

City of West Lafayette, Indiana  
Board of Public Works and Safety  
MINUTES

FEBRUARY 10, 2009  
11:00 a.m.  
City Hall Lower Level Conference Room

Members present were Susan K. Goldman, Bradley W. Marley, and Mayor John R. Dennis, who presided.

I. APPROVAL OF MINUTES

A. February 5, 2009, Meeting

Ms. Goldman moved to accept the minutes of the February 5, 2009, Board of Works meeting. Mayor Dennis seconded the motion.

The motion was adopted, with Mr. Marley abstaining.

II. NEW BUSINESS

A. Temporary Rights-of-Way: Sycamore Lane Traffic Calming Project – Engineering

1. Parcel 1: Joyce L. Steill – 437 square feet
2. Parcels 2 and 2A: Gary W. Schroeder – 176 square feet each
3. Parcel 6: Carob, LLC – 561 square feet
4. Parcel 7: Michael C. Goodyear and Julie A. Goodyear – 342 square feet
5. Parcel 8: Federated Church of West Lafayette, Indiana – 1,425 square feet
6. Parcel 10: Elliot M. Sayward and Mary Jane Sayward and Jonathan B. Sayward – 900 square feet
7. Parcel 12: William D. McInerney and Olynn O. McInerney – 325 square feet

City Engineer Buck presented documents for temporary rights-of-way on seven parcels for the Sycamore Lane Traffic Calming Project. There are two parcels outstanding: Parcel 11 will be presented next week, and Parcel 14 may be delayed, as the owners live in Mexico. When those two are finished, the temporary right-of-way acquisitions will be complete. They have certified everything to INDOT, and are still planning on a May 6 bid opening through INDOT.

Ms. Goldman moved that the temporary rights-of-way be approved. Mr. Marley seconded the motion.

Mr. Marley asked if Mr. Wadsworth actually signed the document on behalf of Federated Church, as it appears that his name was printed on the form. City Engineer Buck responded that, as far as he knew, Mr. Wadsworth had signed, as it was notarized.

Mr. Marley questioned whether the document signed by Jonathan B. Sayward, attorney-in-fact for Elliot Sayward and Mary Jane Sayward, needed to have a POA attached. City Attorney Burns answered that, if it were being recorded, it should. Right-of-Way

Specialists, Inc., who secured the agreements, should have seen the POA and should have a copy in the file. Mr. Burns suggested that City Engineer Buck follow up with the company, to verify that they have a copy, and to request that the City be given one.

City Engineer Buck reported that he confirmed that these documents are not being recorded, as there is no purchase of land, just temporary use of the property.

The motion was adopted.

B. Contract Amendment No. 3: M.D. Wessler & Associates, Inc. – Engineering Services for Digester Renovation Project – WWTU

Wastewater Utility Director Henderson presented Contract Amendment No. 3, which addresses some of the changes, including the micro-turbine setup for the Digester Renovation Project, a larger-than-anticipated generator, the addition of an electric vehicle charging system, and the digester lid issues.

Mayor Dennis mentioned that the electric vehicle charging system is exciting.

Mr. Henderson noted that this is a natural outgrowth of the project, producing green power on site at the plant. Now there is one electric maintenance cart; there will be a shift to electric vehicles.

Mayor Dennis asked if methane were being captured, using that to produce electricity.

Mr. Henderson said electricity would be produced from methane, from the solids coming into the Utility. He then introduced Mr. Marty Wessler and Gary Ruston of Wessler & Associates who were present.

Ms. Goldman moved that the Contract Amendment No. 3 be approved. Mr. Marley seconded the motion.

City Attorney Burns asked about a news item about Kokomo. Mr. Henderson said they are producing biodiesel at the Kokomo wastewater plant with household and commercial cooking oil. He added that Director of Development Poole and he are planning to visit Kokomo in early March, to learn what is involved in setup.

The motion was adopted.

C. Contract: M.D. Wessler & Associates – Engineering Services for Wet-Weather Facility Disinfection System - WWTU

Wastewater Utility Director Henderson asked the Board to approve the contract with Wessler & Associates to help with the Wet-Weather Treatment Facility. IDEM gave the City a permit modification last year, effective in September 2008, noting that within three years, the City has to meet *E. Coli* limits at the Wet-Weather Facility.

Mayor Dennis asked for clarification of the Wet-Weather Facility. Mr. Henderson answered that the Wet-Weather Facility takes what used to be CSO and diverts it into a tank where it settles and is partially treated, disinfected, before it goes to the River. The impact on what's going into the River is huge. Mayor Dennis asked what the three-year goal is. Mr. Henderson said that it is to meet the disinfection requirements. When the Wet-Weather

Facility was designed as an early-action project, the first of its kind in the State, IDEM had not begun approving long-term control plans, so there was not a set way of handling these. Now IDEM has determined that any discharge from a treatment facility like this will have to meet strict water quality standards. This approach is similar to Michigan's, where overflows from the 10-year, one-hour storm are to be at least partially treated. This would be about 1¼ inches falling in an hour in the City. This contract would give us some help in evaluating this. Since the permit started in September, we've only had a couple of storms before the end of the disinfection season at the end of October, not giving much data. Mr. Henderson will meet with the City's case manager at IDEM to discuss next steps and what the upcoming disinfection season [which begins April 1] might bring.

Mr. Marley asked if CSOs were monitored constantly. Mr. Henderson answered that there is continuous monitoring, that there are monitoring requirements every time there is a discharge. Not every storm is one that the Wet-Weather Facility will produce a discharge. Sometimes the overflows are bled back into the Plant, which reduces the number of CSOs that we have.

Ms. Goldman moved that the contract be approved. Mr. Marley seconded the motion.

The motion was adopted.

D. Contract: INDOT – Wabash Heritage Trail, Phase II – Parks

Parks Superintendent Payne presented a contract with INDOT, designating the City as the Local Public Agency to receive 80% of \$475,000 for Phase II of the Wabash Heritage Trail, from the bottom of Happy Hollow Park to the top, at the corner of Kingston and Rose. INDOT will pay \$380,000, and the City will pay \$95,000. He reported that INDOT shows the project will begin 2011, but his hope is that it may be done sooner.

Mayor Dennis asked if the trail extension would interact with the gravel parking lot near Indiana-American Water on Happy Hollow Road. Mr. Payne said that the pad would be the parking area for the trailhead that's a part of Phase I, which ties into the trail. It will be paved along North River Road and through the park, including the pad. The pad area will be used for construction staging and will probably be the last thing to be paved, after construction is done on Phase I.

Mr. Marley moved that the contract be approved. Ms. Goldman seconded the motion. The motion was adopted.

E. Claims

- |              |             |
|--------------|-------------|
| 1. AP Docket | \$69,680.89 |
| 2. AP Docket | 256.40      |
| 3. PR Docket | 372.30      |

Ms. Goldman moved that the claims be approved. Mr. Marley seconded the motion.

Mr. Marley asked about the expense of \$638.54 for Parks for bottled gas. Mr. Payne answered that it is for the gas that runs the Zamboni. He added that the skating season might be over, depending on the weather, and there was a problem that closed the rink a day sooner than they had planned.

Mr. Marley questioned the electric bills for the subdivisions [\$553.56 and \$2,386.20 to Amberleigh Village, and \$335.52 to Castle Ridge]. City Engineer Buck replied that the City has agreements with the homeowners' association for those subdivisions to install street lights. Duke Energy requires an agreement to offset the cost of installation, as well as the cost of the equipment. The City is in agreement with Amberleigh for a period of time that would allow the homeowners' association to pick up the portion of the bill that covers the equipment costs and the installation costs, with the City paying a monthly rate that's close to what it would be on a per pole basis, \$13.26, for just the electricity. Mr. Marley asked if there were only two agreements. Mr. Buck said that these are per development. Prophets Ridge is TIPMONT REMC, and there is an agreement with three parties, to reimburse them for the cost of their lights. TIPMONT has an upgraded fixture available, so there is an upgrade charge that the Prophets Ridge homeowners' association pays. Clerk-Treasurer Rhodes added that these agreements are with Planned Developments. Mr. Buck said both Prophets Ridge and Amberleigh are both PDs, and those provide mechanisms for coordinated and sustainable homeowners' associations. The more modern subdivisions have a better-organized homeowners' associations, but the older ones generally don't have dues-charging, fund-raising mechanisms built into their covenants and property restrictions.

Mr. Marley asked about payment to Lab Safety Supply, Inc. for utility trays, spill pallets [\$844.85]. Parks Superintendent Payne answered that the payment is for containment containers that the Parks Department has to put under everything in the maintenance barn and maintenance shop. IDEM discovered that these were necessary during a review.

Mr. Marley questioned an expense of \$4,014.68 to Tynan Equipment for repair services in the Police Department. Police Chief Dombkowski responded that the expense was for scooters for Parking Control. Every other year, the scooters are serviced. Jeeps with opposite wheel drive are actually cheaper and better in inclement weather, so the Police Department will be phasing out the scooters.

The motion was adopted.

#### F. Engineering Project Payments Listing

City Engineer Buck updated the Board on Engineering projects. The second payment for the Salisbury Street Safety Improvements Phase 2 Project for Fairfield Contractors, and the payment request for Stewart Kline & Associates will be in the claims next week. A payment for the Yeager Road Phase I Project, paid through the Sagamore TIF, has been approved for payment. All these are reflected in the listing.

#### G. Other Items

1. Street Commissioner Downey reported that the Street Department is cleaning up the bike lanes, where there is up to half an inch of gravel in some cases. There is only one sweeper working now, as there is an engine out on the second one. He expects to have a used engine in about a week.

2. City Engineer Buck mentioned that his office is working with the Area Plan Commission on potential projects that we might request stimulus funding for. There are a lot of changing directions that are passed down from Federal Highway through INDOT to APC staff to the City. He is trying to develop a list with as much as will qualify for that program. The requirement is for shovel-ready projects. Sycamore Lane

BOARD OF WORKS MINUTES, FEBRUARY 10, 2009, CONTINUED

Traffic Calming and Salisbury Street Safety Improvements Phase 2 Projects are in the preparation phases. Duke plans to move poles on Salisbury Street next week.

Mayor Dennis remarked that work on Burtsfield School is progressing. Mr. Buck mentioned that most of the school building is down, and the old gymnasium will be demolished last.

3. Wastewater Utility Director Henderson reported that Brad Musick of WSI, Inc. is conducting annual training of the Utility staff this week. This is the 17<sup>th</sup> year that he is providing the training.

4. Police Chief Dombkowski mentioned that there is a promotion ceremony at 4:00 p.m. today, at which Art Choate will be promoted to Sergeant.

5. Parks Superintendent Payne noted that monthly Park Board meeting, usually on the third Monday, would be held on February 23, 2009, at 4:30 in City Hall.

6. Councilor Hunt observed that the newsletter that she received yesterday was good. Mayor Dennis remarked that it was printed on recycled paper.

III. ADJOURNMENT

There being no further business to come before the Board, Ms. Goldman moved that the meeting be adjourned, and Mayor Dennis ended the meeting.