

BOARD OF PUBLIC WORKS & SAFETY
Thursday, September 5, 2019
8:30 A.M.

The Board of Public Works & Safety of the City of Huntingburg met in regular session on Thursday, September 5, 2019 at the hour of 8:30 A.M. in the Council Chambers of the Huntingburg City Hall with members Spinner and Cox present. Also present were Clerk-Treasurer Dippel and City Attorney Schneider. Member Neukam was absent.

Mayor Spinner called the meeting to order.

A motion was made by Spinner, seconded by Cox and carried to approve the minutes of the August 1, 2019 regular meeting.

A motion was made by Cox, seconded by Spinner and carried to approve the claims for payment as presented.

Chad Trent, representing Huntingburg Heritage, presented a Special Event Permit Application for the Huntingburg Herbstfest. He noted since the route for the Parade has not been determined, a Special Event Permit Application is not presented for that event. The route will have to vary from the normal parade route due to the construction of 4th Street Heritage Trail. The parade route was discussed.

A motion was made by Spinner, seconded by Cox and carried to approve the parade route starting at Van Buren Street, go West on 3rd Street to Geiger Street, then follow the traditional route the rest of the way, to be staged at Trent's discretion.

A motion was made by Spinner, seconded by Cox and carried to approve the Special Event Permit Application as presented.

Street Superintendent Stamm presented his monthly report. He informed the Board that Knies Construction will be starting the 3rd Street project between Chestnut Street and Walnut Street sometime this month.

Stamm requested the recycle bins at the limb yard, as well as the recycle trailer used to haul off the recyclables, be declared surplus. He noted the trailer was purchased in 1992 for \$17,000.00. He estimates the value of the items to be less than \$5,000.00.

A motion was made by Cox, seconded by Spinner and carried to declare the trailer and bins as surplus, and offer them to the County for sale.

Stamm indicated that one of two trees at the Southwest corner of Progress Parkway and Chestnut Street is hanging over the property owner to the south's house; he and the Safety Director determined the limb to be a hazard. He contacted the Electric Department and they did not want to tackle the limb because of the way it hangs over the house. He noted that Kern Tree Service out of Dale gave him a price to remove the trees

and grind the stumps. He noted they were City trees on City property and he will be getting rid of them.

He noted the cameras were installed at the Street Department. He noted the gate at the limb yard is up and that he forgot to include the gate opener in the project. Stamm informed the Board of three quotes received for the limb yard gate opener. He noted he will be going with Mohr Home Solutions. The cost of the gate opener was questioned. He will get the quote information by the end of the meeting.

Stamm informed the Board that he will have quotes for the Board's consideration at the next meeting for a Western Plow snow plow for Truck #25.

Stamm requested a change to designate no parking on either side of the street on 2nd Avenue, east of Main Street. He noted that the police have said that with cars parked on either side or both sides, at times, it is a hazard for cars trying to pull out of the trailer park onto 2nd Avenue. (See Exhibit A)

A motion was made by Spinner, seconded by Cox and carried to recommend to the Council the no parking areas designated by the Street Superintendent.

Stamm requested consideration of a change to truck routes. He presented two areas for consideration to no longer be a truck route. He would like to eliminate the truck route on North Van Buren Street south of Old Highway 231 and the truck route on Van Buren Street north of 7th Street to 8th Street. (See Exhibit B)

A motion was made by Cox, seconded by Spinner and carried to approve the change in the truck route on Van Buren Street. (North side of the intersection of 7th Street to 8th Street)

A motion was made by Cox, seconded by Spinner to forward the change of North Van Buren Street truck route to the City Council.

Stamm presented 3 quotes for a pressure washer for the Street Department. He recommends purchase of a Vortexx Pressure Washer Hot Water 4000 from All Seasons Lawn Equipment for the low quote of \$6,549.00.

A motion was made by Spinner, seconded by Cox and carried to approve the bid for the Vortexx from All Seasons at the price of \$6,549.00.

Wastewater Superintendent Coomer presented his monthly report. He requested approval to hire Cash Waggner & Associates for the engineering of a sewer expansion west of Styline Drive for Styline expansion. An estimate of between \$4,500.00 and \$8,500.00 was provided by Cash Waggner & Associates for the work. He noted the work would probably be done in-house. It was noted that if the property to the south is developed in the future, this sewer would provide service to that area.

A motion was made by Cox, seconded by Spinner and carried to approve Cash Waggnner to design the Styline sewer expansion.

Coomer requested approval for Cash Waggnner & Associates to provide engineering services for the redesign of the sewer in the alleyway north of 4th Street between Highway 231 and Geiger Street. He noted the current sewer is scheduled to be replaced but is about 15 feet deep. He is looking at an alternative redesign to be shallower and further back.

The Mayor noted that the area behind some buildings has been commonly used as an alley but there is no alleyway there. He noted the property is owned by United Methodist Church all the way to the back of the existing buildings. He noted the City is currently in negotiations with the United Methodist Church for a plan for the property which includes possibly moving the alley.

A motion was made by Cox, seconded by Spinner and carried to approve the request for Cash Waggnner to engineer the relocating of the sewer behind 4th Street.

Police Chief Parks presented his monthly report. He presented a proposed Training Reimbursement Agreement (Exhibit C) for approval. He indicated the purpose of the agreement is to recover training costs from officers that leave the City's employment within 36 months of the officer taking the oath of office. He noted he would like to get the agreement enacted as he starts another hiring process today. It was noted that this would only apply to officers approved after this policy is approved.

A motion was made by Cox, seconded by Spinner and carried to approve the Training Reimbursement Agreement between prospective hires and the Police Department.

Fire Chief Patberg presented his monthly report.

Code Enforcement Officer Souders presented his monthly report.

Planning Director Lake presented his monthly building permit report.

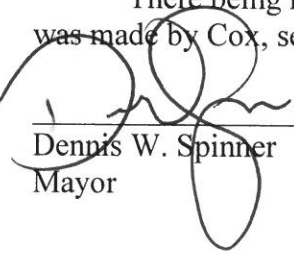
Stamm informed the Board of three quotes received for the limb yard gate opener.

Mohr Home Solutions	\$5,225.00
Dubois County Garage Doors	\$4,563.80
Tri-State Fence	\$11,638.00

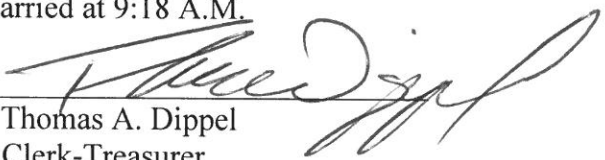
Stamm recommended approval of the Mohr Home Solutions quote due the 1.5 HP motor and the inclusion of safety loop and exit sensor. He noted he will proceed with the Mohr Home Solutions quote.

A motion was made by Spinner, seconded by Cox and carried to accept the quote from Mohr for the gate opener of \$5,225.00.

There being no further business to come before the Board, a motion to adjourn
was made by Cox, seconded by Spinner and carried at 9:18 A.M.



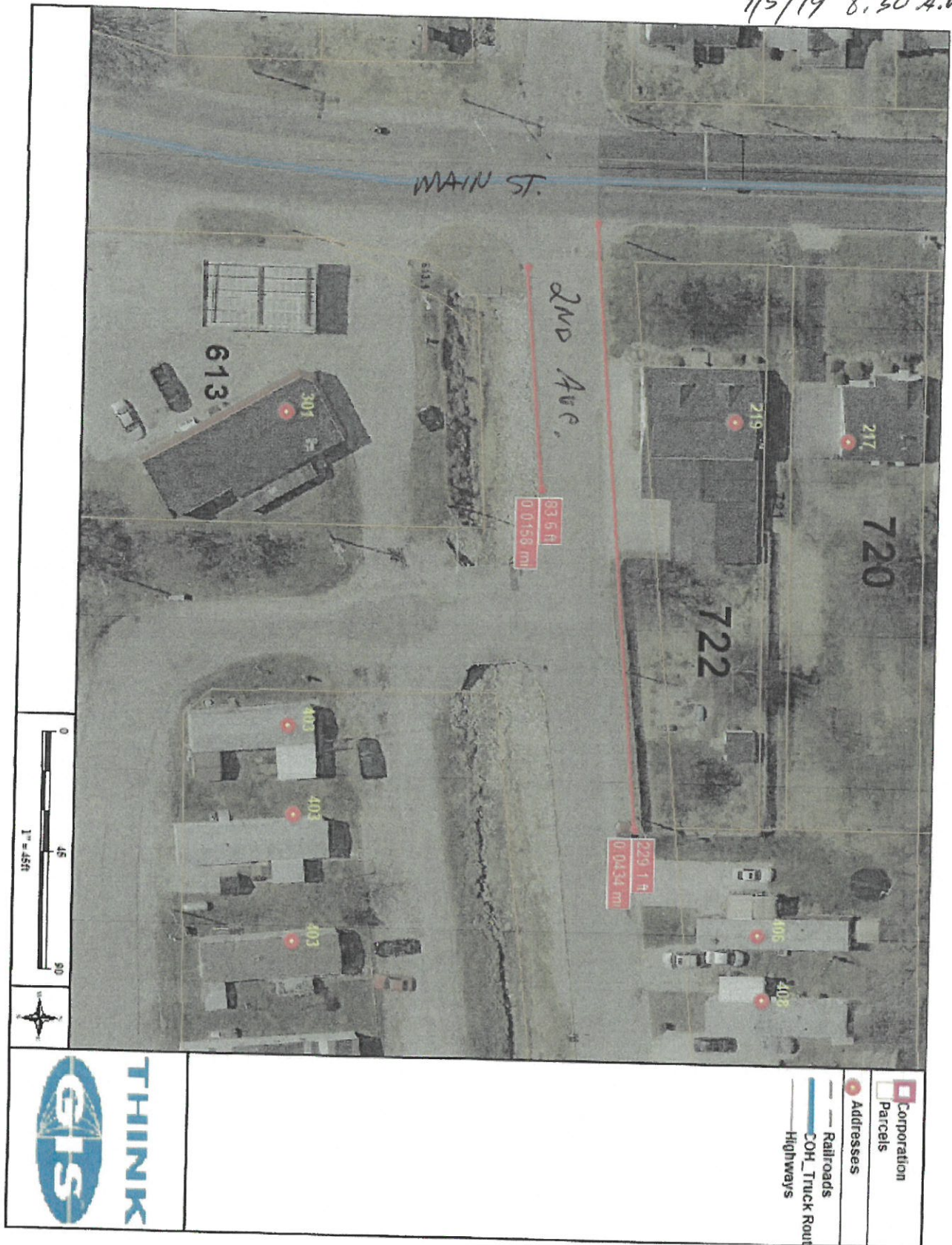
Dennis W. Spinner
Mayor



Thomas A. Dippel
Clerk-Treasurer

EXHIBIT A

30PWS
9/5/19 8:30 A.M.



City of Huntingburg

Jason Stamm
Street Superintendent

EXHIBIT B

BOPWOS 9-5-19

8:30 AM

PO Box 10 • 508 E 4th St

Huntingburg, IN 47542

P 812.683.4122 • F 812.683.0012

I would like to change the Truck Route on Van Buren Street. As it stands now the truck route goes from HWY 64 to the North on Van Buren Street to 8th Street and then dead ends. I feel that this is not needed any more since the factory between Van Buren/Washington and 7th/8th has been torn down. I feel like the truck route should be from 6th to 7th street intersection so that trucks will be able to get to 7th street between Van Buren and Washington.

I would also like to change the Truck Route on Van Buren Street heading south from Old 231 to the first set of Railroad tracks. As it is now the truck route goes south from old 231 to the first railroad track and then stops. If the truck gets this far, they can't turn around anywhere so this would help clarify the truck route.

I have attached 2 maps that help see what I am proposing to do. The existing truck route is in blue. I have showed where I would like to end the truck routes on both projects.

This has become an issue for the police department when the train stops on the track on HWY 64 for an extended period.

Any questions please let me know.

Thanks
Jason





EXHIBIT C *BOPWLS* *9/5/19* *8:30 A.M.*

HUNTINGBURG POLICE DEPARTMENT
Arthur W. Parks, Chief of Police

503 E. 1st Street, P.O. Box 10, Huntingburg, IN 47542
Phone: 812-683-3003 - Fax 812-683-4503
hpdp@huntingburg-in.gov

TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered by and between the City of Huntingburg (hereinafter referred to as the "City") and INSERT OFFICER (hereinafter referred to as "**Officer**") and is effective as of the date it is signed by the last party signing it ("Effective Date").

RECITALS

WHEREAS, the City makes a substantial investment in both time and money by providing for the training and newly hired officers on its Police Department; and

WHEREAS, the City is entitled to expect reasonable return on such investments, in terms of commitment and devotion to duty of the prospective officer; and

WHEREAS, it has become more prevalent, with the advent of the transfer pension right pursuant to statute, for officers to leave the Police Department which has provided for their training prior to the expiration of a reasonable period of service:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Officer shall participate in such training as the City may reasonably request, which may consist of the Southwestern Indiana Law Enforcement Academy, located in Evansville, Indiana or the Indiana Law Enforcement Academy, located in Plainfield, Indiana, for a period of 17 weeks or any time frame designated more or less by the Indiana Law Enforcement Academy, and to successfully complete such training and obtain the necessary and appropriate certification. Upon certification, the Officer shall serve as a police officer for the Huntingburg Police Department, in any duty assignment prescribed. The Officer shall devote his/her full-time training and subsequent service and to perform all assignments in a satisfactory manner.
2. The City shall make available to the Officer the law enforcement training set forth above, and be responsible for and pay any related expenses in connection therewith, including food, lodging, equipment, and salaries on the premises while the Officer is in training, if required, and further, provide in-house training for the Officer during those periods of time that the Officer is employed with the City, but not attending the training academy.



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3. Inasmuch as the costs and expenses related to training the Officer are difficult to ascertain with any degree of certainty due to the continued change and increase in expenses, in the event the Officer's employment terminates for any reason, except as set forth in this Agreement, within 36 months after taking the oath of office, the Officer shall pay the City the sum of:
 - With less than one (1) year of service: Full amount of costs and expenses related to training.
 - With less than two (2) years of service: Half the amount of costs and expenses related to training.
 - With less than three (3) years of service: One third of the amount of costs and expenses related to training.

not as a penalty, but as agreed upon liquidation damages.
4. In no event shall liquidated damages, as set forth above, be assessed if the Officer fails to satisfactorily complete the police academy, or terminates his/her employment during the said thirty-six (36) months due to a disabling illness, or injury, verified by a competent physician reasonably acceptable to the City.
5. The exceptions as set forth in Paragraph (4) above shall not apply in the event that there is substantial evidence that the Officer has been dismissed as a result of misrepresenting his/her basic qualifications for employment, or has caused his/her dismissal, failure, illness or injury in an attempt to avoid payment of liquidated damages set forth above.
6. If the Officer fails to complete the law enforcement training described in this Agreement or fails to take the oath of office, the Officer shall pay the City a sum equal to amounts spent by the City on the Officer's hiring and training less any amount necessary to comply with federal, state, or local minimum wage laws.
7. The Officer acknowledges that he/she meets the following basic qualifications for employment as set forth below:
 - a. U.S. citizen;
 - b. High school Graduate (or equivalent);
 - c. Twenty-one (21) years old;
 - d. No felony or gross misdemeanor convictions;
 - e. Valid Indiana Driver's License;
 - f. Must pass Academy physical fitness exit standards;
 - g. Must pass written examination;
 - h. Must pass oral interview(s);



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- i. Must pass extensive background investigation;
 - j. Must pass psychological examination;
 - k. Must pass polygraph examination;
 - l. Must pass medical examination;
 - m. Must pass drug-screening test.
8. The Officer also represents and warrants that any information placed on his/her formal application or given to personnel conducting any background investigation is true, accurate and complete to the best of his or her knowledge and belief.
 9. In the event that the Officer is called to active military duty or is granted a leave of absence during any period of time contemplated by this Agreement, the term of this Agreement shall be extended accordingly.
 10. This Agreement is to be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between parties hereto, and each party acknowledges that there are no inducements, promises, terms, conditions, or obligations made or entered into other than those contained herein.
 11. Nothing in this Agreement shall be interpreted to create a contract for a specified period of time. The Officer may terminate his/her employment at any time, subject to the provisions of this Agreement, and the City may terminate the Officer's employment at any time subject to applicable statutory requirements and procedures.
 12. In the event the City is required to enforce any part of this agreement, the City shall be entitled to recover its attorney fees in addition to the other liquidated damages provided herein.

CITY of HUNTINGBURG , INDIANA

Police Officer Signature

By: _____

Printed Name

Printed Name

Its: _____

Date: _____

Date: _____