

# Board of Works and Safety

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August 15<sup>th</sup>, 2022

4:00 P. M.

## *Minutes*

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### ***Call to Order: Mayor Samuel J. Craig***

**The Board of Public Works and Safety** met on August 15th, 2022, at StoneGate Art & Education Center, 931 15<sup>th</sup> 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

#### **Reading of Minutes**

July 18<sup>th</sup>, 2022-Regular Meeting

August 8<sup>th</sup>, 2022-Special Meeting

August 11<sup>th</sup>, 2022-Special Meeting

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

#### ***New Business:***

##### **1. Swearing in Ceremony**

- Police Officer: Taylor Daugherty

##### **2. Request Approval and Acceptance of Closure of J Street Between 15<sup>th</sup> Street and 16<sup>th</sup> Street-Saturday September 24<sup>th</sup> From 3:00 PM to 8:30 PM-Men's Warming Shelter Spaghetti Dinner-Heather Beasley**

- Heather said this will be the 4<sup>th</sup> year for the Spaghetti Dinner with the last 2 years being a drive-thru due to COVID.
- The business owners have been contacted.

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

**3. Request Consideration and Approval for One Way Alley Behind Lincoln Plaza Pharmacy Located at 629 Lincoln Avenue-Requested by Steve Anderson-For Crowder's Pharmacy Drive Thru Window-North to South Alley From 6 ½ to 7 ½ Streets-Chief Terry Moore**

- Steve Anderson said the drive thru would be a benefit to any customers with COVID or have mobility issues.
- Ordinance will go to Council on September 19<sup>th</sup> for final approval.
  
- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

**4. Request Approval and Acceptance of PER Addendum Amendment No. 1-Letter of Request-Funding Request-From Wastewater Treatment-Plant Improvements Project to SR 58 Flooding Minimization Project-Misty Adams**

Staci Orr-Gardner  
Clean Water Program Manager  
Indiana Finance Authority  
100 North Senate Ave., Suite 1275  
Indianapolis, IN 46204

Re: City of Bedford – Wastewater Treatment Plant Improvements Project  
SRF Loan No. WW 20 11 36 03  
Amendment #1 to the PER

Dear Ms. Orr-Gardner,

The City of Bedford is requesting to amend the approved Preliminary Engineering Report (PER) for the Wastewater Treatment Plant Improvements Project.

The Wastewater Treatment Plant Improvements Project is nearing completion with excess SRF loan funds available. Bids were opened for the City of Bedford SR 58 Flood Minimization Project on Monday, July 18, 2022. The lowest bid came in at \$3,010,820 which is \$1,045,445 higher than the engineer's estimate used for funding procurement. Due to this funding shortfall, the City of Bedford is requesting that the excess funds from the Wastewater Treatment Plant Improvements Project be used for the SR 58 Flood Minimization Project.

The existing funding for the SR 58 Flood Minimization Project comes from a 2021 State Transportation and Stormwater Grant in the amount of \$1,684,800. The purpose of the project is to alleviate flooding on SR 58. Flooding occurs due to a sanitary sewer overflow (SSO) which discharges into the storm sewer during heavy rains. Due to restricted capacity of the storm sewer, SR 58 is slow to drain. The project proposes to construct a new 24-inch sanitary sewer from SR 58 to John Williams Boulevard which will increase capacity in the existing 12-inch sanitary sewer by eliminating an SSO discharge. The illicit discharge to the storm sewer is a violation of the city's NPDES permit. By increasing the sanitary sewer capacity, the SSO will be removed from the storm sewer. This increase in storm sewer capacity will eliminate flooding of SR 58.

An environmental evaluation has been completed per SRF requirements. You will find the environmental exhibits attached to this letter

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

## **5. Request Approval and Acceptance of DISA Third Party Administrator Contract Renewal for Transit Authority-Dennis Parsley**

- Dennis said because of the Federal Funds received, INDOT has mandated that DISA be utilized for Substance Abuse Testing.

### **Substance Abuse Testing Third Party Administrator Contract**

This agreement is made between Transit Authority of Stone City located at 1102 16<sup>th</sup> Street Bedford, IN. 47421, hereinafter referred to as the **Purchaser**, and DISA Global Solutions, Inc. located at 603 E Washington St, Ste 200, Indianapolis, IN 46204 hereinafter referred to as the **Contractor**.

This agreement outlines the services and responsibilities of the **Contractor** to provide substance abuse testing services to companies to support workplace drug and alcohol testing programs and policies. In addition, this agreement acknowledges that the **Purchaser** has a policy for drug and alcohol testing of applicants and/or employees and requires alcohol and drug testing services from the **Contractor**. In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms, and conditions of which shall apply from the execution date of this agreement.

The **Contractor** shall provide services in accordance with 49 CFR part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs, and 49 CFR part 655 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. as amended. Furthermore, the **Contractor** must allow regulating agencies (Federal Transit Administration (FTA), Indiana Department of Transportation (INDOT), or its authorized representatives, and Purchasers as a part of their contractor oversight) to interview employees of the company and review files necessary to complete program audits and ensure compliance.

In consideration of the premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows.

### **1.SCOPE OF SERVICES**

The **Contractor** is responsible for executing all aspects of the **Purchaser's** drug and alcohol testing program pursuant to 49 CFR Parts 40 and 655, as amended.

Alcohol tests are tests performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by the publication in the NHTSA Conforming Products List (CPL) by trained and certified breath alcohol technicians (BAT's) who are trained to proficiency in accordance with 49 CFR Part 40, as amended.

Drug tests are to be performed using the specified chain-of-custody collection and handling procedures performed by qualified collectors (trained to proficiency in accordance with 49 CFR Part 40, as amended), testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (who are trained and meet

all qualifications set forth in accordance with 49 CFR Part 40, as amended) for review and reporting of test results in accordance with 49 CFR Part 40, as amended.

## **2. CONTRACTOR RESPONSIBILITIES:**

The **Contractor will** maintain facilities and personnel adequate to the performance of services outlined in this agreement to the **Purchaser**. In particular, the **Contractor will** maintain personnel trained to proficiency and qualified to perform substance abuse testing services in accordance with 49 CFR Part 40, as amended. The **Contractor will** maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual for specific information and records for the minimum time periods according to the schedule identified below and as applicable to the services provided by the **Contractor** to the **Purchaser**:

- Five years:
- Alcohol tests of 0.02 or greater, positive drug tests, refusals to test, including alcohol form/drug custody *f: f* control form *f:f* MRO documentation as applicable.
  - Medical explanations of inability to provide specimens.
  - Calibration documentation for EBTs.

Two Years:

- BAT and drug screen collector training/certifications as identified in 49 CFR Part 40, as amended.
- Random selection records.
- Agreements: testing-collection, laboratory, MRO, consortium.
- Records:MRO, Collectors, BAT, Laboratory, SAP.
- Training records/certificates for new-hires and reasonable suspicion training

One Year:

- Negative/canceled drug test results; alcohol test results <0.02.

**Contractor** shall release to the **Purchaser**, its agents or to officials of the Federal Transit Administration (FTA) or the Indiana Department of Transportation (INDOT), or its designated representative with regulatory authority over the testing program, individual test results, or related information to comply with requests resulting from a legal action and on the behalf of the employee. The **Contractor** will not release individual test results to any person except those entities list above, without first obtaining specific written authorization from the tested individual.

The **Contractor** will make available to the **Purchaser**, at location(s) of the **Purchaser's** choosing, and at reasonable expense to the **Purchaser** for copying and shipping charges, all records related to alcohol and drug testing performed by the **Contractor** for the **Purchaser**, except records containing confidential medical information, within two business days of notification by the **Purchaser** of such request. Test results are sent directly to the **Purchaser** from MRO. Furthermore, the **Contractor** shall not hold hostage any records relating to this program or its compliance for purposes of collecting outstanding payments from the **Purchaser**. Quarterly reporting of specified information to the Indiana Department of Transportation RTAP manager and annual reporting to the **Purchaser** will be by facsimile transmission (fax), electronic transmission, or U.S. mail.

## **3. PURCHASER RESPONSIBILITIES**

The **Purchaser** will provide the **Contractor** with the **Purchaser's** most recent applicable drug and alcohol testing policies. The **Purchaser** will designate a primary representative and an alternate representative to whom the **Contractor** will report test results and discuss or report other necessary information. A password will be established for each representative to ensure confidentiality of information passed between the **Contractor** and **Purchaser**. The means of

obtaining results from the **Contractor**, (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) with password protection will assure that the results and other information remain secure and confidential with distribution of or access to such information to **Purchaser** officials with a business need for the information only.

The **Purchaser** will notify the **Contractor** of any responsibilities with regard to the **Purchaser's** Employee Assistance Program as it relates to drug and alcohol testing program and the services provided by the **Contractor**.

The **Purchaser** authorizes the **Contractor** to request specific information or to order additional tests as necessary for the **Purchaser** to comply with DOT/FTA regulations and related to tests performed for the **Purchaser**. The **Purchaser** agrees to pay for additional costs and charges related to such information requests or additional testing performed.

The **Purchaser** acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **Purchaser** representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

The **Purchaser** will notify the **Contractor** of changes to personnel in the random pool immediately prior to each draw to ensure the pool does not become diluted. The **Contractor** will provide a mechanism for each system to purge file prior to draw.

#### **4. ASSIGNED RESPONSIBILITIES**

The **Contractor** agrees that it has the responsibility for establishing and implementing the following procedures and services:

- Selection/provision of drug testing collections.
- Selection/provision of DHHS certified laboratory testing services.
- Random selection for drug and/or alcohol testing in accordance with 49 CFR Part 40, as amended.
- Submission of quarterly reports to State Safety & Security Program Manager.
- Selection/provision of the Medical Review Officer certified in accordance with 49 CFR Part 40, as amended.
- Selection/provision of Substance Abuse Professional services certified in accordance with 49 CFR Part 40, as amended.
- Collection site quality assurance.
- Record keeping as identified in 49 CFR Part 40, as amended.
- Ensure collector/BAT training to proficiency in accordance with 49 CFR Part 40, as amended.
- Reporting to INDOT's authorized representatives as needed to ensure compliance.

#### **5. FEES AND PAYMENT**

Fees for services provided by the **Contractor** to the **Purchaser** will be in accordance with the FEE SCHEDULE agreed upon with INCOST and INDOT as outlined in this agreement.

#### **6. FEE CHANGES**

The price for services rendered under this agreement will not change unless the **Contractor** notifies INCOST, INDOT, and the **Purchaser** in writing 30 days in advance of price change. If the **Purchaser** and/or INCOST and INDOT do not agree to the new price, the **Contractor** will continue to provide agreed upon services at the then current price for the duration of the agreement subject to severability provisions described elsewhere in this agreement.

#### **7. SIGNIFICANT CHANGES IN SERVICES PROVIDED**

If during the term of this agreement there is a significant change in the requirements of the **Contractor**, or other items not covered under this agreement as the result of regulatory changes, or other changes mandated by Federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this agreement.

#### **8. PAYMENT**

The **Contractor** will invoice the **Purchaser** for all services provided upon conclusion of testing procedures. Payment terms are net thirty **30 days** after the date of receipt of any invoice.

Overdue payments are subject to additional interest and service charges. In the case of failure of the **Purchaser** to make timely payment, the **Contractor** shall continue to perform its obligations as per this agreement and be entitled to recover all payment for services rendered according to this agreement, including interest and service charges on late payments in addition to expenses of collection and reasonable attorney fees.

The Purchaser will not pay for cancelled tests and will withhold payment for tests with errors rendering the test incomplete until the affidavit of correction process to remedy the identified errors is complete.

#### **9. TERM**

This agreement shall be in effect from the date of execution and be in effect for a period of two (2) years. The responsibilities and obligations and liabilities shall survive the term of this agreement. The agreement shall be a unit rate agreement for a period of twenty-four (24) months with an option of renewing said agreement with the **Contractor** on an annual basis for up to two (2) additional years, subject to the approval of INDOT funding and continued participation by the Purchasers. The agreement shall not exceed four (4) years in duration unless either party has given written notice of intent to change the terms of the agreement no less than sixty (60) days prior to the renewal date.

#### **10. INDEPENDENT CONTRACTORS**

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, or employer employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

#### **11. RESPONSIBILITY FOR COMPANY POLICY AND PROGRAM**

The parties understand and agree that the **Contractor** does not make any employee decisions for employer such as hiring of applicants, termination, discipline, or retention of any employee or former employee and that **Purchaser** has sole responsibility for all such decisions. The **Contractor** shall not be responsible for any damages resulting from acts or omissions of the **Purchaser** under the **Purchaser's** substance abuse policy.

#### **12. SEVERABILITY**

If any provision of this agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision, which is as similar in effect to the deleted provision as possible. The remaining portion of the agreement not declared illegal, invalid, or enforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 60 days' notice, by the terminating party.

In no event shall the **Contractor** have any responsibility or liability to company for any failure or

delay in performance by the **Contractor**, which results from or is due to, directly or indirectly and in whole or in part, any cause, or circumstances beyond the reasonable control of the **Contractor**. Such causes and circumstances shall include but are not limited to acts of God, acts of the **Purchaser**, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties, or delays in private or public transportation, or any other cause beyond the **Contractor 's** reasonable control.

### **13. INDEMNIFICATION**

The **Purchaser** shall indemnify, defend, and hold harmless the **Contractor, the Contractor 's** directors, officers, agents, and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **Purchaser**, of its parent, subsidiaries or affiliate companies, arising out of or in any way related to services provided by the **Contractor** under this agreement, related to negligent, fraudulent, or illegal action or omission of the **Purchaser** or the **Purchaser's** employees, agents, or related personnel. The **Purchaser** agrees to indemnify and hold harmless the **Contractor**, its parents, subsidiaries, and affiliates from any loss, or damage, or claim brought by third parties (including the **Purchaser's** tested individuals) resulting from any negligent act or omission on the part of the **Purchaser** or the **Purchaser's** representatives.

The **Contractor** shall indemnify, defend, and hold harmless the **Purchaser, the Purchaser's** directors, officers, agents, and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of the **Contractor**, of its parent, subsidiaries, or affiliate companies, arising out of or in any way related to services provided by the **Contractor** under this Agreement, related to negligent, fraudulent, or illegal action or omission of the **Contractor**, or the **Contractor 's** employee's agents, or related personnel. The **Contractor** agrees to indemnify company from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Contractor** personnel.

### **14. REQUIRED FEDERAL CLAUSES**

The **Contractor** and **Purchaser** must comply with all required Federal clauses as outlined in the FTA Master Agreement which is incorporated herein by reference.

### **15. GOVERNING LAW**

The provisions of the Agreement shall be construed, interpreted, and governed by the substantive laws of the State of Indiana, including all matters of construction, validity and performance but without giving effect to Indiana choice-of-law or conflict-of-law principles. This agreement is governed by various Federal statutes and regulations, including but not necessarily limited to 2 CFR 200 (Super Circular) and by FTA Circular 4220.1F, or the most recent update. These require, among other things, that contract awards for professional services are made according to qualifications and approved criteria. These Federal statutes and regulations by Office of Management and Budget are incorporated herein by reference.

### **16. ENTIRE AGREEMENT**

This agreement represents the entire agreement between the **Contractor** and the **Purchaser**. This agreement supersedes all prior agreements, understandings, negotiations, and discussions, written or oral, and may be modified only by a written document signed by both the **Contractor** and **Purchaser**.

- ❖ 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 2022 Update Zero Tolerance Drug and Alcohol Policy-TASC Department, Dennis Parsley**

- Dennis said that INDOT regulations has been updated to include Opioids as part of the random drug testing.
- All other aspects of the policy have remained the same.

- ❖ 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 Memorandum of Understanding for Transportation Services for White River Lodge-TASC Department-Dennis Parsley**

- Dennis stated the Memorandum is for emergency transportation in the event of an evacuation. This would allow TASC to take the residents anywhere within Lawrence County limits.
- Dennis said this policy is in place for several other places. The service has not been needed but is important to have it in place.

- ❖ 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 BEAM-LONGES-NEFF Contract for Engineering Services-Paved Road Assessment-PASER Update 2022-David Flinn**

- The Consultant will provide professional engineering services depending on the City of Bedford's requirements and requests, the services may include but are not limited to the following:
- General consulting
- Make preliminary investigations, design studies, necessary surveys, preliminary general plans and approximate estimates of cost for various projects
- Review subdivision plans and specifications for new development
- Attend meetings as requested



- Represent the City of Bedford in project-related coordination efforts with other local, county, state, and federal agencies
- Design Services
- Right of way engineering services
- Surveying
- Construction observation
- Permits
- Utility Coordination
- Studies and reports
- Pavement Assessment for the evaluation and rating of approximately 110 miles of paved roadways within the city limits.

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

**9. Request Approval and Acceptance of Lee Ann Plummer Minor Subdivision-22 Q Street-Brandon Woodward**

- Brandon said a request for a minor subdivision was filed with the Bedford Plan Commission by Lee Ann Plummer located at 22 Q Street.
- Lee Ann is requesting to sub divide her property into two parcels.
- The Plan Commission held a public meeting on August 9, 2022
- Notifications were sent to the homeowners who would be affected by the subdivision
- No objections were noted at the public meeting

- ❖ 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 Insurance Renewal Proposal for Property, Liability, Automobile-Denise Henderson, Miles Parker (Parker Group)**

- Request to approve Zurich American Insurance Company to provide property, liability, and automobile.
- The total cost for property, liability and automobile insurance is \$314,134
- Optional Proposals were provided by:
- Travelers-\$30,000 higher than Zurich
- HCC-declined due to loss activity and pricing target

- Trident-declined due to loss activity and pricing target
- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

#### **11. Request Approval and Acceptance of Insurance Renewal Proposal for Workers Compensation-Denise Henderson, Miles Parker (Parker Group)**

- Renewal rate for Workers Compensation is \$98,716
- IPEP-proposed workers compensation, \$6,835 more than Accident Fund
- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

#### **12. Discuss Officer Being Placed on Administrative Leave-Chief Terry Moore**

- Chief Moore informed the board that Captain Timothy Chen has been placed on administrative leave.
- Chief Moore said once the investigation is complete, he will inform the board of his recommendation.
- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall 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**

- ❖ 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 2022*

• *Samuel J. Craig, Mayor* \_\_\_\_\_

• *Judy Carlisle* \_\_\_\_\_

• *Charlene Hall* \_\_\_\_\_

*Attest: Marsha Pfeiffer*  
*Clerk-Treasurer* \_\_\_\_\_