

THE BOARD OF PUBLIC WORKS AND SAFETY HELD ITS REGULARLY SCHEDULED MEETING FOR  
WEDNESDAY, APRIL 10, 2013 IN THE COUNCIL LOUNGE, SECOND FLOOR, CITY HALL

MEMBERS PRESENT

M. CELITA GREEN, VICE- PRESIDENT  
DWAYNE WILLIAMS, SECRETARY

MEMBERS ABSENT

NIQUELLE ALLEN, DIRECTOR

CLOTEAL LABROI, DIRECTOR, PUBLIC WORKS

*Meeting called to order at 10:07a.m.*

SWEARING IN OF FIREFIGHTERS

The following firefighters were sworn in:

Shawn Hendron  
Syenicka Jackson  
James Morris

C: Green: May I have a motion please to accept James Morris, Syneicka Jackson, and Shawn Hendron as City of Gary firefighters.

D. Williams: I make that motion that we accept all three candidates as Firefighters.

C. Green: Second. Are there any questions? All in favor, signify by the sound of aye.

2 Ayes

0 Nays

CLAIMS: SEE "EXHIBIT A"

D. Williams:

BOARD LISTING FOR APRIL 10, 2013

APPROVAL OF CLAIMS TO BE PAID ON APRIL 10, 2013

**GENERAL**

**\$ 236,378.77**

|                       |            |
|-----------------------|------------|
| EEOC HUMAN RELATIONS  | \$ 500.00  |
| YOUTH SERVICES BUREAU | \$ 3500.00 |
| COUNTY HEALTH         | \$ 1713.75 |
| PROTECTIVE SERVICE    | \$ 4991.11 |
| EMERGENCY SHELTER     | \$ 223.16  |
| COMP COURT            | \$ 564.95  |

|   |             |                      |
|---|-------------|----------------------|
| AMBULANCE                                 | \$ 392.76   |                      |
| LOCAL ROADS AND STREETS                   | \$37,657.42 |                      |
| MOTOR VEHICLE HWY                         | \$13,486.71 |                      |
| RECYCLING                                 | \$ 1068.25  |                      |
| HHS                                       | \$ 5934.27  |                      |
| PARK DEPT.                                | \$12,221.23 |                      |
| PARK ATHLETICS                            | \$ 402.00   |                      |
| VEHICLE AUCTION                           | \$ 2208.17  |                      |
| BIO-TERRORISM                             | \$ 1611.03  |                      |
| COMMUNITY DVLP                            | \$ 8630.65  |                      |
| MEDIA FUND                                | \$ 4042.78  |                      |
| CITY COUNCIL                              | \$ 360.00   |                      |
| WCI/UCI BENEFIT                           | \$90,787.76 |                      |
| FAIR HOUSING                              | \$ 173.11   |                      |
| <b>SPECIAL REVENUE</b>                    |             | <b>\$ 190,469.21</b> |
| <br>                                      |             |                      |
| <b>MARQUETTE PARK</b>                     |             | <b>\$ 216.85</b>     |
| <b>GOLF COURSE FUND</b>                   |             | <b>\$ 3108.97</b>    |
| <b>EMPOWERMENT ZONE</b>                   |             | <b>\$ 6862.35</b>    |
| <b>GEN FUND/ CASINO</b>                   |             | <b>\$ 1855.00</b>    |
| <b>ECONOMIC DVLP TRUST</b>                |             | <b>\$ 4335.72</b>    |
| <b>NEIGHBORHOOD STABILIZATION PROGRAM</b> |             | <b>\$519,339.14</b>  |
| <br>                                      |             |                      |
| <b>TOTAL TO BE PAID</b>                   |             | <b>\$962,566.01</b>  |

Madame Chair, I move that we approve the claim

C. Green: Second. Are there any questions? All in favor, signify by the sound of aye.

2 Ayes  
0 Nays

D. Williams:  
BOARD LISTING FOR APRIL 10, 2013  
RATIFICATION OF PAYROLL FOR APRIL 5, 2013

|                   |                       |
|-------------------|-----------------------|
| TOTAL PAYROLL     | \$1,496,298.37        |
| <b>TOTAL PAID</b> | <b>\$1,496,298.37</b> |

Madame Chair, I move that we ratify payroll for April 5, 2013.

C. Green: Second. Are there any questions? All in favor, signify by the sound of aye.

2 Ayes  
0 Nays

**CORRESPONDENCES AND AGREEMENTS**

**CORRESPONDENCE FROM THE HEALTH DEPARTMENT RE:** Professional Services Contract for Jennifer Goodman

D. Williams:

TO: BOARD OF PUBLIC WORKS  
FROM: SCHENELL MCCLENDON, ASSISTANT ATTORNEY  
DATE: APRIL 1, 2013  
RE: PROFESSIONAL SERVICES CONTRACT – JENNIFER GOODMAN

The Law Department has drafted the attached professional services contract between Jennifer Goodman and the City of Gary Health Department. The contract is for work to be performed between April 1, 2013 and June 30, 2013. Pursuant to the contract, the contractor will be paid for twelve (12) hours per week at twenty dollars (\$20.00) an hour for medical billing. In no event shall compensation to contractor exceed the sum of two thousand five hundred dollars (\$2,500.00).

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance of the contractor.

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: SHIRLEY HAWKINS – EXECUTIVE DIRECTOR, HEALTH AND HUMAN SERVICES  
DATE: APRIL 1, 2013  
RE: CONTRACT FOR JENNIFER GOODMAN

We are submitting for your approval the enclosed contract. It has been reviewed by the Law Department and is proper legal form. The contractor shall work 12 hours per week (12) at an hourly rate of \$20.00, not to exceed \$2,500.00. We are requesting that this be placed on the agenda for your next schedule Board of Works meeting.

**CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is effective as of April 1, 2013 by and between the City of Gary ...and Jennifer Goodman...

1. Scope of Services

The services to be performed by the contractor on behalf of the City are as follows:

- 1.1 Contractor agrees to be responsible for the timely submission of technical or professional medical claims to insurance companies including physician offices, hospitals, nursing homes, or other health care facilities.
- 1.2 Contractor agrees to review patient bills for accuracy and completeness, obtain any missing information and follow-up on unpaid claims within standard billing cycle timeframes.

- 1.3 Contractor agrees to check each insurance payment for its accuracy and compliance with contract discount and agrees to call insurance companies regarding any discrepancy in payments if necessary.
- 1.4 Contractor further agrees to ensure that all accounts are reviewed for insurance or patient follow- up and will use coded data to produce and submit claims to insurance companies.
- 1.5 Contractor also agrees to work directly with the insurance company, healthcare provider, and patient to process claims and obtain payment.
- 1.6 Contractor will review and appeal unpaid and denied claims and verify patient's insurance coverage.
- 1.7 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and that all provisions required thereby to be included herein, and hereby incorporated by reference.
- 1.8 Contractor shall perform this agreement as an independent contractor and shall not act as an employee of the City.

## 2. Term of Agreement

- 2.1 This contract shall be for a term commencing on the effective date and shall terminate on June 30, 2013...

## 3. Compensation

- 3.1 As compensation for satisfactory performance...city agrees to pay contractor \$20.00/hr for twelve (12) hours per week. In no event shall compensation exceed the sum of \$2500.00...

Madame Chair, I move for approval of the contract for Jennifer Goodman.

C. Green: Second. Are there any comments or questions? All in favor, signify by the sound of aye.

2 Ayes

0 Nays

**CORRESPONDENCE FROM THE PUBLIC WORKS DEPARTMENT RE:** Standard Utility Agreement with AT&T

D. Williams:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: CLOTEAL LABROI, DIRECTOR  
DATE: APRIL 8, 2013  
RE: STANDARD UTILITY AGREEMENT

The attached Standard Utility Agreement is between the City of Gary and AT&T. These utility agreements become important when cities are undertaking projects because it states that the utility, in this case AT&T, will assume full responsibility for their own utility lines including moving and relocation. If there are any questions, please contact my office.

D. Williams:

TO: CLOTEAL LABROI, DIRECTOR  
FROM: NORTH-WEST ENGINEERING CO, INC  
DATE: APRIL 3, 2013  
RE: CONSTRUCTION OF EAST RIDGE RD., PHASE 2  
CONNECTICUT STREET TO MISSISSIPPI STREET  
DES# 1172078-CONTRACT #R-34092: STP-N  
AT&T AGREEMENT

Enclosed are two sets of the Standard Agreements stating that AT&T will assume liability for making any utility adjustments, should they become necessary and requested by the Board of Public Works and Safety and assume their cost thereof. The agreement has been executed by AT&T. Following your review, please recommend acceptance and execution by your Board. Return one originally executed copy to our office for distribution to AT&T and INDOT.

#### **CITY UTILITY AGREEMENT**

The Board of Public Works and Safety of the City of Gary hereinafter referred to as the Board and AT&T & SBC hereinafter referred to as the Permittee, hereby agree that utility facilities' consisting of Transmission Lines for the Telephones located at the following described location- Ridge Road from Connecticut Street to Mississippi Street- are hereby granted permit to be located within the Right-of-Way of Ridge Road in accordance with the attached drawings. In consideration there of the Permittee hereby agrees to abide by and conform to the following terms and conditions:

1. The above- described utility facilities to be retained installed, adjusted or relocated on, over, along, or under the street within the Right-of-Way limits will be located and accommodate in a manner that will not impair the planned construction for widening and Reconstruction of Ridge Road Improvement Project, Phase 2 Construction...

Madame Chair, I would like to make a motion for the Board to accept the Standard Utility Agreement with AT&T.

C. Green: Second. Are there any comments or questions? All in favor, signify by the sound of aye.

2 Ayes  
0 Nays

#### **CORRESPONDENCE FROM THE PUBLIC WORKS DEPARTMENT RE: Upcoming Road Closures**

D. Williams:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: SAM SHAPIRA, CIVIL ENGINEER  
RE: STREET CLOSURES- US 12/20 IMPROVEMENT PROJECT  
DATE: APRIL 9, 2013

Attached hereto is an e-mail from Kim Eaton from INDOT, LaPorte District, requesting to close the following streets:

- Virginia Street between 4<sup>th</sup> Ave. and 5<sup>th</sup> Avenue.
- Buchanan Street between 4<sup>th</sup> Ave. and 5<sup>th</sup> Avenue.

The duration of the closure will be [between] 4-7 days per street starting April 11<sup>th</sup>. Traffic Control will monitor the activities and will inform the emergency agencies of the impending closure. Traffic will be detoured to the adjacent streets. Detour signage and barricades will be posted. I respectfully request the Board of Public Works and Safety to approve this request.

Attachments:

1. E-mail from Kim Eaton, INDOT, La Porte District
2. Traffic closure/ Restriction form

Madame Chair, I request that we approve the street closures for the US 12/20 Improvement Project.

C. Green: Second. Are there any comments or questions? All in favor, signify by the sound of aye.

2 Ayes

0 Nays

**CORRESPONDENCE FROM THE PUBLIC WORKS DEPARTMENT RE: Contract with KONE**

D. Williams:

TO: BOARD OF PUBLIC WORKS AND SAFTEY  
FROM: RICHARD LEVERETT, ASSISITANT CITY ATTORNEY  
DATE: APRIL 10, 2013  
RE: PROFESSIONAL SERVICES CONTRACT-KONE INC.

The Law Department has drafted the attached professional services contract between KONE, Inc. and the City of Gary. The contract is for continual elevator and escalator maintenance at all city properties to be performed beginning on April 10, 2013 and ending on April 30, 2014, if not renewed be the city. Pursuant to the contract, the contractor shall be paid an amount not to exceed thirty-eight thousand, eight hundred twenty dollars (\$38,820.00). The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance the performance of the contractor.

1. Scope of Work

The services to be performed by the contractor on behalf of the City are as follows:

- 1.1 Contractor, under the direction of the City's Department of Public Works, or other designated supervisory personnel, shall diligently perform the services as described in Attachment A...

| Location Address   | Elevator          | Escalator    | Monthly Pricing              | Annual Pricing               |
|--|-------------------|--------------|------------------------------|------------------------------|
| City Hall. 401 Broadway                                  | 1 Pass            |              | \$293.00 (1)                 | \$3516.00(1)                 |
| PSF. 555 Polk Street                                     | 3 Pass<br>1 Hydro |              | \$293.00 (3)<br>\$115.00 (1) | \$3516.00(3)<br>\$1380.00(1) |
| City Hall Annex<br>839 Broadway                          | 1 Pass<br>2 Hydro |              | \$293.00(1)<br>\$115.00(2)   | \$3516.00(1)<br>\$1380.00(2) |
| Railcats Stadium<br>1 Stadium Plaza                      | 2 Hydro           |              | \$115.00(2)                  | \$1380.00(2)                 |
| Gary Health Department<br>1145 W. 5 <sup>th</sup> Avenue | 1 Hydro           |              | \$115.00(1)                  | \$1380.00(1)                 |
| Genesis Convention<br>Center<br>I Genesis Center Plaza   | 2 Hydro           | 2 Escalators | \$115.00(2)<br>\$425.00(2)   | \$1380.00(2)<br>\$5100.00(2) |
|  |                   |              |                              |                              |

The term of this agreement will be for a one year period starting on April 11, 2013. There will be options to renew for two additional one (1) year periods.

Madame Chair, I would like to make a motion to accept the contract that has been approved by the legal department for KONE, Inc. for professional services.

C. Green: Second. Are there any questions? Madame Director, I do have a question. Will we be doing the Hudson Campbell and the Metro Center separately?

C. LaBroi: The Metro Center, they paid out of their funds for the maintenance of that elevator so we didn't have to include that and we can get the Hudson Campbell added to it.

C. Green: Any other questions? All in favor, say aye.

2 Ayes

0 Nays

**CORRESPONDENCE FROM COMMUNITY DEVELOPMENT RE: Request to Transfer Property**

D. Williams:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
 FROM: COMMUNITY DEVELOPMENT  
 RE: TRANSFER OF PROPERTY  
 DATE: APRIL 8, 2013

The City of Gary Community Development Department hereby requests Board approval for the transfer of parcels located at 4259 Jefferson Street from the City of Gary Community Development Department to the City of Gary. Attached, you will find a Quit Claim Deed for your execution in this matter.

At this time, I would like to make a motion to accept the transfer of property from Community Development (to the City of Gary).

C. Green: Second. Are there any questions? I do have a question. Is there anyone here from Community Development/ Redevelopment? The memo doesn't state the purpose of the transfer. I would like to know the purpose. So can we modify the motion that we would pass it pending some type of communication on the purpose of the transfer?

D. Williams: I would like to modify my motion to include that the approval of the transfer of the property from Community Development to the City of Gary would be contingent upon some notice from the Community Development Department identifying the nature of the transfer.

C. Green: Second. Any questions? All in favor, signify by the sound of aye.

2 Ayes

0 Nays

**CORRESPONDENCE FROM THE TRAFFIC DEPARTMENT RE: Request for Approval of Disabled Signage**

D. Williams:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: SAM SHAPRIA, CIVIL TRAFFIC ENGINEER  
DATE: APRIL 9, 2013  
RE: REQUEST FOR DISABLED AND /OR RENEWAL PARKING SIGNS

The below- named parties have requested either a disabled sign to be placed in front of their property or the renewal of a disabled sign that was placed in front of their property. As a result, the Traffic Department conducted a thorough investigation to determine the validity of the request as well as the need.

Subsequently, these parties have satisfactorily complied with the prescribed regulations as outlined in the City of Gary Ordinance Number 40.324 and we recommend approval.

The requests are valid for one (1) year and have to be renewed annually following the same procedures as outlined in ordinance number 40.324.

New:

Name: Dana Evans  
Address: 3709 Madison St.  
City, State, Zip: Gary, IN 46408



Madame Chair, I make a motion that we approval for the disabled parking signage for Dana Evans.

C. Green: Second. Are there any questions? All in favor, signify by the sound of aye.

2 Ayes

0 Nays

C. Green: May I have a motion to adjourn this meeting?

D. Williams: Motion to adjourn.

C. Green: Second. It's been moved and properly second that the meeting for the Board of Public Works and Safety for April 10, 2013 be adjourned. Ordered and so moved.

**BOARD OF PUBLIC WORKS AND SAFETY**

---

NIQUELLE ALLEN, PRESIDENT

---

M. CELITA GREEN, VICE PRESIDENT

---

DWAYNE WILLIAMS, SECRETARY

ATTEST:

---

CLOTEAL LABROI, ESQ., DIRECTOR  
BOARD OF PUBLIC WORKS AND SAFETY  
**APRIL 10, 2013**

