

REGULAR SESSION, BOARD OF PUBLIC WORKS AND SAFETY, DECEMBER 13, 2021

The Board of Public Works and Safety of Plymouth, Indiana, met in Regular Session at 6:00 p.m. on December 13, 2021. The meeting was held in the Council Chambers, on the second floor of the City Building, 124 N. Michigan St., Plymouth, Indiana.

Mayor Pro Tempore Ecker called the meeting to order. Ecker presided for Board Members Jeff Houin and Bill Walters who were physically present. Board Member Shiloh Milner attended the meeting virtually. Board Member Duane Culp was absent. City Attorney Surrisi and Clerk-Treasurer Xaver were also present. The public was able to see and hear the meeting through Microsoft Teams.

Board Members Walters and Houin moved and seconded to approve the minutes of the Regular Session meeting of November 22, 2021. The motion carried.

City Attorney Surrisi received proposals for the Greenway Trails Project. They were received from the following:

- USI Consultants
- Troyer Group Inc.
- VS Engineering Inc.
- DB Engineering
- United Consultants

Surrisi stated that this was an INDOT funded project through the Stellar Communities program. He stated that he would be working with the Redevelopment Commission, Park Board and Mayor Senter to get a committee together to review these proposals. He added that they would bring a report back to the board at a later date.

Fire Chief Holm introduced Devan Garcia as his newest Firefighter-Paramedic. He came to the department from the Goshen Fire Department, but resides in Plymouth.

Clerk-Treasurer Xaver administered the oath of office to Garcia.

Police Chief Bacon notified the board that Jeremy Enyart submitted his resignation; his last day will be December 22, 2021. Chief Bacon asked the board for permission to start the process of filling this vacancy.

Board Members Houin and Walters moved and seconded to allow for Police Chief Bacon to start the process to fill the position. The motion carried.

City Attorney Surrisi presented the proposed 2022 Animal Control Services Agreement between the City of Plymouth and the Marshall County Humane Society.

ANIMAL CONTROL SERVICES AGREEMENT

This agreement is made and entered into this _____ day of _____, 2021, 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];

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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, 2022 through December 31, 2022. 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.

Surrisi stated that this would be a renewal of the same agreement that had been approved in the past of \$30,000 done in monthly installments. He stated that he believed that this agreement had been going well, and asked for approval of the agreement.

Board Members Houin and Walters moved and seconded to approve the 2022 Animal

Control Services Agreement between the City of Plymouth and the Marshall County Humane

Society. The motion carried.

Clerk-Treasurer Xaver presented the following request to the Board of Works, which was tabled at the last meeting.

11.17.21 – The Brass Rail Restaurant would like to place a dumpster in front of the Rail on Michigan St. or Washington St. starting Monday, January 3, 2022 until about January 17, 2022 for renovation of our prep room. S/ Dave Langdon, 225 N. Michigan St. (574)-936-7816.

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City Attorney Surrisi stated that he and the mayor had time to talk to Langdon at lunch one day. Landon expressed flexibility on the placement of the dumpster on Washington Street if the board preferred.

Board Members Houin and Walters moved and seconded to take the request off of the table. The motion carried.

Houin stated that he would have liked some clarification on where the dumpster would be placed and how many parking spaces would be blocked by the dumpster. Surrisi stated that he believed that it would take up multiple places due to it running parallel with the spaces so that it would not stick out into the street. Langdon had expressed that they wanted as close to the banquet room as possible so that they did not have to turn the corner to get to the dumpster on Washington Street.

Street Superintendent Marquardt confirmed that Landon had expressed flexibility on the dumpster being placed on either street. Marquardt recommended the dumpster being placed on Washington street due to traffic, and it being in the winter months.

Board Members Houin and Walters moved and seconded to approve the request for the placement of the dumpster on Washington Street and not on Michigan Street. The motion carried.

Board Members Walters and Houin moved and seconded to allow for the payroll for December 15, 2021 and the claims for December 13, 2021, as entered in Claim Register #2021. The motion carried.

Board Members Houin and Milner moved and seconded to accept the following

communications:

- December 13, 2021 Docket
- November 23, 2021 Technical Review Committee Notes

The motion carried

There being no further business, Board Members Houin and Walters moved and seconded to adjourn, Senter declared the meeting adjourned at 6:12 p.m.

Jeanine M. Xavier
 Jeanine M. Xavier, IAMC, CMC, ACPFIM
 Clerk-Treasurer

APPROVED:

Mark Senter

Mark Senter
 Mayor