

Board of Works and Safety

November 21st, 2022

4:00 P. M.

Minutes

Call to Order: Mayor Samuel J. Craig

The Board of Public Works and Safety met on November 21st, 2022, at StoneGate Art & Education Center, 931 15th Street for Regular Meeting. Honorable Mayor Samuel J. Craig presided and called the meeting to order at 4:00 P.M.

Members Present:

- Mayor Samuel J. Craig
- Judy Carlisle
- Charlene Hall (via Zoom)

Reading of Minutes

October 17th, 2022-Regular Meeting

November 15th, 2022-Special Meeting

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Passed.*

Old Business:

Tabled- Approval & Acceptance of Humane Society Agreement for 2023-Mayor Samuel J. Craig

- The Council and the Mayor is requesting that a Council member be put on the Board for WRHS. The city is requesting the appointment to the Board before the annual contribution is made to the Humane Society. The Council would like to have a better understanding of the operation and the spending.
- Mayor Craig stated that While River Humane Society has certain requirements to be a board member. One of the requirements is that each board member is expected to volunteer to work 12 hours per month. The other requirements include: attending three consecutive board meetings and must pay an annual dues.
- Council members have concern over the requirement of working 12 hours per month. It was stated that most of the Council members have full time jobs and serve on other boards.

- Mayor Craig said the approval of the agreement would have to be tabled until both sides can come to an agreement that works for everyone.
 - ❖ Judy Carlisle made the motion to table,
 - ❖ Charlene Hall seconded the motion,
 - ❖ *All votes were in favor, No one opposed, Agreement Tabled*

New Business:

1. Swearing in Ceremony – Officer James Landon Jones

2. Request Approval of Disposition of Bedford Fire Department Surplus Firefighting or Emergency Services Equipment to any Lawrence County Volunteer Fire Department and Acceptance of Resolution 4-2022 Authorizing Donation of Surplus Property to a Volunteer Fire Department – Chief John Hughes

- Chief Hughes is requesting approval to transfer firefighting or emergency services equipment to any Lawrence County Volunteer Fire Department that may have a need of the Fire Department's surplus or unused personal property for the nominal sale of one dollar (\$1.00) per item.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Mayor Samuel J. Craig seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

3. Request Approval and Acceptance of Permanent Status for Firefighter Tristen M. Sites – Chief John Hughes

- Chief Hughes stated that Tristen Sites has successfully completed his one-year probationary period and has done so with a respectful and positive attitude.
- Chief Hughes is requesting that Tristen be granted permanency with the City of Bedford Fire Department.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

4. Request Acceptance of Sentinel Safety Group OSHA Training Contract – Denise Henderson

- Sentinel Safety Group proposes to conduct one OSHA 10-hour general industry course for the City of Bedford.
- The training provides basic awareness training on the recognition, avoidance, abatement, and prevention of workplace hazards.

- The training also provides information regarding workers' rights, employer responsibilities, and filing a complaint with OSHA.
- The trainer fee for OSHA 10-hour class is \$3,000 and up to 30 students x \$35.00 per student for materials and OSHA card.
- Denise said there was approximately 20 employees who participated in the last OSHA training.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

5. Request Approval and Acceptance of Preventative Maintenance Plan for TASC – Dennis Parsley

- Dennis said the Preventative Maintenance Plan identifies the protocols and inspection requirements to aid in the ensuring safety for the Transit Authority of Stone City.
- The Preventative Maintenance Plan covers requirements such as training, replacement/repairs of vehicles, routine maintenance, and inspections of the vehicles.
- Vehicle maintenance files should be maintained for all TASC vehicles for the life of the vehicle.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approve*

6. Request Approval and Acceptance of Personnel Promotion – Permanent Status – Police Department – Chief Terry Moore

- Chief Moore said at the April Board of Works meeting the Board approved the following promotions on a six-month status:
 - Captain Jesse Crane to the rank of Major
 - Sergeant Chase Hamilton to the rank of Captain
- Chief Moore stated that both officers have completed their probationary period and have proven capable of their new responsibilities.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

7. Request Approval and Acceptance of Green Hill Cemetery Interlocal Agreement – For the Operation and Maintenance of Beech Grove Cemetery

- Greenhill will take care of the maintenance for Beech Grove and in exchange the City of Bedford will the sum of \$68,000 to Greenhill yearly.
- As part of the Agreement the City of Bedford will do the following:
- The City will pay a monthly installment of \$5,667.00 for a total of \$68,000 for the year.
- The City will repair and maintain the roadways including curbs and asphalt surfaces as is determined necessary at the City’s sole discretion.
- The City will empty the trash containers as determined necessary at the City’s sole discretion.
- The City will be responsible for cutting, trimming, and removing trees as is determined necessary at the City's sole discretion.
- The Agreement will remain in effect until December 31, 2027.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

8. Request Approval and Acceptance of Little Theatre Lease Agreement – Mayor Samuel J. Craig

LEASE AGREEMENT

THIS AGREEMENT, made by and between the City of Bedford, a municipal corporation located in Lawrence County, Indiana, hereinafter referred to as LESSOR, and LITTLE THEATRE OF BEDFORD, INC., a not-for-profit corporation duly organized and existing under the laws of the State of Indiana, of Lawrence County, Indiana, hereinafter referred to as LESSEE,

WITNESSETH:

WHEREAS, the real estate hereinafter described lies within Thornton Park, a municipally owned public park located in the City of Bedford, Indiana; said real estate is not presently required for other public use; and the use of said real estate by the LESSEE for the purpose hereinafter set forth will promote and provide cultural, educational and entertainment opportunities for the residents of the City of Bedford.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter stipulated to be performed by the LESSEE, the LESSOR, acting by and through its Board of Public Works and Safety and the Bedford City Park and Recreation Board, does hereby lease and let to the LESSEE for the term of fifty (50) years commencing January 1, 2023, and ending December 31, 2072, both dates inclusive, the following described real estate located in Lawrence County, Indiana, to-wit:

A part of the northwest quarter of the northwest quarter of Section 23, township 5 North, Range 1 West, described as follows: beginning at a point in the center line of “Brian Lane Way” as

constructed, in the City of Bedford, which is 317 feet east and 450 feet south of the northwest corner of said quarter quarter section; thence east a distance of 190 feet; thence south parallel with the west line of said quarter quarter section a distance of 150 feet; thence west a distance of 190 feet to the center line of said Brian Lane Way; thence north with the center line of said "Brian Lane Way" a distance of 150 feet to the place of beginning, containing 0.65 acres, more or less, and subject to said public street and all other easements of record.

If the LESSEE fully preforms and complies with the covenants, provisions and conditions of this lease during the original term of this lease, the LESSOR hereby grants to the LESSEE the option to renew and extend this lease upon the same terms and conditions for one additional term of thirty (30) years commencing January 1, 2073 and ending December 31, 2102, the LESSEE shall exercise such option by delivering written notice thereof on or before October 1, 2072 to the Mayor of the City of Bedford, City Hall, Bedford, Indiana, such notice to be so delivered in person or by U.S. certified mail, postage prepaid, with return receipt requested. If such option is so exercised by the LESSEE, a written memorandum thereof shall be executed by the parties hereto and this lease shall thereby be renewed and extended accordingly; provided, however, that if the LESSEE fails to so exercise said option at the time and in the manner described above, then this lease shall finally terminate on December 31, 2072 as aforesaid.

In consideration of the foregoing, the LESSEE hereby covenants and agrees to and with the LESSOR as follows:

1. The LESSEE agrees to maintain upon said real estate a building which shall be primarily used and occupied by the LESSEE for the production and presentation of theatrical plays and other activities necessary or incidental thereto.
2. Said building and other improvements on said real estate shall at all times be the sole property of the LESSOR. The LESSEE shall at all times during the term of this lease keep said building insured in some reliable insurance company under a policy including fire and extended coverage insurance for the benefit of the LESSOR and the LESSEE as their respective interests shall appear in an amount of not less than eighty (80%) percent of the original total construction cost of said building or the maximum amount for which said building is insurable from time to time during the term of this lease, whichever amount is the lesser amount. The LESSEE shall deliver to the LESSOR all policies of such fire and extended insurance currently in force from time to time during the term of this lease. The LESSEE shall at its sole expense, keep said building, other improvements on said real estate and all of said leased premises in a good state of repair reasonably necessary for the LESSEE'S use and occupancy, and the LESSOR shall not be liable for any expenses of such maintenance or repair. The LESSEE shall, at its sole expense maintain and keep said building, other improvements, and all of said leased premises in safe, clean, orderly, attractive and proper condition at all times.
3. The LESSEE shall obtain at its sole expense and keep in force at all times during the term of this lease a policy or policies of public liability insurance covering the LESSOR and the LESSEE in some reliable insurance company against liability for any injury, loss or damage that may occur by reason of bodily injury or death to any person or any property arising out of or in any way connected with the LESSEE'S use and occupancy of said building or leased premises or arising out of or in any way connected with any condition existing or alleged to have existed upon said leased premises. Such policies of public liability insurance shall contain liability limits for bodily injury and property damage in such amounts as may be approved from time to time by the Board of Public Works and

Safety of the LESSOR and the LESSEE shall deliver to the LESSOR all such policies of public liability that are in force from time to time during the term of this lease. In addition to the aforesaid public liability insurance coverage, the LESSEE shall indemnify and save the LESSOR harmless from and against all liability for, and all costs and expenses of whatsoever nature connected with, all claims for any of the aforesaid injuries, loss, or damage.

4. The LESSEE shall not at any time cause or permit any fixtures or equipment of any kind to be installed in or attached to said building or premises until and unless adequate funds are available to fully pay for the same promptly when the same becomes due. Further, the LESSEE shall not otherwise cause, suffer or permit any mechanic's lien,

mortgage lien, security interest or any other lien of any kind or character to be created or to attach to said building, other improvements, or said leased premises at time during the term of this lease.

5. The LESSEE shall not assign or otherwise transfer this lease and shall not sublet all or any part of said leased premises to any other person, firm or corporation without the written permission of the LESSOR.

6. Said leased premises shall be under the exclusive supervision, management and control of the LESSEE at all times during the term of this lease; provided however that the LESSOR, its officers, employees or other authorized representatives shall have the right at all times to enter upon said leased premises for the purpose of observing and inspecting said building, other improvements and leased premises.

7. It is specifically understood and agreed that this lease does not confer upon the LESSEE any special privileges as to the use of the residue of Thornton Park, and that the LESSEE shall make no use of the residue of Thornton Park which obstructs or is otherwise inconsistent with its use by the general public.

8. Beginning with the calendar year 2023, the LESSEE shall produce and present in said building on said leased premises at least one (1) theatrical play consisting of not fewer than two (2) acts during each calendar year during the term of this lease. If the LESSEE shall fail to so produce and present at least one (1) such theatrical play during each calendar year during the term of this lease and any extension thereof, or if the LESSEE otherwise ceases to use, occupy, or maintain said leased premises for the purposes herein set forth, or if the LESSEE shall be dissolved or otherwise lose its corporate existence either voluntarily or involuntarily, then this lease shall thereupon forthwith terminate and the LESSOR may re-enter and take possession of said leased premises without prior notice to or prior demand upon the LESSEE and the LESSOR may in such case eject the occupant or occupants of said leased premises without in any way being a trespasser.

9. It is specifically hereby declared that the relationship created by this lease is strictly the relationship of land owner and tenant, and that the LESSEE shall not under any circumstances be taken or deemed to be the agent, servant, employee, partner or participant in a joint venture of or with the LESSOR.

10. At the expiration or other termination of this lease, the LESSEE shall forthwith deliver up to the LESSOR the full and complete possession of said building, other improvements and said leased premises in a good and substantial state of repair. Upon failure by the LESSEE to promptly carry out

and perform any of the covenants and agreements on its part to be performed under this lease, the LESSOR may terminate this lease without prior notice or demand and, upon such termination the LESSOR may re-enter said leased premises with or without process of law, using such force as

may be necessary to remove all persons and property therefrom, and the LESSOR shall not be liable as a trespasser or for damages or otherwise by reason of re-entry upon the termination of this lease.

- **Agreement will also go to Park Board for approval.**
 - ❖ Judy Carlisle made the motion to approve,
 - ❖ Charlene Hall seconded the motion,
 - ❖ *All votes were in favor, No one opposed, Approved*

9. Request Acceptance of Letter of Retirement for Major Danny Irwin – Police Department – Chief Terry Moore

- Chief Moore said that he received a letter from Major Danny Irwin on August 9, 2022, stating his intent to retire.
- Major Irwin’s last working day was November 11, 2022.
- Major Irwin served the City of Bedford for 25 years.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

10. Request Approval and Acceptance of Promotions – Police Department – Chief Terry Moore

- Captain Blake Wade to Major
- Sergeant Clint Swanson to Captain
- Officer Toby Gerkin to Sergeant

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

11. Request Approval of Road closures for the December 3rd Christmas Parade – Sarah Turpen

- Closing J Street between 16th and 15th Street from 7:00 A.M. to 8:00 P.M.
- Closing M Street between 12th Street and 15th Street from 3:00 P.M. to 6:00 P.M.
- Closing 15th Street between M Street and O Street from 3:00 P.M. to 6:00 P. M.

- Closing 16th Street and 15th Street between M Street and I Street from 5:30 P.M. to 7:30 P. M.
- Sarah Turpen was not in attendance. Mayor Craig led the discussion for the road closing request.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

12. Request Approval of Acceptance of Quotes for Englewood Fire Station – Mayor Samuel J. Craig

- **Painting all Gridwork:**
- Quote from J & J Painting for \$3,100. (Painting all Gridwork on drop ceiling. Oil base paint will be used, and two coats will be applied on all metal Gridwork)
- Chief Hughes contacted another company to get a second quote but was told they were booked up and did not want to provide a quote.
- Chief Hughes is requesting the bid from J & J Painting be accepted.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

- **Painting of all Concrete Block Walls in Living Quarters and Locker Doors Area:**
- Quote from J & J Painting for \$3,800. (Painting of all concrete block walls in living quarters and locker doors.
- Chief Hughes reached out to KC Painting, but no quote was given.
- Chief Hughes requesting the bid from J & J Painting be accepted.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

- **Installation of Ceiling Tiles and Insulation Above Ceiling Tiles:**
- MATCON General Contracting – \$8,249
- Kirts Renovation LLC - \$8,400
- Chief Hughes requesting the lowest bid from MATCON be accepted.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

- **Installation of New LED Light Fixtures Throughout Fire Station:**

- Chad Faust Electrical LLC - \$5,991.50
- R & H Electrical - \$8,400
- Chief Hughes stated that the present lighting system is 31 years old, and this would be a good time to update the lighting.
- Chief Hughes requested that the lowest bid from Chad Faust Electrical LLC be accepted.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

- **Clean HVAC Duct Work System:**

- JBR Mechanical - \$75.00 per register, with a not-to-exceed total of \$1,500
- Chief Hughes contacted Air Master for a quote but was told they do not clean duct work.
- Chief Hughes is requesting the bid from JBR Mechanical be accepted.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

- **Spray Foam Installation of Truck Room Ceiling:**

- Findley Spray Foam Insulation - \$7,300 (Findley quote also included additional services to spray walls in closed cell foam. Top of block wall to roof - \$3,300)
- RWS Insulation Services - \$8,235
- BVR - \$7,218.72
- Superior Insealators - \$9,648
- Chief Hughes is requesting the bid from Findley be accepted.
- The bid from Findley provides for 3-inch foam whereas the lowest bid form BVR only provides 2-inch foam.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

13. Approval to Sign Claims

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

14. Discussion

- **No Discussion**

15. Adjourn

- ❖ Charlene Hall made the motion to adjourn,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one Opposed, Passed, Meeting Adjourned*

Board of Works & Safety 2022

- *Samuel J. Craig, Mayor* _____
- *Judy Carlisle* _____
- *Charlene Hall* _____

Attest: Marsha Pfeiffer
Clerk-Treasurer _____