

BOARD OF PUBLIC WORKS AND SAFETY
JULY 25, 2018

The Board of Public Works and Safety met for a regular session at the Knox City Hall on Wednesday, July 25, 2018 at 9:30 AM CST with the following members present: Mayor, Dennis Estok; Clerk-Treasurer, Jeff Houston; Boardmembers, Jim Collins and Steve Dodge. City Attorney, Leslie Baker was absent.

RE: AMENDMENT TO THE AGENDA

Steve Dodge made a motion to add the City of Knox Towing Agreement to the Agenda. Jim Collins seconded the motion. Motion passed with Three (3) ayes and No (0) nays.

RE: APPROVAL OF MINUTES

Minutes of the previous meeting were mailed to the Boardmembers prior to the meeting for their review. Steve Dodge made a motion, seconded by Jim Collins to approve the minutes as presented. Motion passed with Three (3) ayes and No (0) nays.

RE: CITY OF KNOX TOWING AGREEMENT

Mayor Estok presented the City of Knox Towing Service Contract to the Board. He said contractors would have to sign the agreement and show proof of insurance to be on the rotating towing list.

CITY OF KNOX
TOWING SERVICE AGREEMENT

The City of Knox, Indiana, hereinafter "CITY", and _____, hereinafter "Contractor", in exchange for the mutual promises contained herein, and other good and valuable consideration, now enter into this nonexclusive agreement for towing and storage services within City upon the following terms and conditions.

1. The City is authorized to enter into contracts for towing services.
2. City will call Contractors on the panel of listed Contractors on a rotating basis for the calendar year of this Agreement. This Agreement will terminate on December 31 of each even calendar year. Calls shall be for towing services occurring within the city limits of Knox, Indiana, and made by the Knox City Police Department.
3. When towing or storage services are required, City Police shall telephone, either directly or through the Starke County Sheriff's Office Dispatch, Contractor in rotation.
4. In the event Contractor does not answer the telephone call, or the Contractor does not respond to the location within twenty (20) minutes of the time the call is placed, City may contact the next Contractor in rotation. The call will count as a rotational call to the Contractor and will not be made-up.
5. Mechanical devices, answering machines, pagers or other similar non-direct contacts shall not be considered an answer to a telephone call. Contractors shall have a person available twenty-four (24) hours per day, seven (7) days per week, to directly answer any telephone request for service made by or on behalf of City.
6. Vehicle owners, or drivers, whose vehicles pose no immediate danger or hazard to other vehicle traffic or pedestrians, or who are not detained by the police officer, may request a specific towing contractor. This request will be documented in writing by police and the requested towing service contacted. Such a tow shall not count as a call for purposes of the rotational schedule.
7. In order to properly and timely service the City, Contractor shall operate a vehicle towing/recovery service that is based and physically located within the Knox City limits or sufficiently close by so as to be able to timely respond to all towing calls. Contractor shall be readily available to any owner to pick up any vehicle placed in storage under this Agreement. Contractor shall maintain regular business hours Monday through Friday for at least 8 hours per day or otherwise be available to return a stored vehicle within 24 hours of any contract from the owner.
8. Contractor shall license and fully insure all its recovery vehicles as vehicles used for commercial recovery purposes during all times when operating under the terms of this Agreement. Such insurance shall provide no less than \$1,000,000.00 (One Million) combined, single limit personal injury liability coverage limits and property damage limits. Contractor shall file with the Clerk-Treasurer of City proof of valid license, registration, and certificates of insurance of required coverage. The Certificates of insurance shall name City as additional insured and shall provide that the policies of liability insurance shall not be cancelled without a thirty (30) day advanced notice to City.
9. Contractor shall dispose of all abandoned vehicles according to Indiana State Law. Contractor shall furnish Knox City Police a list at the end of each year of all vehicles not redeemed by its owner.
10. Contractor shall file with the Clerk-Treasurer of City as part of this Agreement its U.S. Department of Transportation DOT number, a copy of its Indiana Retail Merchant's Certificate or its Federal Identification Number, and a copy of its general liability insurance policy.

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11. All vehicles used by Contractor to respond to calls under this Agreement shall be in full compliance with all Federal, State, and local laws and regulations and shall be subject to inspection of its' vehicles and storage facilities by Knox City Police Department.
12. Contractor shall use equipment with the ability of towing any motor vehicle or trailer, including snowmobiles, boat trailers, mopeds, motorcycles, passenger vehicles, and pick-up trucks. Contractor is further responsible for clean-up of all glass, plastic, and debris as a result of the call.
13. Contractor shall bill the vehicle owner for all charges associated with the towing and storage of a vehicle under this Agreement. Any call to Contractor for towing services is deemed made on behalf of the vehicle owner/operator and not for the benefit of City.
14. Contractor shall contact Knox City Police Department and the Starke County Sheriff's Department Dispatch in the event Contractor is unable to accept calls due to equipment malfunction.
15. Contractor shall not charge City for any towing, storage, or any other fees associated with any services provided under this Agreement, including service call fees in the event Contractor is called and not used, for any reason, unless, the vehicle to be towed is City owned.
16. The City may only add an additional Contractor to this contract if a Contractor no longer wishes to participate in the contract, retires, or violates the terms of this Contract.
17. Contractor and its personnel shall remain the agents and employees of Contractor and are not, nor shall they be construed to be, agents or employees of the City. The City shall not deputize the Contractor or its employees. At no time may the Contractor, its drivers, or employees represent in any manner that they are acting as agents of or on behalf of the City.
18. Contractor shall indemnify, defend, and hold city and all its officers, agents, and employees harmless from all suits, causes of action, claims, damages, personal injuries, losses, property damages, and expenses of any character whatsoever, including attorney fees, brought by any person or property on account of any injuries or damages received or sustained by any person or property of any negligent act or omission of Contractor or any of Contractor's officer's employees, agents, or representatives in the execution, supervision, and operations growing out of or in any way connected with their performance of this Agreement. Contractor shall provide written documentation of Workmen's Compensation Insurance, insuring Contractor's employees in amounts required by Indiana State law and general liability insurance coverage in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) per incident.
19. Contractor shall not sub-contract the towing and storage services under this agreement. This Agreement may not be assigned in any way without the specific, written consent of the City. Any attempt by Contractor to subcontract or assign services under this Agreement shall enable the City to immediately void this agreement or any of its terms or obligations.
20. In the even the City of Knox in its sole discretion determines a Contractor is non-compliant in any terms or conditions herein, Contractor shall be removed from the rotation described in Paragraph 2 above. City shall notify Contractor of the non-compliance with the terms and conditions of the Towing Service Agreement and the removal of Contractor from the rotation list. Contractor shall within thirty (30) days of the date of the notice become compliant with the terms and conditions of the Towing Service Agreement and shall present evidence to City's satisfaction that Contractor has become compliant with all the terms and conditions of this Agreement; otherwise this Agreement shall terminate without any further action or notice by City.
21. Any Contractor who feels it may have been aggrieved under this Agreement may appeal the grievance in writing to the Board of Public Works on a form approved by the Board to the Office of Clerk-Treasurer within fifteen (15) days of the date of the event or action resulting in the grievance. Hearing upon the matter shall be conducted by the Knox Board of Public Works by regular or special session within twenty (20) days.

IN WITNESS WHEREOF, the parties set their hands and seals this _____ day of _____, 2018.

City of Knox, Indiana

(Contractor)

By: _____
Dennis Estok, Mayor

By: _____
Contractor Representative

Attest:

By: _____
Jeffery J. Houston, Clerk-Treasurer

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Steve Dodge made a motion, seconded by Jim Collins to approve the City of Knox Towing Service Agreement. Motion passed with Three (3) ayes and No (0) nays.

RE: RECOMMENDATION FOR PROBATIONARY OFFICER – POLICE DEPARTMENT

Police Chief, Harold Smith recommended the Board hire Chuck Leonhardt for the officer position that occurred when Chad Keen quit. He said that Mr. Leonhardt went through the hiring and background checks and seemed a good candidate. Steve Dodge made a motion, seconded by Jim Collins to hire Chuck Leonhardt. Motion passed with Three (3) ayes and No (0) nays.

RE: BID OPENING – STREET PAVING – COMMUNITY CROSSINGS GRANT PROGRAM

MVH Superintendent Jeff Borg said these bids would only be awarded if the project is accepted into the Community Crossings Grant program through INDOT that will be submitted between August and September.

Mayor Estok proceeded to open the following properly submitted bids.

	Mill & Fill	Overlay	Total
Rieth Riley	\$166,250.00	\$157,875.00	\$324,125.00
E & B Paving	\$194,060.00	\$108,096.63	\$382,156.63

Steve Dodge made a motion to accept the lowest conforming bid pending review by the MVH Superintendent and City Attorney. Jim Collins seconded the motion. Motion passed with Three (3) ayes and No (0) nays.

RE: MELVIN ZEITERS – CODE ENFORCEMENT

Kenneth Pfof, Building and Code Compliance Director said he had issued an order for Mr. Zeiters to bring several of his properties into compliance several months ago. He has trouble contacting Mr. Zeiters normally and mostly deals with a property manager, Rob Stansberry. At his last contact with him, Director Pfof told him that if the properties were not brought into compliance he would recommend to the Board that a fine be imposed.

At this time only one property (401 W Lewis Drive) has been brought into compliance and rented out. Director Pfof presented slides to the Board showing the condition of other properties owned by Mr. Zeiters.

310 Ostrander Court showed un-plated vehicles, trash, refuse, refrigerators and other junk laying in the yard, on empty lots next to the property and in the parking lot.

425 Fear Court showed junk laying in the yard. Inside the roof leaks, there are sagging ceilings and defective electrical outlets, the floors are rotten and the house is generally unsafe.

405 and 407 Lewis, the occupants are parking on City property. They have cleaned this property up some. There are still plumbing leaks and electrical problems.

254 W. Bender showed piles of junk in the yard, an old swimming pool is laying in the yard. The house has junk doors and windows leaning against the home.

Melvin Zeiters has not registered as a landlord. He was sent copies of the application and his property manager was given copies of the application.

Director Pfof recommend a fine be imposed on the landlord due to him being in violation of the order by the amount of \$2,500.0 for each violation.

Mayor Estok made a motion to schedule a public hearing on all properties for non-compliance. Jim Collins seconded the motion. Motion passed with Three (3) ayes and No (0) nays.

RE: 1 & 3 NORTH MAIN – UPDATE

Director Pfof reported that City Attorney, Leslie Baker, has filed a small claims case against Pete Medlev, owner of 1 & 3 N. Main. The building is pretty much in the same condition as it was last month. A \$2,500.00 assessment has been applied.

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RE: SUPERINTENDENT REPORTS

MVH Superintendent, Jeff Borg said the City has been awarded the 2017 – 2018 salt contract for 200 tons at \$64.82 delivered.

Sidewalk contractor, Pete Kuchel is finishing up the last sidewalk. We had 5 applicants and three takers.

The 2018 street paving is complete. It will be listed as project 3 on the grant application.

RE: WATER TANK CLEANING CONTRACT

Water Department Representative, Tim Vogelzang submitted a proposal to the Board that called for the cleaning of the water towers. He noted that the procedure is recommended every 3 years. It has now been five since it was done. The company he has in mind did the work in 2013 and provides a digital CD of the inside of the tanks that is taken by the scuba dives and a written report.

Steve Dodge made a motion, seconded by Jim Collins to approve the contract for inspection and cleaning of the water tanks by Liquid Engineering for a base cost of \$5,880.00 plus additional services, if required. Motion passed with Three (3) ayes and No (0) nays.

The water department will install a new water line to two properties on New York and Heaton Street. They are working with J.D. Excavating to attach the new line to the old line and pulling it through under the street. That way no street cut will be required. A temporary line is in use currently.

RE: PURCHASE - WASTEWATER PUMPS AT LIFT STATION

Wastewater Superintendent, Kelly Clemons reported that her department is ready to install two new pumps at the Ellis Street and Roosevelt Road lift station. The cost of \$9,180.00 includes, freight, installation, start up testing and a three-year warranty. Dennis Estok made a motion, seconded by Jim Collins to approve the purchase of the pumps. Motion passed with Three (3) ayes and No (0) nays.

Police Chief Harrold Smith reported that the 2015 Dodge Charger was in a minor accident that resulted in the other driver being arrested and \$1,277.00 of damage to the police vehicle. The department had to replace the catalytic converter on the 2011 at a cost of \$390.00.

Officer Daniel Byrd resigned from the department as of July 23rd. The Chief will go through the applications he has already received.

Chief Smith said he is having trouble hiring part time officers. He recently hired Brack Rowe as a part time employee. Chief Smith reported that his department has responded to 140 car lock outs since January 1st of this year. He said his department is considering amending their policy on retrieving keys from locked autos. He noted that most departments don't provide that service any more (he cited Plymouth and Valparaiso). There are also problems with liability.

He said he would like to charge \$20.00 and put the money in the police continuing education account. He said Culver charges \$25.00 and deposits the money in that account.

Clerk-Treasurer Houston said he would like to coordinate any changes with Culver Clerk-Treasurer Karen Heim and the State Board of Accounts. He noted that there may need to be an enabling ordinance to account for the new source of income.

No official action was taken on the issue.

There being no further business to come before the board at this time, the meeting upon motion was duly adjourned.

Dennis Estok, Mayor

Attest: _____
Jeffery J. Houston, Clerk-Treasurer