

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, September 22, 2025

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on September 22, 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 and streamed live at <https://www.youtube.com/@CityofPlymouth>.

Board members Morrow and Milner moved and seconded to approve the minutes of the regular session of the Board of Public Works and Safety meeting of September 8, 2025, as presented. The motion passed by roll call vote with all in favor.

Mayor Listenberger introduced a request from Centennial Crossings to reduce the speed limit to 25 MPH. Burke Richeson was in attendance for this request.

Richeson stated he represented Collins Equity Group, Centennial Crossings LLC, and the Homeowners Association for Centennial Crossings. He stated they put in an application to have the speed limit set at 25 MPH within that single family area. He recognized that it was a drop from the traditional speed limit there with the beautiful wide roads that were easy to traverse, which causes a few individuals to go a little too fast. He stated that with the wider road it makes the crossing time a little longer and having children travel to and from schools and parks, they request a drop of that speed limit down to 25 MPH.

They held a conversation regarding the maximum speed limit if not posted.

Richeson stated they wanted to go through this route to verify just to see if we could just put up the signs saying 25 MPH and put in an application and get it approved the way it needed to be before buying signs.

Marquardt asked if they were purchasing and putting up the signs.

Richeson replied that they would buy the signs.

Board members Morrow and Milner moved and seconded to approve the request to reduce the speed limit to 25 MPH as presented. The motion carried.


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REQUEST FORM
CITY OF PLYMOUTH


Date: 8/25/2025

Notice to BOARD OF PUBLIC WORKS AND SAFETY, CITY OF PLYMOUTH, INDIANA
Kindly review of the following request:

The developer of Centennial Crossing, as a unit owner in the Centennial Crossing Homeowners Association and on behalf of the other members of the association, respectfully requests the Board of Public Works approve a 25 mile per hour speed limit on the following roads within the development: Elk Run Dr., Yellowstone Dr., Creekside Blvd, and Glacier Dr. These roads are within a solely residential area with a large amount of foot traffic, slow moving vehicle traffic, and children traveling for school and play. The owners and developer feel the minor reduction in the speed limit will cause little to no harm to anyone and will provide a great deal of added safety for the pedestrians.

Signed  Phone Number 574-914-0071
Print Name Burke L. Richeson, 29739 50 Address 1619 N. Oak Dr.
Plymouth, Indiana 46563

In-Office Only:
Determination of Request 9/22/25
Board of Public Works + Safety approves request to reduce speed limit to 25mph on the above named streets Centennial Crossing to purchase signs.
Return original form to Clerk-Treasurer's office after determination is complete.

Signed  Title Clerk-Treasurer

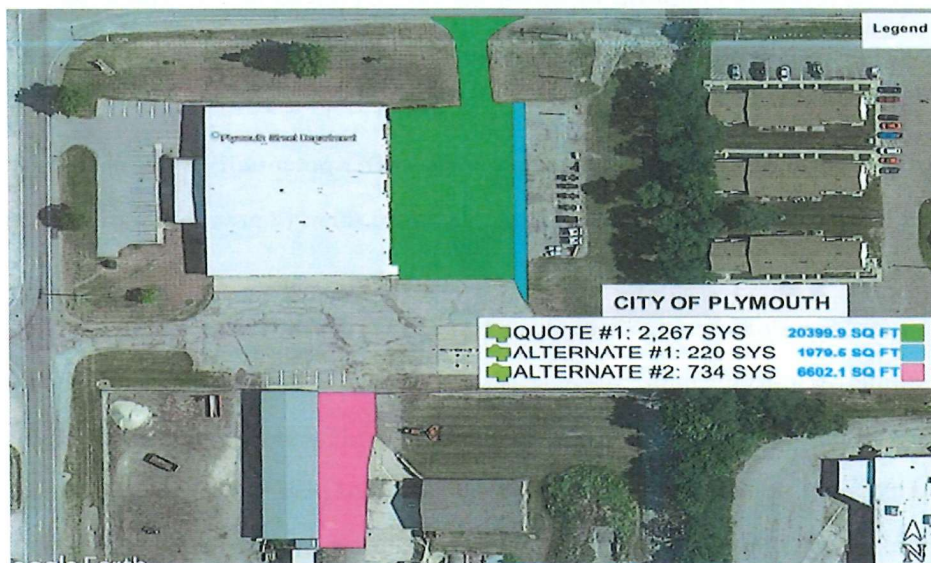
Police Chief John Weir requested a financial guarantee waiver for Flock Cameras. He explained he got a purchase order for those last March, and he was in contact with them wondering what was going on. He stated they hadn't got the thing signed by GIS Coordinator Chris Marshall and he says he was waiting for a financial guarantee. He stated he needed a waiver of the financial guarantee requirement.

Houin stated that Marshall had emailed him about this also because the Flock Cameras are being installed in the city right-of-way, the standard procedure for any work in the right-of-way we require a financial guarantee. He stated because the city was having them installed, then the request would be to waive that financial guarantee because it would ultimately be the city paying a financial guarantee to ourselves to ensure that we had them installed correctly.

Board members Ecker and Culp moved and seconded to waive the financial guarantee as presented. The motion carried.

Street Superintendent Jim Marquardt made a last call for quotes for the Parking Lot at the Street Department. He opened the quotes as follows:

CITY OF PLYMOUTH, INDIANA 2025 STREET DEPT PARKING LOT QUOTES QUOTES RECEIVED: SEPTEMBER 22, 2025			
	E&B PAVING, LLC 310 BLACKETOR DRIVE ROCHESTER, IN 46975	MILESTONE CONTRACTORS 24358 SR 23 SOUTH BEND, IN 46614	RIETH-RILEY CONSTRUCTION 25200 SR 23 SOUTH BEND, IN 46614
BASE BID:	\$81,600.00	\$82,663.18	\$81,021.00
ALT #1:	\$22,760.00	\$9,735.92	\$28,721.00
ALT #2:	\$7,960.00	\$27,423.47	\$17,699.00
BID TOTAL:	\$112,320.00	\$119,822.47	\$127,441.00



Marquardt asked for permission to review these quotes and get started as soon as these have been reviewed as the following meeting was three weeks away.

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

Airport Manager Bill Sheley explained around June or July that Dr. Anthony Witt and he were discussing the Blueberry Stomp as Witt is the current Race Director. He added Witt was also a member of the Board of Aviation Commissioners. He stated with the pending opening of our taxiway; Witt had organized a Plymouth Runway Mile and 5K. He stated that Witt already had the website up with people signed up. He stated June 13, 2026, which was a Saturday, they were going to have a run the runway mile and 5K. He stated it would be aviation themed with helicopter rides with hopefully some display aircraft. He stated the proceeds are going to benefit scholarships for the flight school and high school program.

Building Commissioner Dennis Manuwal Jr. stated for Northgate Trailer Park that they did tear down seven units, sent him a timeline that he still needs to forward to the council, and a temporary structure was put over the catch basin, and they are cleaning up the property. He stated in the timeline they were asking to leave the manhole structure over it until Winter was over.

Manuwal stated for The Pointe Apartments, Doug and Nan Pomeroy want to buy the property. He stated from his understanding they have had a commercial inspector go through the property and look at it. He stated the intention would be to fix up the property, so he had asked them to present a timeline. He stated his recommendation would be if they do not plan on demolishing the property to not lift the order but instead postpone it to allow the Pomeroy's to provide a timeline as he did not want a repeat of what they went through with the property originally.

Mayor Listenberger stated he was aware of this offer potentially coming so he asked the Pomeroy's to visit Manuwal which they did. He asked them to provide them with an update on the purchase offer.

Doug and Nan Pomeroy (277 Juniper Lane, Plymouth, IN 46563)

Mrs. Pomeroy introduced themselves as owners of Shepherd's Beginnings Ministry, Leaders of Celebrate Recovery at Plymouth Wesleyan Church, and Associate Chaplains at the Marshall County Jail. She handed out copies of the proposed plan to the council. She stated they put in an offer which was accepted, and the representatives were here tonight, and they can verify that all the signatures have been obtained from the sellers, partners, and so forth. She stated the offer was accepted with contingencies and the sales agreement was sent ahead of time. She stated in talking with Manuwal, she does realize the problems that existed during the last few years over this property and that was why she handed out the proposed building upgrade safety plan. She stated that they had Koorsen Fire & Security come in today and list what they would check so as soon as they know the demolition order can be reversed, suspended, or postponed, that they would go ahead and sign this so they could come in within the next couple of weeks to do a full inspection of the sprinkler system, the alarm system, and everything else listed. She stated this would ensure that the city and state codes are met.

Mr. Pomeroy stated as far as financial, they are paying cash for the building, and they have enough cash to do all the upgrades and if they needed verification of that he would provide it.

Mrs. Pomeroy stated in two days they do have an inspector, National Property Inspections (NPI) Michiana out of South Bend, coming to inspect the entire building. She stated for the contract they have it in two phases with the fire sprinkler inspection happening first. She stated they were going to follow professional people's advice to get it up to code.

Culp asked what the plan was for the property.

Mr. Pomeroy replied that the plan was a transitional house for people getting out of jail or prison instead of throwing them out on the street. He stated they wanted to bring them in and give them a place to stay for a period, helping them find jobs, transportation, etc. He stated they were working with people at both hotels right now and they have no place to help them get out of that environment and get them to an environment that was safe.

Mrs. Pomeroy stated the number one priority for any of these individuals to reside at this property was that they had to be drug tested and there would be no exceptions to that rule. She repeated that they would have to be drug free.

Ecker asked if the drug testing was one time only.

Mr. Pomeroy replied that it would be random.

Mrs. Pomeroy stated she was not aware that they would want to know the plan for the property, but she had that written up as well. She listed it as their requirement for anyone that wants their assistance. She stated they had several guidelines that they must follow. She listed drug testing, agreements of what they will or will not do, and it was ongoing. She stated they must sign a document as well that anytime we have a suspicion that they would have to submit to a drug test or risk being kicked out.

Mr. Pomeroy stated this was an opportunity because they currently have bought some houses, but they could only help one, while this property could help 30.

Manuwal stated he did also inform the Pomeroy's that this property did lose its grandfather clause and a variance to use it for any kind of residential use would have to go before the Board of Zoning Appeals (BZA).

Mayor Listenberger asked if that was one of their contingencies.

Mr. Pomeroy agreed as it would do them no good if they could not get that.

Ecker asked how they would sustain this program after the initial purchase.

Mr. Pomeroy replied that they do okay.

Mrs. Pomeroy added they would be happy to provide them with that when it comes to that. She stated they would be funding everything, but they would certainly accept donations.

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Mr. Pomeroy added that they would also not stay there for free as it would be like David's Courage. He stated it was very affordable, and it would be part of the responsibility that they need to. He stated they are helping people find jobs now, which was important.

Mrs. Pomeroy stated they were providing temporary work for several people right now. She stated they help them get on their feet, pay their utilities, get signed up for an apartment somewhere, have their first and last months rent, security deposit, etc. She stated there was a good number of people out there at the hotels currently because they can't come up with all that money to get that apartment.

Morrow asked about the fines at the property. He asked for clarification that the fines follow the property and not the property owner.

Houin stated that any fines that go unpaid are added as a lien on the property. He stated there was a signed purchase agreement but that was one of the contingencies in the purchase agreement that the seller must resolve all those fines so that they can deliver a clear title to the property.

Morrow asked what the fine was from the Attorney General.

Houin replied that the Attorney General had a judgement, and the amount was just over \$300,000 with statutory interest occurring on that as well. He explained until a closing date was set, he can't provide the exact amount. He believed they would have to negotiate a settlement with the Attorney General to resolve that lien. He added that was a part of the contingency.

Mayor Listenberger added there was still a lot needed to make this deal happen. He stated he was all about repurposing buildings and he believed this was a building that could be repurposed. He stated in his opinion, he has had several meetings with the Pomeroy's and he felt confident in their ability to repurpose this building and run it effectively.

Morrow stated he could not speak for the BZA, but he would imagine that they'd have some neighbors that are going to object and that would be part of the process. He stated his other concern would be about what would become of the property when they decide they are done with this project.

Mr. Pomeroy stated that time would be when they are buried, as this was their life and retirement.

Mrs. Pomeroy stated this property would be in the name of their ministry and they are a nonprofit organization. She stated this meant that it would continue without them as another charity could purchase the property or assume responsibility for it.

Morrow asked if they had board members. Mrs. Pomeroy agreed.

Ecker asked if they would be looking for a suspension on this order.

Houin replied that the legal term he would use would be a stay of the order, which just means that the order would be paused. He stated he agreed that they did not want to start the process over again. He stated this board had already approved a demolition order and when the owner did not comply with that order, you solicited and approved a quote for the demolition pending approval of funds from the city council. He stated later that night the city council would be considering a resolution to transfer funds to the Unsafe Building Fund that can be used for the demolition. He stated the plan was that at the first meeting in October to consider an additional appropriation of those funds so the demolition contract could proceed. He stated if they were to approve a stay of the demolition order pending any recommendation of the Building Commissioner, that it would pause the process and let the Pomeroy's have a chance to resolve the issues on the property, close on the purchase, and provide Manuwal the opportunity to monitor that so he could come back later and advise one way or the other on if the demolition order should proceed or if the order can be lifted.

Ecker asked for clarification if they stay the order that they are still being asked to proceed with the appropriation.

Houin replied he would recommend to the council that they do still proceed with the transfer of funds and additional appropriation, so they do not have to start that process again if the sale were to fall through.

Ecker asked Manuwal what his recommendation was.

Manuwal replied he would recommend a one-month stay as that would give the Pomeroy's sufficient time to have all their contractors and inspectors come in and give them an estimated time to complete the construction.

Mrs. Pomeroy stated they could get the building inspected in two days and she was told on the phone that night that fire inspection, sprinkler system, and fire alarm can be done in about two to three weeks. She stated at that point they would let her know what needed to be repaired and how long it would take. She asked if the 30 days was just for them to get that far.

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Manuwal replied that she was correct. He stated he would recommend a 30-day stay to allow them to get all that in order and then they can come back to the board. He stated in his opinion, if that was not done in 30 days, then he would recommend going on with the demolition.

Ecker asked if they were talking about having it arranged within 30 days or having the inspections and everything completed within 30 days.

Manuwal replied he would have the inspections completed and a timeline of construction presented to the board within 30 days.

Mr. Pomeroy stated they had a general contractor to inspect the windows, doors, etc., so as soon as they got approval, they would begin work on that.

Mrs. Pomeroy stated they had people lined up and ready to go.

Ecker asked Weir if there were any issues with vandalism or attempted break-ins.

Weir replied that our officers hadn't said anything, or he had not seen anything.

Houin stated if the board approved this tonight, then in 30 days, when the Pomeroy's provide that information, you could take the advice of the Building Commissioner whether to extend the stay or proceed with the demolition at that time.

Randy Longanecker (880 Baker Street, Plymouth, IN 46563)

Longanecker stated he was the Councilman for District 4. He stated his first concern with delaying this was that the contractor may not hold their price, which means they would either have to reappropriate or send this back out for quote for demolition. He stated secondly, this would be in his district, and he would not support it.

Board members Ecker and Culp moved and seconded to stay the demolition order for the 30-day period at the advice of the Building Commissioner Manuwal. The motion passed by roll call vote.

In Favor: Culp, Ecker, Morrow, Milner, Listenberger

Opposed: N/A

Mayor Listenberger introduced a request to discuss the fine at 516 Pennsylvania Avenue. Jerry Haeck was in attendance for this request.

Mayor Listenberger asked Manuwal for a timeline of events.

Manuwal replied that he did not know if he was going to be able to make it that night so he sent a timeline for the property. See timeline below:



City of Plymouth Building Commissioner

Dennis Manuwal Jr
Building Commissioner

Building Inspection
Enforcement

Timeline for 516 Pennsylvania Ave.

June 20 complaint turned into Building Department about the exterior stairs

June 25 Order to take Action under IC 36-7-9-5(a)(5) certified letter mailed out

July 28 certified mail returned unclaimed

Aug 8 Legal publication for the order to take action in the local paper

September 8 notified Board of Works and Safety of the Order to Take Action asked to implement the fine.

Indiana Unsafe Building Laws

According to IC 36-7-9-7(a) An order issued under IC 36-7-9-5(a)(5) does not require a hearing to be held and becomes final 10 days after the notice is given unless a hearing is requested before the ten (10) days period ends by a person holding a fee interest.

IC 36-7-9-7.5 (b) if the person to whom the order was issued fails or refuses to comply with the order within the time specified in the order, the enforcement authority may impose a civil penalty to all persons with a known or recorded substantial property interest in the unsafe premises.

Analysis

The property owner refused to accept delivery of the certified mailing for the order to take action causing the building department to publish the order in a local publication. The publication for the order to take action was not followed nor was a hearing requested within ten (10) days after the publication. The ten (10) day time period not being followed I do not see the reason to grant a waiver for this fine.

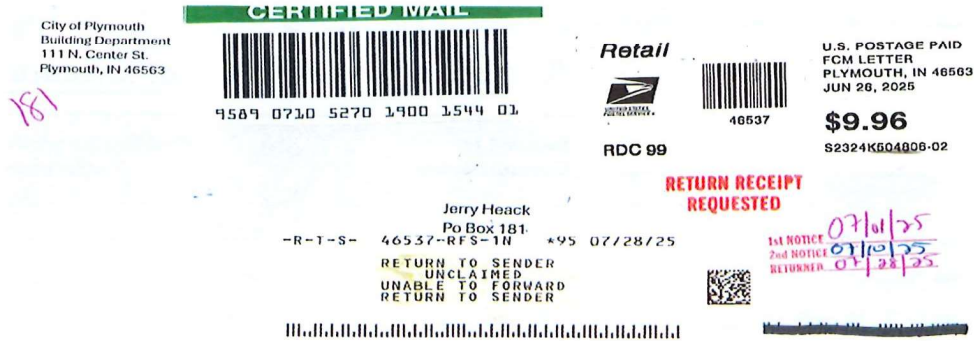
Mayor Listenberger asked for a reminder on the fine amount.

Manuwal replied it was \$2,500.

Haeck held up pictures of what the stairs looked like. He stated there is a note underneath that says it is well supported, the stringer was well supported against the beam and house. He stated he replaced one of these stringers within the last 10 years, along with some treads, and put new spindles up on the railing above this past year. He stated he did not know the process as he just got the letter in late August in the mail. He stated certified letters were hard for him to get as he worked in Elkhart. He stated it was a post office box, and he was not there during Post Office hours, so he was surprised to get this penalty. He stated without having the letter for very long he hadn't got a grasp on what was going on. He stated if they could explain to him what he needed to fix then he would be happy to fix it.

Houin read aloud the memo Manuwal provided to the board and reiterated the procedural matters that got them to this point. He stated that without an appeal being requested in 10 days, it automatically becomes a final order. He stated it is required to deliver that final order by certified mail and Manuwal sent that order certified as seen below:

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Houin stated that it was sent to the address that is on the tax records for the property, so it was the only address that we have. He stated it was returned on July 28th because Haeck refused to claim that certified letter. He stated procedurally if it cannot be delivered by certified mail then it must be published, and no action had still been taken with no contact being made to the Building Commissioner. He stated because of the owner's refusal to accept the certified mail and failure or refusal to take action as required by the notice to take action, that allows for the issuance of a fine. He stated he did not want to speak for Manuwal, but he believed one of the reasons he requested the maximum fine was because this was not the first time a similar situation had arisen with the same property owner. He explained on a separate property on LaPorte Street last year, they had the same issue where the owner refused to accept certified mail notice of an order to take action.

Haeck stated for LaPorte Street he poured a concrete cap on the porch and the Mayor said he was going to inspect that to see if it was up to approval or not. He stated he did not hear anything from him on that, so it wasn't like he did not take action.

Mayor Listenberger replied that he would not have told him that as it was not his decision.

Haeck stated he did not know whose decision it was.

Mayor Listenberger stated it would not have been his and he did not remember that. He asked if he saw what they were currently doing to that property.

Haeck replied that they were totally gutting the property and built a wooden porch on top that looks nice. He stated he wanted to make this right as he had repaired the stairs on the subject property multiple times and looked for guidance on what he needed to do.

Mayor Listenberger stated he needed to take that up with Manuwal offline unless he wanted to get into it that night.

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Houin stated the issue was not what does or does not need to be repaired as that was contained in the order to take action. He stated the request was to waive the fine that was already approved and the fine was issued for non-compliance because the certified mail was refused, and the notice was issued by publication with no action being taken. He stated technically this was not an appeal of the fine because there was no statutory provision for an appeal as it was just a request for them to reconsider the fine. He stated it was up to them whether to take any action or to let it stand.

Board members Milner and Morrow moved and seconded to deny the request, determining that the fine still stands and is payable. The motion passed by roll call vote.

In Favor: Culp, Ecker, Morrow, Milner, Listenberger

Opposed: N/A

REQUEST FORM
CITY OF PLYMOUTH

Notice to BOARD OF PUBLIC WORKS AND SAFETY, CITY OF PLYMOUTH, INDIANA
Kindly review the following request:

Date: 9/16/25

*My property at 5th Pennsylvania ave. why am I
sent a fine for \$2,500? I was not properly
informed in a timely manner of an ^{issue} and
was not properly given an hearing, so I can address
the issue. The letter "Call to action" was not received
in the mail until late August (a month after the date.)
Also I was not invited or informed ^{to} agenda
about this.*

Signed Jerry Haack Phone Number 574-780-6813

Print Name Jerry Haack Address P.O. Box 181
Carpz IN 46537

In-Office Only:
Determination of Request 9/22/25
Board of Public Works & Safety determined the fine
stands and is payable.

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

Signed Gina Dr. Dorki Title Clerk-Treasurer

Haack asked if it would do him any favors if he wished to deny the violation.

Houin replied that an appeal can be requested within 10 days of the issuance of the order and we were well past the 10 days. He stated by State Statute you are too late to request any appeal.

Haack asked if the decision was to not reverse the fine.

Mayor Listenberger replied that it was unsafe and if he had to send a first responder up those steps in gear, they are not safe.

City Attorney Houin introduced a Partnership Agreement with Future Habitat.

Houin wished to explain that Future Habitat, Inc. had no affiliation with Habitat for Humanity. He stated that was only a point of confusion thanks to the name, but they are not affiliated with the national Habitat for Humanity or our local Marshall County Habitat for Humanity. He stated they were a separate private development company that are new. He stated they brought together experts from various areas to form this company that is proposing to redevelop distressed properties. He stated he had met with several of the partners and different representatives via video conference. He stated they were all over the country and world with a lot of experience, but this was a new entity that they formed. He stated they were connected earlier this year, and they're very interested in doing a couple of projects in the city. He stated the plan was a sustainable/affordable workforce type housing development and they're looking at a couple opportunities, but the one that was farthest along would be mixed-use development at the property on Kingston Road, former Dave & Rays/GL Perry. He stated they were working with the property owner to develop a project for that location, and it would be mixed use with some commercial space as well as housing, both owner-occupied condos and rental properties. He stated the preliminary design showed around 80 units but that can change as they fine-tune their plans. He stated as they're looking to proceed with the planning for that, they've requested this agreement with the city, and it really provides them with a couple of assurances. He stated the first would be that the city would be willing to work with them and that we're not going to put up roadblocks. He stated they assured them if they could put together a viable project that the city would be very happy to work with them and try to find a way to make it successful. He stated the other thing this agreement does was that it protected their intellectual property, because they wanted to be sure if they developed designs for the property that those designs don't get handed over to another developer or shopped around to find someone else to build it. He stated it was a little more than what we would normally even requested at this stage in the development, but they have a standard procedure because they work in many different jurisdictions. He stated they presented this agreement, and he had made some significant edits to it to make it palatable for the city and to be in compliance with Indiana open records law. He stated they've asked him to present this agreement to be able to partner and move forward with Future Habitat. He added that the agreement was long and there was a lot of boilerplate legal language because they normally have their agreements with property owners and private entities, so they need a lot more protection in those areas. He stated this was a non-exclusive agreement that did not give them

any exclusive rights either to certain properties or types of development within the city. He stated for the property mentioned earlier, his understanding was that they already have an agreement with the owner, and the city would not have any direct involvement in that. He stated as the project develops, there may be other collaboration with the city, but as of right now there was nothing specific to any property in this agreement.

Culp asked if another developer could get this type of agreement for their plans to not be given out. He stated he had never seen this type of agreement and was totally lost with a lot of jargon that he does not understand.

Houin replied that the best way to simplify it is that this agreement says that the city was not going to allow the plans to progress up to a point where we would secretly steal their plans and ask a different developer to step in. He stated if a separate developer were to also ask for this type of agreement, if they had any concerns that the city would do that to them.

Culp asked for clarification that this was a disclosure when they brought something in that we were not going to give it out to anyone.

Houin replied in agreement that we don't plan on pulling the rug out from under them and try to push them out.

Morrow stated the termination clause seemed very one-sided as there wasn't any termination of the agreement unless there was a breach of contract. He asked if this went for any property they bought in Plymouth.

Houin stated the termination clause or the contract itself would apply to any projects that Future Habitat would seek to undertake in the city. He stated he was not too concerned about the termination clause because there was no real obligation in this contract for the city with no deliverables or action required by the city.

Morrow stated it sounded like we were agreeing to give them a fast track.

Houin explained their fast track was longer than what was required by state statute.

Morrow stated they ran into issues with that property with the prior owner because they did not comply with what the BZA asked them to do. He stated they wanted to take shortcuts, and he just felt that we were losing some of their quality control with this agreement and that this company needed to be vetted more. He explained that he ran a Better Business Bureau (BBB) report on this business with several complaints about this company and he had no idea what their credit rating was. He stated their Facebook page looked great but that was their Facebook page. He asked if these apartments would be subsidized.

Houin replied that the project was still being developed and what they've presented to them would be that they would be market rate apartments. He stated they asked what price range would be most beneficial to the city and the information we provided to them was based on both the local and Michiana Area Council of Governments (MACOG) housing studies. He stated they also explained some of the other housing projects they looked at specifically targeting 80-120% of Area Median Income (AMI), which would be a standard workforce level market rate housing. He added that we had not seen any details regarding that from them. He stated this agreement did not guarantee them any sort of zoning approval, so they would still have to go through a variance process. He explained the property currently was not zoned for multi-family and we don't have a category for mixed use, and the only commitment in this agreement would be that we would assist them in applying for that zoning approval. He stated that the City, nor the Board of Public Works and Safety, cannot guarantee any zoning approval as that must go through the BZA, which is an independent quasi-judicial board.

Morrow stated he does not understand why we need the agreement if they have already entered into a purchase agreement.

Houin replied that they did not have a purchase agreement but instead a development agreement with the property owner and that it was a private agreement. He stated he had not seen the agreement and did not know the details but was told there was an agreement in place. He stated what was really contained in this partnership agreement was an understanding that we would cooperate with them as they continue to develop this project and seek the necessary approvals.

Ecker asked for clarification that there was no financial commitment.

Houin replied in agreement and after a short pause, he said that he understood the concerns addressed as this was an unknown entity. He stated that Future Habitat was a very new organization with no track record to point to and we're very aware of that. He stated Plan Director Ty Adley and Manuwal had been involved in the discussions. He stated what they've told us that they want to do sounds great for the city, but we do not know if they would be willing to deliver. He stated we are just saying that we are willing to work with them to try to develop those plans.

Morrow stated the city had worked with multiple developers and none of them have asked for this agreement.

Houin stated other developers never asked, and he hoped they trusted us.

Culp explained with other developments; things change from what we originally voted on and that scares him. He asked if they could get that plan to ensure that it doesn't change in the middle of the process if we sign this.

Houin stated there would have to be a plan before they can move forward with anything. He stated if they ask for any financial incentives, then you would certainly have to review the plans. He stated if they ask for a zoning variance, which was something they would need for what they've described, then they would have to present plans. He stated if they asked for a building permit, then they would have to present plans. He stated we still had all those normal processes. He listed the review by the Technical Review Committee (TRC), approval by Building Commissioner, approval by BZA and or Plan Commission (PC) depending on the procedure they request.

Ecker asked the Mayor his opinion.

Mayor Listenberger stated he was going off advice from his attorney but there was an absolute need for housing in our community and that need was everywhere. He stated we have a willing developer that has shown a strong interest, along with a couple of other projects they've mentioned. He stated this agreement does not scare him.

Morrow stated he did not believe it was necessary to have a partnership agreement.

Mayor Listenberger asked if they would back out of the deal if we don't agree to this.

Houin replied that he was not sure if they would proceed without some sort of assurance in place. He stated that was just a routine process for them as they work in different jurisdictions with different requirements everywhere, so they were looking for a standard check box showing they have compliance with the city and cooperation.

Mayor Listenberger believed this would be something that their investor pool requires. He asked Morrow if they needed to have someone else look at this a little closer.

Morrow replied that they needed to be vetted. He stated he only heard about it when he got the packet Thursday. He stated he would like to see a termination clause where the city could get out of the agreement.

Houin stated that we could go back to them with that as a requested edit. He asked if there was anything specific that he would like to see there.

Morrow replied that he could answer that better as an attorney. He stated he would like the ability to terminate the agreement from either party and give it "x" number of days. He stated that was the standard he was familiar with.

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Houin stated even if they were to add different termination language to the agreement, the primary part of this agreement, which was protection of intellectual property, was going to survive that termination.

Morrow believed that we should either take no action or table it and do more research on the company.

Mayor Listenberger stated it would be good to share the concern that the board's unfamiliar with this contract and we're taking caution.

The conversation continued for a while longer regarding the concerns.

Board members Morrow and Culp moved and seconded to table the Partnership Agreement with Future Habitat. The motion by carried.

Clerk-Treasurer Gorski introduced Resolution No. 2025-1167, A Resolution of the Plymouth Board of Public Works and Safety Establishing the Date and Time for Halloween 2025.

Board members Ecker and Milner moved and seconded to approve Resolution No. 2025-1167, A Resolution of the Plymouth Board of Public Works and Safety Establishing the Date and Time for Halloween 2025 as presented. The motion by carried.

RESOLUTION NO. 2025-1167

RESOLUTION OF THE PLYMOUTH BOARD OF PUBLIC WORKS AND
SAFETY ESTABLISHING THE DATE AND TIME FOR HALLOWEEN
2025

WHEREAS, the City of Plymouth acknowledges the rich folklore, mysterious whispers, and spectral sighting that have long haunted the Hoosier heartland;

WHEREAS, Halloween offers the perfect occasion to honor our ghostly heritage, celebrate the supernatural, and invite residents to revel in the eerie beauty of the season;

NOW, THEREFORE, BE IT RESOLVED that the spirits of our community are free to roam the neighborhoods on Friday, October 31 from 5:00 to 7:00 p.m.

BE IT FURTHER RESOLVED, that Plymouth shall embrace its haunted heart with pride, transforming Halloween into a celebration of mystery, memory, and community spirit – where every shadow tells a story, and every whisper might be a ghost.

PASSED AND ADOPTED this 22nd day of September, 2025.


Robert Listenberger, Presiding Officer

ATTEST:


Lynn M. Gorski, Clerk-Treasurer

Clerk-Treasurer Gorski introduced a request from Steve Gorski to place a dumpster at 520 E. Garro Street on Liberty Street. Steve Gorski was in attendance for this request.

Mr. Gorski stated his amazing wife and him are in the process of purchasing 520 E. Garro Street at the corner of Liberty and Garro Street. He stated they were requesting to put a dumpster along Liberty Street, and it would be at least a minimum of 75 feet away from the

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intersection there. He stated they need this as the driveway could not fit a 30-yard container and there was a lot of debris in the home to put it nicely. He stated this would be for no more than seven days, so they are going to have to work hard.

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

REQUEST FORM
CITY OF PLYMOUTH

Date: 9/16/2025

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

Kindly review of the following request:

I request to be able to place a 30 yard trash hopper on Liberty Street for the purpose of removing materials from our house.

The location of where we would put the trash hopper is attached with a drawing.

The trash hopper will be kept a minimum of 75' from the intersection of Garro and Liberty.

The time frame would be for no more than 7 days sometime between the dates of September 22 and October 17th.

This is dependent on the availability of a trash hopper.

Thank you for your consideration.

Steve Gorski
Signed
Steve Gorski
Print Name
574-952-5712
Phone Number
520 E Garro St. Plymouth IN 46563
Address

In-Office Only:
Determination of Request
Approved by Board of Public Works + Safety, September 22, 2025
Return original form to Clerk-Treasurer's office after determination is complete.

Steve Gorski
Signed
Steve Gorski
Title
Clerk-Treasurer



Clerk-Treasurer Gorski introduced a street closure request from Promotion of the City Coordinator Laura Mann for the Annual Lighted Holiday Parade as presented.

Board members Morrow and Milner moved and seconded to approve the request as presented. The motion carried.

REQUEST FORM
CITY OF PLYMOUTH

Date: 09/17/2025

Notice to COMMON COUNCIL, CITY OF PLYMOUTH, INDIANA

Kindly review of the following request:

Close SR17/Michigan Street from Laporte Street to Adams Street for the Annual Lighted Holiday Parade from 6:00 pm until 6:30 pm. An INDOT permit has been secured.

The date of the event is Saturday, November 29, 2025.

Laura Mann
Signed
Laura Mann
Print Name
574-936-6717
Phone Number
Laura Mann
Address

In-Office Only:
Determination of Request
Approved by Board of Public Works + Safety, September 22, 2025
Return original form to Clerk-Treasurer's office after determination is complete.

Steve Gorski
Signed
Steve Gorski
Title
Clerk-Treasurer

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Board members Culp and Milner moved and seconded to allow the payroll for September 15, 2025, and the claims for September 22, 2025, as entered in Claim Register #2025-18. The motion passed by roll call vote with all in favor.

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

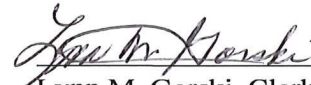
- September 22, 2025 Docket
- September 9, 2025 Technical Review Committee Minutes
- Water Department Activity Report – August 2025
- Wastewater Department Activity Report – August 2025

The motion passed by roll call vote with all in favor.

There being no further business, Board members Milner and Ecker moved and seconded to adjourn. Listenberger declared the meeting adjourned at 7:18 p.m.

APPROVED:

Robert Listenberger, Mayor


Lynn M. Gorski, Clerk-Treasurer

CITY OF PLYMOUTH WASTEWATER DEPARTMENT
Board of Public Works and Safety
August 2025 Monthly Report

PLANT OPERATIONS:

1. Total flow in gallons	52,333,880
2. Average daily flow in gallons	1,688,190
3. Rainfall	4.51"
4. Monthly average in BOD removal	99.5%
5. Monthly average in TSS removal	98.4%
6. Monthly average in Ammonia removal	99.7%
7. Monthly average in Phosphorus removal	84.9%
8. General plant maintenance	
9. Work orders completed:	

322- Wastewater Treatment Plant

- Exercised 19 plant valves.
- Inspected and adjusted ultraviolet disinfection system acid clean and wiper system.
- Completed repairs to electrical system for the sludge circulating pump.
- Installed new pump drainage system in the basement of the secondary control building.
- Installed manual controls on primary sludge pumps and grit removal systems in the event of a cyber-attack and we lose our automatic control system (SCADA) we can still operate manually.
- Installed 2 new concrete containment tanks for our onsite gasoline and off-road diesel tanks.
- Completed infrared inspection on all plant electrical systems and lift stations to locate any hot spots that could lead to equipment failure. All identified sources have been corrected.
- Reinstalled all float controls in the secondary wet well that had become entangled during a power outage.
- Replaced lower bearing on hydro gritter.
- Completed repairs to the exterior walls and painted the lower sections of both bio-roughing towers.

77- Vehicle/Mobile Equipment

- Removed fuel tank from T-6 and replaced support straps.
- Replaced brake pads and rotors on T-8.
- Replaced brake drum supply line on T-23.
- Maintenance installed new steering wheel cylinder on New Holland tractor.

55- Lift Stations

- Replaced seal fail sensor on pump #2 at Pioneer Dr. lift station.
- Replaced the high-level float on the MC Jail lift station.
- Removed debris from check valves at the Industrial Park and Centennial Park lift stations.

- Corrected issue with SCADA on the Centennial Park lift station which was not sending out alarms.
- Corrected antenna issue at the Briarwood lift station, not receiving signals.

11 - Collection System

- 0 - Eliminated structures
 - a.
- 0 - Replaced structures
 - a.
- 0 - Repaired structure
 - a.
- 5 - Replaced / Repaired / Adjusted castings.
 - a. 17M007, J8M011, J7M305, H7C008 and H7M124.
- 0 - GIS data collection points.
 - a.
- 2 - New structure
 - a. (2) H7M001 & H7M136 - In alley south of 1500 & 1600 block of W. Lake Ave.
- 1 - Point Repairs
 - a. W. Jefferson St. & Fifth St. - cross bore on sanitary sewer by Surf Internet.
- 3 - Miscellaneous
 - a. Replaced 402' of 8" sanitary sewer pipe in the 1500 & 1600 blocks of W. Lake St.
 - b. Replaced 22' of 8" corrugated storm sewer in Magnetic Park - discharge to the river.
 - c. Installed 158' of 10" corrugated storm sewer at the Webster Center.

COLLECTION SYSTEM GENERAL:

1. Cleaned 19,809 feet of sewer lines:
 - 0 feet during service calls
 - 19,809 feet during preventive maintenance
2. Televised 0 feet of sewer lines.
3. Mechanically removed roots from 0 feet of sewer lines.
4. Removed approximately 9.90 tons of silt and debris during cleaning and inspections of sewers lines.
5. Used approximately 28,430 gallons of potable water during sewer cleaning.
6. Performed routine maintenance on 10 CSO's and seventeen pumping stations.

MISCELLANEOUS

- Developing the Asset Management Plan for the wastewater department as required by IDEM with a deadline on 1-1-2027.
- Entering required data for IDEM for electronic reporting purposes (NET-PPR) for the City of Plymouth's Industrial Pretreatment Program.
- Inspect and clean all sewer lines prior to the Blueberry Festival.

CITY OF PLYMOUTH WATER DEPARTMENT Board of Public Works and Safety August 2025 Monthly Report

PLANT OPERATIONS

Water Treated - Ledyard Water Treatment Plant	25,021,266 gallons.
Water Treated - Pine Water Treatment Plant	<u>24,781,091 gallons.</u>
Water Treated - Total	49,802,357 gallons.
Water Treated - Daily Average - Ledyard Water Treatment Plant	807,138 gallons.
Water Treated - Daily Average - Pine Water Treatment Plant	<u>799,390 gallons.</u>
Water Treated - Daily Average - Combined	1,606,528 gallons.
<ul style="list-style-type: none"> • Backwashed filters at Ledyard Water Treatment Plant 9 times for a total of 756,000 gallons. • Backwashed filters at Pine Water Treatment Plant 13 times for a total of 1,248,000 gallons. • Total backwash usage for the month was 2,004,000 gallons. 	

MAINTENANCE WORK ORDERS COMPLETED

- 21 - Ledyard Water Treatment Plant Maintenance
 - Completed auxiliary generator test.
 - Completed temperature checks on high service pumps.
 - Cleaned and inspected chlorine injectors and analyzer.
 - Inspected the north and west water towers. AT&T is upgrading the antennas and communications equipment on the north water tower, which they rent space on.
 - Completed plumbing repairs at various locations throughout the plant.
 - Completed repairs on multiple units used for dehumidifying.
 - Replaced sodium permanganate feed line.
 - Completed repairs/adjustments to well #2B controller.
 - Peerless Midwest completed testing and inspection on all wells and high service pumps.
- 17 - Pine Water Treatment Plant Maintenance
 - Completed auxiliary generator test.
 - Completed temperature checks on high service pumps.
 - Cleaned and inspected chlorine injectors.
 - Completed repairs to fluoride feed pump and Fluoride room exhaust fan.
 - Changing out and correcting plumbing issues from the original installation.
 - Completed repairs/adjustments to well controllers #4D and #5E.
 - Peerless Midwest completed testing and inspection on all wells and high service pumps.
- 13 - Mobile Equipment
 - W-2, W-17, W-19 and W-23.

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WATER SAMPLING

- 10 Distribution system bacteria samples, IDEM required.
- 62 Distribution system chlorine residual samples, IDEM required.
- 5 Fluoride samples, ISDH required.
- 447 Process control samples and analysis at the Ledyard Water Treatment Plant include Ferrous Iron, Total Iron, Manganese, and Chlorine
- 432 Process control samples and analysis at the Pine Water Treatment Plant Samples include Ferrous Iron, Total Iron, Manganese and Chlorine
- 0 THM's Sets.
- 0 HAA5's Sets
- 0 VOC's sets
- 0 SOC/2nd Annual 1 for each plant set
- 0 Radionuclide
- 0 IOC- Metals-Radon
- 0 Lead & Copper Samples
- 0 Nitrate/Sampling for each Plant (sets)
- 0 Extra Sampling
- 0 Hardness/Corrosion
- 0 Set IDEM required PFAS sampling on both points of entry.

SERVICE

Utility Locates	266
Total Number of Work Orders	348
Service Disconnects	19
Service Disconnects for non-pay	29
Service Reconnects for non-pay	27
Blue Tags "Service Notice" left on door	32
Pink Tags "Insufficient Funds Notice" left on door	9
New Radio Read / Meter Installations	48
Accuracy Checks	181
After Hours Call Outs	1
Meter Repaired	0
Consumer Confidence Report Requested Hand Delivery	6

CONSTRUCTION ACTIVITIES

- (4) **Curb Stops Repaired / Replaced / Installed**
 - 08-05-2025 1068 Lincolnway East- Installed new 1/4" curb stop and service line.
 - 08-11-2025 314 Roy St.- Installed new 1/4" curb stop due to leak.
 - 08-20-2025 1005 Nutmeg Rd.- Installed new meter pit.
 - 08-22-2025 507 W. Adams St.- Installed meter pit.
- (1) **Curb Stops Located / Capped Off at Valves**
 - 08-11-2025 1431 W. Jefferson St.- Retired old service line at corporation stop.
- (1) **New Taps Installed**
 - 08-06-2025 1431 W. Jefferson St - Installed (2) - 1" taps.
- (0) **New Mains Completed**
- (9) **Valves / Valve Boxes / Repaired / Replaced / Installed**
 - 08-04-2025 5th St./West Garro St. - Installed new 4" valve.
 - 08-11-2025 209 Beerenbrook St. - Installed new box and rod.
 - 08-12-2025 881 Lincolnway East. - Repaired valve box before paving.
 - 08-12-2025 Ferndale St./Lincolnway East- Repaired valve box before paving.
 - 08-12-2025 Marlou Pl./Pennsylvania Ave - Repaired valve box before paving.
 - 08-12-2025 W. Adams St./ N. Michigan St.- Repaired operating nut.
 - 08-12-2025 Dora Ln./Ohio St. - Adjusted valve boxes.
 - 08-14-2025 Lincolnway East/Candy Ln. - Re-aligned valve box.
 - 08-27-2025 Oakhill Ave./ Jim Nelson Dr.- Replaced Valve Box.
- (1) **Hydrants Repaired / Replaced / Installed / Serviced / Painted**
 - 08-15-2025 Installed new puck on hydrant HYD-101.
- (0) **Valve Exercised**
- (4) **Main Breaks and Leaks Repaired**
 - 08-05-2025 2124 N. Michigan St.- Repaired 1" copper service line that was damaged by contractor.
 - 08-19-2025 850 E. Jefferson St. - Repaired leaking corporation stop.
 - 08-21-2025 308 Marlou Pl.- Repaired leaking corporation stop.
 - 08-29-2025 615 Colony Ct.- Repaired leaking corporation stop.
- (2) **Service Lines / New/ Repaired**
 - 08-05-2025 1068 Lincolnway East - Installed new 1/4" service line and new curb stop.
 - 08-20-2025 301-303 Webster Ave. - Installed (2) new 1/4" service line.

MISCELLANEOUS

- Water Improvement Projects continuing, Division 1 - TGB Unlimited water main improvements / Division 2 - O & J Coatings water tower renovation.
- Continuing with the city water meter replacement program.
- Phone system has been changed out at both water plants.
- Two employees attended Alliance of Indiana seminar on "Rules and Regulations and Sampling Techniques."
- G.I.S. data collection.
- Infrared Predictive Maintenance completed inspection and locating "hot spots" using infrared technologies. All identified issues have been corrected.
- 8-6-25 Corpro completed the cathodic protection system on the North Tower (Parkview St.).
- Set up water services for Blueberry Festival food vendors.