BOARD OF PUBLIC WORKS & SAFETY
DECEMBER 9, 2004 MINUTES

Mayor Charles Henderson called the meeting to order at 8:35 a.m.

PRESENT:	Board members Warren Beville, Mayor Henderson, Kevin Hoover; Clerk-Treasurer Jeannine Myers; City Attorney Shawna Koons-Davis; and Director of Engineering Paul Peoni.

Mr. Beville moved to accept the minutes of the November 18th session as presented. Second by Mr. Hoover. Vote: Ayes.

Kendric Haslett of C.P. Morgan came forward on behalf of Timber Valley, Section One to ask for acceptance of the improvements, acceptance of maintenance and performance bonds, and execution of the plat. Mr. Peoni confirmed that all improvements being asked for acceptance appear to have been satisfactorily installed. The amounts and the form of the bonds are correct. The plat needs minor revisions, which the developer is working on. Per Mr. Peoni's memo, Mr. Hoover moved to:

1) Accept the sanitary sewers at Timber Valley, Section One.
2) Accept three (3) year maintenance bond #5014382 in the amount of $72,588 for the sanitary sewers at Timber Valley, Section One.
3) Accept the stone sub base, asphalt base, asphalt binder and concrete curbs (streets) at Timber Valley, Section One.
4) Accept three (3) year maintenance bond #5014381 in the amount of $115,502 for the stone sub base, asphalt base, asphalt binder and concrete curbs (streets) at Timber Valley, Section One.
5) Accept performance bond #5014194 in the amount of $80,000 for the installation of the asphalt surface and tack coat at Timber Valley, Section One.
6) Accept the dirtwork and storm sewers at Timber Valley, Section One.
7) Accept three (3) year maintenance bond #5014383 in the amount of $189,079 for the dirtwork and storm sewers at Timber Valley, Section One.
8) Accept performance bond #5014192 in the amount of $135,000 for the installation of the sidewalks at Timber Valley, Section One.
9) Accept performance bond #5014193 in the amount of $15,000 for the installation of the signs & monuments at Timber Valley, Section One.
10) Execute the plat, all subject to:
    a) Final review and approval of the plat by the Engineering and Planning departments.
    b) Payment of the balance of Inspection & Testing fees, if applicable.
    c) Receipt of final mylar as-builts.

Second by Mr. Beville. Vote: Ayes.

For Greenwood Springs, Block 1 Harry F. Todd asked for acceptance of improvements, acceptance of maintenance bonds, acceptance of performance bonds, and release of performance bonds. Mr. Todd described a sanitary sewer maintenance bond that expired in 2003, a bond for repair of Emerson Avenue that was posted before the City's reconstruction project, and a sidewalk bond along Emerson Avenue. The collector road on Wilson Drive has been put in except for the asphalt surface, he added, so they are asking to reduce that performance bond from the $253,000 down to the $21,108 calculated by Mr. Peoni for the asphalt surface. The interior drives are also finished except for the asphalt surface, so they are asking to reduce the $125,500 bond to $13,896. Mr. Hoover, citing the memo from Mr. Peoni, moved to:

1) Accept the stone base, asphalt base asphalt binder and concrete curbs (streets – Wilson Drive) at Greenwood Springs, Block One.
2) Accept a three (3) year maintenance bond in the amount of $43,461 for the stone base, asphalt base, asphalt binder and concrete curbs (streets – Wilson Drive) at Greenwood Springs, Block One.

3) Accept a reduced performance bond in the amount of $21,108 for the installation of the asphalt surface and tack coat on Wilson Drive at Greenwood Springs, Block One.
4) Release performance bond #145171 in the amount of $253,000 for the installation of the streets (Wilson Drive) at Greenwood Springs, Block One.
5) Acknowledge that the private drive (stone base, asphalt base, asphalt binder and concrete curbs) (u-shape) at the northern end of the project has been installed in reasonable compliance with the design plans at Greenwood Springs, Block One.
6) Accept a reduced performance bond in the amount of $13,896 for the installation of the asphalt surface and tack coat on the private drive (u-shape) at Greenwood Springs, Block One.
7) Release performance bond #145170 in the amount of $125,500 for the installation of the private drive (u-shape) at Greenwood Springs, Block One.
8) Release performance bond #146385 in the amount of $12,000 for the installation of the sidewalks along Emerson Avenue at Greenwood Springs, Block One. Due to the Emerson Avenue Reconstruction Project by the City, the developer was not required to install these sidewalks.
9) Release performance bond #145166 in the amount of $17,500 for the installation of the Emerson Avenue right-of-way improvements at Greenwood Springs, Block One. Due to the Emerson Avenue Reconstruction Project by the City, the developer was not required to install these improvements.
10) Release three (3) year maintenance bond #5867436 in the amount of $59,800 for the sanitary sewers at Greenwood Springs, Block One. These sewers were accepted in August of 2000, thus the three (3) year period plus the additional 180-day period noted on the bond has elapsed. There are no known problems with these sanitary sewers, all subject to:
    a) Receipt of the ORIGINAL performance and maintenance bonds stated above.
    b) Engineering and Law department review and approval of the bonds.
    c) Payment of the balance of Inspection & Testing fees, if applicable.
    d) Receipt of final mylar as-builts.

Second by Mr. Beville. Vote: Ayes.

Ken Zumstein of J. Greg Allen & Associates requested release of performance bonds, acceptance of the improvements and as-builts and acceptance of maintenance bonds for Indiana American Office Parke, Section 2, Lot 1. That is the site of the Urology of Indiana building. Mr. Peoni indicated that everything is acceptable in the field, and the bond form and amounts are correct. Again per Mr. Peoni's memo, Mr. Hoover moved to:

1) Accept the dirtwork and storm sewer at Indiana American Office Parke, Section 2, Lot #1.
2) Accept three (3) year maintenance bond #5013360 in the amount of $33,484 for the dirtwork and storm sewer at Indiana American Office Parke, Section 2, Lot #1.
3) Accept the erosion control at Indiana American Office Parke, Section 2, Lot #1.
4) Accept three (3) year maintenance bond #5013357 in the amount of $3,657 for the erosion control at Indiana American Office Parke, Section 2, Lot #1.
5) Accept the street improvements in the public right-of-way at Indiana American Office Parke, Section 2, Lot #1.
6) Accept three (3) year maintenance bond #5013358 in the amount of $1,996 for the street improvements in the public right-of-way at Indiana American Office Parke, Section 2, Lot #1.
7) Accept the sidewalks in the public right-of-way at Indiana American Office Parke, Section 2, Lot #1.
8) Accept three (3) year maintenance bond #5013359 in the amount of $1,890 for the sidewalks in the public right-of-way at Indiana American Office Parke, Section 2, Lot #1.
9) Release performance bond #400SH0494 in the amount of $205,134.20 for the installation of the dirtwork and storm sewers, erosion control, street improvements and sidewalks at Indiana American Office Parke, Section 2, Lot #1, all contingent upon:
    a) Payment of the balance of Inspection & Testing fees, if applicable.
    b) Receipt of final mylar as-builts.

Second by Mr. Beville. Vote: Ayes.

Donna Smithers of Maurer & Smithers represented Glen Brizendine for Stoneridge, Lot 10, to request a Sewer Service Agreement. A new residence is being constructed on the site. Stoneridge is at the intersection of Stones Crossing and Honey Creek Road. They want to run a small force main to the Cobblestone Lift Station on the Perkins property, said Ms. Smithers. The Johnson County Drainage Board approved encroachment of the legal drain last month. Mr. Beville moved to authorize the

preparation of a Sewer Service Agreement for Stoneridge, Lot 10, subject to final review by staff and authorize the Mayor to sign on behalf of the Board. Second by Mr. Hoover. Vote: Ayes.

At the request of Code Enforcement, Mr. Hoover moved to continue the matter at 664 Sunset Boulevard until the next meeting on December 21st. Second by Mr. Beville. Vote: Ayes.

From the audience, Kelly Hendrickson was invited to speak. She is building a home in Crooked Bend Subdivision, Section 4 and wants to place a storage pod in the street in front of her house during her move in. Ms. Hendrickson wants to place the pod in the street for one day; she has confirmed that it can be delivered in the morning and picked up in the afternoon. She said that John Grimes, with the developer, was comfortable with the idea, as the asphalt surface has not been put on the streets in Section 4 yet. The move should occur in early March, 2005. Mr. Beville moved to grant the request of Ms. Hendrickson to allow the storage pod to be placed for one day. Second by Mr. Hoover. Normally the resident should contact the Police and Fire departments along with the Engineering Department so they will be aware of the situation. Vote: Ayes.

Street Superintendent Greg Owens brought requests for purchases of equipment and supplies to the Board. He explained that the new paver was purchased on a lease-to-buy program so there were extra funds available; they are in need of other equipment. The first request was for an air-flow multi-purpose dump bed for a truck badly in need of one. The bed acts as a sander and as a dump bed, explained Mr. Owens, and allows the use of the truck year-round. Deeds Equipment is the distributor for this type of bed – the only one he is aware that makes this particular bed – and has given a quote of $24,528 for the bed. Mr. Beville moved to accept the quote for the air-flow multi-purpose dump bed. Second by Mr. Hoover. Vote: Ayes.

The next request for a self-contained vacuum unit, used for picking up leaves. This will save time in the fall as another dump truck would not be used to pick up leaves. Old Dominion Brush is the only supplier of this item, said Mr. Owens. He received a quote of $23,700 – the same as the purchase last year. Mr. Hoover moved to allow the purchase as described from Old Dominion Brush. Second by Mr. Beville. Vote: Ayes.

The other items Mr. Owens requested were supplies used during the course of the year. He sent letters to suppliers of stone, salt and concrete. For salt quotes, he sent letters to Cargill Salt, Detroit Salt, Morton Salt and North American Salt. Mr. Owens indicated that the only responsive quote came from Cargill Salt, of $44.58 per ton, delivered (about $4 more per ton than last year). Mr. Owens said that he did anticipate the increase, however, as the cost of fuel has gone up significantly. Mr. Beville moved to grant the request as described. Second by Mr. Hoover. Vote: Ayes.

For quotes on stone, Mr. Owens sent letters to known suppliers in the area and received quotes from Hansen Aggregates, Pappas Construction, Martin-Marietta and Meshberger Stone. The low quote came from Meshberger at $8.20/ton for #53 stone, $8.20/ton on #2 stone, $10.70 on #9 stone, and $11.15 on rip rap – all delivered. Mr. Beville moved to accept the quote from Meshberger for the stone. Second by Mr. Hoover. Vote: Ayes.

The last item was concrete quotes, which were received from Southside Ready Mix, IMI Concrete, and Prairie Concrete. Southside Ready Mix was low bidder on six-bag Class A concrete at $75.35/yard and low on 4000-pound strength concrete was IMI at $72/yard. IMI was also low at $67/yard on 3000-pound strength concrete. Mr. Owens recommended that the Board accept all three quotes, as different plants may be busy at varying times of the day and might not be able to meet our needs. Mr. Beville moved to accept the quotes for concrete as described. Second by Mr. Hoover. Vote: Ayes.

On her Status of Tasks, the City Attorney directed the Board's attention to the proposed Outdoor Lighting Agreement with Cinergy. She had provided the Board with copies for their review. Jim Turner and Chad Buchanan of Cinergy were present to answer questions. Mr. Turner noted that the last rate change with I.U.R.C. related to how they handled equipment (the old "buy down" compared to a lease program). The first questions centered on normal maintenance in changing bulbs and occasional versus excessive vandalism. Regarding the activation of lights in subdivisions under construction, Ms. Koons-Davis told the Board that the agreement needs to be in place before the lights are activated, as the City either agrees or does not agree to pay for the maintenance and operation of those lights after they are installed. Before those subdivisions can pay the cost to install the lights, the agreement needs to be in place. Mr. Hoover asked how this agreement compares to what was in place before. Counsel described what she called dramatic changes, as before the City was to pay for acts of God and many other maintenance

costs. One big provision, she added, was the addition of language saying that Cinergy would be liable for damages resulting from negligence of the company. They are now responsible in the event a streetlight is knocked down in an automobile accident or in the event of a tornado or storm.

The City Attorney next discussed the issue of relocating lights in the right-of-way. Cinergy distinguishes between an electrical distribution facility that runs electrical power lines and a streetlight. The company asserts that if it is a distribution facility in the right-of-way they have to move it; if it is just a streetlight they do not. A streetlight on a distribution pole would be moved at their cost, not treated as a streetlight. Ms. Koons-Davis told the Board we need to consider how great the risk would be of having to relocate a streetlight. Inside a subdivision, there may never be a change; on a street that may be widened or changed in some way, it is a different issue and Cinergy would expect the City to bear the expense of moving the pole. This led to discussion of the removal of transmission lines on Sheek Road by the intermediate school. Ms. Koons-Davis clarified that if a resident requests a streetlight at a certain intersection, under the proposed agreement the City would have to pay for the pole and the installation, plus the electric charges and maintenance. Mr. Turner stated that the IURC directed them to separate the equipment from the energy and maintenance, whereas before the equipment was technically regulated by the IURC and equipment, energy and maintenance were lumped into one cost. Equipment cost is no longer amortized over twenty years, but up to ten years. Replacement of existing equipment poles would be the responsibility of the City, as well, under the proposed agreement. Mr. Turner estimated a life expectancy of 20 to 30 years for most equipment. Planning Director Ed Ferguson pointed out that it has always been the City's position that if the developer installs decorative streetlights or signage the City would not replace or maintain those but either the developer or the homeowners' association would be responsible for that. Mayor Henderson told the Board he was opposed to the City's having to replace decorative equipment if they are damaged or worn. Mr. Ferguson recounted a situation where the developer agreed to pay the upfront installation cost over a ten-year period and when he turned over the common areas over to the homeowners' association, they learn that they still have seven years to pay the indebtedness for custom streetlights that residents thought had been paid for when they bought their lots. The homeowners' association had to assume the indebtedness. This led to a discussion of a developer filing for bankruptcy.

Next was a discussion of items included in maintenance. Mr. Beville objected to the City's paying for replacement of a light pole. Mr. Turner described an option where the City could hire a contractor to put in lighting in new subdivisions. Cinergy would meter the poles, but the City would be paying the contractor to maintain and replace the equipment. Maintenance charges under the proposed agreement could be modified no more often than every three years, as the City Attorney clarified. She indicated that after much negotiation with Cinergy she did not expect any more changes would be made and it would be up to the Board to either accept or reject the agreement. Mr. Beville was still concerned about liability. Ms. Koons-Davis cited the proposed agreement, which states that Cinergy would not accept liability other than what might arise from their sole negligence. Examples were discussed. There was also more discussion on replacement of equipment as well as the layout and design disclaimer. Mr. Hoover moved to approve the modified Outdoor Lighting Service Agreement in a form that has been negotiated between Cinergy and the City Attorney. Second by Mr. Beville. Vote: Ayes – Henderson, Hoover; Nay – Beville. Motion carried.

Mr. Peoni, under his Status of Tasks, presented the Inspection & Testing Agreements for the sanitary sewers and for all other improvements for Trails at Woodfield, Section 3 and Woodfield Estates. Mr. Beville moved to accept these agreements and ratify the acceptance of the 50% fees. Second by Mr. Hoover. Vote: Ayes.

Regarding the five-year performance bond requested from Menards, Mr. Beville moved to accept it. Second by Mr. Hoover. It is bond# 929315904 in the amount of $35,000 for the deficient sanitary sewer line. Vote: Ayes.

For the Pointe at Smith Valley, Mr. Peoni recounted that the developer was required to widen Smith Valley Road on the south side to accommodate a left-turn lane. The developer has acquired the land and it will be donated to the City. We will hold it in fee simple, stated counsel. Mr. Hoover moved to accept the donations of right-of-way. Second by Mr. Beville. Vote: Ayes.

Planning Director Ferguson indicated they have been compiling an inventory of all the detention ponds. He thinks there are between 80 and 100. There should be a list at least after the first of the year with recommendations as to those that need guard rails.

Mr. Beville moved to approve the claims as presented through December 9th. Second by Mr. Hoover. Vote: Ayes.

With no further business, the meeting adjourned at 9:45 a.m.