

BOARD OF WORKS AND PUBLIC SAFETY

JANUARY 12, 2011

4:00 P.M.

10 SOUTH STATE STREET

COUNCIL CHAMBERS, ROOM 127

PRESENT:	Joe Duffy	Greg Niece
	Ron Nichter	Joanie Fitzwater
	Gregg Morelock	Tracy Doyle
	Larry J. Breese	Dave Scheiter
	Mike Fruth	Guy Titus
	Chief Jester	

APPROVAL OF MINUTES:

Duffy moved to approve the December 22, 2010 meeting minutes as circulated and presented, seconded by Nichter. Motion carried *viva voce*.

ELECTION OF CHAIRMAN FOR 2011:

Nichter moved to nominate Joe Duffy to continue as Chairman and Presiding Officer for the Greenfield Board of Works and Public Safety for 2011, seconded by Duffy. Motion carried *viva voce*.

ATTORNEY APPOINTMENT FOR 2011:

Duffy moved to appoint Gregg Morelock as attorney for the Greenfield Board of Works and Public Safety for 2011, seconded by Nichter. Motion carried *viva voce*.

CLERK-TREASURER'S OFFICE:

Clerk-Treasurer, Breese presented the annual city's "Buy Back of PTO" for those employees that have accumulated more than 100 days for civil city and over 50 for Fire Department personnel. A list of those employees was presented as part of this request. Nichter moved to approve the buy back list as presented, seconded by Duffy. Motion carried *viva voce*.

Clerk-Treasurer, Breese presented an agreement with Simplex Grinnell for Fire Alarm Inspections at McClarnon Government Center for 2011 as in previous years. Nichter moved to approve this request as presented, seconded by Duffy. Motion carried *viva voce*.

STREET / CEMETERY DEPARTMENTS:

Greg Niece presented the Park Cemetery Deeds for acceptance and approval as presented. Nichter moved to approve the park Cemetery Deeds as presented, seconded by Duffy. Motion carried *viva voce*.

Greg Niece requested permission to solicit quotes for a new salter. Duffy moved to approve this request, seconded by Nichter. Motion carried *viva voce*.

Greg Niece requested that Ryan Kinder, Foremen be given a pay raise, effective January 22, 2011 at a pay rate of \$21.00 per hour as per Salary Ordinance for 2011. Nichter moved to approve this recommendation for a pay raise for Ryan Kinder as presented, seconded by Duffy. Motion carried *viva voce*.

PLANNING DEPARTMENT:

BOARD OF WORKS MINUTES OF 1-12, 2011 PAGE 2

Joanie Fitzwater presented a request for encroachment from Christopher Maurer of Lot 108 Hampton Place / 1298 Rosemary Court. Ms. Fitzwater recommended that this request be denied as reviewed by staff. They felt this request for encroachment would adversely affect the use of the easement. Duffy moved to deny this request as presented and recommended by the Planning Administrator, Fitzwater, seconded by Nichter. Motion carried *viva voce*.

Joanie Fitzwater presented a Task Order Number Two as an amendment to and made apart of the Agreement dated May 4, 2010, between the City of Greenfield and R. W. Armstrong & Associates, Inc., for scope of work and fee summary as made a part of this agreement. Nichter moved to approve this amended agreement as presented, seconded by Duffy. Motion carried *viva voce*.

Joanie Fitzwater requested permission to solicit quotes for a new vehicle for her department as approved by Common Council in her 2011 budget. Duffy moved to approve this request to solicit quotes for a new vehicle, seconded by Nichter. Motion carried *viva voce*.

PARKS & RECREATION DEPARTMENT:

Tracy Doyle presented a Standard Short Form Contract for Professional Services between City of Greenfield and Mader Design, LLC., for Beckenholdt Park Phase 2 for a stipulated sum of \$25,800.00 plus reimbursable expenses for the design, documentation, bidding, and construction observation for park improvements, including trails, parking area, restroom building, picnic area, reforestation and prairie plantings, bioretention-raingarden near the parking lot and restroom building, and boardwalks. Nichter moved to approve this agreement as presented, seconded by Duffy. Motion carried *viva voce*.

SEWER & WATER DEPARTMENT:

Dave Scheiter requested permission to solicit quotes for a back-up breaker at the North Water Plant. In general, it will be a 2000amps, 480 volt, 3-phase breaker. Nichter moved to approve this request as presented, seconded by Duffy. Motion carried *viva voce*.

Dave Scheiter presented an Agreement for On-Call Engineering Services between City of Greenfield and Burgess & Niple, Inc., as outlined in agreement for scope of services. Mr. Scheiter recommended that Board of Works and Public Safety accept the contract as amended per request of City Attorney, Morelock and allow Burgess & Niple, Inc. to commence with the review of our water treatment and distribution system. Each directive will be approved through the Water Utility Superintendent and Mayor prior to the start of each Task Order. Nichter moved to approve this agreement as presented and reviewed by Attorney, Morelock, seconded by Duffy. Motion carried *viva voce*.

POLICE DEPARTMENT:

Chief Jester requested that Patrolman John Cutler be promoted to Senior Patrolman, effective January 22, 2011 as this is a time driven promotion. Nichter moved to approve the promotion as presented, seconded by Duffy. Motion carried *viva voce*.

POWER & LIGHT DEPARTMENT:

Guy Titus requested permission to solicit quotes for a used tow motor for use in new warehouse and storage facility. Nichter moved to approve this request, seconded by Duffy. Motion carried *viva voce*.

ENGINEERING DEPARTMENT:

Mike Fruth presented a revised and suggested copy charges to be established for the City of Greenfield, effective January 13, 2011.

BOARD OF WORKS MINUTES OF 1-12-2011 PAGE 3

Copies of the proposed charges are attached and made apart of these minutes. Nichter moved to approve as presented, seconded by Duffy. Motion carried *viva voce*.

LAW DEPARTMENT:

Attorney, Morelock presented Interlocal Agreement between the City of Greenfield and Greenfield Central Community School Corporation. It is the purpose of this agreement to allow the Greenfield Police Department to enforce the traffic safety laws of the State of Indiana and as contained within the Greenfield Code of Ordinances upon all real estate within the incorporated limits of the City of Greenfield, Indiana, owned, operated or managed by or on behalf of the Greenfield Central Community School Corporation. Nichter moved to approve this Interlocal Agreement as presented, seconded by Duffy. Motion carried *viva voce*.

ADJOURNMENT:

There being no further business to be brought before the Greenfield Board of Works and Public Safety, Nichter moved to adjourn the meeting at 4:15 p.m., seconded by Duffy. Motion carried *viva voce*.

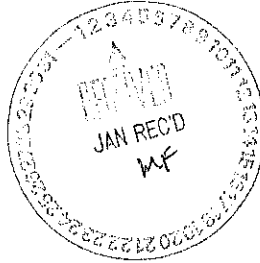
Larry J. Breese, IAMC, MMC
Clerk-Treasurer

Joe Duffy, Chairman
Presiding Officer

SimplexGrinnell

BE SAFE.

A Tyco International Company



December 30, 2010

City of Greenfield
Attn: Mike Fruth
10 S. State Street
Greenfield, IN 46140

Subject : SimplexGrinnell Renewal Agreement
Contract : 537965
Facility Location : Same address as above

Fire Alarm Inspection : \$859.00

As you may know, your current SimplexGrinnell Agreement will need to be renewed on March 31, 2011. The new period will be for April 1, 2011 – March 31, 2012. Your coverage specifications will remain the same, incorporating the attached Terms and Conditions.

A SimplexGrinnell Agreement provides you with the highest quality service, performed by factory trained technicians. In addition, the Agreement provides local and national parts availability, as well as national technical and engineering support.

To avoid a lapse in coverage, please return this renewal letter (along with a purchase order if required) to my attention at the above address, or it can be faxed to (317) 826.2140. You will not be sent an Invoice until this documentation is received.

The ability to schedule inspections in a timely fashion may be hindered, as well as additional charges may be incurred, if the renewal information is not received 30 days prior to the expiration date.

Should you have any questions, please do not hesitate to contact me at the numbers listed above.

Regards,

Susan Stainbrook

Susan Stainbrook
Contract Administrator

One Year Option
Investment \$859.00
Term 04/01/11-03/31/12

Larry J. Breese
Print Name

Larry J. Breese
Signature

1-12-2011
Date

Purchase Order

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.
ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Susan Stainbrook
Contract Administrator
SimplexGrinnell LP
11820 Pendleton Pike
Indianapolis, Indiana 46236-3626
(317) 723.0002 : Direct
(317) 826.213 0 : Main Office
(317) 826.2140 : FAX

sstainbrook@simplexgrinnell.com
www.simplexgrinnell.com
(317) 826.FIRE (3473) : 24/7 Service

Employee #	Employee Name	Days	Day Rate	Amount
307	Judy Smoll	7.5	163.46	1,225.95
339	Cathy Shuler	10	143.42	1,434.20
99	Mike Fruth	10	370.98	3,709.80
425	Don Rogers	10	165.83	1,658.30
382	Greg Roland	10	147.91	1,479.10
124	Paul R. Adams	4	387.84	1,551.36
67	Steven Bowlby	10	131.20	1,312.00
77	Brian E. Burkhardt	10	205.84	2,058.40
105	Rolly Castro	10	122.71	1,227.10
125	Greg DeWitt	5	439.92	2,199.60
82	Don Ogle	10	205.84	2,058.40
126	James Roberts	10	236.64	2,366.40
527	John R. Woods	5	439.92	2,199.60
148	John Evans	10	132.51	1,325.10
383	Larry S. Libby	0.5	198.38	99.19
205	William New	7	128.31	898.17
418	Sharon Johnson	7.5	122.64	919.80
355	Randy Ratliff	9	173.36	1,560.24
221	Leslie Franklin	5.5	123.83	681.07

FILED WITH
CITY OF GREENFIELD

DATE 1-12-2011

TIME _____

Larry J. Breese Clerk Treasurer

Board of Works & Public Safety Approved on this Date

Larry Breese

TASK ORDER NUMBER TWO

This Task Order Number Two is an amendment to and made a part of the Agreement dated May 4, 2010, between the City of Greenfield (Owner) and R. W. Armstrong & Associates, Inc. (Consultant). This Task Order Number Two includes the scope of work and fee summary.

1. SCOPE OF WORK

Task Order Number Two will be to provide Planning and Zoning support to the City of Greenfield related to enforcement of development ordinances and regulations of the City. Costs for Task Order Number Two are not to exceed two thousand five hundred dollars (\$2,500.00).

2. SCHEDULE

Task Order Number Two will be completed by December 31, 2011.

3. PAYMENT

Labor: Subject to the limitations set forth in Section C of this Attachment and other terms and conditions set forth elsewhere in the Agreement, Consultant's compensation shall be based upon the following rate table below. Such rates are subject to adjustment on an annual basis.

EMPLOYEE HOURLY CLASSIFICATION RATE

Director	204.59
Senior Project Manager	157.38
Project Manager	125.90
Senior Planner	125.90
Design Manager	141.64
Designer	100.72
Planner	69.25
Administrative Assistant	66.10

Reimbursable Expenses: Reimbursable Expenses shall be billed at cost for the expenses incurred by Consultant and Consultant's employees directly related to the project. Reimbursable Expenses include, but are not limited to:

Transportation in connection with the Project (mileage shall be billed at the US General Services Administration federal mileage reimbursement rate), authorized out-of-City travel and subsistence, and electronic communications;
Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
Expense of overtime work requiring higher than regular rates if authorized in advance by the OWNER; and
Renderings, models, and mock-ups requested by the OWNER.



Engineering and Planning Department

January 12, 2010

Board of Public Works & Safety
City Hall
Greenfield, IN 46140

RE: Encroachment Agreements

Members:

Our department has received request to encroach into Utility/Drainage easements for the purpose of constructing a fence. These residential properties have applied for an improvement location permit and an encroachment agreement into the existing easement. Upon review of these applications, our staff has determined that the encroachment will adversely affect the use of the easements. Therefore, it is my recommendation that the Board of Public Works & Safety deny the following encroachment agreements.

- Christopher Maurer L108 Hampton Place/1298 Rosemary Ct.

Respectfully submitted,

Joanie Fitzwater
Zoning Administrator



Water Utility

451 Meek Street : Greenfield, Indiana 46140
water@greenfieldin.org
Phone 317-477-4350 Fax 317-477-4351

January 12, 2010

Mayor Brad DeReamer
Board of Works & Public Safety
10 South State Street
Greenfield, IN 46140

Re: North Water Plant
Spare Breaker


Mayor & Board Members,

The north water plant suffered a major electrical malfunction after start up in 2005. The plants main electrical breaker blew. GP&L as well as outside electricians responded to the problem. After several hours, power was restored.

The repairs allowed the plant to run, but the entire plant was operating under a high risk atmosphere. The plant's equipment was not properly protected while the main breaker was by-passed. We were advised by Power & Light's Engineers that we should obtain a spare breaker as soon as possible. One reason was the trouble that was experienced during the first episode and the other was the plant's location and the electrical system that feeds the area.

Therefore, I am requesting the Board's permission to request quotes for a spare breaker for the North Water Plant. In general, it will be a 2000 amps, 480 volt, 3-phase breaker. We may have a chance to find a new breaker at a very good price.

Sincerely,


David Scheiter, Supt.
Greenfield Water & Wastewater Utility



Water Utility

451 Meek Street : Greenfield, Indiana 46140
water@greenfieldin.org
Phone 317-477-4350 Fax 317-477-4351

January, 12, 2010

Mayor Brad DeReamer
Board of Works & Public Safety
10 South State Street
Greenfield, In 46140

Re: Burgess & Niple Contract for
Review of Water System Needs

Mayor & Board Members,

At the last Board Meeting, Burgess & Niple was selected and approved from a list of 11 out of 40 engineering firms that we had notified through a Request for Proposal process. We would use them to help us review several aspects of our Water Utility. A service contract was submitted for our review and approval.

City Attorney Morelock requested several changes to their contract before he could recommend that the City could move forward with any of their services. These changes have been made and resubmitted for our approval.

It is my recommendation that Board accept the contract changes, as previously requested by Mr. Morelock, and allow Burgess & Niple, Inc. to commence with the review of our water treatment and distribution system. Each directive will be approved through the Water Utility Superintendent and Mayor's Office prior to the start of each Task Order. A list of their personnel hourly rates is attached for your review.

Sincerely,



David Scheiter, Supt.
Greenfield Water & Wastewater Utility

Cc: Glen Morrow, Burgess & Niple
Michael Fruth, City Engineer
Gregg, Morelock, City Attorney

Greenfield Police Department under the supervision of the Mayor of Greenfield, Indiana, and the Board of Public Works and Safety of Greenfield, Indiana. However, the staff and employees of both the City of Greenfield, Indiana, and the Greenfield Central Community School Corporation shall cooperate and work together to effectively enforce said traffic laws and ordinances upon the subject real estate.

SO AGREED this 12 day of JANUARY, 2011.

CITY OF GREENFIELD BOARD OF
PUBLIC WORKS AND SAFETY

GREENFIELD-CENTRAL
COMMUNITY SCHOOL CORPORATION

Brad DeReamer, Mayor

Joseph Duffy

Ronald Nichter

ATTEST:

Larry J. Breese

Dr. Linda Gellert, Superintendent

Dr. Michael Summers, Trustee

Retta Livengood, Trustee

Dan Leary, Trustee

Dan Riley, Trustee

Kent Fisk, Trustee

INTERLOCAL AGREEMENT

Comes now the City of Greenfield, Indiana, by and through its Board of Public Works and Safety, and the Greenfield Central Community School Corporation, by and through its Board of Trustees, and enter into an Interlocal Agreement pursuant to I.C. 36-1-7, said Agreement as follows:

1. This Agreement shall last until terminated by either party with thirty (30) days in advance written notice to the non-terminating party, or by mutual agreement.
2. It is the purpose of this Agreement to allow the Greenfield Police Department to enforce the traffic safety laws of the State of Indiana and as contained within the Greenfield Code of Ordinances upon all real estate within the incorporated limits of the City of Greenfield, Indiana, owned, operated or managed by or on behalf of the Greenfield Central Community School Corporation.
3. It is further agreed by the parties that each party shall pay out of their own budgeted funds, any and all expenses associated with each party's obligation pursuant to the terms of this Agreement.
4. This Agreement shall be administered by and through the Board of Public Works and Safety of the City of Greenfield, Indiana, and the Greenfield Central Community School Corporation Board of Trustees, and may only be modified by written agreement executed by all parties.
5. Enforcement of the traffic regulations of the State of Indiana and the Code of Ordinances of Greenfield, Indiana, shall be solely and exclusively the province of the



Suggested Copy Charges to be Established for City of Greenfield

Effective Date January 13, 2011

Paper Size	Black & White Copy	Color Copy
Letter 8 ½ X 11	\$ 0.10	\$ 0.20
Legal 8 ½ X 14	\$ 0.25	\$ 0.35
Ledger 11 X 17	\$ 0.50	\$ 0.60
Plotter	\$ 1.00 per square foot	\$ 1.00 per square foot