

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, DECEMBER 14, 2020

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session on December 14, 2020. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana.

Mayor Mark Senter called the meeting to order at 6:00 p.m. Senter presided for Board Members Duane Culp, Jeff Houin and Bill Walters. City Attorney Sean Surrisi and Clerk-Treasurer Xaver were also present. Mayor Senter and Jeff Houin attended the meeting virtually. Councilmember Milner was absent.

Board Members Walters and Culp moved and seconded to approve the minutes of the Regular meetings of November 23, 2020. The motion carried.

Utility Superintendent Davidson asked for permission to advertise for a replacement for Dennis Hooker as he has retired after 32 years of service.

Board members Culp and Walters moved and seconded to approve the advertisement of the position. The motion carried.

Chief of Police Bacon reported that the newest officer Josh Baker has arrived to the area and was sworn in today. He will start undergoing his training on December 15, 2020.

Street Superintendent Marquardt reported that he was contacted by a subcontractor from the junior high school. They asked what to do for the curb that needed poured since the plants were closed. The subcontractors want to leave the fence out in the street the way that it currently is. Marquardt told them that he does not believe that this would be a good idea due to what they have gone through with that neighborhood so far. His suggestion to the contractor was to have them put in limestone and cold patch it. In the spring they would then mill it down and put in the top coat.

City Attorney Surrisi referred to an update by MACOG (Michiana Area Council of Governments) for the ADA transition plan for sidewalks. This refresh on the plan has been completed and a resolution for adoption by the board will be coming in the next year.

City Engineer Gaul presented PW-20-012, Street & Sidewalk Summer Projects- Change Order. He stated that several streets the pavement needed to be thicker and some of the sidewalks needed better addressed which in turn has changed the price needed for the contract.

Houin asked what caused such a large change in the price. Gaul explained that this was due to needing to dig a little deeper on street and sidewalk projects. Also, more asphalt was needed due to some height differences in the street. Houin then asked why the concrete pricing changed so much when the description of the change was stated as “as measured”. Gaul explained that this was due to sidewalk adjustments due to joining in with driveways and having to dig deeper in areas than expected before pouring the concrete.

Board Members Culp and Walters moved and seconded to approve Change Order #1 for Walsh & Kelly Inc. in the amount of \$26,593.91 for the 2020 Street & Sidewalk Summer Projects. This brings the contract total from \$602,523.35 to \$629,117.26. The motion carried.

City Engineer Gaul presented UT 19-011. He stated that this change was due to comcast not putting the cable with a conduit like they agreed to. This in turn would need replaced.

Houin asked for clarification on if this was due to incorrectly installing the line. Gaul confirmed this. Culp and Houin agreed that there should not be an approval until Comcast has fixed this problem. Gaul stated that if this is the way that the board decides he would inform Comcast that before their financial guarantee could be released, they would need to remove the line and install it correctly. Board members Houin and Culp moved and seconded to inform Comcast that before the financial guarantee would be released, they would need to remove the line and install it correctly. The motion carried.

City Attorney Surrisi presented the Animal Control Services Agreement for 2021. This agreement is the same as the previous couple of year at \$30,000 with the Marshall County Humane Society.

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this ____ day of _____, 2020, by and between the MARSHALL COUNTY HUMANE SOCIETY, INC., a not-for-profit corporation [hereinafter referred to as the Society], and the CITY OF PLYMOUTH, acting by and through its Board of Public works and Safety [hereinafter referred to as the City];

WHEREAS, it is deemed desirable to have animal control services provided to the citizens of Plymouth; and,

WHEREAS, the Society is a suitable entity to provide such animal control services in cooperation with the employees and agents of the City,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. TERM. The term of this agreement shall extend from January 1, 2021 through December 31, 2021. Either party may terminate this Agreement at any time during said term upon sixty [60] days written notice to the other party, such termination either for or without cause.
2. PAYMENTS.
As consideration for the services, facilities and equipment to be provided hereunder, the City shall pay to the Society the total sum of Thirty Thousand Dollars [\$30,000.00], to be paid in equal monthly installments of Two Thousand Five Hundred Dollars [\$2,500.000] until the termination of this Agreement. The Society shall submit to the City properly prepared claims for such payments on forms provided by the Clerk-Treasurer of the City of Plymouth. The City shall pay the sums provided hereunder within thirty [30] days after submission of said claims.
3. COOPERATION WITH ANIMAL CONTROL OFFICER. It is understood and agreed by the parties that the Society shall employ an Animal Control Officer whose responsibilities will include the management of the animal control program and the enforcement of all ordinances relating to animal control. The Society agrees to assist and cooperate fully with the employees of the Marshall County Department of Health and the employees of the Plymouth City Police Department in the performance of any duties and powers given to them under the county and city ordinances relating to animal control.
4. DUTIES AND RESPONSIBILITIES:
 - A. The Society shall receive all animals which may be apprehended by the Animal Control Officer as a result of any violations of the ordinances relating to animal control or by any other persons authorized to enforce such ordinances. The Society shall also receive lost, stray, homeless or injured animals which may be turned over to its control and custody by the general public. The Society shall provide housing, shelter, food, water, veterinary care and other humane treatment for such animals while they are in the possession of the Society and until placed or disposed of as provided herein. The Society shall place with suitable owners or humanely dispose of such animals which come into its control and custody in accord with the provisions of the ordinances relating to animal control.
 - B. The Society shall maintain a program of education designed:
 - i) To train the Animal Control Officer, any duly designated assistants and staff of such officer and the employees of the Marshall County Department of Health and the employees of the Plymouth Police Department in the techniques of humane animal handling in relation to the enforcement of animal control ordinances;
 - ii) To promote the proper care and treatment of animals by the general public; and,
 - iii) To inform the public about, and encourage the observance, of all Marshall County and Plymouth City ordinances relating to animal control.
 - C. As the corporation which has contracted with the City of Plymouth to provide animal control services, the Society shall perform all duties and be responsible for costs to enforce Section 92 of the city code, which include ordinances to regulate and license the keeping of animals, as now in effect or as hereafter enacted.
 - D. The Society, in addition to the other duties outlined herein, shall answer calls concerning animals in distress; may rescue any injured animal or any animal which is otherwise unnaturally restrained; and, shall be responsible for sheltering and disposing of such animals in accord with sub-paragraph A above.

5. FACILITIES AND EQUIPMENT. The Society shall furnish a suitable animal shelter facility at the Society's present location at U.S. 31 and 13th Road, Plymouth, Indiana. This shelter shall serve as base for the Animal Control Officer. The Society shall maintain suitable office hours at the shelter facility for the convenience of the public and for the purpose of transacting business in connection with the obligations under this agreement and for the purpose of accepting applications for the redemption of sheltered or impounded animals. The Society shall maintain a telephone number and/or answering service or systems to receive calls from City residents relating to the enforcement of ordinances relating to animal control. After normal business hours for the shelter facility, emergency calls will be to the Marshall County Sheriffs Department or Plymouth City Police Department, which shall notify the Animal Control Officer.
6. FEES IN CONNECTION WITH REDEMPTION. The Society may charge any owner of an animal which has been impounded in the shelter facility a boarding fee and an impoundment fee in connection with the redemption of such animal. The boarding fee shall not be greater than the prevailing fees charged by local veterinarians for boarding. The impoundment fee shall be reasonably related to the costs of handling and record keeping incurred as a result of such impoundment.
7. RECORD KEEPING. The Society shall keep proper and complete records concerning the finances and operation of its shelter facility and of all monies collected and disbursed. The Society shall permit the City, at all reasonable times, to inspect and audit such records and shall make such reports of its activities as shall be reasonably requested by said City.
8. RELATIONSHIP OF PARTIES AND INDEMNITY. The Society shall be an independent contractor and shall have the authority to employ and direct all persons necessary to carry out the terms and responsibilities of this agreement. Such employees shall at all times be under the direction and control of the Society. The Society shall have full power and authority to select the means, manner and method of performing its obligations under this agreement. The Society and the City shall mutually indemnify and hold each other harmless from all demands, claims, causes of action and judgments, including all expenses, court costs and reasonable attorney fees that may be incurred in investigating and defending same, which may arise out of any act or negligence of the Society or City, its contractors, agents, employees or servants in connection with the operation of its shelter facility or in the performance of its duties and obligations under this agreement. The Society shall procure and maintain adequate amounts of general public liability insurance, with a responsible insurance company qualified to do business in the State of Indiana, insuring against claims for personal injury and property damage.
9. E-VERIFY. So long as the E-Verify program shall exist, the Society agrees that it shall enroll in the program and verify the work eligibility status of all newly hired employees. By its signature below, the Society affirms that it does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date written above.

THE MARSHALL COUNTY HUMANE
SOCIETY, INC.

Nancy Cox, Executive Director

CITY OF PLYMOUTH

Mark Senter, President of Board of
Public Works & Safety and Mayor
City of Plymouth

ATTEST:

Jeanine M. Xaver, IAMC/CMC, Secretary,
Board of Public Works & Safety and
Clerk-Treasurer, City of Plymouth

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Board members Houin and Culp moved and seconded to approve of the proposed Animal Control Services Agreement for 2021. The motion carried.

Board Members Walters and Culp moved and seconded to allow the payroll for December 15, 2020 and the claims for December 14, 2020, as entered in claim register #2020. The motion carried.

Board Members Walters and Culp moved and seconded to accept the Fire Activity Report for November, Wastewater Monthly Report for November, and the Water Monthly report for November that were received in the board's packets. The motion carried.

There being no further business, Board Members Walters and Culp moved and seconded to adjourn the meeting. The motion carried, and the meeting was declared adjourned at 6:22 p.m.

Jeanine M. Xaver, IAMC, CMC
Clerk-Treasurer

APPROVED:

Mark Senter
Mayor