

February 21, 2022

The Board of Public Works & Safety met on Monday, February 21, 2022, at 10:00 a.m. in the Marion City Council Chambers. Present were Alex Huskey, Janice Adams, Cindy Cunningham, Brian Flynn, Linda Wilk, and secretary to the board.

Motion to approve the minutes for February 7, 2022 with the addition of the three votes that were taken regarding the Owl- Brian Flynn; seconded Cindy Cunningham.

**Alex Huskey abstained.**

#### **Marion Police Department-S.O.P. Change**

Jared Reel informed the board that the S.O.P. was changed a few years ago. The form that is used is what was changed. On the first page age, male and female was added and removed the address. The address is already in the report. The second page it says force used by employee it says electronic tool. That has been updated to conducted energy weapon which is the Tasers. There are two ways to utilize the Taser which is the probes or the drive stun. The old use of force in the same section it says maximal and neck restraint. All neck or chokes have been removed from the S.O.P., maximal restraint was removed because it is unclear of what it is. Alex Huskey asked if there has ever been a challenge on non-binary from the LGBTQ community. Jared Reel stated no. Jared Reel stated he will add other to it. Alex Huskey asked how this report is used to generate new training ideas or policy in the future. Jared Reel explained that anytime a use of force is used the report is turned in so it can be documented as to what is used most. What is working and what is not working so then it can be updated as what is being seen on the streets.

**Motion to approve changes to the S.O.P form changes- Linda Wilk; seconded Brian Flynn. Motion carried.**

#### **Marion Fire Department- Promotion**

Chief Paul David stated that Justin Plank was the assistant Chief of the Marion Fire Department and he went back to the truck. Brandon Eckstein who has seventeen years of service on the department. He and handled the K-9 Program (Jersey). Jersey was the arson K-9 that was on the department. Jersey is now retired because of hip dysplasia. Brandon Eckstein also kicked off the Fire Marshal Program. **No action taken on the promotion.**

#### **Marion Fire Department- Protocol for Naloxone**

Chief Paul David explained to the board that Marion Fire Department received a grant for Naloxone. It is used for opioid overdose. Naloxone is used the same way as Narcan, it can reverse the effect of an opioid drug. This policy has to be passed in order for the Fire Department to administer the drug to people they may encounter. Training has been completed with Marion General Hospital David Baird. Alex Huskey asked if this has been ran through risk management. Paul David said you cannot be effected by this drug other than reversing the opioid use. Alex Huskey said he asked that question publicly because there is often some concern.

**Motion to approve the Protocol for Naloxone- Linda Wilk; seconded Cindy Cunningham. Motion passed.**

#### **Marion Fire Department- Change to Resolution 3-2019 (Fire Marshal Program)**

Deputy Fire Chief Brandon Eckstein explained to the board that the Indiana Law Enforcement Academy has changed their procedures for accepting people for the forty hour pre-basic. Special Deputy, Special Officers were accepted at that time but they have changed it to where you have to be a reserve officer or a full time officer with a department. Assistant Chief Eckstein said he is asking that the wording be changed from "Special Deputy to Reserve Officer" so the future promoted fire marshals can do the forty hour pre-basic course through Marion Police Department. On page further promoted fire marshal's was added. The new fire investigator has not been able to do the fire marshal program because of the new requirements. "Special Deputy" to Reserve Officer was changed on page 1. On page 3 under the MFD Fire Marshal program numbers 4 and 7 was changed from "Special Deputy to Reserve Officer". Under policy letter A "Special Deputy to Reserve Officer", letter "F" "A Reserve instead of Special Deputy." Linda Wilk asked if the only true change was the name so the training can be done. Alex Huskey stated that reserve officer does not exist under the current policy. Police Chief Haley said there is not currently a reserve program for police. It will be extended to the Fire Department. Alex Huskey asked if the police policy will be changed to reflect reserve officer at well. Chief Haley said they will review the policies and anything that needs to be changed will be changed.

**Motion to approve the changes to Resolution 3-2019- Brian Flynn; seconded Cindy Cunningham. Motion carried.**

#### **City of Marion- Public Hearing**

Janet Pearson informed the board that properties being presented are vacant lots.

1705 S. Boots St- \$800

2708 and 2714 S, Boots St- \$1,600.

1116 S. Branson St- \$800

1818 S. Brownlee St- \$800

708 S. "G" St- \$800

2519 and 2525 S. Gallatin St.-\$800

2017 S. Meridian St-\$800

1720 S. Washington St.-\$800

Brian Flynn asked why 2519 and 2525 S Gallatin Street is \$800 when the other two parcels are \$1,600. Janet Pearson explained the value is a little different because the lot sizes may be smaller. Alex Huskey asked what size the lots are. Janet Pearson did not have that information.

**Motion to approve the sale of 1705 S. Boots, 2708 and 2714 S. Boots, 1116 S. Branson, 1818 S. Brownlee, 708 S. "G" St, 2519 and 2525 S. Gallatin, 2017 S. Meridian St., and 1720 S. Washington - Cindy Cunningham; seconded Brian Flynn. Motion carried.**

#### **Marion Utilities- Resolution 2-2022**

Attorney Michael Conner explained that when there are properties that can be used and they have back taxes the commissioners can transfer the tax certificates to the City of Marion. The commissioners give the city the tax certificates. The city then gives notice to the property owner and they have a year to redeem the property. If they do not redeem a tax deed can be issued and the property titled to the city of Marion. Then the Mayor will quit claim deed the property to the utilities. The utilities always does a quiet title action giving anyone who has an interest to come forward. The properties today are 2002 S. Clark St. and 2010 S. Clark St. The utilities is looking to do some underground things as part of the long term control plan. It is part of separating the

sanitary from the storm water so there is not pollution pumped so much into the river. It will be a nice green space when it is all done. Cindy Cunningham wanted everyone to know that any time the utilities has done anything like this they always take very good care of the property and it will be an asset to the neighborhood.

**Motion to approve Resolution 2-2022- Janice Adams; seconded Cindy Cunningham.**

**Motion carried.**

**S.O.S- 1501 S. Adams St.**

Bill Munn explained to the board that S.O.S. is an affiliate of Indiana Landmarks. It is the identification and restoration if possible of historic properties. They educate the community and state on architectural history. The goal is to save what can be saved. First Friends Church may be one of the first religious structures in Marion. This property is the site of a weigh station as part of the Underground Railroad. The building was designed by Samuel Plato in 1914. There are seven existing buildings in Marion that are documented Plato buildings or a tributed Plato building. Bill Munn stated he wanted to report on the condition of this property. S.O.S. is trying to save the building. There is a care taker of the building but there is breakage of windows and some are not covered. There is water leakage in the tower area but not in the sanctuary. The windows that are in the building were part of the Plato project. Plaster is coming down. All of the woodwork and cabinetry is Plato's work. It is believed that the addition was added in 1961. The owner has been contacted and is aware of the condition of the building. S.O.S as well as other parties are interested in the project. It would be the South Washington Development Project. This is not only to preserve the architecture but to up lift the whole neighborhood. S.O.S. would like to use the church as the center piece. The hope is to restore the property as a community center and a cultural center. Alex Huskey stated that the owner is out of state but has been asked to come before the board. One of the challenges of this property is it is "dedicated" as a religious facility, or house of worship with the intent that it will be utilized as a place of worship. The challenge is the claim is that they have prayer meetings on the sidewalk of the location. Therefore, keeping it in play as a house of worship. This structure poses a number of risk to the community if nothing is done with all properties that have been abandoned and left to deteriorate we will have to take some action at some particular point in time to determine whether or not this is truly being used as a place of worship. Alex Huskey informed the board that the intent was to have the owner come today to prove that they are using it as a place of worship but seeing as they are not here we will go to the next steps in making sure they appear before this board in the future. Linda Wilk asked if there was any consideration to have the owner appear by ZOOM or any other electronic format. Bill Munn stated that when they spoke with her last week she expressed she would attend the meeting. Dave Homer said they just want to make sure the city keeps the pressure on the owner of the property to realize the significance of the history of it, number on, number two that anything she could do to protect the building or the Board of Works could do to help maintain the building to a point where we could possibly utilize this facility in the future as a cultural location honoring Samuel Plato. Dave Homer informed the board they are working with a couple of people for a grant through Ocra. Alex Huskey said there are to challenges with this, the owner has an inflated sense of value to this property now, and then one of the individuals that was involved in a dispute over this property suddenly passed away last week. Linda Wilk asked Jerry if he has inspected it and if there is something that can be done now. Jerry Foustnight said a couple of years ago an unsafe structure on the building itself. There

has been conversations with the owner and the assessor's office. There was a fence put up around to kind of keep people from going in but we are kind of at a standstill.

### **Building Department- Demolitions**

Jerry Foustnight said all of these properties are in the CREeD District. The CREeD Board voted to funds to the building department to use for blighted areas within the CREeD District.

**1011 N. Meridian St.** - Jerry Foustnight stated this property is in disrepair. It has become a place for people to dump trash. The city has cleaned the property on numerous occasions. The picture indicate all of the debris that have been dumped. There have been reports of people in and out of this property.

**Motion to approve the demolition of 1011 N. Meridian St. –Brian Flynn; seconded Cindy Cunningham. Motion carried.**

**1015 N. Meridian**-Jerry Foustnight stated there were quite a few people that had an interest in this property. Notices were sent to everyone with an interest and they were returned to us. There has not been any communication with the property owner.

**Motion to approve the demolition of 1015 N. Meridian St- Linda Wilk; seconded Janice Adams. Motion carried.**

**1017 N. Meridian**- Jerry Foustnight informed the board that all of the required steps of the procedure. The pictures indicate the condition of the property. This property is located next to the other two properties on Meridian St.

**Motion to approve the demolition of 1017 N. Meridian St.-Janice Adams; seconded Cindy Cunningham. Motion carried.**

**522 E. Wiley**- Jerry Foustnight said this property is in the CREeD district. The certified letters were sent out but they were returned. Letters are certified and first class. It is assumed that if they don't sign for the certified letters that at least the first class mail was delivered.

**Motion to approve the demolition of 522 E. Wiley-Cindy Cunningham; seconded Brian Flynn. Motion carried.**

**528 E. Wiley**- Jerry Foustnight said notices were sent to the parties with an interest and the certified mail was returned. The funds being donated will be used to demolish this structure also.

**Motion to approve the demolition of 528 E. Wiley- Janice Adams; seconded Brian Flynn. Motion carried.**

**532 E. Wiley**-Jerry Foustnight informed the board that the pictures that were given show the state of the property is next to the other properties in the CREeD district that have been approved for demolition. Notices were sent to the parties with an interest, two of the three notices were not signed for. The one that was signed for was by the bank.

**Motion to approve the demolition of 532 E. Wiley- Brian Flynn; seconded Cindy Cunningham. Motion carried.**

Alex Huskey asked Jerry to provide the board with an update on the properties that have been mention before like the property on Hamaker and a couple of the other properties. Jerry Foustnight informed the board that is receiving three estimates for the removal of the properties in the CREeD district. This will make it quicker for us. Linda Wilk asked if the CREeD District has ever done this before. Jerry Foustnight said no this was the first time we have asked the CREeD board for funds to help with demolitions.

### **F.O.P. Grievance**

Nick McPike: Hello board, I am Nick McPike the president of the F.O.P and the is trustee Cody Weigle, he is from the F.O.P. as well. We are here to discuss our grievance that we filed with the city. First of all does everybody have a copy of that grievance and all of the attachments included? And then, would the board like for me to read the grievance for the record?

Alex Huskey: I don't know that we necessarily need to read the grievance but for you to read the grievance. Hopefully the board has read the grievance. We have all had it in our packet so if you could just explain to us the nature of why you feel that this grievance is valid.

Nick McPike; Sure, absolutely. So, there was an ordinance passed last week or maybe it was a couple of weeks ago by the city of Marion, Marion council, or the Mayor and the Common Council. It was city ordinance number 1-2022 and 2-2022 that indicated a five percent (5%) raise for all city employees including those who are in active bargaining units. And Ordinance 1-2022 the position of captain within the fire department received a raise higher than five percent (5%). But when you look at the ordinance it is broken down into a bi-weekly pay-rate so it is kind of confusing as to what the actual numbers are but the total amount of the grievance or the total amount of the increase was \$5, 283.72. That salary increase is approximately ten and a half (10.5%) and according to section or article 47.5 of the agreed upon F.O.P. contract with the city any time a bargaining unit or organization receives more than \$250 during the terms of this signed agreement the member of the F.O.P. shall also receive that same salary increase. Uh, attached you will find copies of the city ordinances that were passed and also one from 2021 to show the pay difference between the fire department captains and the, this newest ordinance that was passed and then attached is a copy of the F.O.P. contract uh with the violated section and then the Chronicle-Tribune article uh stating that the fire captains had received the higher raise. What the F.O.P. is asking for is that all members of the F.O.P. Lodge shall receive the additional \$2,600. That is the pay difference between the five percent (5%) between what the captains received, and receive the difference in back pay from the date indicated on the ordinance which is December the 19<sup>th</sup> 2021. And then I also have for you if you would like it the salary spreadsheet of what it would be. I have the 2022 spreadsheet and then what it would be with the additional \$2,600 if you, if you all would like that.

Alex Huskey: Yes. Mr. McPike what measures have been taken to resolve this matter with the city?

Nick McPike: Well if you review your grievance according to the grievance procedure within the F.O.P. there's certain chain of command if you will that this grievance has been processed through and it started with the immediate supervisor and then has gone to the deputy chief, and then the chief has signed off and then now it has gone to the Board of Works. Um, the there's also an outline of what the grievance procedure is and the grievance form, and how that takes affect and the certain time lines and dates that are important as well.

Alex Huskey: Mm. Hmm. Okay. Thank you. I noticed that the mayor is present uh and just wanted to see, Mr. Mayor if you would has then matter been brought to your attention before this date?

Mayor Jess Alumbaugh: Not before the grievance.

Alex Huskey: And I also noticed that we have our representative from the city council present in this meeting. Councilwoman Fouce has this matter been brought to your attention prior to this meeting today?

Councilwoman Fouce: No not formally?

Alex Huskey: Not formally or not at all?

Councilwoman Fouce: No not formally. I am aware that there was a grievance based on reading the Board of Works information.

Alex Huskey: Okay. Thank you.

Nick McPike: Mr. President Huskey I would like to add to that those members are not included in our grievance procedure and that they would not need to be included in this.

Alex Huskey: Right. No, no, I am keenly aware of that. I just wanted to know who all was aware of this being an issue before.

Nick McPike: Okay.

Alex Huskey: Questions from the board members? Alright, no questions from the board members.

Brian Flynn: I, I do have. I am just trying to figure out how to frame this Alex. Um...

Alex Huskey: Okay.

Brian Flynn: From the information I have read it appears that the additional increase in the salary was based on position and responsibilities. Not a general increase. There are differences in the wages based on responsibilities, positions, all the way up from probationary all the way to fire chief. Um it appears that this was an effort to recognize for those captains who are in the bargaining unit that, that position should be recognized because of the responsibilities and duties with an additional increase in the salary. As a one-time adjustment as I understand it (inaudible). Um, is it, is it the um unions position that any time any position receives an increase of salary for any reason that that should apply to every employee.

Nick McPike: Well according to, you had just said it yourself that the fire captains are included in their bargaining unit which is recognized by the city. And if you had read the 47.5 of our agreement that uh any other city of Marion employee bargaining unit or organization receives a wage or salary or benefits that exceed \$250 during this agreement that same increase shall automatically be given to all of the members of the F.O.P. So since they're included in their bargaining until then that would also mean that that would also translate to us.

Brian Flynn: So I guess another clarification since this increase was, the one in question was only to the captains should this apply only to the captains within the other department?

Nick McPike: Well according to our agreement it should apply to all members of the F.O.P.

Brian Flynn: So any time anyone receives any kind of monetary compensation to their wages

Nick McPike: More than \$250 shall automatically be given to the F.O.P.

Brian Flynn: More than \$250...Okay.

Janice Adams: I just have a question.

Nick McPike: Yes, Ma'am.

Janice Adams: Again, now I know you have said it but was this tried, did you try to resolve this before the grievance? Maybe you answered and I just didn't hear it.

Nick McPike: Well the grievance is trying to resolve it, yes. So, um the uh, uh our grievance procedure starts at the lowest man and then it goes up to the highest ranking official. So this is our, I guess resolution to this grievance that we have so this would be the first step.

Janice Adams: Okay.

Alex Huskey: Mm hmm. Brian did you have further?

Brian Flynn: I guess I am still trying to to clarify and for my own reasoning that if a captain receives an increase every employee in the bargaining unit should receive an increase as well. Not just those who are within that same rank.

Nick McPike: That is correct.

Alex Huskey: And I understand that you're basing that upon the language according to the mutual agreed upon F.O.P. contract any recognized bargaining unit that receives a pay a raise more than \$250 during the terms of this agreement, members of the F.O.P. shall receive the same salary increase.

Nick McPike: Yes, the exact language is in section 47.5.

Alex Huskey: Right.

Nick McPike: Yes.

Alex Huskey: But I am saying that's what you are basing it on.

Nick McPike: Yes. Then on the grievance review procedure there is a sections of the agreement that have been violated and that (inaudible) the title of the article and then the section of the article of where it is at.

Alex Huskey: Alright. So, I believe it is probably safe to say that there could potentially be a resolution today. There could, this matter may need to be taken under advisement for further uh to have the hearing with all parties making sure that all parties have their fair share of stake in this and but there is a time limit and a time window in which this may occur.

Nick McPike: Yes and that would be Saturday, February the 26<sup>th</sup> is when a decision would have to be made by the board according to our agreed upon grievance procedure.

Alex Huskey: Yes. Is that five business days or five calendar?

Nick McPike: It is five calendar days.

Alex Huskey: Okay, it doesn't explicitly state (inaudible) five days and most of the time when it says five days it usually means five business days.

Nick McPike: If you review step five of the Board of Works Public and Safety the bottom sentence it says the where the last sentence it says the Board shall either respond to the grievance within ten calendar days following the receipt of the grievance or schedule a grievance hearing and then respond to the grievance within five calendar days.

Alex Huskey: Right. Alright so the pleasure of the board I would entertain a motion.

Attorney Tom Hunt: Mr. President I would like to speak on behalf of the administration.

Alex Huskey: Yes, sir. Although we know who this is speaking, sir for the matter of record just would you please state your name and purpose for speaking before the board.

Attorney Hunt: Sure, I'm Thomas Hunt. I am corporate counsel for the city of Marion. And I am here to respond on behalf of the administration to the grievance and the comments made by Mr. McPike. I appreciate the opportunity to talk to you about this and hopefully clar, clarify some things. I have handed to you a copy of article 47.5 uh that is really the most important point that you need to consider. And in my opinion this is a very easy decision to make and let me tell you why. Language used in a contract is important. The reason it is important is because it signifies the nature and extent of the party's agreement. And when parties sit down together and reach an agreement on a contract they each have an expectation that the language used that has been agreed to will be enforced. Now, the law of contract interpretation is pretty much based in common sense. Whoever is doing the interpreting whether it be a court or here today (you) you are to give the fact to the plain and ordinary meaning that the party's agreed to. You're not allowed to rewrite a contract. You're not allowed to wonder what they meant by this or that if it is plain on its face and I don't know how more plain this language could be. The rule for contract interpretation uh is such because to do otherwise would mean that you would violate the right of one party simply because another party had second thoughts about the language used or felt that they they don't like that anymore. And you can't do that. You've got, you've got to give effect to the ordinary language that the party's used. So what I would like for you to do is take a look at

47.5 and you will see in the first two lines it is mutually agreed that in the event that any other city of Marion employee bargaining unit or organization receives and increase that exceeds \$250 the entire F.O.P. gets it. If the intention of this is Mr. McPike is suggesting that any employee who gets a raise goes to everybody then the party's would not have put the phrase employee bargaining unit or organization in there. They would have just left it as any other city of Marion employee gets a raise. What what the F.O.P. is suggesting to you today is to ignore the plain and ordinary meaning of bargaining or organization and rewrite this contract in a way you're not permitted to do it. The fact is fire captains received a bump over and above the five percent raise that everybody in the city got because there was a feeling that there needed to be more ground between the captains and the next lowest position in the fire department. It is an effort to bring them up in accordance with their responsibility. The bargaining unit did not get. An organization didn't get it. It is just a few folks within a bargaining unit that got that extra bump. And to do what the F.O.P. is suggesting you should do here today is rewriting the contract and it takes away the benefit of the bargain that they reached when this language was used. And to do that would make this clause say something it doesn't say. So, that is my point.

Nick McPike: I have something to add to that. If you are ready.

Alex Huskey: Just a second. Judge Hunt. And I cannot help myself, I am bound by protocol and history. As I read this then is there and I understand the desire to give a part of the bargaining unit or a member of the bargaining unit a little bit of a bump because of some inequities uh cause certainly I understand inequity in pay. But as we look through this this was done transparently and above the board in other words everybody knew that this was happening when it was happening. Is that correct?

Attorney Hunt: It was discussed during the last bargaining session with the fire department and the concern then was that the captains with a significant amount of responsibility more so than the next lowest rank were being paid almost equally to that next lowest rank. There were a few dollars difference but not a lot. And so it was felt that to recognize that extra responsibility they needed to get a bump.

Alex Huskey: So I, I guess my let me go back and rephrase this. My question is was there consideration of the inequities in the police force as the same if so for example if there is a rank structure in the police force were that same inequity existed was there consideration to police looking at that inequity there?

Attorney Hunt: There would be consideration if that were brought to the table but it has not been.

Alex Huskey: Okay.

Mayor Alumbaugh: Hey Alex. I have had this conversation with Chief Haley shortly right after I talked to Chief David. I said hey take a look at look at your pay and see if there are any discrepancies that (inaudible) interested as far as chain in command and hopefully she will be getting back with me. I am not big on the me too clause that is just (inaudible). If it is good for fire it is good for police and vice versa. I said that in the council meeting a month or so ago. Um we want to get it right and there is jobs that have more importance then let's take a look at it and get with the chief and figure where are we is there enough difference in the pay that that is legit. I don't think you should just get a new title if you are taking on more responsibility there should be a financial pay back on that as well. So Chief Haley is looking into that and will let me know what she thinks (inaudible) the address that.

Alex Huskey: Thank you Mr. Mayor. Mr. McPike.

Nick McPike: Yes sir. Well first off we're not trying to rewrite the language here. That is something we would not do with the board. That is something we do with the mayor and his



administration. What I would like to present to you is a copy of the fire department's contract which I believe is Fire Fighters Local 676 and if you review article 24 as out of classification pay. I will just go ahead and read that for the record in the event the city elects to make to a temporary assignment for the purpose of filling a vacancy within the bargaining unit any employee assigned to work in such higher paying job classification for twelve or twenty four more hours shall be paid at the appropriate rate for such higher classification. The city may assign bargaining unit employees to work at higher pay (inaudible) job classification employee shall not refuse this assignment (inaudible) be a paying to a higher paying job classification. Through the police department you cannot move up in ranks without a promotion. So what essentially this is saying is that if there is a vacancy to be filled then subordinate member can move up into that position and receive the benefits of the higher pay of that position. Within the police department you cannot do that. There are certain minimum requirements that we have within the police department so essentially what this is saying and what we are trying to argue is that everyone in the fire department could potentially benefit from this uh pay increase just to the fire captains which would also give us the right as F.O.P. members to also enjoy that increase as well.

Alex Huskey: Thank you for your analysis.

Attorney Hunt: But they have to. He used the word potential. (inaudible) It is not the intention to do that. The fact is they are attempting to rewrite this contract by removing the language bargaining unit or organization. And you have to remove those words in order to get where they want you to go. If you leave those words in there it's clear and unambiguous that it has to be given to a bargain unit or an organization not individual members. And so they are attempting to rewrite this contract because they want you to remove those words from this contract and the administration objects to that. We agreed to this. They agreed to it and if you take those words out then you have violated the benefit of our bargain at the time this contract was agreed to.

Nick McPike: We are not trying to remove that from the language. What we are trying to argue is the fact that people on the fire department could benefit from that as well. We are not trying to take that out of there.

Attorney Hunt: Well you have to take it out in order to get to where you're going. You can't leave it in there and have it both ways. Those words have to come out in order to get where you are going.

Alex Huskey: And I certainly appreciate both points of view and thank you for sharing those points of view. Umm is there any additional information to be shared about this matter.

Attorney Hunt: No sir.

Nick McPike: No sir.

Alex Huskey: Okay, thank you. The board certainly has an awesome task in this, in reviewing this matter and making a decision before the 26<sup>th</sup>. Umm not a decision that should be taken lightly. Umm and I would also like the record to reflect when we did approve the fire contract one of the questions that was asked of Chief David at the time was, was there any potential inequities that would exist uh because there wouldn't necessarily uh those (inaudible) matter should be cleared up before that contract was approved. So, we have a lot to consider. I would just entertain a motion for the board to take this under advisement uh until the specified time then we will render our findings.

**Motion for the board to take this under advisement- Cindy Cunningham; seconded Janice Adams. Motion carried.**

**Public Comment**

No public comment.

**PAYMENT OF THE BILLS- February 21, 2022**

**Motion to approve payment of the bills for February 21, 2022- Brian Flynn; seconded  
Cindy Cunningham Motion passed.**

Motion to adjourn- Cindy Cunningham; seconded Brian Flynn

Meeting adjourned.

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Alex Huskey- President  
Board of Public Works & Safety

ATTEST:

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Aisha Richard- Secretary  
Board of Public Works & Safety