

Board of Works and Safety

January 21, 2025

6:00 P.M.

Minutes

Call to Order: Mayor Sam Craig

The Board of Public Works and Safety met on January 21, 2025, at StoneGate Arts & Education Center, 931 15th Street for Regular Meeting. Mayor Craig presided and called the meeting to order at 6:00 P.M.

Members Present:

- Mayor Samuel Craig
- Judy Carlisle
- Charlene Hall

Reading and Approval of Minutes

December 17, 2024-Regular Meeting

Adoption of Memorandum-Executive Session December 17-2024

- ❖ Judy Carlisle made the motion to approve the minutes and memorandum,
- ❖ Charlene Hall seconded the motion.

All votes were in favor, No one opposed, Approved.

New Business:

1. Request Approval and Acceptance of Coldest Night of the Year 5K Walk for Homeless Saturday February 25th -Heather Flynn.

- Heather Flynn requested approval to hold the annual 5K walk for the Men's Warming Shelter. It is a good fund raiser for the shelter.
- The route will be the same as last year and no police assistance will be required.

- ❖ Charlene Hall made the motion to approve the 5K walk as requested,
- ❖ Judy Carlisle seconded the motion.

❖ All votes were in favor, No one opposed, Approved.

2. Request Approval and Acceptance of Memorandum of Understanding For Stone City Alliance “Men’s Warming Shelter”-Pending Common Council Approval to use Restricted Opioid Funds- Mayor Sam Craig-Heather Flynn

- Mayor Craig stated the MOU for Stone City Alliance will be pending council approval of funding. Standard practice is to ask for a MOU as for the guidelines on what the Restricted Opioid Funds can and can’t be spent for. The federal guidelines are part of the MOU.
 - Heather Flynn stated that many cases of homelessness are caused by addiction. When someone falls into addiction it is hard to get out. The shelter has education and support for addiction.
 - Mayor Craig stated that the amount awarded to other agencies is \$50,000. The council can change the amount if they choose to.
-
- ❖ Judy Carlisle made the motion to approve the MOU with Stone City Alliance to use Restricted Opioid Funds in the amount of \$50,000 pending Council approval,
 - ❖ Charlene Hall seconded the motion.
 - ❖ *All votes were in favor, No one opposed, Approved.*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the City of Bedford, by its Board of Public Works and Safety, hereinafter "CITY", and Stone City Alliance for Recovery & Hope, Inc., hereinafter "STONE CITY ALLIANCE",

WITNESSETH:

WHEREAS, the CITY received Block Grant Funds for the purpose of Opioid Remediation;
and

WHEREAS, the City wishes to provide funds to STONE CITY ALLIANCE to assist STONE CITY ALLIANCE in addressing the opioid-related overdose crisis in the City of Bedford and Lawrence County, Indiana; and,

WHEREAS, the CITY and STONE CITY ALLIANCE now desire to finalize the terms and conditions of their agreement.

IN WITNESS WHEREOF THE PARTIES AGREE AS FOLLOWS:

1. CITY agrees to provide Fifty Thousand Dollars (\$50,000) to STONE CITY ALLIANCE from funds the CITY received from the Block Grant program.
2. STONE CITY ALLIANCE agrees to spend the restricted Opioid funds provided by the CITY pursuant to "Exhibit E - List of Opioid Remediation Uses" attached hereto.
3. STONE CITY ALLIANCE shall hold CITY harmless from any and all claims arising out of the negligence of STONE CITY ALLIANCE, its agents, representatives, employees, invitees, contractors, subcontractors, successors and/or transferees.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this

21 day of January, 2025.

3. Request Approval and Acceptance of Memorandum of Understanding for Boys and Girls Club Pending Common Council Approval to us Restricted Opioid Funds- Mayor Craig-Frank Decker

- Frank Decker stated the club would use the funding for the following three areas:
 - Staff training, offer Smart Moves programming and awareness.
 - The club serves over 1900 members and works with NLCS.
 - Some of the areas addressed is opioid, vaping and fentanyl use.
-
- ❖ Charlene Hall made the motion to approve the MOU with Boys and Girls Club to us Restricted Opioid Funds in the amount of \$50,000 pending Council approval.
 - ❖ Judy Carlisle seconded the motion.
 - ❖ *All votes were in favor, No one opposed, Approved.*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the City of Bedford, by its Board of Public Works and Safety, hereinafter "CITY", and the BOYS & GIRLS CLUB OF LAWRENCE COUNTY INCORPORATED, hereinafter "BOYS & GIRLS CLUB",

WITNESSETH:

WHEREAS, the CITY received Block Grant Funds for the purpose of Opioid Remediation;
and

WHEREAS, the City wishes to provide funds to the BOYS & GIRLS CLUB to assist the BOYS & GIRLS CLUB in addressing the opioid-related overdose crisis in the City of Bedford and Lawrence County, Indiana; and,

WHEREAS, the CITY and the BOYS & GIRLS CLUB now desire to finalize the terms and conditions of their agreement.

IN WITNESS WHEREOF THE PARTIES AGREE AS FOLLOWS:

1. CITY agrees to provide Fifty Thousand Dollars (\$50,000) to the BOYS & GIRLS CLUB from funds the CITY received from the Block Grant program.
2. The BOYS & GIRLS CLUB agrees to spend the restricted Opioid funds provided by the CITY pursuant to "Exhibit E - List of Opioid Remediation Uses" attached hereto.
3. The BOYS & GIRLS CLUB shall hold CITY harmless from any and all claims arising out of the negligence of the BOYS & GIRLS CLUB, its agents, representatives, employees, invitees, contractors, subcontractors, successors and/or transferees.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this

21 day of January, 2025.

4. Request Approval and Acceptance of Additional Invoices for Blue Moose Environmental LLC- Environmental Study Work at Old Police Station (1617 K Street) and Salvation Army Bldg. (1629 K Street) -Brandon Woodward

- Invoice No. 1664-Additional Samples-Old Police Station -\$300.00
- Invoice No. 1665-Additional Samples-Salvation Army Bldg.-\$450.00.
- Brandon Woodward stated during demolition and pre-construction inspections, asbestos was found in the Salvation Army Building and the old police station.
- The additional testing has caused additional fees to the project.

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

5. Request Approval and Acceptance of 2025 Maintenance Agreement for HVAC System-Police Department-\$4,312.74-Chief Terry Moore

- Chief Moore requested the board approve the 2025 Maintenance Agreement for the HVAC system with Commercial Services. It is the same agreement and same services as 2024 with a \$200 increase.

- ❖ Charlene Hall made the motion to approve the HVAC agreement with Commercial Services.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

6. Request Acceptance of Officer Resignation-Officer Robert Harris-Chief Terry Moore.

- Chief Moore stated that on January 2nd, he received a resignation letter from Officer Robert Harris. Officer Harris has decided to continue his education and pursue a degree in nursing, Officer Harris has been with the department for almost four years, his last day being Monday January 27, 2025.
- Chief Moore asked that board to accept the resignation.

- ❖ Judy Carlisle made the motion to accept Officer Harris' resignation.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

7. Request Approval for Mitchell and Stark Time Extension-Force Main Project-Misty Adams

- Misty Adams stated that Force Main Project goes down Norton Lane and crosses on the roads. The asphalt plants are closed so they cannot be paved. An additional 185 days will allow for the asphalt plants to open. No additional cost on the project, just the time extension.

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

8. Request Acceptance of Permanent Status-Firefighter Third Class Parish S. England-Chief Luke Pinnick

- Chief Pinnick stated that Firefighter England has completed his probationary year , and is recommended for permanent status.

- ❖ Judy Carlisle made the motion to approve the request of permanent status for Firefighter Third Class Parish England.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

9. Request Acceptance of Permanent Status-Firefighter Third Class Clayton J. Evers-Chief Luke Pinnick.

- Chief Pinnick stated that Firefighter Evers has completed his probationary year has successfully completed his Emergency Medical Technician test, and is recommended for permanent status.

- ❖ Charlene Hall made the motion to approve the request of permanent status for Firefighter Third Class Clayton Evers.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

10. SOP-K-9 Drug Training Aids-Chief Terry Moore

- Chief Moore asked the board to approve the SOP for K-9 Drug Training Aids.
- ❖ Judy Carlisle made the motion to approve SOP K-9 Drug Training Aids.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

11. SOP-Reflective Vests-Police Department-Chief Terry Moore

- Chief Moore asked the board to approve the policy for situations when reflective safety vests must be worn effective today.
- ❖ Chalene Hall made the motion to approve SOP-Reflective Vests effective today.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

12. Request Acceptance of Personnel Replacement-Candidate Bryce Bower-Chief Terry Moore

- Chief Moore stated that his department has an officer vacancy due to a recent resignation.
- Candidate Bryce Bower has completed all the requirements set by our department. He has met the 1977 Fund requirements after receiving a medical and psychological evaluation form from the Public Medical Group and approval by the local pension board.
- Chief Moore believes Bryce Bower will be an asset to the Bedford Police Department.
- ❖ Judy Carlisle made the motion to approve the acceptance of Candidate Bryce Bower.
- ❖ Charlene Hall seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

13. Request Acceptance of Office of Community and Rural Affairs (OCRA) Grant Agreement-Owner Occupied Housing Rehabilitation Project-Mayor Sam Craig

- Mayor Craig stated that the city received the OCRA Grant for the rehabilitation of properties. There have been some issues on the grant since the state administration change.
- The grant is for \$300,000 with a \$30,000 match from the city.
- Mayor Craig asked for the board's permission to proceed with the grant and sign the necessary documents when they are available.

- ❖ Charlene Hall made the motion to approve the OCRA Grant and Mayor Craig sign when document arrives.
- ❖ Judy Carlisle seconded the motion.
- ❖ *All votes were in favor, No one opposed, Approved.*

14. Request Approval and acceptance of Agreement for Contracted Services-Between the Dog Club and Mary George (individually), and City of Bedford-David Flinn, Mayor Sam Craig

- David Flinn presented the board with a contract with The Dog Club.
 - The contract will allow the city to have options when dogs are collected.
 - Normally they are taken to the White River Humane Society.
 - We will have the option to chip a dog that is not claimed and adopt the dog out.
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- ❖ Judy Carlisle made the motion to approve the agreement with the Dog Club.
 - ❖ Charlene Hall seconded the motion.
 - ❖ *All votes were in favor, No one opposed, Approved.*

AGREEMENT FOR CONTRACTED SERVICES

This Agreement for Contracted Services (the "Agreement") is entered into as of January 21, 2025, by and between **THE DOG CLUB** (hereinafter referred to as "Dog Club") and **MARY GEORGE**, individually, and **City of Bedford** (hereinafter referred to as "City") (collectively referred to as the "Parties").

1. Purpose: The purpose of this Agreement is to outline the scope of services between the Parties and the requirements thereof. The City shall contract with Dog Club and Mary George to impound dogs that are picked up by the City (hereinafter referred to as "services").

2. Payment: The City shall pay Dog Club One Hundred Fifty Dollars (\$150.00) per animal delivered to Dog Club by the City. Dog Club shall invoice the City for each animal it accepts from the City within thirty (30) days of accepting said animal. Invoices should be mailed to the Clerk Treasurer's Office for payment. The City shall pay invoices promptly after the next regular monthly meeting of the Board of Public Works and Safety.

3. Relationship of the Parties: Dog Club and Mary George are entering into this agreement as independent contractors. Under no circumstances shall Dog Club and/or Mary George be considered employees of the City within the meaning of any federal, state, or local law of regulation including, but not limited to, laws or regulations governing unemployment insurance, workers' compensation, or labor and employment in general. Under no circumstances shall Dog Club and/or Mary George consider the City as their employer, or as a partner, agent, or principal. Dog Club and Mary George shall not be entitled to any benefits afforded to the City's employees, including, without limitation, to health insurance, workers' compensation, disability insurance, vacation, personal days, sick days or contributions to retirement.

4. Indemnification: In consideration of the City contracting with Dog Club and Mary George for services, Dog Club and Mary George agree to indemnify and hold harmless the City of Bedford, its officers, employees, and agents (collectively referred to as 'Indemnitees'), from

and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with services provided herein.

Dog Club and Mary George shall defend, indemnify, and hold harmless the Indemnitees from any claims or actions brought by third parties arising out of the services provided by Dog Club and Mary George. This indemnification shall survive the termination of this agreement. The City shall promptly notify Dog Club and Mary George in writing of any claims, suits, or actions for which indemnity is sought, and Dog Club and Mary George shall have the right to control the defense and settlement of such claims, provided that the City shall have the right to participate in the defense at its own expense.

By signing this agreement, Dog Club and Mary George acknowledge and agree to the terms of this hold harmless clause and assume full responsibility for its services provided to the City.

5. Compliance with Laws: Both Parties agree to comply with all applicable federal, state, and local laws and regulations related to the event. This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana.

6. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Dog Club


Authorized Signature

Name and Title: Mary George, owner

Date: 1/14/2025

15. Approval to Sign Claims

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

16. Discussion-

- Charlene Hall thanked Misty and her department for working on a sewer line issue that developed in her neighborhood. The utility and street department workers do a good job and is appreciative of them.

17. Adjourn

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

Board of Works & Safety 2025

• *Samuel J. Craig, Mayor* _____

• *Judy Carlisle* _____

• *Charlene Hall* _____

Attest: Billie Tumeey _____