

**BOARD OF WORKS**  
**TUESDAY, APRIL 14, 2015**  
**5:15 P.M.**

Mayor Ryan Daniel – Present  
Clerk Treasurer Rosie Coyle – Present  
Attorney Marcia McNagny – Present  
Daniel Weigold – Absent  
Walter Crowder – Present

The Columbia City Board of Works met in regular session with all members except Daniel Weigold present, Mayor Daniel presiding.

**MINUTES** Motion was made by Crowder to approve an overview of the March 24, 2015 meeting minutes as presented, Mayor Daniel seconded the motion, all voted aye.

**BID OPENING: SWITCHGEAR** Rosie Coyle opened and read bids from Myers Power Products, no bid enclosed ; Electro-Tech in the amount of \$423,540.00; Myers Controlled Power, LLC from North Canton, OH in the amount of \$396,211.00 and Eaton in the amount of \$469,481.00.

Mayor Daniel advised they would take the bids under advisement for 2 weeks.

**BID OPENING: 2015 STREET REPAIRS** Rosie Coyle opened and read bids from Wayne Asphalt in the amount of \$244,421.00; Niblock Excavating in the amount of \$253,000.00 and E & B Paving in the amount of \$316,202.00.

Mayor Daniel advised they would take the bids under advisement and award at the next meeting.

**CURB AND SIDEWALK ENHANCEMENT AWARD** Kelly Cearbaugh reported this project would take place on North Elm Street. He advised bids were received from Garcia, Primco and JB Concrete. He reported JB Concrete was the lowest bid by about \$6,000. He recommended awarding the project to JB Concrete.

Motion was made by Mayor Daniel to go with Kelly's recommendation to award the curb and sidewalk estimate from JB Concrete in the amount of \$29,696.50 as presented, Walt Crowder seconded the motion, all voted aye.

**MARC HANSEN – UTILITY SERVICE GROUP** Marc Hansen, Sales Engineer, with Utility Service Group was present to explain the contract they have with Columbia City. He advised Columbia City was in an Evergreen contract with Utility Service Group which means it was renewable every year when payment is made to them; they could not get out of the contract because the City was paying for future rehabilitations. He stated there is a bunch of rehabilitations coming as all 3 tanks need work.

Mr. Hansen noted there was a cancellation issued to the contract but they were very interested in remaining Columbia City's maintenance contractor in taking care of the tanks. He shared Columbia City has been paying Utility Service Group for many years to paint the tanks. He stated to paint the 500,000 gallon tank, inside and out, would cost roughly \$200,000; 2 of them need to be done plus an outside tank so there were a lot of costs coming but would not be seen because they have already been paid to do the work.

Mike Shoda felt the problem has been that there was a lack of information being passed back to the City; when they inspect the tanks or when they painted the 1 million gallon tank he expected to see photos of the job but all he received was a paper stating that it passed their inspection. He stated they did a wash out and inspection of the north tower and he never received anything on that. He shared the east tank was drained but when the guys climbed up they found that there was no ladder to climb down in so the work could not be done; that should have been on record that there was no ladder in that tank. He stated we lost that 500,000 gallons of water. He advised he had no problem if they wanted to bid again with a different contract but as far as the City putting it back on without a rebid he did not agree with.

Mr. Hansen introduced his boss, Marty Mazzella. Mr. Mazella apologized and explained for whatever reason the group within the company that was to perform the services did not perform up to standard. He stated they would be more than happy to rewrite the contract and be more specific. Mike Shoda advised he wanted in the contract exactly when the towers were going to be done. Mr. Mazzella advised they could do that, they could modify the existing contract or do a completely new contract that would lay out more specifically when the actual dates of renovation would be. Mike Shoda advised he would be more than happy to look over a new contract.

Mr. Mazzella explained he took over the job a couple years ago and they were working through operational and customer service issues. He advised they had some internal issues and unfortunately got behind but they were getting caught up and have changed their system to do things more efficiently. He understood the concern and had no problem being more specific on when the work would be done. He stated they could put something in the contract that if the tank is drained and does not get inspected that they would credit back some money for the water.

Mr. Mazzella advised they would get with their scheduler and have a schedule set for all 3 tanks by the end of this month. He explained they could do a master service agreement which spells out all of the terms and conditions and then each tank would have an addendum that would spell out the scope of work and pricing. He felt it was a clean way to do things and if work needs added a whole new contract would not have to be done.

Mike Shoda requested this be taken under advisement. Mayor Daniel agreed; he did not feel comfortable making any decisions at this time. Walt Crowder agreed and felt with some of this we have been compromised and short-changed. He felt we have proactively paid for services we have not received and to continue to go forward there should be some consideration made to the City for the lack of service. Mr. Mazzella thought the services in the contract had been performed with the exception of the wash outs where they were not prepared with the proper equipment needed to lower into the tank. He advised we were almost on schedule; the repainting

of the tanks was coming due this year and next year. He felt the problem was that nobody has communicated what the schedule was going to be.

Mayor Daniel noted one issue he had was to do with the pedestals at the north tower and the concrete crumbling around them but did not think that showed up in any of the inspection reports. He advised he was going to need to see much stronger communication with our Superintendent about the details of each of the tanks and what we do regarding contracts or bidding was something we were going to need to figure out.

Mr. Mazzella expressed their appreciation to the Board for listening to them. He advised they would get things cleaned up and hopefully move forward.

**ORDINANCE VIOLATION DENIAL – 110 N. WALNUT STREET** Tim Longenbaugh reported the homeowner at 110 N. Walnut Street was denying the violation; pictures were attached. He advised there was miscellaneous junk in the front, back and side of the property. Mayor Daniel questioned how much of the junk had been cleaned up to this point. Chief Longenbaugh advised the property was still in violation, some items were still there and there were some new items.

Mayor Daniel questioned if Ms. Hinman was planning to put any of these items out for the City wide clean up. Chief Longenbaugh was unsure but spoke with the husband today who was very loud and angry; from the way it went he did not believe they had any intentions of cleaning up or changing anything, they want to take it to court, fight the violation and deny it through the entire process.

Mayor Daniel felt based upon the letter of denial there was zero information explaining why she was denying the violation. He advised he had been by the property himself, it was an issue and was definitely an ordinance violation.

Chief Longenbaugh shared photos of the property that were taken today.

Mayor Daniel clarified they were not having a yard sale. Chief Longenbaugh stated, to his knowledge, they were not.

Chief Longenbaugh noted there was possibly another ordinance violation starting at the property just south of this address. The gentleman that lives at 110 N. Walnut Street was now ripping down lumber from the property just south.

Mayor Daniel advised this address was brought to his attention by a neighbor which was dealt with accordingly. He did not feel there was enough in the denial letter to make him change his mind that it was not an ordinance violation.

Motion was made by Mayor Daniel to deny the denial, Crowder seconded the motion.

Tom LaRue questioned with the building material on site if there was building permit pulled. Mayor Daniel was unsure if they were building something and would be a question for the

building and planning department. Chief Longenbaugh did not see anything posted; the gentleman was not building anything when he was there but the boards up in the air in the front yard were fairly new.

Upon the motion, all voted aye.

**ORDINANCE VIOLATION EXTENSION – 744 CAMDEN DRIVE** Nathan Wildey of 744 Camden Drive was present to explain that he brought the vehicle here last year so that he and his dad could rebuild the motor and transmission. He advised before they were able to get the car finished his dad got sick with cancer and passed away in December. He requested a 30 day extension to get the motor put back in.

Motion was made by Mayor Daniel to grant the extension until May 18 at 8 a.m., Crowder seconded the motion, all voted aye.

**SUBORDINATION AGREEMENT: INDIANA DEPARTMENT OF TRANSPORTATION – SR 205** Jeff Walker explained this was an agreement prepared by INDOT for the City. He advised we currently have a recorded easement that no longer has any utilities in it and essentially the State is saying, with this agreement, any use of the easement by the City would be subordinate to the State's use of the overall property; anything that would be done would have to have the State's approval. He advised Attorney McNagny reviewed the agreement. Mayor Daniel confirmed this was a mandate. Jeff Walker advised it was and recommended the Board approve the agreement.

Motion was made by Mayor Daniel to approve the subordination agreement for INDOT contract #R-33364 as presented, Crowder seconded the motion, all voted aye.

**STREET CUT PERMIT: FACTORY AVENUE** Mayor Daniel advised this was retroactive because of the work that had to be done. Kelly Cearbaugh explained Todd (Wigent) felt comfortable visually seeing the cut rather than boring through the utilities. He advised it was something that needed to happen right away.

Kelly Cearbaugh thought they had talked about this before but felt 90 days was a little long to complete patch work. He suggested shortening it to 45-60 days. Mayor Daniel was fine with changing it to 45 days. Walt Crowder agreed with the recommendation and suggested noting that if the work was going to take longer they could request an extension.

Motion was made by Crowder to change the completion timeframe on the form to 45 days, Mayor Daniel seconded the motion, all voted aye.

**REQUEST TO BLOCK OFF PARKING SPACES – BART'S BBQ** Mayor Daniel presented a request from Bart's BBQ who will be holding a grand opening and ribbon cutting at the gazebo on May 1<sup>st</sup> at 5 p.m. He advised they were requesting the parking spaces located on Chauncey Street from Van Buren south and the drive to the court house be marked as no parking between the hours of 4 - 9 p.m.

Walt Crowder suggested we attached the request to the appropriate form. Rosie Coyle advised we have never had a form for this. Chief Longenbaugh felt it would be a good idea to change the street closing form to include parking spaces because they have people who call in and want to put dumpsters out front of their business. Rosie Coyle advised she would work to amend the street closing request form to include parking spaces.

Motion was made by Crowder to accept the request for May 1<sup>st</sup> between 4 – 9 p.m. to support the parking spots as requested, Mayor Daniel seconded the motion, all voted aye.

**BILLS** Motion was made by Crowder to pay the bills as presented in the amount of \$729,161.51, Mayor Daniel seconded the motion, all voted aye.

**SR 205 WATER LINE** Mike Shoda reported Fox Excavating contacted him regarding the 205 project. He explained between the bridge and Towerview Drive, where they were going to put the storm water, it was basically going to be right underneath our water line and they are concerned the water line is going to collapse. He stated they would like to shut the valve off at the bridge and put a valve in at Towerview. He explained there would have to be a change order and we would end up paying more money for this. He advised has money set aside for a 16” valve he was going to put in down by the hospital. He recommended we pay for and put the valve in. He stated we would not shut the hospital off at all but if they do it the hospital could be out of water for 4-5 hours.

Jeff Walker noted this was an 80/20 project so we would pay 20% of whatever the change order cost was. He advised they have a progress meeting tomorrow that this could be discussed.

Additional discussion followed.

Walt Crowder suggested they get through the progress meeting and put on the table what Mike would like to do to make sure it would not conflict with what they want to do. He advised he did not want to make a decision right now. He felt the idea was great but did not want to generate conflict with others.

**NEW FIRE TRUCK** Tom LaRue reported the new fire truck was in and was close to having all of the equipment mounted. He stated he would be holding up putting the truck in service to make sure the guys were properly trained on the usage of the truck. He advised the volunteers would be taking over what use to be Truck 101 and wanted to make sure they had proper training on that truck.

**EUGENE CHILDERS – 401 S. MAIN STREET – STORM WATER** Eugene Childers who owns 401 S. Main Street was present to discuss the storm water charge at this address. He stated there was no street access and the only thing going there right now was electricity; as far as he knew there was no bill ever given to Mr. Wells when he owned the property. He advised there was more impervious surface but the water goes into the river and not the street.

Mayor Daniel confirmed this was the old Testworth property. Mr. Childers advised it was. Mayor Daniel confirmed the majority of the building had been demolished. Mr. Childers advised that was correct.

Jeff Walker felt what would have to happen is Mr. Childers would have to present evidence that there is no longer impervious surface where there was previously for a reassessment of his bill. He mentioned it was obvious that conditions have changed on the site.

Jeff Walker explained how the storm water rates were established.

Mayor Daniel questioned how Mr. Childers would go about identifying what was impervious surface. Jeff Walker suggested getting a site map from Beacon and identifying what was still there and what was not. Walt Crowder questioned if everything would have to be back to its original state of dirt and grass. Jeff Walker explained stone, gravel, brick, concrete and those kinds of things are classified as impervious by our definition so it would have to be dirt/grass.

Mayor Daniel questioned if we knew or not whether storm water bills were sent to the previous owner. Rosie Coyle advised bills have always been sent for that property.

Mayor Daniel suggested Mr. Childers get before and after pictures of the property. He advised at that point Mr. Childers could bring them in and either Mike Shoda or Jeff Walker can walk the property to confirm what is showing on the map and then bring it back to the Board of Works to make an informed decision.

Having no further business to come before the Board the meeting was adjourned.

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Mayor Ryan Daniel

Attest:

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Clerk Treasurer Rosie Coyle