

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

Be it Remembered that the Common Council of the City of Plymouth, Indiana, met in regular session on March 22, 2021. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana and was called to order at 6:39 p.m.

Mayor Senter led the Pledge of Allegiance and Councilman Ecker offered prayer.

Senter presided for Council members Greg Compton, Duane Culp and Don Ecker. As

allowed by Governor Holcomb's Executive Orders, Council Members Jeff Houin, Robert

Listenberger, Randy Longanecker and Shiloh Carothers Milner attended the meeting electronically.

Clerk-Treasurer Xavier and City Attorney Surrisi were also present.

Council Members Compton and Culp moved and seconded to approve the minutes of the last

regular Common Council session on March 8, 2021, as presented. The motion carried.

The following legal notice was advertised on March 5, 2021.

City of Plymouth River Park Phase II Project Public Hearing Notice	public hearing on Monday, March 22, 2021, at 6:30 p.m., in the Plymouth City Hall Council Chambers, located at 124 North Michigan Street, Ply- mouth, Indiana to provide inter- ested parties an opportunity to express their views on the pro- posed federally funded CDBG project. Persons with disabili- ties or non-English speaking persons who wish to attend the public hearing and need assis- tance should contact Sean Sur- risi, ADA Coordinator at (574) 938-2948 not later than Friday, March 19, 2021. Every effort will be made to make reason- able accommodations for these persons.
On or about April 30, 2021, the City of Plymouth, intends to ap- ply to the Indiana Office of Community and Rural Affairs for a grant from the State Com- munity Development Block Grant (CDBG) Public Facilities Program (Stellar Funds). This program is funded by Title I of the federal Housing and Com- munity Development Act of 1974, as amended. These funds are to be used for a com- munity development project that will include the following activities: Miscellaneous Park improvements and additions to the existing River Park. The to- tal amount of CDBG funds to be requested is \$560,000. The amount of CDBG funds pro- posed to be used for activities that will benefit low-and moder- ate-income persons is \$304,752. The Applicant also proposes to expend an esti- mated \$140,000 in non-CDBG funds on the project. These non-CDBG funds will be de- rived from the following sources: cash on hand gener- ated via the City TIF 2 Fund. The City of Plymouth will hold a	information related to the pro- ject will be available for review prior to the public hearing as of March 10, 2021 at the Mayor's Office and Clerk-Treasurer's Office located at 124 North Michigan Street, Plymouth, In- diana between the hours of 9:00 a.m. to 4:00 p.m., Mon- day-Friday. Citizens are invited to provide comments regarding these issues either at the public hearing or by prior written state- ment. Written comments should be submitted to Jeannne Xavier, Clerk Treasurer, 124 North
	Michigan Street, Plymouth, In- diana 46560, no later than Fri- day, March 19, 2021. In order to ensure placement of such comments in the official record of the public hearing proceed- ings, A plan to minimize dis- placement and provide assis- tance to those displaced has been prepared by City of Ply- mouth and is also available to the public. However, this pro- ject will result in no displace- ment of any persons or busi- nesses. For additional informa- tion concerning the proposed project, please contact Shan- non McLeod, Project Coordina- tor, at (317) 683-7385 or email her at shannon@pccgrant.com March 5, 2021 PM2:45; Report

Council Members Ecker and Compton moved and seconded to open the public hearing. The motion carried and the mayor declared the public hearing open.

Shannon McLeod of Priority Project Resources, Inc., the grant consultant for the City, was present to discuss the updates, improvements, and the environmental review of River Park Square Phase II for the second public hearing for this project. This public hearing will fulfill the requirements for public participation that is required for the Stellar Grant. From the Stellar program \$560,000 of grant funds were set aside for the River Park Square II project. The city pledged a local match of \$140,000 from TIF 2. This would leave the total cost of the project to be \$700,000. The

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

improvements to the park will include a picnic pavilion, natural playground, permanent corn hole game area, sensory garden, veteran's memorial plaza, an ice rink, ADA sidewalks throughout, and adding some additional parking. After this public hearing McLeod stated that they will be putting together the grant application and are hoping to get it submitted between mid-April to the end of April. Since there is another Stellar project open with the Rees Theatre, they may have to push this submittal date back due to only being able to have one open project that is not under a contract at one time. McLeod added that she was working on a waiver with OCRA to allow for an early submittal even with another open project.

Brent Martin from the Rees Theatre project stated that the deadline for submission of plans and specifications was March 31, 2021. McLeod stated that with that deadline it should allow for the bidding process for the Rees Theatre project to start in April. Assuming that the application gets put in about April to May, during the summer months Clerk-Treasurer Xavier and McLeod will be formalizing the grant agreements and administrative paperwork. This would allow for the bidding of the River Park Square Phase II to be done in the late summer or early fall. Soon after the bidding of the project they will start on the construction of the park and hope to have it completed in the spring of 2022.

Surrisi mentioned that the ice rink that is being planned is a synthetic ice rink. Park Superintendent Hite added that the ice rink had been originally planned to be in the circle in front of the amphitheater and they decided to move it under the pavilion to help with maintenance, expense, and lighting of the rink.

There being no further comments or questions, Council Members Culp and Ecker moved and seconded to close the public hearing. The motion carried.

City Attorney Surrisi presented a request from Carla Jetton, of Lendterra regarding the Briarwood housing development on Hoham Drive.

Ms. Jetton addressed the council via Microsoft Teams. She stated that she and David Crantz are private commercial hard money lenders. The prior owner of Briarwood Estates had a loan through them, and had passed away leaving them the property. Typically, they do not keep properties, but they had visited Plymouth in February and saw an opportunity in the community with this underdeveloped area. They in turn decided to keep the property and improve it. She stated they had already purchased three 2021 model homes to put on the property. They hope to employ local people to do all of this work. Jetton stated that they had reached a bump in the road which is with utility deposit with the city. From her understanding the first owner had ownership of the lot for

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

approximately 19 years. Her borrower had owned the property for less than 6 months before he passed away. Since the development of this property, there had been an ordinance passed that required all commercial properties to place a deposit 1½ times the amount of the highest month's bill. She asked the councilmen to waive the \$4,600 deposit because it will cut into their budget and not allow for them to return a certain rate of return. She stated that payments had been on time for 20 years and she expects to follow suit. After learning that the utility department was doing well and the Utility Superintendent had won awards for being so efficient, she believes that it would not hurt the city to waive the \$4,600 as long as her account is not in default or even one day late.

Clerk-Treasurer Xavier addressed the council with the following statement, referencing the billing history for the property:

"Beyond the deposit for which Briarwood is requesting a waiver – they have a current balance of \$6,596.65.

There's a lot going on in the account; the \$30 reconnect is shown as a "bill". But basically, the bill generated on January 19th and due February 4th was paid on February 25th. They were never shut off. Ultimately, that was my fault.

The bill generated Feb 17th and due March 4th (\$3,140.75) with a disconnect date of March 15th is currently not paid. This has been scheduled for disconnection Tuesday morning, March 23, 2021.

The most recent bill (\$3,131.99) generated March 17th is shown also.

I understand that this is a big bill and a big account with 28 houses. We need to look at the overall situation and how it affects our utility customers. My office cannot bill until water has been used. For the utility bill that is due on April 4th. The usage is from February; the meter was read at the end of February. My staff works daily with the water department to ascertain where there are leaks or unread meters. The bills were generated around the 17th of the March and are due April 4th. A penalty is added to unpaid bills on the 5th, and ten days later, water at the accounts remaining unpaid is shut off. You can see that there is up to a two-month lag from when usage is consumed to when it is shut off for non-payment.

Legally, this should have been shut off on February 17th and again on March 17th. We do our best to work with commercial and industrial accounts so that the non-payment of their bill does not impact their business or their customers. For instance, it is not the residents' fault that their water bill has not been paid.

The petitioner first stated they should not have to make a deposit because the property did not change ownership, but instead a "Deed In Lieu of Foreclosure" was issued. If you read the enclosed article titled "What is a Deed in Lieu of Foreclosure? An Option for When you Default on Your Mortgage", it clearly states that "it is essentially a legal and binding document that transfers the title...."

The petitioner also asked why the previous owner did not have to have a deposit. Commercial deposits were incorporated into Ordinance 2012-2035. The previous owner developed the property before that ordinance was passed. A copy of the ordinance has been included in your packet for your convenience. The portion of the ordinance regarding commercial deposits is at the bottom of the first page.

The petitioner had stated that they took over the property but had not received any income from it, so was unable to pay the deposit. I don't mean to sound apathetic, but that fact is not our problem. They made a business decision to take on the assets and debts of this property. The fact that they can't pay their bill timely is the entire concept as to why we require deposits, to protect the city and utility customers, who ultimately pay the price when another customer defaults on payments.

I respectfully request that you deny the request to waive any or all of the deposit."

Jetton stated that they took over the property management on January and found out that they were in default and were going to be shut off. She added that she paid that bill within 48 hours. They were still not getting bills for the utilities and were not aware that they owed anything. She mentioned that she was more than happy to set up for automatic payments. In the clerk-treasurer's

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

statement, she mentioned that there was not a deposit required of the original developer, but the property had gone to her borrower and there was no deposit required even though the ordinance was passed in 2012. She mentioned that her tenants do not pay enough to even pay the water bill. She asked the council to allow her to only pay \$2,300 in a deposit as a minimum ground.

Houin asked Jetton if as a compromise she would be willing to set up for automatic deposits and pay a lower amount in a deposit and defer the remainder of the deposit unless she failed to pay her bills timely. Jetton stated that typically a utility deposit is returned after a timely history it is returned back to the owner. Plymouth holds this deposit until the owner no longer owns the property. She proposed a \$2,300 deposit or she could pay the \$4,600 deposit and have the other half returned back to her after proving that she is paying timely.

Houin stated that he would like to see the outstanding balance paid tomorrow, and for her to sign up for automatic withdrawal for future billings. If this were to happen, he would be in favor of the \$2,300 deposit to be paid and have the balance of the deposit be waived unless she failed to pay timely in the future; while also retaining the ability to require the other half of the deposit if Briarwood does not fulfill the requirements or failed to pay in a timely manner. Milner stated that she believed that this was a very fair compromise.

Listenberger asked Jetton if it would make sense for them to pay the full deposit, but spread out the payment of it over a twelve-month span. Jetton stated that no, because the city keeps that money forever and she would have to get this money from the residents. Jetton restated that the utility department is winning awards and are not in any jeopardy of going into the negatives without this deposit.

Utility Superintendent Davidson stated that there are currently two issues at hand: one of which is the deposit, and the other is the current balance which he believes to be the most important factor. He wants to protect the residents of this property and the last thing that he would want to do is go out and shut off their water the next morning.

Jetton stated that she would wire the funds to the city tomorrow morning to pay the bill and deposit. Houin stated that maybe they should extend the shut off date to 48 hours to make sure that the funds are deposited into the city's account.

Ecker asked if Briarwood was set up for electronic invoices or by mail as well. Jetton stated that she has never received an invoice except when she was told that they were delinquent the first time. She stated that she knows it is not part of the job to reach out to them, but if she had known she would not have been delinquent. Ecker added that on the back of every invoice there are instructions

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

as to how utility bills are handled. Also, that these bills are able to be emailed out to them, but this information would need to be conveyed with the clerk treasurer's office. He added that he was concerned about lowering the deposit to \$2,300 as he was seeing invoices ranging from \$2,700 to \$3,300 each month. He would prefer a down payment of \$2,800 in case of a default or late payments they would at least be able to possibly cover a month of usage. Jetton confirmed that it would be fine to have a deposit of \$2,800.

Surrisi stated once that Briarwood is signed up for automatic payment it should help with timely payments. Another issue that they had run into was the account was still in the name of the original developer of the property. This may have caused the bills to be mailed to an address that is not convenient for Jetton. He hopes that with setting up automatic payments that it would fix this issue as well.

Xaver stated that her office was not notified of ownership change until Jetton reached out to her office to get the name changed on the account. Ecker stated that in turn this showed a lack of communication from Briarwood Estates to the City of Plymouth. Surrisi added that the lack of communication of ownership change may have been why Jetton's lender did not pay a deposit.

Ecker asked if Jetton and Crantz were a financial institution since they keep referring the to previous owner as "the borrower". Crantz confirmed this and stated that when the previous owner passed, they did a Deed in Lieu of Foreclosure and made a partnership with the widow of the previous owner. Crantz added that they had development experience and that they own five or six mobile home parks in the state of Minnesota.

Members Houin and Milner moved and seconded to lower the deposit required on the account to \$2,800 and extend the shut off order for 48 pending upon full payment of the remaining balance on the account, payment of the deposit, and signing up for automatic payments within 48 hours. If there were issues in the future with payments the Council reserves the right to require the remaining amount of the deposit required by the City Ordinance. The motion passed by roll call vote.

AYES: Culp, Ecker, Houin, Listenberger, Milner
NAYS: Compton, Longanecker

Davidson referred to the current disconnect policy that he started with commercial and industrial properties. With these properties, he requires that these properties not have the water shut off, and instead get ahold of the manager and notify them that in the next day or two that they will

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

have their water shut off. This is due to safety concerns for customers and employees of these properties. He feels that they are very generous with these accounts in terms of shutting off service.

Mayor Senter presented his State of the City Address:

To:

Members of the Common Council
Madam Clerk Treasurer Jeanine Xaver
Members of the media
Most importantly, The Citizens of Plymouth

Thank you for giving me the opportunity to once more address our citizens on the status of our city in which we live, work & play. 2020 was like no other for this community; our state; our country and the world! I stood here 50 weeks ago this evening with such a positive message of hope and aspirations after a great 2019. As we know that all changed on March 16th when Governor Holcomb shutdown non-essential parts of our everyday life. My message last year was 2020 VISION. We learned a lot about ourselves; our city, state and nation. We learned a lot about executive orders; world politics; the blame game; and Zoom calls? Today we would love to try and forget 2020 but we know that will be difficult. But there is one thing we can do...let us pay reverence to the 106 persons in Marshall County and the 12,537 Hoosiers that have died during this tragic pandemic. How about a moment of silence...Thank you.

The Crossroads Stellar Committee is still going strong.

Our slogan: Great Hometowns: One Vision

As many of you witnessed, nine nights ago the Rees Theatre Committee relit the marquee that hung firm for over 80 years. Now it is another beautiful electronic addition to our downtown and another step to make Plymouth an arts mecca with the likes of The Rees, Heartland Artists and Wild Rose Moon. Thanks to the Jacobs and Serf families for your gift and thanks again to Randy Danielson, Donna Pontius, and the entire Rees committee for making this happen. Another great step in The Rees direction!

Of all our Stellar projects, the second phase of River Park Square will be one of the first projects out of the gate. I foresee a Veterans' Plaza in the area east of River Street not far from our soon to be renovated historic footbridge. A place to honor & remember those that paid the ultimate sacrifice to protect our freedoms. An expanded community garden and kid's playground along with a picnic shelter and ice rink would vastly improve RPS in that area as well.

In the summer of 2019, we cut the ribbon for the second phase of the Greenway Trail near the new footbridge in Gill Park. Phase #3 is also a Stellar project and would start at Garro Street and would follow the Mighty Yellow inside of River Park Square passing by the canoe & kayak launch all the way to the new bridge at River Gate South.

The northeast corner of Michigan & Jefferson Streets was recently acquired by the City of Plymouth to beautify the entrance to our downtown. No more temporary fireworks store throughout the summer months. Sometime in the future we hope to have what is being called the Crossroads Plaza. Five historic byways traverse Marshall County, with four of them (Lincoln Highway, Michigan Road, Yellowstone Trail, and Dixie Highway) converging at this intersection. This will be a great addition commemorating the Crossroads of Northern Indiana.

And a footnote to that announcement: Stone Excavating and Alligator Aggregate have teamed to volunteer their time and resources to demolish the building.

- HOUSING...HOUSING...HOUSING

RIVERSIDE COMMONS is a continuation of a subdivision that began in about 2006. At the time it was also an OCRA project but failed during the recession of 2008. Last year Marshall County Developer Kevin Berger applied for tax credits through the Indiana Housing and Community Development Authority. Riverside Commons was awarded the tax credits, and this could not have happened without Marshall County being a Stellar Community. The project brings 40 townhouses to the area of Baker and Richter Road just east of Riverside Intermediate School. The townhouses will be very similar to what Mr. Berger has built in Culver, The Paddocks. Thanks, Kevin, for teaming with Dr. Stillson to bring this new neighborhood forward...it is truly appreciated.

Centennial Crossing is going strong in their phase #1 buildout. 275 units which includes senior housing, single family dwellings, apartments, condominiums and a clubhouse are part of the plan. And it is so good to see a

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

local developer bring this forward. Thanks to Construction Management and Design for growing more housing in Plymouth.

In 2019, the Indiana Supportive Housing Institute Board approved funding to create permanent supportive housing in Plymouth. Garden Court Incorporated was awarded over \$1.7 million that will go towards the new construction of 18 units on West Jefferson Street west of Oak Drive. On December 16th during a small snowstorm, we officially broke ground on those new homes. The construction of Serenity Place is on its way to assist lives of those that don't have the same chances and means that many of us do. If you will remember, Serenity Wilson lost her life in September 2015. This new facility that will be operated by Garden Court Inc. and was named after Serenity and her two grandmothers, Deb Blacklaw and Gina Williams, were there to witness the groundbreaking. Thanks to all involved for making this happen!

As City Attorney Surrisi ate lunch at Arby's last Friday we noticed a bulldozer parked in the empty lot east of there. Excavation and construction will soon begin on that property for a new Goodwill Store & Training Center. I had a meeting with Goodwill's VP of Community Engagement, Guy Fisher, recently. They are excited to be in town and look forward to a great community partnership.

We were a lucky community in that we did not lose a lot of businesses during 2020 but the one that sticks out is Ponderosa Restaurant. Tom & Carol Blackburn had an awesome business that closed in July. What a great loss to our community. This was a company that employed hundreds of high school and college students for many years. It was just announced last week that a brand-new Culver's Restaurant will be purchasing that space. I often when people ask me about out city, I refer to a whack a mole game. One comes in you whack it and one goes out.

I look forward to working with new Marshall County Economic Development Director Laura Walls. We have already had a couple of plant tours together. Other than a slowdown when she got the virus, she has hit the ground running and that is truly appreciated. We have to keep reminding ourselves that retention of jobs and companies are just as important as getting "The Big One," if you will:

- Pretzels Inc.
 - Bomarko
 - AK Industries
 - LA Poly
 - CTE
 - DAC (Dennis Cripe's company moving to Markley Drive)
 - Hoosier Racing Tire
 - Zentis
 - Indiana Wheels and Jingu North America
- are all staying here and growing their production facilities and their workforces.

I also would like to re-announce this evening the possibility of researching a fire territory system involving Center & West Townships as well as The City. Plymouth is growing! With hundreds of new jobs, increasing economic development and the possibility of 325 new housing units citywide, we really need to look at adding more full-time firefighters and paramedics. I would put our Plymouth Volunteers up against any in the state, but daytime availability for many is not possible these days. We need gradual steps in doubling the size of our full-time force over six-year period. That is from 12 to 24. Is that aggressive? Yes! We would obviously need to involve the trustees of both Center & West Townships as well as their boards. This also will involve the Board of Public Works & Safety as the dedicated committee overseeing these future plans.

Baker-Tilly has a specialist named Paige Sansone that spoke to us about this more than 10-years ago. We plan on getting Paige involved to make a presentation to the Board of Works as well as township leaders.

As some of us sit here tonight in council chambers we are enjoying our new live streaming system that was recently installed. It is time for the citizens of Plymouth (and even some council members) to be able to watch our Board of Works and Common Council meetings from their home computers or even their mobile phones. Thanks to Bob Barcus at Apheus for assisting us in our new system.

Lastly, I would just like to thank each and every department head and elected official that makes this city go and grow.

- Our Clerk-Treasurer Jeanine Xaver and her staff for handling the budget, billings and bond payments, all of the clerical needs and the many other entities that are wrapped up in that office
- City Attorney Sean Surrisi for his steady economic development strategies and being involved in so many aspects of our comprehensive plan and our Stellar program
- Human Resources Director Jennifer Klingerman that is doing great in her new position. She holds a certificate in human resources management and an associate's degree in business administration from Indiana Institute of Technology, and is working toward completion of her bachelor's degree later this year.

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

- Each department supervisor for bringing stable leadership without micromanagement
- Thanks to the great employees of Plymouth. They all do an outstanding job and I hear nothing but praise while I am out and about in the city. I commend each and every one of you for a job well done and I know you will keep up the great work!
- The City Council for being so conscientious and always asking the right questions when we have a matter at hand
- The many volunteer board & committee members that take a couple of hours a month to make proper decisions for the betterment of our community

It has been a tough 50 weeks but our city is a caring bunch and we all saw that when so many organizations rose up to take on this challenge and helped so many other people.

Poet Suzy Kassem once said:

“Sometimes we have to soak ourselves in the tears and fears of the past to water our future gardens.”

City Attorney Surrisi presented the First Agreement Regarding Aid to the Aquatics Center.



Mark Senter, Mayor
City of Plymouth

124 N. Michigan St.
Plymouth, IN 46563

March 17, 2021

Office of the City Attorney
Sean Surrisi
124 N. Michigan St.
Plymouth, IN 46563
(574) 936-2948
cityattorney@plymouthin.com

Re: Marshall County Health and Wellness, Inc. – City of Plymouth

Dear Mayor Senter:

As we have discussed, in addition to my role as the City Attorney for the City of Plymouth, Indiana (“City”) I also serve as *pro homo* counsel for Marshall County Health and Wellness, Inc. (“MCHW”), where I represent the company in all legal matters. At this time, the City is considering an agreement to provide financial support to MCHW to assist with the costs of operating the Dr. Susan Bardwell Aquatics Center.

Under Rule 1.7 of the Indiana Rules of Professional Conduct, I am precluded from representing a client if the representation of that client involves a concurrent conflict of interest; that is, where representation of one client will be directly adverse to another client, or where there is a significant risk that representation of one or more clients will be materially limited by my responsibilities to another client, a former client or third person, or by my personal interest. Despite that standard preclusion, I may nonetheless represent a client where there is a concurrent conflict of interest if (1) I reasonably believe I will be able to provide competent and diligent representation to each affected client, (2) the representation is not prohibited by law, (3) the representation does not involve the assertion of a claim by one client against another client represented by me in the same litigation or other proceeding before a tribunal, and (4) each client gives informed consent, confirmed in writing.

In the present circumstances, I believe that I can provide competent and diligent representation of the both the City and MCHW in the drafting of an agreement or agreements to memorialize the City’s desired financial support for MCHW’s operation of the Dr. Susan Bardwell Aquatics Center. As a condition of my undertaking to represent MCHW in the drafting of such agreement(s), MCHW has consented to my representation of the City in the same matter. I understand that the City is willing to consent to my representation of MCHW in the matter.

You acknowledge and agree that I will be representing the MCHW in the matter referenced above in reliance on the City’s consent. If this letter accurately sets forth our agreement and your understanding, please so indicate in the space provided below and return a signed copy of the letter to me. Thank you.

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

which includes Ancilla College and the School Corporation. Dr. Susan Bardwell LLC Surrisi is the sole owner of that entity. Surrisi stated that there was no difference between other situations where the city made contributions to other non-profits since he and the mayor had no direct pecuniary interest on how these funds will be spent on the operations of the facility.

Surrisi added that in the council's packets he included an Ethical Conflict of Interest Waiver in which states that he believes that he can adequately represent both entities in this agreement.

Houin asked that since it is such a unique situation where Surrisi is the attorney for both entities, and that the mayor is the one who is signing on behalf of both entities, did the full board consider and approve the Ethical Conflict of Interest Waiver. Surrisi confirmed that the full board had considered and approved this waiver.

Compton asked if the information on how the money was being spent would be public information. Surrisi stated yes, the report with invoices that show how the money is being spent would be released on the 10th of the following month as required in the agreement. Houin asked if this would be public record and available to anyone who asked for it. Surrisi confirmed.

Members Ecker and Listenberger moved and seconded to approve the First Agreement

Regarding Aid to the Aquatics Center as presented. The motion passed by unanimous roll call vote.

AYES: Compton, Culp, Ecker, Houin, Listenberger, Longanecker, Milner
NAYS: None

Dean Byers and Brent Martin of Habitat for Humanity presented a request to the council.

They started by thanking the board for the donation to purchase the property on Garro Street. This lot has since been cleared and is now ready for construction. After releasing the project for bids, they realized that they were not able to go through with the project due to the increase in construction costs. This created a dilemma in building their houses. If they were to reduce the number of houses that they would build, it would violate the grant application. In turn they compromised and decided to build six houses instead of seven. They had applied to grants from United Way, Marshall County Community Foundation and PNC Bank for \$20,000 each. The grant that they had already received was from 1st Source Bank for \$25,000. They stated that they were asking for the pledge of \$20,000 as a stopgap in case one of the grants were to fall through in order to let them do the seventh home in Plymouth. If they were successful at getting either of the grants that they applied for, the city would not have to pay out any money.

Ecker asked if they were expecting to build three houses in Plymouth. Martin confirmed this. Ecker asked, in order to build three houses in Plymouth, if that would that be \$180,000 in grants,

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

how much each house would cost to build. Martin stated that yes \$180,000 in grant money is what it would take to build the three houses in Plymouth. The total cost to build each house would be right around \$200,000 each.

Listenberger asked if they had previously stated that these houses would go to a home owner for \$150,000. Martin Stated that the mortgages on these houses would be for \$150,000 and the funds from grants would make up the difference of the costs. In turn this would make it affordable to families that make up to 80% of the median income.

Compton asked where the money that they are applying for goes. Martin stated that a bulk of the money goes into the construction of the houses. A portion of this also goes to their grant administrator.

Ecker asked if they were asking for a \$20,000 pledge. Martin stated that yes, they were asking for that in case that one of the grants fell through.

Culp asked if anyone had approached the other entities involved with the houses and why it would fall under Plymouth. Martin informed him that this was due to the one extra house being built in Plymouth.

Listenberger asked what the timeframe is that they had to submit the number of houses to IHCD. Martin stated that he did not know the exact answer to that, except that they had told him to get back to them right away with the number so that they were not asking for an extension of their grant.

Houin asked how soon they will hear back from each of the grants on if they will be awarded it or not. Martin stated that the United Way grant they are expecting to hear back from them soon; and that he was not sure about the PNC Bank Grant as they do not have a timeline for their decision-making progress.

Listenberger asked how much that they applied for from each entity. Martin stated that they had asked for \$20,000 from each of them. If either of these were to be granted to them, they would not ask the city to contribute any money. Surrisi added that in the event that the city did need to contribute funds to the building of these houses it would not be until the fall that these funds would need to be contributed.

Longanecker asked Xaver if she knew where this money would be coming from. Xaver stated that she did not know at that moment.

REGULAR SESSION, COMMON COUNCIL, MARCH 22, 2021

Ecker stated that he was struggling with some of this and had not decided on his vote yet as money is tight at the moment. Culp stated that he was with Ecker as money is tight and they were not sure where these funds would be coming from.

Compton asked if these three houses would be on their tax roll once they were completed. Martin and Byers confirmed this. Byers that these homes will be similar to those that they built on Harrison Street.

Longanecker stated that this did not sit well with him due the rise in construction prices and the need for a decision right away. Senter asked what the outlook for construction prices seem to be. Longanecker stated that from what he sees every day is that materials and other costs are up 20-30% right now.

Byers stated that they are building a traditional Habitat Home. They had talked to their suppliers last week and they stated that prices are going to stay up for a long time.

Members Listenberger and Compton moved and seconded to approve Habitat for Humanity's request for a pledge of up to \$20,000 as a stop gap provided the other grants applied for by Habitat for Humanity fall through. The motion passed by roll call vote.

AYES: Compton, Ecker, Houin, Listenberger, Milner
NAYS: Culp, Longanecker

Mayor Senter offered the privilege of the floor. No one accepted.

Members Ecker and Compton moved and seconded to accept the following communications:

- Minutes of the Board of Public Works and Safety meeting of March 8, 2021
- 03.22.21 Check Register
- February 2021 Clerk-Treasurer's Financial Reports and Depository Statement/Cash Reconciliation.

The motion carried.

There being no further business to come before the Council, the meeting adjourned after a proper motion and second at 8:03 p.m.

APPROVED

Jeanine M. Xaver
Jeanine M. Xaver, IAMC, CMC, CPFIM
Clerk-Treasurer

Mark Senter
Mark Senter, Mayor