

**BOARD OF WORKS**  
**TUESDAY, MAY 26, 2026**  
**5:00 PM**

Mayor Ryan Daniel – Present  
Clerk Treasurer Leslee Robinson – Present  
Attorney Marcia McNagny – Present  
Daniel Weigold – Present  
Lisa Smith – Present

The Columbia City Board of Works met in regular session with all members present. Mayor Daniel called the meeting to order at 5:00 p.m.

**MINUTES** Dan Weigold made a motion to approve the minutes from the May 12, 2026 meeting as presented. Lisa Smith seconded the motion, motion passed unanimously.

**PUBLIC COMMENT** There were no public comments.

**ENCROACHMENT AGREEMENT – 217 W. LONGFELLOW BLVD. – SMITH** Lawrence Smith of 217 West Longfellow Boulevard was present to discuss the encroachment agreement.

Mayor Daniel noted that it looked like they were wanting to do a 6' tall fence. Mr. Smith advised that was correct. Mayor Daniel questioned exactly where they would be stopping the fence. Dan Weigold thought it looked like part of it would be within the property line. Mr. Smith was called up to review the map.

Mayor Daniel questioned in terms of utilities if there were any problems. Chip Hill advised that water was in front but there were some storm sewer lines that run through there and to make sure they call for locates.

Mayor Daniel explained to Mr. Smith that if for some reason the city needs access to the easement, we would try to notify them so that they can take the fence down but if it is an emergency we would take the fence down as gently as possible and then would be up them to replace it. Mr. Smith understood.

Mayor Daniel made a motion to approve the Encroachment Agreement for 217 West Longfellow Boulevard as presented. Lisa Smith seconded the motion, motion passed unanimously.

**ORDINANCE VIOLATION APPEAL – DOMINIC POTTER** Dominic Potter was present to appeal the violation tickets that were issued to him for tall grass under 95.020 and the parking citation issued under 71.06.

Mayor Daniel questioned Mr. Potter why he was appealing the tickets. Mr. Potter explained that the ticket for the 'No Parking' issued under 71.06, from what he found, the only section that made sense for the violation was under Subsection C which states "a person may not stop, stand, or park a motor vehicle in any of the following places: on a sidewalk or on grass". He admitted

that his utility trailer was currently parked on the grass in his yard. He pointed out that it specifically states, 'motor vehicle' and in looking under Indiana Code 9-13-2-105, it labels a motor vehicle as a vehicle that is self-propelled. The term does not include a farm tractor, an implement of agriculture designed to be operated primarily in a farm, an electric bicycle, or a foot motor and under Subsection B it states that a motor vehicle for purposes of IC 9-21 means a vehicle that is self-propelled or a vehicle that is propelled by an electric power obtained by overhead trolley lines. He advised that the violation he was written up for, his utility trailer does not have a motor and is not self-propelled so did not see how he could be in violation when it clearly states motor vehicle and as referenced under Indiana traffic violations, it defines a motor vehicle as being self-propelled.

Mayor Daniel questioned the high grass violation. Mr. Potter stated that for the high grass violation, it says under Subsection E that in the event of a violation herein the Board of Public Works or Safety shall notify the owner of the real estate that the Board has determined a violation exists on the owner's real estate. Notice shall be sent by certified mail, return receipt requested, or an equivalent service, like FedEx or UPS. He reported that the only way he received the violation was as a piece of mail sitting on his doorknob. He stated that his understanding was that is not certified mail, that is just dropping it on his doorstep and suggested that was a violation of how he was supposed to receive the violation.

Mayor Daniel questioned if there were any other reasons for the appeals. Mr. Potter advised there were not.

Mayor Daniel requested Scott Leatherman, Code Enforcement Officer, explain the process for issuing the citations. Scott Leatherman reported that on May 7 he was in the area of the property and noticed the tall grass and the vehicle. He explained that the vehicle Mr. Potter was describing was actually in violation of 71.22 Uncontrolled Parking at that time by being parked in the side yard. He reported that he gave Mr. Potter 10 days and then delivered the notice in accordance with Indiana Code 1-1-7-1 on how delivery must be made. He shared that the code states that under Subsection 1, it says service by postal service, designated private delivery service that tracks mail or Subsection 2 states delivery by an employee of the unit of government sending the notice to comply with the statute or rule, which he delivered the notice personally to the address. He added that the code goes on further to say that notice can be attached to the front of the building, leave a copy of the notice or matter at the dwelling house or usual place abode of the person to whom the notice or other matter was given.

Mayor Daniel questioned Scott if he would like to address the vehicular part. Scott Leatherman explained that our ordinance does say motor vehicle, which in our ordinance, vehicle is described as a device upon which a person or property may be transported or drawn upon a highway including but not limited to mobile campers, boats, motorcycles, mopeds, trailers, wagons or any vehicle designed for this conveyance of persons, property or animals, however its term does not include bicycles.

Dan Weigold questioned if they were talking about the boat. Scott Leatherman advised they were not and were addressing the cargo trailer. He explained that with a parking violation there is no abatement process, and a parking ticket can be issued immediately. He stated that, in his opinion,

when he originally went out the trailer was in violation of both 71.06, and 71.22 which is uncontrolled parking in the grass in the front and side yards on corner lots. He explained that the trailer was in the side yard for quite a long time and then after he gave the notice, or delivered the notice, the trailer was moved to the backyard and unloaded.

Mayor Daniel questioned Scott if there was a reason he chose to write the ticket under 71.06 versus 71.22. Scott Leatherman explained it was because the trailer was moved to the backyard and was no longer in violation of 71.22 but was still parked on grass, which is a violation of 71.06. He advised that the boat Dan referenced is on an approved space, but it is not plated so falls under the junk vehicle ordinance and Mr. Potter has been given a warning for it.

Scott Leatherman reported that the grass was over 8" tall over the entire yard when he originally went out there. He advised that Mr. Potter mowed parts of it but there are areas that are still not mowed.

Mayor Daniel offered Mr. Potter time for any last words. Mr. Potter pointed out that the ordinance clearly says motor vehicle, which is different than a vehicle and did not think a utility trailer was a motor vehicle. He added that for the grass violation, in looking at 95.020, Subsection E, Notice of Violation, it says certified mail, return receipt requested or an equivalent service permitted under Indiana Code 1-1-7-1 (B) and under B, it says if means of giving notice is not covered by rules adopted by the Supreme Court or if a notice or other matter sent as prescribed in Subsection (A) is returned undelivered. He noted that it clearly labels B first and it clearly labels that it shall be sent, which means must be sent by certified mail first before it gives any other alternative.

Dan Weigold felt that Mr. Potter was pushing it on whether there is an actual wording difference between vehicle and motor vehicle. He deferred to Attorney McNagny for clarification. Attorney McNagny advised since the Board of Works was making the decision and serving as the jury, the Board needed to listen to both arguments. Dan Weigold felt that just because it does not have a motor on it, does not mean it is not still a vehicle. Mr. Potter agreed, but as mentioned before, it clearly states motor vehicle, and in the other ordinance, like 71.22 regarding parking in the side yard, that clearly states vehicle so there is a difference in that. He shared that under Indiana Code it clearly labels a motor vehicle as something with a motor that is powered or powered by overhead trolley lines as well there is a different definition for vehicle.

Dan Weigold commented that after driving by the property there were other violations noticed. He advised that in terms of the violations, he personally was in support of Scott's actions on this.

Mayor Daniel advised that in terms of the certified mail, the state statute does give the ability for delivery by an employee of the unit of government sending the notice so would not be in favor of waiving the high grass piece. He stated that as for motor vehicles, he concurred with the fact that cleaning up the language would stop potential confusion. He questioned Scott Leatherman where he pulled the definition of motor vehicle, or vehicle from. Scott Leatherman explained under Ordinance 71.01, which is the one that is applicable, as he was not enforcing Indiana statute. He advised the definition is for vehicle, there is not one for motor vehicle, and says 'any device in which or which any person or property is or may be transported on a highway except a device

that is separated by rails or tracks'. He advised there was no motor vehicle description in the parking ordinance.

Mayor Daniel shared for him personally, a vehicle is a vehicle is a vehicle but understood why there would be some confusion about motor vehicle versus a vehicle.

Dan Weigold stated that for him, a vehicle is a mode of transportation; whether it has a motor on it or not, a vehicle could be a bicycle.

Mayor Daniel requested a moment to read through state statute to make sure he had a clear definition himself.

Mr. Potter questioned why in 71.06 it states you cannot park on a sidewalk or in the grass but under 71.22, it says that it is unlawful to park a vehicle in the front or side yard. He felt it seemed redundant and questioned why there were two different distinctions, labeled two different ways; one as motor vehicle and the other just vehicle. Mayor Daniel explained that would be a question for City Council as they are the ones that pass the ordinances, the Board just enforces them. He felt the ultimate goal of the ordinances is to try and keep some sort of order around the city. He noted, in sharing Indiana Code, that it also shows different definitions of a motor vehicle. He suggested his take away from this is that we need to tighten up our code a little bit to make it more clear as to what a vehicle is and what a motor vehicle is. He advised that, from a historical precedent, the city has treated trailers, boats, etc. as vehicles but will recommend to Council that we clean up the language.

Mayor Daniel agreed with Dan Weigold in that the state of the property does warrant encouragement to get it cleaned up and to be a good neighbor because those kinds of things do affect property values as well as the feeling of the neighborhood, which is the whole purpose of these ordinances.

Lisa Smith felt that the trailer brings down the property as it was still sitting on the grass and the grass was still tall. Mr. Potter agreed and agreed he had other violations on the property that he needed to fix but was not present to discuss those, just the two violations in question. He felt like the Board was in agreement on the tall grass that he was not going to win and was completely okay with that. He advised he was more concerned with the motor vehicle one written under 71.06 because of the different wording.

Mayor Daniel stated that past precedent has been that we have treated trailers as motor vehicles; we have seen those as one in the same; however, with that being said, he can see Mr. Potter's point of the state's definition of motor vehicles versus vehicles. He shared that he would like to uphold the high grass violation but waive the trailer violation and give a recommendation to the City Council to tighten up the wording. He advised he was on the fence about it but it obviously sounded like Mr. Potter was taking responsibility for a lot of the violations that are there and understands there are things that need to be cleaned up.

Dan Weigold advised he was really impressed with how Mr. Potter wrote down and looked this stuff up but still felt, whether it has a motor in it or not, it is a vehicle; it is a way of

transportation.

Lisa Smith questioned Mr. Potter if he was planning to keep the trailer where it was at. Mr. Potter advised if he is not currently in violation, he did not see why he could not leave it as long as he keeps the grass mowed. He stated that if City Council changes the ordinance, he will move the trailer.

Lisa Smith advised that she was in agreement to keep the \$50 ticket for the tall grass and was willing to look past the \$10 ticket because Mr. Potter has made a good point, but knowing that City Council will most likely tighten up the language. Mr. Potter advised he was completely okay with that, and when that changes, he would move the trailer.

Mayor Daniel made a motion to uphold the high grass violation and waive the 71.06 violation for no parking, obviously on the word that Mr. Potter is going to continue to work on cleaning up his property. Lisa Smith seconded the motion. Mayor Daniel and Lisa Smith approved the motion, Dan Weigold voted against.

Mr. Potter questioned if these ordinances were for Columbia City as a whole, why was it different for the car dealership next to Walgreens that has cars parked in the grass. Mayor Daniel understood and suggested if there were things he would like to have addressed that he speak with his councilperson. He added that while we try to be proactive, there is a lot of reactiveness, meaning that when individuals call in with a violation, we have to go investigate that.

**NOTICE OF AWARD – WESTGATE PHASE III PROJECT** Mayor Daniel advised the Notice of Award goes to Fleming Excavating with a contract price of \$1,690,506.32 and was the low bid. He reported that our engineering firm, A&Z Engineering, reviewed all the bid documents and found that they were in compliance.

Dan Weigold made a motion to approve the notice of award to Fleming Excavating for the contract price of \$1,690,5632. Lisa Smith seconded the motion, motion passed unanimously.

**WESTGATE PHASE III PROJECT AGREEMENT – FLEMING EXCAVATING**

Mayor Daniel reported the agreement between the City and Fleming Excavating regarding the Westgate Subdivision Roadway Reconstruction Phase III project also needed approved. He confirmed with Attorney McNagny that she had reviewed the agreement. Attorney McNagny advised she did and had no changes.

Mayor Daniel made a motion to approve the agreement between Columbia City and Fleming Excavating for Phase 3 Westgate Subdivision Roadway Reconstruction project as presented. Lisa Smith seconded the motion, motion passed unanimously.

**EMPLOYMENT TRAINING AGREEMENT** Mayor Daniel explained this was the Employment Training Agreement for Scott Valentic. Chief Parrett advised that this was just for the Public Safety Medical expenses of \$2500.00 since he has already been through the academy.

There was discussion on the length of the agreement. It was noted that the only time frame

addressed in the agreement was the one-year probation period. Chief Parrett was okay with the one-year period.

Mayor Daniel made a motion to approve the Employment Training Agreement with Scott Valentic as presented. Dan Weigold seconded the motion, motion passed unanimously.

**BILLS** Lisa Smith made a motion to pay all accounts payable in the amount of \$354,098.67 from the allowance accounts payable vouchers dated May 26, 2026 for checks. Dan Weigold seconded the motion, motion passed unanimously.

Lisa Smith made a motion to pay all accounts payable in the amount of \$942,721.36 from the allowance of accounts payable vouchers dated May 26, 2026 for EFT payments. Dan Weigold seconded the motion, motion passed unanimously.

**PAYROLL** Lisa Smith made a motion to pay all accounts payable except overtime in the amount of \$289,631.87 plus overtime in the amount of \$17,433.60 for a total of \$307,065.47 for the pay file ending May 15, 2026. Dan Weigold seconded the motion, motion passed unanimously.

Having no further business to come before the Board, Mayor Daniel called the meeting adjourned.

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Mayor Ryan Daniel

Attest:

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Clerk Treasurer Leslee Robinson