Project at Plymouth High School and said they normally require a financial guarantee to be paid in cash or bond. He stated they were attempting to acquire the bond, but it was difficult due to all the different entities involved and as they closed on the financing, they would be creating a building corporation that would be the owner of the property. He stated they were asked by them to waive the financial guarantees, which was what that memorandum suggested. He stated it would be around \$40,000, which would be a challenge to their tight budget on their construction project, and it was really complicated to get a performance bond issued for them. He stated they had worked with the Plymouth School Corporation in the past, and they knew where to find them if there was a problem, so he presented the MOU to waive the financial guarantees for approval.

Mayor Listenberger asked if he recommended approval.

Houin replied that he had spoken with City Engineer Sellers, who would be watching the project, and that he would be working with the departments through the Technical Review Committee. He felt comfortable with this Memorandum.

Culp asked what liability would fall on the city.

Houin replied there was no liability on the city. He explained the purpose of the financial guarantee was if the city had to finish or correct the work, they would be reimbursed



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for what they would have to do. He stated issues were often with contractors who come from out of town and the project was also being done by Majority Builders who the city had great relations with. He stated that given it was through the school corporation, they knew how to hold them responsible.

Culp asked if Majority Builders would be conducting all the work themselves or if they would be subletting the work out.

Houin replied that Majority Builders would be responsible for the work.

Board members Ecker and Milner moved and seconded to approve the Memorandum of Understanding Regarding Stormwater and Drainage Guarantees as presented. The motion carried.

City Attorney Houin introduced a Memorandum of Understanding for Issuance of a Building Permit.

He explained that it was for Arthur Jacob's property at the corner of Elm and Discovery Lane beside Menominee Elementary School. He explained his plan was to build a home and a pole barn on the property and added that currently the lot was not within the city limits. He stated the plan was to subdivide and annex the portion where he was building, but did not want to do it yet due to the topography and soil as he may have to adjust the home and pole barn location. He stated he did not want to violate the setback requirements, so he planned to subdivide the property after he was aware of the exact footprint. He stated the MOU would allow him to get his building permit and start construction and once it was started, he could go through the annexation and building process.

Morrow asked if the intent was to annex all the parcels, including the subdivision.

Houin replied that the intent was to annex the parcel that had the home and pole barn. He believed the current parcel was around 30 acres. He stated he was not certain if he planned to annex all the acres, but rather just the portion where the home and pole barn were located, with the rest remaining outside the city limits.

Culp asked if city utilities would need to be run to the property.

Houin replied that Davidson could correct him if he was wrong, but city utilities already ran adjacent to the property on Elm and Discovery Lane. He stated it would be bordered on two sides by properties already in the city, including Menominee Elementary, and said the entire area was served by sewer and water. He stated that the street was already there, so he would not need a driveway permit as there was already a cut street there. He explained

the original plan was to continue the housing development to the south, but it was never completed.

Morrow asked if the connections would be Jacob's responsibility.

Houin replied that Jacob would have to pay all the normal tap fees and comply with all the building codes and other requirements. He explained that all the MOU would be allowing was for him to start before being annexed into the city.

Jacobs stated he had already paid the tap fees. He explained that the idea was to annex the property before the home was done, and said that once the foundation was done on both, he would be able to get the property squared off and annexed. He believed it would be three acres and imagined it would be a square. He shared that the field behind the eventual home had been turned back to the Department of Natural Resources (DNR) and Ducks Unlimited. He said they had a duck pond that had been put back to wildlife and stated part of the three acres would stay that way, but he was uncertain if it could due to mowing. He stated two acres of it would be Indiana winter and summer grasses that grow up to 3-5 feet tall, and explained that a part of what he had done was add a walkway all around the pond as he and his wife thought it would be educational for elementary students to see the ponds. He stated they put two Indiana hardwood tree spots with nameplates, so children could see the differences.

Houin clarified that if Jacobs did not follow through with annexation of the subdivision, the agreement explained he would waive any rights to oppose annexation in the future, including if the board had the option to annex the entirety of the parcel, he would not be able to object.

Jacobs commented that he did not mind.

Ecker asked if the building permit were issued, what would be the timeline for completion.

Building Commissioner Manual replied that once a permit was issued, there were two years allotted to complete the project. He stated he would have the ability to extend it twice, but if he did not see any progression, he had the authority to withhold an extension.

Houin commented that there was nothing listed under the MOU that required the board to wait that period of time. He stated if they felt there was no progress being made, and they felt it appropriate to annex the parcel, then they had the authority to do so.

Board members Morrow and Culp moved and seconded to approve the Memorandum of Understanding for Issuance of a Building Permit as presented. The motion carried.

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Houin stated the next item he had was for the board to take official action on disciplinary matters involving Plymouth Police Officer Stuart Krynock. He reminded the board that they held two executive sessions, one on June 3<sup>rd</sup> and a follow-up for due process and consideration on July 1<sup>st</sup>, with the recommendation to suspend Officer Krynock without pay for 90 days beginning immediately upon their action, which would make it effective the following day.

Board members Ecker and Morrow moved and seconded to approve the recommendation to suspend Officer Krynock without pay for 90 days as presented. The motion carried.

Clerk-Treasurer Gorski reintroduced the tabled open burn request from Jessica Simpkins. Simpkins was in attendance for the request.

Board members Ecker and Morrow moved and seconded to take the open burn request from Jessica Simpkins off the table. The motion carried.

Fire Chief Holm stated he had gone out the day after the last meeting and spoke with her husband. He said he surveyed the entire area and, from a fire safety standpoint, that he would not have a problem with the burn there. He explained that it was far off from the houses and a lot of the area was skimmed off with dirt. He stated the closest trees, which were still back a good portion of the way, were very green, so he would not worry about any fire spreading there, if any. He stated his only thought would be if the winds were to cause any of the smoke to go through the neighborhood and there were any complaints it would have to be put out at that time. He explained regarding the winds, that it would most likely go out over a farm field and not bother too many people. He stated he was not there to argue about the ordinance, but wanted to let them know his opinion.

Ecker stated he drove by a couple of days after their last meeting and followed up with Holm as he was concerned. He stated the debris he saw back there was consistent with what Holm described and believed it would be best to follow his recommendation as far as putting the fire out if the wind were to redirect it.

Morrow apologized for not putting the decision on the Fire Chief.

Simpkins replied that she understood as they wanted to ensure they were following the proper process, which was why they were there.

Gorski asked when the burn would occur, since the time requested had passed.

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Simpkins replied, with the board's approval, she would like to start Sunday, July 14<sup>th</sup>, and continue into the following week if they were okay with it.

Culp clarified she should call 9-1-1 to notify them of the open burn so the Fire Department would not end up there. Simpkins agreed.

Board members Ecker and Milner moved and seconded to approve the open burn request with the recommendations given by Fire Chief Holm. The motion carried.

REQUEST FORM  
CITY OF PLYMOUTH

Date: 5/31/24

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

Kindly review of the following request:

I would like to get a burn  
permit. I recently bought a home  
that has A LOT of down trees  
that need to be taken care of.  
would like to do a big burn  
week of 6/30- 7/7

[Signature] 586-262-2300  
Signed Phone Number  
Sessica Simpkins 1132 Wagon Drive  
Print Name Address

In-Office Only:

Determination of Request

6/24/24 Tabled for Fire Chief to investigate  
7/8/24 Approved by Board of Public Works & Safety for burn  
to be the week of July 14, 2024

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

[Signature] Clerk-Treasurer  
Signed Title

Board members Morrow and Culp moved and seconded to allow the payroll for June 28, 2024, and the claims for July 8, 2024, as entered in Claim Register #2024-13. The motion carried.

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

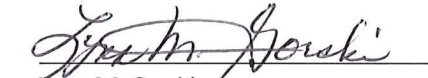
- July 8, 2024, Docket
- June 25, 2024, Technical Review Committee Minutes
- Plymouth Code Enforcement Activity Report – June 2024
- Priority Project Resources Contract
- DIV I – Owner-Contractor Agreement
- DIV II – Owner-Contractor Agreement



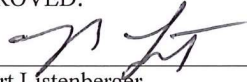
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The motion carried.

There being no further business, Board Members Culp and Morrow moved and seconded to adjourn, Listenberger declared the meeting adjourned at 6:26 p.m.

  
Lynn M. Gorski  
Clerk-Treasurer

APPROVED:

  
Robert Listenberger  
Mayor

**BUILDING COMMISSIONER**

**Code Enforcement**

**Activity Report Summary 2024**

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Tall Grass					23	8							31
Owner Complied					18	6							24
City Action (Mowed)					5	2							7
Action Pending													
Abandoned or Junk Vehicles													
Owner Complied													
City Action (Towed)													
Action Pending													
Debris/Junk on Property	4	5	4	8	2	1							24
Owner Complied	4	3	3	6	2	0							18
City Action (Cleaned)						1							1
Action Pending		2	1	1	0	1							5
Fowl/livestock													
Owner Complied													
City Action													
Action Pending													
Signs in Public Right of Way (Removed)				1	2	0							3