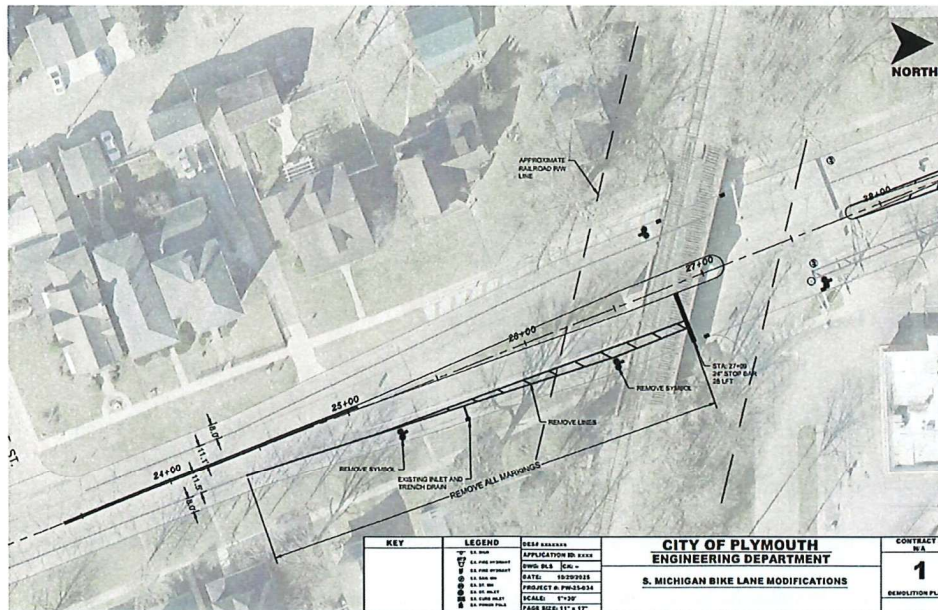


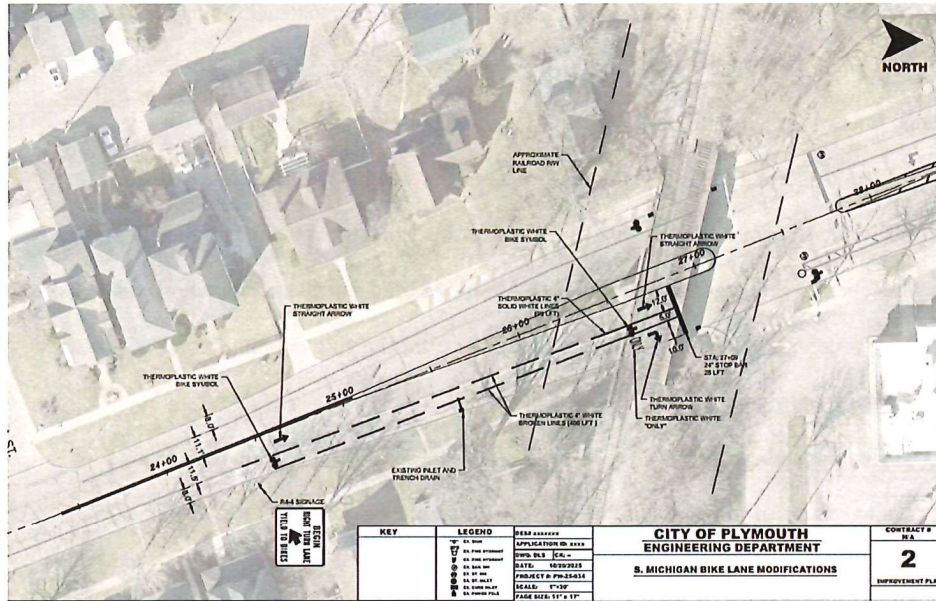
The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on October 27, 2025. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana.

President Pro Tempore Don Ecker Jr. called the meeting to order. Ecker presided for Board Members Duane Culp, Shiloh Milner, and Dave Morrow, who were physically present. Mayor Robert Listenberger was absent. City Attorney Houin and Clerk-Treasurer Lynn Gorski were also present. The public was able to see and hear the meeting through Zoom 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 October 13, 2025, as presented. The motion carried.

City Engineer Dan Sellers wished to provide a brief update on the intersection of Michigan Street and Pennsylvania Avenue. He stated it looked different from the last meeting with the combination of straight and right-hand turn arrows. He stated the reason for that was because Police Chief John Weir gave him a report of an incident that involved a bike running into a turning car and rightfully asked us to consider some bolder measures to make things safer at that intersection. He stated it was decided to change the paint markings to create a new turn lane on the right-hand side of the bike lane. He shared the following maps below:





He stated we would like vehicles attempting to turn right at Pennsylvania Avenue to first slow down yielding to bikes before crossing that dashed line section to merge into that right hand turn lane. He stated late last week, Air Markings informed them that they had a window of time that weekend where they could do the work. He stated it was decided to just have them do it to make things safer. He stated the previous markings were ground off and painted the new markings adding the right turn. He stated the yield to bike sign was ordered last week and should be delivered and installed soon. He stated this was a little more expensive than the turning arrows, but it would be more understandable to all traffic. He stated the funds were available in the Street Department budget, so we went ahead and did it.

Ecker believed it was the right thing to do, especially when we've had some confusion. He believed this was a good solution.

Culp asked so he could understand this, if they were going to have a straight lane, a right turn lane, and the bikes in the middle of the road.

Sellers replied in agreement and explained that we narrowed the bike lane to make everything fit, but it was still a 5-foot lane. He stated this design was standard in the manual for uniform traffic control and he had seen it in other towns and cities.

Morrow stated if there was a bike in the lane waiting to turn right if the car should wait for the bike. He stated he knew you always yield to the bikes but asked what he meant.

Sellers replied if there was a bike coming and he's turning right, then he would generally take the right-hand turn lane and turn right. He stated if he was going straight, we

want him to be on the left-hand side of the turning car. He stated with the downhill slope and the viaduct that makes visibility poor and in general hard to maneuver.

Morrow asked if he was saying that the bikes only stay in the bike lane if they're going straight. Sellers agreed.

Weir stated he had sent out a couple of emails to the board and asked if they had any questions on the taser.

Morrow stated the tasers sound like a good deal.

Weir explained that the Clerk-Treasurer said he would have to get approval to do the five-year deal. He stated he couldn't explain it, but it was not a loan or a lease.

Culp asked if he was only getting so many tasers a year.

Weir replied he was allotted \$40,000 in next year's budget, which would have been eight tasers. He stated when we called Axon to find out about getting it at this year's pricing, they said they could give you all the tasers upfront and then just make five payments. He stated they would make the downpayment with the \$40,000 they already have allotted. He believed the following years were \$26,000 roughly.

Culp asked if all that goes into the cloud to Axon in their program.

Weir replied in agreement and that was why he sent the spiel on that.

Morrow asked if it was not payable until next year and that it would be a 15% savings to the city. Weir agreed.

Board members Morrow and Culp moved and seconded to do that. The motion carried.

Weir stated his second question was on the uniform credit and asked if they understood that email.

Ecker stated they may need more explanation on that. He stated there are some questions and concerns, but we're talking about things like car window tinting and officers wanting that.

Weir stated there was also the issue with floor mats.

Ecker asked if all of that would fall within that uniform allowance.

Weir agreed and stated if they wanted to pay for that out of their uniform allowance, then that would be allowed.

Ecker asked if that was all per Indiana code. He asked how it was written.

Houin stated he has had several conversations with the Police Chief and with the Clerk-Treasurer about this, and there were a couple of concerns with using the allowance to

purchase things. He stated it was specifically the window tint and the floor mats. He stated one of the concerns was whether that was necessary for the job and if it was, should it be paid for out of the department budget. He stated from what he understood from the Police Chief was that it was not required but it was discretionary. He stated some officers want upgraded floor mats, want window tint, and some officers do not. He stated because this was not something that was necessary and supplied to all officers, it can be discretionary for the officers if they want to use their credit allowance to purchase those items of equipment. He stated it would be like if they wanted to upgrade other equipment. He stated the example he used was a flashlight. He explained that the officers carry a flashlight, and some may be happy with a basic flashlight while others may want to upgrade to a more expensive flashlight and that would be their choice if they want to use their credit allowance if they want to pay for that upgraded equipment. He stated that determination whether it was equipment that was authorized under the policy was left that determination to the Police Chief and Assistant Police Chief. He stated they can determine if it was appropriate equipment for an officer and they can use the credit allowance for it. He stated the other concern that came up was if this was an acceptable use of the funds under IRS rules. He stated if it was not necessary in standard equipment to perform the duties of the job, then it could be considered a taxable fringe benefit. He stated in his research he determined that because these are accessories that go with the squad car that the squad car was necessary for them to perform their job. He stated because these are accessories to that necessary piece of equipment then they would be allowable under IRS rules. He stated they would not be a taxable fringe benefit so he believed it would be an appropriate use of the credit allowance. He believed what we were looking for tonight was clarification. He stated because of those questions, we wanted to bring it to the Board of Public Works and Safety to make the final determination on whether this would be an allowable use of that credit allowance.

Gorski stated in the policy, in the first paragraph, it states, "This credit is available to officers to best perform their duties and stay up-to-date on new and advancing equipment throughout their career." She stated in eligible purchases it states, "equipment necessary to perform their duties." She did not feel that floor mats or window tint were necessary equipment to perform their duties. She stated window tint would be paid out of repairs and labor because labor was involved in that, while floor mats would be paid out of garage and motor, not out of uniform credit.

Culp asked if they approved of \$20,000 per car, to get them equipped. Weir agreed. Culp asked if there was room out of that when you're equipping a car to use that money. He stated it was only going to be less than \$1,000.

Weir replied there could be depending on what equipment gets in there, but he did not know what the officer was going to want. He stated a lot of it had to do with what shift they're on too. He stated if they're on midnight shift, they do not need tinted windows, and the floor mats could be whatever shift.

Culp stated his opinion was that when you do a clothing allowance, it was for what's on your person. He stated he didn't see why taking it out of their clothing allowance, even though it may be legitimate, that you could spend a lot of money on your clothing. He believed what the Police Chief was wearing currently was over \$3,000-\$4,000 but you accumulate it over the years. He stated his concern was when you build a car, ask the person if they want those items if you know who was going to get the car. He stated saving the equipment with tinting was valuable, otherwise you can ruin a \$10,000 computer very easily if it gets too hot in there. He stated his opinion would be to take the funds from equipping the cars to install these items and if you have cars that you need to make up for, see if the funds can come out of your maintenance budget.

Weir stated his thoughts on the uniform credit, before this year, they just got it in their paycheck and bought whatever. He stated several of the officers are happy with the uniform credit because they get to buy stuff with it instead of their wife's dictating where the money goes. He stated they had several officers use what was left to buy trick-or-treat items. He stated it wasn't on their body but they're doing it within their duties going out trick-or-treating for public relations.

Culp stated he did not think that was right but that was just his opinion. He stated a clothing allowance was a clothing allowance and it had to be approved items that go through the state.

Weir stated he checked with State Board of Accounts, and she said it was whatever our policy read. He listed if it strictly said uniforms, then anything over that would not be. He stated if it was something out of a police magazine, then anything in the referenced police magazine would be fine. He stated our policy is what he approved or what the Assistant Police Chief approved.

Houin read aloud from the policy. "It is understood that the term, clothing credit, is not limited only to clothing items. This includes all items that an officer might need to perform their duty to the best of their ability. The Chief of Police and Assistant Chief of Police has the authority to determine if an item was employee related." He stated that was the language the chief was asking them to interpret in that policy.

Morrow asked under the prior policy that was included in the officer's pay.

Weir interjected that there was no policy because that was considered income.

Morrow asked for clarification that the Chief did not have to approve any item that they purchased through that allowance.

Weir replied that was what brought this all up. He stated he wanted them to buy business cards to pass out at accidents and when they have encounters and they refused, saying that he could not make them do that. He stated in speaking to the Clerk-Treasurer, she told him that was correct.

Morrow asked if these items had already been purchased and approved by Weir. Weir agreed.

Gorski stated they were not paid out of the clothing credit. She stated they were paid out of repairs and labor, and garage and motor. She stated those items were not taken away from those officers clothing credits.

Weir stated that was why they were here tonight to get this straightened out because he still personally took it out of their clothing line item that way, they were not getting extra because that would not be fair to the other officers. He stated as far as those officers know they still paid for it out of their credit.

Culp restated that a clothing allowance was a clothing allowance and was not meant to buy something outside of your uniform like that. He stated he didn't see why when you equip a car for \$20,000, he did not see why you couldn't do floor mats and window tinting instead of taking it out of an officer's clothing allowance. He believed that was the fair thing to do.

Weir stated that it was like ammunition as he allowed them to buy ammunition. He stated a lot of them bought cases of ammo because they had extra money. He stated that it was for practice. He stated the tinted windows and floor mats would be protecting the equipment. He stated that was all interpretation and that was why they were here.

Morrow stated he understood Culp because he felt it was an automobile expense and it out to go towards the automobile if you have that money in your budget to pay for it. He

stated maybe they need to make it clear to your department that was what we're going to do. He stated when he thought of accessories and equipment, he thought of the items he was wearing on his uniform and not necessarily a part of an automobile. He stated he wouldn't want to leave the officers out to hang if we didn't have the money, but it sounds like the money was in the other account. He believed they should be paid out of there.

Board members Morrow and Culp moved and seconded to pay for the floor mats and window tinting out of repairs and labor, and garage and motor as mentioned above. The motion carried.

Weir stated the point of this was that this was up to the Police Chief and Assistant Police Chief for choices. He listed socks and stated that the Clerk-Treasurer didn't want to pay for socks. He stated she denied that until he brought up that she'd already paid for another officer's socks the first year. He stated he just wanted clarification. He asked if we are going to pick what we need as officers that we know that we need versus somebody who doesn't do our job.

Ecker stated he raised a good question and asked if we needed to be that specific. He asked the City Attorney if they needed to take the time to revise that policy. He stated if they get into this gray area, then this would not be the last time we visit this.

Houin stated he was not sure of the best way to revise it because as the Police Chief pointed out the policy currently states that the Chief of Police and Assistant Chief of Police have the authority to determine if an item was employment related and if it was employment related then it was an eligible purchase under the policy. He stated if we are going to get into these weeds and require the Board of Works to clarify, then we may need to revisit the language in the policy because it was really taking discretion away from the Police Chief, which was what the policy stated. He stated if they want to look at that and see if you have any recommendations for revisions to the policy, we can take that into consideration.

Culp agreed that the Police Chief and Assistant Chief should have their input, and he was not going to dispute that. He stated a clothing allowance was for that exactly, clothing, because it may run into an issue where they get "x" amount of dollars, but it all must be approved by the Police Chief.

Weir replied that everyone gets \$1,200 for their clothing allowance.

Culp stated he was going to disagree if they were buying Halloween candy out of that because that was not what that fund was for.

Houin recommended for Culp to review the policy, and we could get together outside of the meeting and discuss what he thinks should be revised. Culp agreed.

City Attorney Houin opened the evidentiary hearing on the Emergency Order to Vacate at the Red Rock Inn, issued by the City of Plymouth Building Commissioner Dennis Manuwal Jr. for the property located at 2550 N. Michigan Street. Houin wished to provide background and procedural information for the hearing. He read aloud portions of the Emergency Order to Vacate as seen below.

EMERGENCY ORDER TO VACATE

**Red Rock Hotel
Parcel: 50 42-91-301-029.000-019
2550 N Michigan Street
Plymouth, IN**

You are hereby notified that as the Building Commissioner for the City of Plymouth, Indiana, I have determined that the structure located at 2550N Michigan street is an unsafe building pursuant to state law and City of ordinance. Specifically due to IC 16-20-1-25 the unlawful living conditions under, IC 16-41-20-1 dwellings unfit for human habitation under, IC 36-7-9-4(a)(2) fire hazard, IC 36-7-9-3(a) a hazard to the public health, IC 36-7-9-4(a)(4) a public nuisance, IC 36-7-9-4(a)(5) dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance. Moreover, the structure is an unsafe building under City Code 100.07

Pursuant to my authority under IC 26-7-9-5(a)(1), I have determined that this property is infested with pests and has inadequate and/or nonfunctioning electrical, ventilation, plumbing, and smoke/fire alarm, signs of biological growth that may cause health issues to the life and safety of its occupants & emergency responders. I hereby order the occupants of the Hotel, located at 2550 N Michigan Street, to vacate the premises **immediately**. **No person shall enter onto the premises unless and until a fire watch is implemented.** Regardless of the implementation of any fire watch, the premises shall be fully vacated within fourteen (14) days of the date of this order and shall remain vacated until all repairs to the property are remediated from this order and any previous orders for this property.

This Emergency Order to Vacate is issued pursuant to the authority of IC 36-7-9-5(a)(1), IC 36-7-9-9, and the City ordinance, and therefore a hearing has been scheduled before the Plymouth Board of Works and Safety. Said hearing shall be held on October 27, 2025, at 6:00 p.m. (EST) at the Plymouth Council Chambers 124 n. Michigan Street (Garro Street Entrance), Plymouth, Indiana 46563. You are entitled to appear at the hearing, with or without legal counsel, to present evidence, cross-examine opposing witnesses, and present arguments.

If you do not comply with this Order, following any affirmation of the Order at the about reference hearing and following the expiration of the time for any judicial review under Indiana Code 36-7-9-8, the City of Plymouth, pursuant to Indiana Code 36-7-9-11 intends to take action to enforce the order. The City may also seek enforcement of this order in the Marshall Circuit or Superior Court, together with all costs incurred, including court costs and the assessment of a civil penalties against you.

Lastly, you are advised pursuant to I.C. 36-7-9-27 of the following:

- (a) A person who has been issued and has received notice of an order relative to unsafe premises and has not complied with that order:
 - (1) must supply full information regarding the order to a person who takes or agrees to take a substantial interest in the unsafe premises before transferring or agreeing to transfer that interest; and
 - (2) must, within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, supply the enforcement authority with written copies of:
 - (A) the full name, address, and telephone number of the person taking a substantial property interest in the unsafe premises; and
 - (B) the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.
- (b) If a judgment is obtained against the department, enforcement authority, or other governmental entity for the failure of that entity to provide notice to persons holding an interest in unsafe premises in an action taken by the entity under this chapter, a person who failed to comply with this section is liable to the entity for the amount of the judgment if it can be shown that the entity's failure to give notice was result of that person's failure.

Modification of Order
Re: 50-42-91-301-029,000-019
2550 N Michigan Street
Plymouth, In 46563

You are hereby notified that as Building Commissioner for the City of Plymouth, Indiana, I am issuing a modification order under IC 36-7-9-6 for Parcel: 50-42-91-301-029,000-019 commonly known as 2550 North Michigan Street, Plymouth, Indiana 46563 (the "Property" or Red Rock Inn), to repair and exterminate pests.

The property as a whole, is, and has continued to be, classified as unsafe in accordance with the City of Plymouth Unsafe Building and Premises (Plymouth Code of Ordinance, Chapter 100), as well as the State of Indiana Unsafe Building Law, IC 36-7-9 *et seq.*

The proceedings leading to this modification order began on June 2, 2025, when the Property was inspected and issued a vacate order and an order to take action ("Order") by the City of Plymouth Building Department ("Building Department") due to a complaint of the stairways, guard rails and cantilevered balconies being unsafe and in an impaired condition. Please reference June 2, 2025, Order

On June 10, 2025, a modification Order was issued requiring a structural engineer provide an evaluation and a scope of work for the repairs and to have a design professional submit for a change of use with Indiana State Department of Homeland Security. Please reference June 10, 2025.

On July 14, 2025, fines were imposed for lack of work.

On July 23, 2025, a permit reflecting work for the repairs Ordered was issued by Building Department.

On August 18, 2025, the Building Department was contacted to check on the progress of the repairs of the stairways and the guard rails.

On October 9, 2025, I had a citizen complaint of infestation. The property was inspected by the Marshall County Health Department ("Health Department") and the Building Department. The results of the inspection were alarming, and the observations made by the parties confirmed the validity of the citizens' complaints along with other issues. There are violations consisting of cockroaches, extensive damage to walls and required elements, plumbing and electrical issues/deficiency, fire hazards, and mold and water damage. While doing the inspection the Building Department noted there had been no other repairs since the August 18, 2025, inspection.

**You are so ordered to Take Action under I.C. 36-7-9-4(a)(1), (2), (3), (4), (5);
I.C. 36-7-9-5(a)(3); I.C. 36-7-9-5(a)(5), I.C. 16-41-20-1, I.C. 16-41-20-7**

- 1. Evacuate the Hotel premises immediately or within fourteen (14) days if a fire watch has been implemented pursuant to an Order to Vacate issued October 17, 2025.**
- 2. Comply with all previous orders.**
- 3. Exterminate all vermin and pests in and about the unsafe premises. The Exterminator must provide a report to the City of Plymouth.**
- 4. Have an electrical inspection done by an electrician registered with the City of Plymouth on the electrical system to verify the systems capabilities.**
- 5. Have the electrician that performed the inspection provide the City of Plymouth with the report of their findings. Said electricians must remedy all deficiencies in that are found.**
- 6. Have a fire alarm company registered with the City of Plymouth to test the smoke and fire alarm system. They must provide the City of Plymouth with their report and fix all deficiencies in the system.**
- 7. Have an IDEM air quality report done and provide the report to the City of Plymouth.**
- 8. Have an Indiana Licensed Plumber registered with the City of Plymouth evaluated the plumbing system. The plumber must provide a report to the City of Plymouth, and all fix all the deficiencies found.**

This Order to take Action is issued pursuant to the authority of IC 36-7-9-5(a)(3), IC 36-7-9-5(a)(5) and therefore this Order becomes final ten (10) days after your receipt, unless a hearing is requested in writing by you, a person holding a fee interest, a person vested with a life estate interest, or a person vested with an equitable interest as a contract purchaser of the unsafe premises. Should you desire a hearing, your request must be delivered to me, at the address indicated below, before the end of the ten (10) day period described above.

If you do not comply with this Order and substantially begin repairs within fourteen (14) days, the City of Plymouth may direct a contractor to perform the repairs at your cost and/or may seek enforcement of this Order in the Marshall Superior Court, together with all costs incurred, including court costs and the assessment of a civil penalty against you in a sum not to exceed Twenty-Five hundred dollars(\$2500).

Houin specified that the modified order to take action became final 10 days after issuance unless a hearing was requested by a person having a legal interest in the property and no hearing was requested regarding that order. He stated as of today that order has become a final order. However, the order to vacate requires a hearing regardless of whether one was requested. He stated that the hearing tonight was to determine whether to affirm, rescind, or modify the emergency order to vacate. He clarified this was an evidentiary hearing and not a public hearing. He stated the Building Commissioner would present his evidence to them and then the property owner or any person holding a legal interest in the property would be allowed to present any evidence they wish to. He explained the basis for the emergency order

to vacate was for a violation of several state statutes which were stated in the order as seen below.

IC 36-7-9-7.5 Noncompliance with order to repair or rehabilitate unsafe building; civil penalties

Sec. 7.5. (a) This section applies to an order issued under section 5(a)(5) of this chapter for which a hearing was not requested as provided in section 7 of this chapter.

(c) After a civil penalty is imposed under subsection (b), the enforcement authority may impose an additional civil penalty in an amount not to exceed one thousand dollars (\$1,000) every ninety (90) days if the person to whom the order was issued continues to fail or refuse to comply with the order.

(d) If a civil penalty under this section is unpaid for more than fifteen (15) days after payment of the civil penalty is due, the civil penalty may be collected in the same manner as costs under section 13 or 13.5 of this chapter. The amount of the civil penalty that is collected shall be deposited in the unsafe building fund.

Lastly, you are advised pursuant to I.C. 36-7-9-27 of the following:

- (a) A person who has been issued and has received notice of an order relative to unsafe premises and has not complied with that order:
 - (1) Must supply full information regarding the order to a person who takes or agrees to take a substantial interest in the unsafe premises before transferring or agreeing to transfer that interest; and
 - (2) Must, within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, supply the enforcement authority with written copies of:
 - (A) The full name, address, and telephone number of the person taking a substantial property interest in the unsafe premises; and
 - (B) The legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.
- (b) If a judgment is obtained against the department, enforcement authority, or other governmental entity for the failure of that entity to provide notice to persons holding an interest in unsafe premises in an action taken by the entity under this chapter, a person who failed to comply with this section is liable to the entity for the amount of the judgment if it can be shown that the entity's failure to give notice was a result of that person's failure.

City of Plymouth Code of Ordinance: 100.05 DECLARATION OF NUISANCE, ABATEMENT.
All buildings or portions thereof within the city which are determined after inspection by the Building Commissioner to be unsafe are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal.

IC 36-7-9-4 Unsafe buildings and unsafe premises described

Sec. 4. (a) For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

- (1) in an impaired structural condition that makes it unsafe to a person or property;
- (2) a fire hazard;
- (3) a hazard to the public health;
- (4) a public nuisance;
- (5) dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or

IC 36-7-9-5 Orders; contents; notice; expiration

Sec. 5. (a) The enforcement authority may issue an order requiring action relative to any unsafe premises, including:

- (1) vacating of an unsafe building;
- (2) sealing an unsafe building against intrusion by unauthorized persons, in accordance with a uniform standard established by ordinance;
- (3) extermination of vermin in and about the unsafe premises;
- (4) removal of trash, debris, fire hazardous material, or a public health hazard in and about the unsafe premises;
- (5) repair or rehabilitation of an unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy, or use by a statute, a rule adopted under IC 4-22-2, or an ordinance;

IC 16-41-20-1 Dwellings unfit for human habitation

Sec. 1. A dwelling is unfit for human habitation when the dwelling is dangerous or detrimental to life or health because of any of the following:

- (1) Want of repair.
 - (2) Defects in the drainage, plumbing, lighting, ventilation, or construction.
 - (3) Infection with contagious disease.
 - (4) The existence on the premises of an unsanitary condition that is likely to cause sickness among occupants of the dwelling.
- As added by P.L.2-1993, SEC.24.

IC 16-41-20-7 Orders for cleaning, repairing, or improving

Sec. 7. The state department, local board of health, or county health officer may order purified, cleansed, disinfected, renewed, altered, repaired, or improved a dwelling, excavation, building, structure, sewer, plumbing, pipe, passage, premises, ground, or thing in or about a dwelling that is found to be unfit for human habitation or the dwelling's lot. As added by P.L.2-1993, SEC.24.

IC 16-41-20-8 Service of orders

Sec. 8. An order issued under this chapter shall be served on the tenant and the owner of the dwelling or the owner's rental agent. The order may be served on a person who by contract has assumed the duty of doing the things that the order specifies to be done.
As added by P.L.2-1993, SEC.24

Houin stated in the emergency order to vacate the Building Commissioner found that this building violated all the statutes outlined in the order. He stated their role at the conclusion of the evidence, the Board of Public Works and Safety, as the city's hearing authority, should consider whether the evidence presented supports any of these bases for finding that the subject property was an unsafe premises.

Manuwal stated that they had photos provided to them via email by room numbers and that in almost every room he was able to see a cockroach infestation. He stated there were multiple rooms that had the ventilation in the restroom facilities taped over, which cannot be allowed. He stated there were a couple rooms that they removed the water closet and did not properly cap it off which had allowed sewer gases to come up into the building. He stated some electrical systems are missing face plates and are daisy chained. He referenced each room one by one.

Ecker asked if any of these concerns were reported to on-site managers.

Manuwal replied that he did not have any idea about that. He stated he found a lot of these issues because he went out to inspect for the infestation. He stated he was informed of the situation on October 9 via a call on his work cell phone. He stated he met with them on October 10, invited the Marshall County Health Department to assist him in doing the inspection so we went out to inspect due to a complaint about an infestation. He stated the infestation had spread into every room that he went in and it was being tracked off the premises by people leaving. He stated he did his inspection, came back, started doing a report and on October 17, he filed an emergency order to vacate and modified order to take action.

Ecker asked if there was a representative from the health department here to speak.

Manuwal replied that there was not a representative, but he did provide a letter.

Houin wished to add that all these photos were provided in your packets along with the documentation of the order issued by the health department and the orders issued by the Building Commissioner in their evidentiary packet.

Nilesh Kantibhal Patel (259 Zurich Avenue, Egg Harbor City, NJ, 08215)

Patel stated he was here and he didn't need any argument for this as he agreed with them. He stated he was trying to sell the property as is condition and he has already got a couple developers and buyers. He stated he also contacted a broker in the city with Masterson Reality and they had made a contract already as is condition and they are ready to buy. He stated they are waiting on that, but we need some more time.

Ecker asked how much time they were requesting.

Patel responded that they needed two-three months maybe to sell it. He stated they could close the property and nobody would stay there but he would at least like one of his guys to watch the property. He stated it could either be the maintenance guy or manager and then we could close unless people make more nuisance by breaking glass or trying to stay for free inside. He stated it would make more nuisance so it was better like we could put a fence at the front with a no trespassing sign. He stated he was not local but from New Jersey so he could not watch from home.

Ecker asked if there was an accepted offer on the property.

Patel replied in agreement and stated that the property was almost empty aside from six to seven more rooms but on Friday they would all be gone.

Ecker asked how these people were being compensated.

Patel replied that they 100% refund money if they want it, but they don't want to move until the last day.

Ecker stated as folks transition to new residences, if there was any assistance he was providing to them because of this.

Patel replied that he didn't have any.

Culp asked if he wanted to stay there to watch the property.

Patel replied that it would not be him. He stated it would either be his manager or maintenance guy in only the office area to stay overnight. He stated in the daytime it would be closed and police officers would keep it safe.

Culp stated after 14 days everyone was supposed to be out. Patel agreed. Culp asked if that person was still going to be in there too and stay there.

Patel replied that nobody could stay but at least someone could watch the property like his idea.

Morrow stated he had concerns about extending this out as the health department stated that it was at a dangerous level. He stated from what he had seen from the pictures and driving around the property that he did not believe the property was able to be rehabilitated. He stated that he did not believe that he was ever going to get that infestation out of there. He stated we do not know anything about the buyers but all we knew was the condition of the building currently, which was bad. He stated that Manuwal had put a lot of time into this

property, not only in this instance, but a lot of other issues that have come up over the last year. He stated he was in favor of affirming the order.

Board members Morrow and Milner moved and seconded to affirm the order to vacate the Red Rock Inn. The motion passed by roll call vote.

Board members Milner and Culp moved and seconded to take the Proposed Partnership Agreement with Future Habitat off the table. The motion carried.

Houin stated that the Chief Sustainability Officer Tony Reck of Future Habitat was here. He stated from their comments last time, they had made an amendment to it adding a termination for convenience clause that allows either party to terminate the agreement by providing notice of intent to terminate. He stated there were no restrictions on that termination. He reiterated that this was an agreement with Future Habitat, who was a developer of sustainable housing and they were interested in doing multiple projects here in the city. He stated this agreement provides Future Habitat with two things, reassurance that the city wants to be a partner with them and protects their investment and intellectual property by ensuring that it was kept confidential except as required by law. He stated it was still subject to open door law and access to record laws and they understood that. He explained that it ensured that the city would not take any plans they develop or any of their intellectual property and provide it to other parties in their development. He stated there were no other requirements or obligations by the city and the properties that have been discussed with Future Habitat were not owned by the city so any agreement that would bind the property would not involve the city but rather just Future Habitat and the owners of said property. He stated the City of Plymouth would cooperate and help them through the process to obtain any necessary building permits and zoning variances that may be required for their development. He added that it doesn't guarantee them but rather that we would cooperate through that process.

Reck stated he was here representing Future Habitat Incorporated and he was joined by Keith Lewis of Carbon Neutral Development virtually.

Morrow stated the city has worked with many contractors over the years on multiple developments and very seldom do they have situations like Water Street Townhomes where the city owned the property being developed and won't after the fact. He stated nobody had ever asked for a contract like this and there was so much more to this contract other than intellectual property. He stated he did not understand why we need to enter into a contract for Future Habitat to buy a property and develop it. He asked what the thought process was.

Reck replied that it was mainly to partner with the City of Plymouth as they wanted the City to be involved in what they do. He stated they shared renderings and drawings with the Mayor's Office, Building Commissioner, and Redevelopment Commission to get their input. He stated they wanted to know what the City of Plymouth wants so they want a working agreement with the City. He stated the agreement was also to protect the proprietary information, intellectual property, and their partners like those at Carbon Neutral Development. He stated they have proprietary and intellectual property that they would be bringing into the City of Plymouth, and they want to ensure that the information was protected. He explained that it was not to strongarm the City of Plymouth but rather that it was to work and be a viable partner with them so that was why they tried to make the language in the contract as benign as possible so there was no obligation for the City of Plymouth except for being there to answer a question. He stated they also wanted them to be there as well in public with the public's best interest. He stated it was a little different but what they were doing was different as it wasn't something you saw every day in a community. He stated we were trying to create something sustainable, affordable, and would maintain that way.

Morrow asked what was different with your development.

Reck replied that living in Carmel, Indiana, they get the notion all the time of affordable housing all the time and three weeks later the rent was through the roof. He stated they do not want that and instead say it would be affordable and 5-10 years from now it would still be affordable. He stated he did not want greedy corporate America to come in and take it so we would like to partner with the city to maintain that.

Keith Lewis stated he was with Carbon Neutral Development and he was also partial owner of Green Building Solutions. He stated they do things a little differently and was from Florida, so they deal with hurricanes and torrential weather. He stated what was unique about them was that their buildings were made of steel, light gauge steel, usually rated up to 200 miles per hour, which we won't need in Indiana. He stated the building would also be fireproof, waterproof, and there was zero wood in the construction. He stated the exterior/interior coating was magnesium oxide board so all the rooms would have a 2-hour fire rating. He stated it was healthier and significantly more energy efficient. He stated they were building a 200 unit building currently in Georgia and none of those units have electric bills that exceed \$30/month so it was highly energy efficient, fireproof, and waterproof. He stated it goes up about twice as fast as a conventionally stick built multi-family building.

Ecker asked if this was his first venture into this concept or if there were other locations where you establish this program.

Lewis replied not with cities, but they've built multiple units around the country. He stated they built over 100 units in the Bahamas. He stated the Bahamas loves them because we can sustain 200 mph wind loads. He stated across the country they have anything from single family homes to multi-family homes up to six stories.

Reck stated from the Future Habitat side, his role in sustainability would be when they do the demolition work at 320 Kingston Road, he would be ensuring that all the glass, concrete, steel, and HVAC system was recycled. He stated there was very little, if any, that was going to go to the landfill. He stated they make sure it was sustainable from demolition to construction and throughout the life of the home.

Morrow asked if 100% of the cities, towns, and municipalities have this same agreement.

Reck replied that for them at Future Habitat, that this was a first for them. He stated they were doing other projects in Connecticut and Austin.

Lewis stated those were all private owners but, on this project, the biggest issue they had was that it fell short. He stated they have a certain building cost, which isn't expensive. He stated it was inexpensive if anything, but for example, the majority of buildings and units around this particular property show all the comps fall at about \$90/square foot. He stated we can't build it that low, so for us to get a bank loan, we're either going to need either grants, loans, or other ways to get a bank loan on this. He stated they can't just drop \$30 million into this and expect to get this project done. He stated this part of the city needs this dearly but with the buildings that are in this part of town being sold for half of what we can build it for.

Reck stated that was where they need the city's cooperation and partnership in this. He stated there are municipal grants out there through the State of Indiana that he or Future Habitat cannot apply for, but the City Council could apply for, so it would be like in partnership with the City Council to do something like that and fill out the grant to get the money for this project. He stated they were looking at collaboration with the city council and the City of Plymouth to provide this housing for the residents of Plymouth.

Morrow stated what they were saying sounds wonderful and he personally believed we've collaborated with other developers and helped other developers get to the end point without a contract. He stated that he personally did not see a need for this contract.

Houin stated they have had discussions with other developers who requested similar agreements and the only one he can think of would have come to the City Council and not through Redevelopment would have been the project applied for through the READI 2.0 grant, and we were working on a similar agreement with the builder for that project and it was for the same reason. He stated if they were going to invest the time and the money into developing a project for Plymouth, they wanted to make sure that we weren't going to pull it out from under them and give it to another builder. He stated because they were not successful with the grant, that agreement never came to them. He stated that through Redevelopment and working with Marshall County Economic Development Corporation (MCEDC), these types of agreements are not uncommon with developers on similar projects.

Morrow asked why do it in the first place. He stated when we go into a bid process, that was what distinguishes if multiple contractors do it. He stated you do not enter an exclusive deal with the developer and say that it was their project as it would still have to go to bid.

Houin stated that it would be relevant if the city was undertaking construction. He stated that the city was required to go through a bid process but a private developer like Future Habitat was not. He stated all they were asking for in this agreement was cooperation with the city and that we would support them. He stated because it was not a city-owned property, there are no public purchasing requirements.

Ecker stated they mentioned grants and that the city would be applying on their behalf for those grants. He asked what that would do.

Houin replied that an example that would help would be the REES Theatre when they applied for the OCRA grant as that grant was only eligible for municipalities. He stated the city council agreed to apply on behalf of the REES Theatre, so the city's role was only as the applicant, recipient, and a pass-through for the funds.

Ecker asked if the city would do the same process.

Houin replied that was one example of how it could work depending on the grant requirements.

Culp stated he was sure that there was going to be a bill for that. He asked if the city would have to pay that bill.

Houin stated in that example with the OCRA grant, the city paid nothing and simply allowed our name to be used as the applicant and acted as a conduit for the funds.

Culp asked if that would be the same thing.

Houin replied that it could be, but it was dependent on the grant identified. He stated they may discuss future incentives from the city as well, but they were not at that point yet.

Morrow asked Kevin Berger, in the audience, if he had competed with other companies or similar companies that have this type of contract.

Berger replied that he has not that he was aware of. He stated he would not be aware of that in every municipality, but he was not aware of that coming up before.

Morrow asked if giving a contract like this to Future Habitat or any company would give you an unfair competitive advantage.

Berger replied that he would not know as he had not seen the contract. He stated the only thing that had been discussed that concerned him was that it would apply to more than one property and what came up tonight about the grants. He stated he did not know if that would limit his opportunity if he went for another grant if the city would use up capacity with the granting agency if that would make a difference. He stated those would be the places where it would be a difference for him. He let Future Habitat know that Plymouth had been very easy to work with. He stated he enjoyed working with the Mayor, City Attorney, and Council and had done great things together and planned to do more.

Ecker asked what would happen if the project were to fail.

Houin replied from a city perspective, there was no obligation under this contract and no requirements by the city other than to simply cooperate. He stated at this point the city had made no commitments financially or otherwise and with the property being privately owned, we have no interest in the property at this point.

Lewis stated for them to get different types of financing such as a Tax Increment Financing (TIF) loan, it would require that they have Future Habitat listed under a city redevelopment plan to TIF and other grants. He stated the term of signing a contract with them may not be correct, but we would need them to endorse us for TIF. He stated on the loan, the city wouldn't be on the loan, but our partners would be signing on the dotted line for a completion guarantee.

Reck reiterated what Houin said about how there was no obligation set forth in the contract for the City of Plymouth. He stated the exit clause was one of the last items worked out in the agreement for both sides at any time. He stated if they did not want to endorse them

and wanted to leave the agreement at any time that they had the right to do so. He stated they just want an agreement to work together and be transparent with each other.

Culp stated this whole thing was new and scary and appreciated them working to clarify this. He stated he felt if he voted for this that he would be sticking his neck out for everybody, and the legal jargon scares him.

Ecker stated that was why they had legal representation. He stated he had several conversations over this with Houin and Listenberger and he wanted to make sure the city was not liable for something like this. He stated this was an agreement in intellectual property and he certainly respected that from any vendor that came to them with ideas and new concepts. He stated it was their ideas, and he understood not sharing that with competition. He stated we have several vendors now that we have understanding and we don't do that. He agreed that it was different.

Houin stated for this particular contract, the language in it was excessive and he and attorney at Future Habitat went through this with a fine-tooth comb. He stated they talked about a lot of provisions in it, and they understood as well but the form of the contract came from agreements that they use usually with private owners and in those scenarios, they need to have a lot more protection. He stated they also do business in other parts of the world, he referenced the Bahamas and Morocco, so they developed an agreement that covers all their bases. He stated we went through it and as an attorney it was sometimes easier to modify what was already there than to start over to create a more simplified agreement and that was what we did. He stated there was a lot taken out of the original agreement not because it was oppressive to the city, but because he did not want there to be any confusion. He stated he wanted it to be clear in legal terminology that the city does not have any obligations here. He stated they were very easy to work with and understanding of those concerns.

Culp stated it was great that they wanted to come up here but hearing Lewis say that they haven't done this anywhere else and this being the first time was concerning.

Houin stated he understood that this was the first time that they'd been in this position with a municipality and the other projects that they had worked on had been with private ownership only not involving direct partnership with a municipality. He stated one thing he learned working with Reck and the other representatives of Future Habitat was what they've done was bring together experts in different aspects of property development being a

relatively new enterprise. He stated they are learning how to work with municipalities from us just as we are learning what expertise they can bring to development here in Plymouth.

Morrow stated he would love to see them come into Plymouth to do this development but entering into an agreement like this was a kick in the teeth to our local developers who've worked with us for a long time so he would vote against it.

Board members Ecker and Milner moved and seconded to accept the agreement The motion failed with a lack of majority vote.

In Favor: Ecker, Milner

Opposed: Culp, Morrow

Absent: Listenberger

Ecker introduced two directional sign requests from Jay Buchtel posted at Harrison & Michigan Street along with Harrison Street & Oak Drive for Marshall County DAV Chapter 42. No one was in attendance for this request.

Board members Culp and Morrow moved and seconded to take the request off the table. The motion carried.

Marquardt stated at the last meeting, Jay Buchtel from the DAV Chapter 42 put in a request for signage for their office at the Life Enrichment Center. He reached out to him regarding the signs, and they currently have signs at both locations for the Life Enrichment Center and Buchtel was wondering if we could just add to that sign. He stated he wouldn't want to put a sign the same size on Michigan as it would obstruct views. He stated that they preferred the wayfinding signs like the ones on Oak Drive, so he explained to him that those were done years ago by North American Sign he believed. He stated this would involve redoing the signs out there on Oak Drive and Harrison Street. He asked them if they were looking to pay or for the city to do it and he was told that it would be nice if the city did it. He stated once prices were figured out then he could take it before his board. He stated as of now he just had to find out how much those signs would cost. He stated he would bring it up to them and if you all wanted him to keep looking into this, then he would get ahold of North American Signs and get some pricing.

Board members Culp and Milner moved and seconded to move forward with acquiring a cost estimate. The motion carried.

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

- October 27, 2025 Docket
- Water Department Activity Reports – September 2025
- Wastewater Department Activity Reports – September 2025

The motion carried.

There being no further business, Board members Morrow and Milner moved and seconded to adjourn. Ecker declared the meeting adjourned at 7:20 p.m.

APPROVED:


Donald Ecker, Jr., President Pro Tempore


Lynn M. Gorski, Clerk-Treasurer

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

PLANT OPERATIONS:

1. Total flow in gallons	45,799,170
2. Average daily flow in gallons	1,526,639
3. Rainfall	3.25"
4. Monthly average in BOD removal	99.6%
5. Monthly average in TSS removal	98.9%
6. Monthly average in Ammonia removal	99.8%
7. Monthly average in Phosphorus removal	86.9%
8. General plant maintenance	
9. Work orders completed:	

291- Wastewater Treatment Plant

- Exercised 20 plant valves.
- Serviced the acid clean system on the ultraviolet disinfection system.
- B.L. Anderson completed the annual inspection of all three Nero's turbo blowers.
- Changed oil in all plant valve actuators.
- Service grit removal pumps, paddle drives and hydro-gritter.
- Serviced all five clarifier drives.
- Serviced HVAC unit at the pretreatment building.
- Rebuilt primary sludge pump #2.
- Serviced pump air reliefs in primary and raw buildings.
- Pressure washed the gravity belt thickener.
- Clarifier parts were delivered on 9/22, but most were wrong. It will be another 4-6 weeks until the correct parts are built and shipped.

70- Vehicle/Mobile Equipment

- Rewired emergency lights on T-31.
- Rear brakes on CE-1.
- Replaced the power steering pump on T-3.
- Removed/replaced injector pump on Case backhoe.
- Replaced the front bearing on the hose reel on T-6.

33- Lift Stations

- Rebuilt debris screen on the Packard Woods lift station.
- Serviced Carriage Green lift station generator.
- Corrected communication issues with the SCADA forwarding alarms from the viaduct lift station to service personnel.
- Adjust radar level control on Pioneer Dr. lift station.

8 - Collection System

- 0 - Eliminated structures
 - a.
- 0 - Replaced structures
 - a.
- 0 - Repaired structure
 - a.
- 0 - Replaced / Repaired / Adjusted castings.
 - a.
- 0 - GIS data collection points.
 - a.
- 0 - New structure
 - a.
- 7 - Point Repairs
 - a. W. Laporte St. & Plum St. - Repaired damaged 8" sanitary sewer.
 - b. 907 W. Jefferson St. - Repaired sanitary sewer damaged by root cutter.
 - c. NE corner of W. Adams St. & N. 5th St. - repaired broken tile.
 - d. (4) - repairs to sewer tap connections on Richard St.
- 1 - Miscellaneous
 - a. Repaired storm water detention basin spillway (outer) behind Riverside School.

COLLECTION SYSTEM GENERAL:

1. Cleaned 10,362 feet of sewer lines:
 - 0 feet during service calls
 - 10,362 feet during preventive maintenance
2. Televised 17,414 feet of sewer lines.
3. Mechanically removed roots from 2,316 feet of sewer lines.
4. Removed approximately 5.18 tons of silt and debris during cleaning and inspections of sewers lines.
5. Used approximately 31,175 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.

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

PLANT OPERATIONS

Water Treated - Ledyard Water Treatment Plant	23,800,586 gallons.
Water Treated - Pine Water Treatment Plant	<u>24,677,705 gallons.</u>
Water Treated - Total	47,478,291 gallons.

Water Treated - Daily Average - Ledyard Water Treatment Plant	793,353 gallons.
Water Treated - Daily Average - Pine Water Treatment Plant	<u>789,257 gallons.</u>
Water Treated - Daily Average - Combined	1,582,610 gallons.

- 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

- 20- 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.
 - L. Nolt & Sons completed reconstructing the overhead doors on the maintenance building.
 - Repaired sodium permanganate feed pumps.
 - Peerless Midwest completed testing and inspection of filter media on all four high pressure filters.
- 19 - Pine Water Treatment Plant Maintenance
 - Completed auxiliary generator test.
 - Completed temperature checks on high service pumps.
 - Cleaned and inspected chlorine injectors.
 - Repaired exhaust fans.
 - Peerless Midwest completed testing and inspection of filter media on all four high pressure filters.
- 12 - Mobile Equipment
 - W-1, W-6, W-16, W-17, T-17, W-23, W-24, and W-30.

WATER SAMPLING

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

SERVICE

Utility Locates	282
Total Number of Work Orders	454
Service Disconnects	21
Service Disconnects for non-pay	57
Service Reconnects for non-pay	75
Blue Tags "Service Notice" left on door	40
Pink Tags "Insufficient Funds Notice" left on door	4
New Radio Read / Meter Installations	64
Accuracy Checks	183
After Hours Call Outs	0
Meter Repaired	0
Consumer Confidence Report Requested Hand Delivery	0

CONSTRUCTION ACTIVITIES

- (0) Curb Stops Repaired / Replaced / Installed
- (2) Curb Stops Located / Capped Off at Valves
 09-17-2025 714 Miner St. - Retired service line at corporation stop on Alexander St.
 09-23-2025 2125 Western Ave. & Skyline Dr. - Retired 6" fire line.
- (5) New Taps Installed
 09-04-2025 724 N. Center St. - Separate services new 1" tap.
 09-04-2025 722 N. Center St. - Separate services new 1" tap.
 09-11-2025 714 Miner St. - New 1" tap & relocated services from Alexander St. to Miner St.
 09-24-2025 2125 Western Ave. - New 6" tap and 40' of D.I. across Western Ave.
 09-30-2025 Lewis St. & S. Plum St. New 2" tap for new 2" main from S. Plum to S. Walnut St.
- (1) New Mains Completed
 09-30-2025 Lewis St.- 314" of 2" Poly service line bored down Lewis St. from S. Plum to S. Walnut St.
- (5) Valves / Valve Boxes / Repaired / Replaced / Installed
 09-03-2025 Ferndale St. & Earl St. - Realigned valve box.
 09-03-2025 Lincolnway East & Kingston St. - Realigned valve box.
 09-10-2025 Dickson St. & Thayer St.- Repacked main valve.
 09-10-2025 Lynn St. & Sycamore St. - Repacked main valve.
 09-26-2025 714 E. Laporte St.- Adjusted valve box).
- (1) Hydrants Repaired / Replaced / Installed / Serviced / Painted
 09-16-2025 W. Washington St. & Beerenbrook St.- Replaced fire hydrant.
- (0) Valve Exercised
- (1) Main Breaks and Leaks Repaired
 09-29-2025 720 Magnetic Parkway- Replaced curb stop and meter pit.
- (3) Service Lines / New/ Repaired
 09-02-2025 613 S. Michigan St.- Replaced meter setter.
 09-08-2025 1014 W. Madison St.- Adjusted meter pit for new concrete sidewalk.
 09-17-2025 422 S. Plum St. - Replaced meter pit and curb stop.

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.
- Disassembled water services for Blueberry Festival food vendors.
- Received demonstration on ground penetrating radar system 9-16-25.
- Completed fire flow test for New Song Church.
- Carlo Del Real-Torres completed his online training course for water treatment and distribution.
- Four employees attended the Fall NW Section AWWA Meeting in Merrillville where Eric Keilman received the John Herdy Award.