

**THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WAS HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, SEPTEMBER 14, 2017 AT 9:15 A.M.**

**PRESENT:** Ed Wilkinson, member, Nathan Grimes, member and Mayor Gahan, president.

**ALSO PRESENT:** April Dickey, Larry Summers, Linda Moeller and Vicki Glotzbach

**CALL TO ORDER:**

**Mayor Gahan called the meeting to order at 9:15 a.m.**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:**

**Mr. Grimes moved to approve the August 24, 2017 Regular Meeting Minutes, Mr. Wilkinson second, all voted in favor.**

**BIDS/CONTRACTS:**

**1. Wes Christmas re: Opening Bids for Basin 7 Project**

**Mr. Christmas** opened the following bid for the Basin 7 Sanitary Sewer Project:

	<b>Base Bid</b>	<b>Alt 1</b>	<b>Alt 2</b>	<b>Alt 3</b>
	<b>(sidewalk)</b>	<b>(curb/gutter)</b>	<b>(driveway approaches)</b>	
<b>Dan Christiani</b>	<b>\$2,174,540.00</b>	<b>\$165,000.00</b>	<b>\$124,025.00</b>	<b>\$6,825.00</b>

**Mr. Christmas** recommended that the board take the bid under advisement for review.

**Mr. Grimes moved to take the bid under advisement, Mr. Wilkinson second, all voted in favor.**

**2. Rob Sartell re: Delta Services Quotes**

**Mr. Sartell** stated that he had a quote from Delta Services to replace four soft starts on their centrifugal blowers. He said that the blowers provide supplemental air during the hot summer months for oxidation ditches and the motor blew up on one and they couldn't get the other three started. He said that the soft starts were bad so he asked for quotes for soft starts but they were obsolete and wouldn't fit. He said he then asked for a quote to replace four soft starts with VFDs and the VFDs run \$13,250.00 each and to replace four of them with labor will be \$115,566.08. He stated that if we want to do one at a time, that cost is \$29,381.00 so if you do all four at once it will be about \$5,000.00-\$6,000.00 cheaper. He also stated that it is one of those pieces of equipment that you don't need often but when you need it, you really need it.

**Mr. Wilkinson** asked how old the equipment is that is there now.

**Mr. Sartell** stated that he got 12 years out of them. He stated that the new ones will be inside a motor control center so it will give more flexibility on how to operate the blowers.

**Mr. Grimes** asked what the option #2 is for \$13,250.00.

**Mr. Sartell** replied that is just the cost for the equipment itself.

**Mr. Wilkinson** recommended doing all of them at once.

**Mr. Sartell** stated that it is best to do all of them at once so any unknowns are exposed at the initial part of the project.

**Mr. Wilkinson** stated that it was not an item listed on the budget but we are below budget so we can do it without any issues at all.

**Mr. Wilkinson motioned to move forward on doing all four soft starts with VFDs at one time in the amount of \$115,566.08, Mr. Grimes second, all voted in favor.**

**COMMUNICATIONS - PUBLIC:**

**Mr. Jason Copperwaite, Primavera & Associates**, stated that he was present to ask for sewer credits for Bob and Linda Shire for their project at the Fairways of Valley View. He explained that they are looking at four new homes at the south end of the Fairways of Valley View about where the lift station is so he did an engineering study and presented the board with the plan profiles to review. He added that he is not necessarily asking the board to approve the plans at this time and will get them to the city's technical people to approve first. He then explained that there are easements in place as well as adequate fall and cover for them to get sewers to the lots and also allow people upstream to tie in as well at some point in the future. He stated that there is one existing home and the four proposed homes by the Shires so he is requesting sewer credits in the amount of 1,550. He stated that he was going to ask the board if they are interested in entering into a reimbursement agreement on the construction of this line for future taps.

**Mayor Gahan** asked him when they need to know.

**Mr. Copperwaite** replied as soon as possible because their purchase of the lots is contingent on whether they can get sewers because they are not suitable for septic at all.

**Mr. Wilkinson** stated that he is not for reimbursement agreements because these small fees can be recovered in the sale of the lots and houses that go on the lots.

**Mr. Grimes** asked if that has been done before.

**Mr. Wilkinson** stated that some of the early work years ago at Highlander Pointe was done with those agreements.

**Mr. Grimes** stated that since he has been on the board, none of those agreements have been done.

**Mr. Wilkinson** stated that is correct.

**Mr. Sartell** stated that the only one he can recall is the construction of two lift stations and a force main that were done in the middle of the last decade which was a pretty big project and the agreement expires at the end of next year.

**Mr. Copperwaite** stated that the lift station itself has a reimbursement which increases the tap fee to \$5,700.00. He added that they are asking but it is not a deal breaker by any means.

**Mr. Wilkinson** asked Mr. Sartell if they are okay on credits.

**Mr. Sartell** replied yes.

**Mr. Gibson** asked if they will need easements.

**Mr. Copperwaite** replied no and stated that the easements are all in place. He added that once the Shires acquire the lots, there will be some easements that they will need to dedicate but as far as getting from their properties to the lift station, those easements are all in place.

**Mayor Gahan** asked where the nearest sewer line is other than the one going up the hill.

**Mr. Copperwaite** showed Mayor Gahan on the map where it is.

**Mayor Gahan** asked if there are any homes on our line there now.

**Mr. Copperwaite** replied no.

**Mayor Gahan** asked Mr. Gibson if he sees any problems with it.

**Mr. Gibson** replied no.

**Mayor Gahan** asked if the board should revisit the other piece at a later time.

**Mr. Gibson** stated that he didn't think that Mr. Wilkinson was in favor of the reimbursement agreement at all but was okay with granting credits.

**Mr. Wilkinson** stated that is correct.

**Mr. Wilkinson moved to approve the credits in the amount of 1,550, Mr. Grimes second, all voted in favor.**

**COMMUNICATIONS - CITY OFFICIALS:**

**SEWER ADJUSTMENTS:**

**FINANCIAL REPORT:**

**Mr. Wilkinson** stated that this month was the first month at the new billing rate and it looks as if it is going to work out very well. He explained that we took in \$1,187,000.00 and our expenses were \$1,150,000.00 so income is a little more than expenses right now and seems to be sufficient. He added that the rest of the month's activity was right online for all of the other budget activity so we are in good shape.

**NEW BUSINESS:**

**1. Chad Sprigler re: Plat for 2110 State Street**

**Mr. Sprigler** stated that he is working on the old Karem's Meat building on State Street. He said that in July they were approved for a lot split and pointed out that split on the rendering that he presented to the board. He also said that an urgent care center is going into Lot A and he is working with some other potential users for the other part of the split which is Lot B. He requested that the plat be signed off on and that sewer credits be granted to tie into the Green Valley Road line.

**Mr. Summers** stated that it came to the plan commission previously and his concern is with the drive aisle but does not see an issue at all with the sewer.

**Mayor Gahan** asked him about his concern with the drive aisle.

**Mr. Summers** explained that there is an easement between the two lots that allows cars to go through there as a cut through.

**Mr. Sprigler** stated that he worked out easements with all of the property owners there and all accesses will stay the same.

**Mr. Summers** stated that from a sewer standpoint, he has no concerns.

**Mayor Gahan** asked if that road is city property because it is always in rough shape.

**Mr. Sprigler** replied no and stated that once they get the immediate care center agreed upon, they will resurface all of it.

**Mr. Grimes** asked if both sewers will go back to Green Valley Road.

**Mr. Sprigler** stated that Lot A has an existing sewer that taps into State Street and is in good condition.

**Mr. Grimes** asked if they have applied for credits for Lot B.

**Mr. Sartell** replied no and stated that he will send Mr. Sprigler a worksheet to apply for credits for the second building.

**Mr. Sprigler** stated that they do have some interest from other medical users and thinks it will be a good improvement to the area.

**Mr. Grimes** asked Mr. Sprigler to email him a copy of the plat.

**Mr. Sprigler** stated that he would.

**Mr. Wilkinson moved to approve the plat as presented without sewer credits because the amount is not known at this time, Mr. Grimes second, all voted in favor.**

## **2. John McCoy for Matt Chalfant project re: Request for sewer credits**

**Mr. McCoy, JLM Engineering**, stated that he is present for Mr. Matt Chalfant who is the developer of Lafayette Commons which is a new development off of Charlestown Road. He presented a drawing for the board to review and explained that the large building on the back of the property is going to be an outpatient medical building and is 16,000 sq. ft. He said that they plan to open that facility in February, 2018 and then the two office buildings up front will be phased in probably late summer or early fall of 2018. He requested sewer credits for all three buildings but stated that the large building for the medical center in the back is actually the priority at this time.

**Mr. Summers** asked how many credits he is requesting.

**Mr. Sartell** replied 4,160 for all three buildings. He then stated that he had a conversation with Mr. McCoy to have those other two buildings under construction within 18 months or the board would have to rescind the credits. He asked Mr. McCoy if he is aware that each building will have to pay a separate tap fee.

**Mr. McCoy** replied yes and stated that Mr. Chalfant is aware of that as well.

**Mr. Wilkinson** asked Mr. Sartell if the balance of credits is approximately 100,000.

**Mr. Sartell** stated that it is 120,000.

**Mr. Grimes** asked where the sewer runs.

**Mr. McCoy** stated that it runs along the street on their side.

**Mr. Sartell** stated that it goes to Mt. Tabor Road Lift Station.

**Mr. McCoy** pointed out that the existing lines are in green on the drawing and the proposed lines are in red.

**Mr. Grimes moved to approve the request of 4,160 sewer credits, Mr. Wilkinson second, all voted in favor.**

### **3. Pat Lilly re: Waiver of the size of the line going into 614 Mt. Tabor Road**

**Mr. Lilly was not present.**

#### **OLD BUSINESS:**

##### **1. Wes Christmas re: Clark Dietz Update & Sewer Credits Update**

**Mr. Christmas** stated that the only thing to report is the bid on basin 7 to review. He said that he has nothing else new to report on at this time.

##### **2. Rob Sartell re: Easements on Cherry Street and Adams Street**

**Mr. Sartell** reported that we are really close on purchasing easements on Cherry Street and Adams Street. He explained that there are two properties on Silver Hills that have been discussed in the past and one has a failing septic system and the other is plumbed right into the storm sewer. He said that Mr. Christmas has had plans drawn up and IDEM has approved them and he has been going back and forth with the property owner and finally agreed on a price for the easements but the owner is also requesting that we grant him a waiver on a future tap fee for a building he is thinking about building. He stated that if the board was to grant him that he suggests putting a term limit on it for two to three years so that 20 years down the road no one shows up for the free tap.

**Mr. Wilkinson** stated that we might want to deal with that on a timeframe like we did with the other item simply because there could be a turnover of boards in four years or so. He also stated that when someone negotiates an extra benefit in exchange for cash, that benefit naturally rolls with the property and you might end up dealing with something unpleasant. He said there should be some type of review process included to give us a chance to clarify based on what is going to be put on the property.

**Mayor Gahan** asked if he wants to separate the two.

**Mr. Grimes** stated that he would like a little more information because he is not real familiar with this property.

**Mr. Sartell** stated that it is a pretty big piece of property in Silver Hills with an old dilapidated garage that the owner wants to tear down and build a workshop or something

there instead.

**Mr. Grimes** asked if the easement across him is benefiting a neighbor or something.

**Mr. Sartell** replied that the easement going down his property line will benefit two other folks.

**Mr. Wilkinson** stated that he is going to get about \$8,000.00 in cash just for an easement across his land and then wants a tap on top of that.

**Mr. Grimes** suggested reducing the purchase amount of the easement with the tap fee if he wants to do something like that.

**Mr. Sartell** stated that the cleanest thing is to say no.

**Mr. Gibson** stated that he would rather negotiate with him in some manner and just get a clean easement and then it will be his responsibility down the road if he wants a tap.

**Mr. Grimes** stated that if the tap fee is \$1,650.00 then he will be getting a \$9,650.00 benefit as opposed to \$8,000.00 cash.

**Mr. Sartell** stated that is correct.

**Mr. Gibson** said he doesn't want to deal with recording something on the property so he would request that the board give him approval to negotiate something with him.

**Mr. Wilkinson** stated that he thinks we should just do the easement without the tap and see what happens.

**Mr. Grimes** asked if the property owner is getting the benefit of being paid for the easement.

**Mr. Sartell** stated that one of property owners is because they are tapped into the storm sewer and was granted a smaller easement that Mr. Greg Fifer has already negotiated. He said that on the second one, we just need to go across his property to tap into the main sewer and that is the one that has been problematic but has agreed to \$8,000.00.

**Mr. Gibson** stated that in all reality he countered back for \$1,650.00 more.

**Mr. Grimes** asked if is he is going to grant the easement if we don't do it.

**Mr. Sartell** stated that he thinks it goes into condemnation after that. He then stated that it is a public health issue.

**Mr. Gibson** stated that we need the easement and it is just a matter of dollars at this point whether it is cash or a tap fee.

**Mr. Wilkinson moved to approve the easement at \$8,000.00 and give Mr. Gibson authority to resolve and settle with additional funds if necessary, Mr. Grimes second, all voted in favor.**

#### **UTILITY REPORT:**

#### **CLAIMS:**

**Mrs. Moeller** presented the following claims for the period of 08/24/17 to 09/13/17 in the

amount of \$727,355.91:

OFFICE SUPPLY COMPANY, INC	14.18
OFFICE SUPPLY COMPANY INC	14.68
FLOYD COUNTY RECORDED	1 250.00
FLOYD COUNTY RECORDED	1 250.00
FLOYD COUNTY RECORDED	1 250.00
FLOYD COUNTY RECORDED	1 250.00
FLOYD COUNTY RECORDED	1 250.00
FLOYD COUNTY RECORDED	1 250.00
L&D MAILMASTERS, INC	1 440.03
L&D MAILMASTERS, INC	221.16
CROWN SERVICES INC	600.00
CROWN SERVICES INC	480.00
HUGHES,CARMEN - ATLAS CLEANING	560.00
HUGHES,CARMEN - ATLAS CLEANING	560.00
SELFRIIDGE, ANDREW	12.78
<b>Total</b>	<b>11 441.03</b>
HWC ENGINEERING	15 750.00
BEAM, LONGEST AND NEFF LLC	5 177.02
ACE HARDWARE	4.50
ACE HARDWARE	40.00
ACE HARDWARE	05.68
ACE HARDWARE	27.87
ACE HARDWARE	11.08
ACE HARDWARE	55.50
ACE HARDWARE	7.00
ACE HARDWARE	14.17

ACE HARDWARE	07 72
ACE HARDWARE	16 12
ACE HARDWARE	52 10
RINKY DINKS	15 00
RINKY DINKS	15 00
BLACK DIAMOND	65 00
BLACK DIAMOND	15 00
MURPHY ELEVATOR COMPANY INC	000 00
MURPHY ELEVATOR COMPANY INC	110 67
CLARK-FLOYD LANDFILL LLC	1 620 00
BIG O TIRES	610 15
QUILL	276 25
QUILL	006 10
CINTAS #302	212 56
CINTAS #302	77 72
CINTAS #302	212 56
CINTAS #302	77 72
CINTAS #302	212 56
CINTAS #302	77 72
CINTAS #302	212 56
CINTAS #302	56 27
CINTAS #302	060 52
CINTAS #302	56 27
CINTAS #302	020 00
CINTAS #302	(00 56)
CINTAS #302	(00 56)
CINTAS #302	(00 56)
CINTAS #302	(11 01)
CINTAS #302	(11 01)



CINTAS #302	611 01\
CINTAS #302	611 01\
EARTH FIRST	111 00
DEAN, TERRY	15 00
GRAINGER	270 01
GRAINGER	07 16
GRAINGER	111 27
HOME CITY ICE CO.	171 00
USA BLUE BOOK	721 25\
USA BLUE BOOK	757 22
USA BLUE BOOK	627 60
BIOCHEM, INC.	5 155 75
DELTA SERVICES, LLC	1 011 00
DELTA SERVICES, LLC	601 00
SPENCER MACHINE & TOOL CO INC	175 00
SPENCER MACHINE & TOOL CO INC	1 120 52
CITY DIRECTORIES	765 00
METRO ANSWERING SERVICE	70 00
EYE-TRONICS	721 02
OFFICE DEPOT	12 00
OFFICE DEPOT	05 26
HOME DEPOT	7 07
HOME DEPOT	60 77
HOME DEPOT	11 27
HOME DEPOT	12 01
KENTUCKIANA WIRE & ROPE	712 12
PRO4MANANCE CONTRACTING	14,287.22
CRUM'S HEATING & COOLING	121 00
NCL OF WISCONSIN INC	770 26

RELIN AMERICA, INC	1 052 78
RELIN AMERICA, INC	2 762 21
ENVIRONMENTAL LABORATORIES INC	375.00
ENVIRONMENTAL LABORATORIES INC	40.00
ENVIRONMENTAL LABORATORIES INC	30.00
MEINERS MEDICAL FIRE & MEINERS	785 00
MEINERS MEDICAL FIRE & APPLEGATE FIFER DILLIAM WIRE	150 00
APPLEGATE FIFER DILLIAM WIRE	82 50
APPLEGATE FIFER DILLIAM WIRE	612 50
APPLEGATE FIFER DILLIAM WIRE	1 072 50
ELEMENT MATERIALS	22 80
ELEMENT MATERIALS	22 80
ELEMENT MATERIALS	14 10
NAPA OF NEW ATRANV	20 20
NAPA OF NEW ATRANV	15 01
NAPA OF NEW ATRANV	56 11
NAPA OF NEW ATRANV	51 08
WALLACE, MIKE	80 00
SAERTEX MULTICOM ID	11 052 50
SOURCE 1 ENVIRONMENTAL	177 68
GOTTA GO INC.	2 187 00
GOTTA GO INC.	072 00
NORTON HEALTHCARE	80 00
UPS SUPPLY CHAIN SOLUTIONS	762 51
ALLTERRAIN PAVING & CONSTRUCT	7 711 00
ALLTERRAIN PAVING & CONSTRUCT	1 250 00
ALLTERRAIN PAVING & CONSTRUCT	800 08
ALLTERRAIN PAVING & CONSTRUCT	275 00

ALLTERRAIN PAVING & CONSTRUCT	1 581 00
ALLTERRAIN PAVING & CONSTRUCT	175 00
SCHWALM USA LLC	2 201 00
HERITAGE PETROLEUM LLC	30 00
<b>Total</b>	<b>4 987 00</b>

INDIANA AMERICAN WATER	20 72
INDIANA AMERICAN WATER	28 01
INDIANA AMERICAN WATER	20 72
INDIANA AMERICAN WATER	20 72
INDIANA AMERICAN WATER	20 72
GIBSON LAW OFFICE, LLC	865 28
VECTREN ENERGY DELIVERY	50 12
VECTREN ENERGY DELIVERY	17 72
VECTREN ENERGY DELIVERY	10 00
VECTREN ENERGY DELIVERY	06 00
VECTREN ENERGY DELIVERY	17 72
VECTREN ENERGY DELIVERY	17 50
VECTREN ENERGY DELIVERY	51 26
AT&T	121 25
AT&T	206 07
DUKE ENERGY	11 152 25
DUKE ENERGY	217 80
DUKE ENERGY	158 50
DUKE ENERGY	160 67
DUKE ENERGY	12 51
DUKE ENERGY	10 62
DUKE ENERGY	11 26
DUKE ENERGY	72 00

DUKE ENERGY	12 81
DUKE ENERGY	2 107 10
CARD SERVICES	10 00
CARD SERVICES	272 76
SECURITY PROS, LLC	62 00
INDIANA AMERICAN WATER	28 01
INDIANA AMERICAN WATER	12 26
INDIANA AMERICAN WATER	100 22
INDIANA AMERICAN WATER	28 01
INDIANA AMERICAN WATER	201 10
NEW ALBANY MUNICIPAL UTILITIES	1 17
NEW ALBANY MUNICIPAL UTILITIES	1 17
NEW ALBANY MUNICIPAL UTILITIES	1 17
NEW ALBANY MUNICIPAL UTILITIES	1 17
GIBSON LAW OFFICE, LLC	865 28
AT&T	710 17
INDIANA AMERICAN WATER	28 01
GIBSON LAW OFFICE, LLC	865 28
STORMWATER\RAIN AGE FUND	62 766 15
BANK OF NEW YORK TRUST CO	150 701 0
HARRISON CO. REMC	227 58
HARRISON CO. REMC	75 28
FLOYDS KNOBS WATER	1 001 11
FLOYDS KNOBS WATER	2 125 22
DUKE ENERGY	22 12
DUKE ENERGY	022 70
DUKE ENERGY	67 01
DUKE ENERGY	262 56
DUKE ENERGY	15 00

DUKE ENERGY	18 50
DUKE ENERGY	286 16
DUKE ENERGY	116 08
DUKE ENERGY	756 10
FLEETONE MSC 30425	1 811 50
COVERALL SERVICE COMPANY	1 075 00
AT&T	116 81
SPECTRUM BUSINESS	110 08
SPECTRUM BUSINESS	500 00
SPECTRUM BUSINESS	00 08
<b>Total</b>	<b>500 210 1</b>
<b>Grand Total</b>	<b>500 255 0</b>

**Mr. Grimes moved to approve the above claims, Mr. Wilkinson second, all voted in favor.**

**ADJOURN:**

There being no further business before the board, the meeting adjourned at 9:55 a.m.

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Mayor Gahan, President

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Vicki Glotzbach, City Clerk