

**PUBLIC WORKS COMMITTEE**  
**September 2, 2008**  
**3:35 P.M.**

Councilman Rico, Chairman, called the meeting of the Public Works Committee to order, with Councilman Benson, Berz, Pierce, Shockley, and Robinson present. Also present were City Attorneys Randall Nelson, Mike McMahan, and Phil Noblett. Shirley Crownover, Assistant Clerk to the Council, was also present.

Others present included Lee Norris, Jim Templeton, Gary Hilbert, Denny Malone, Steve Leach, Missy Crutchfield, Joachim Volz, Dan Johnson, Jerry Stewart, Daisy Madison, Mayor Littlefield and Richard Beeland.

**AGENDA ITEMS FOR SEPTEMBER 2, 2008**

Adm. Leach stated that he had several items to discuss; that he had asked Phil Noblett to discuss **Resolution 7(a)** in regards to Todd McCain; that this had been heard several times previously and that Mr. McCain was present tonight.

Attorney Noblett stated that this was a Resolution that would authorize Mr. McCain to use a portion of Manchester Ave. and Glenn Road; that at the last meeting we went through a diagram showing the right-of-ways involved; that this right-of-way had never been abandoned. He stated that he met with Jim Gentry and Mr. Mallchock, who wanted to see the information that we had on this case; that the information had already been given to Mr. McCain; that the dispute lay in the fact that Mr. Gentry and Mr. Mallchock stated they had been paying taxes on this property since 1999; that there was a lawsuit in 1999; however the City was not a part of this lawsuit, and the Chancellor moved on this, and they felt they had an understanding. He went on to say that the City felt that anyone adjoining this right-of-way should have access. Mr. Noblett stated that Mr. Gentry and Mr. Mallchock were asking that this be delayed one more time, and their attorney would ask this as well; they feel that a ruling declares them to be the owners, and the City is not a part of it. He stated that whatever the Council did, there would be some sort of litigation. He added that these folks were saying that they only found out about this recently and were asking for more time; that he had received a letter, and it would be up to the Council on whether or not they wanted to delay this; that anyone should have the same use of this right-of-way.

Councilman Shockley asked if the City would be part of the impending litigation? Mr. Noblett responded that we would be if we got sued.

Councilman Pierce questioned if there was any point in prolonging this; that he would be more supportive of moving on than waiting.

Attorney Noblett noted that GIS has these people as owners, and they only learned this last week; that this has been pending since June.

Councilwoman Robinson stated that this is in District 2, and she was confounded; that the Council always sent people in to meet with the neighbors and get issues ironed out, and then they come as a group to agree or disagree; that she would encourage holding this off until the neighborhood has worked together and then the Council take action, and this may result in a lawsuit; that she had been told by all three involved that there had been no full discussion; that one party is opposed to change, and this will result in a lawsuit. She stated that she was told that Mr. Mallchock and Mr. Gentry will be represented by an attorney tonight and Mr. McCain will represent himself; that Mr. Mallchock asked that this be deferred for one more week; that at the Council meeting tonight, each councilperson can cast their own ballot.

Councilman Benson stated that they would have to get Council approval; that both parties would be represented tonight, and he would let each party have three minutes to speak.

Councilwoman Robinson stated that this would be taken up at the time it is on our agenda.

Councilwoman Berz stated that she had heard the questions—that she did not know the people involved; that she thought she understood that this all came about when Mr. Gentry quitclaimed his interest when he did not have an interest—that it was a City right-of-way.

Attorney Noblett stated that a ruling from the Chancellor says they are the owners of the improved land.

Councilwoman Berz stated “right”—the land, but the road itself is the issue and all should have equal access, whether they had paid taxes on it or not; that we can’t deny anyone, and we can’t favor anyone over another.

Attorney Noblett agreed that all have to be treated equally.

Councilwoman Berz stated that it is pretty clear that tonight is **it**.

Councilman Shockley asked if Mr. Gentry had a document of how the easement was acquired if he claims ownership?

Attorney Noblett stated that in 1914 this was laid aside as a roadway, and this has been improved with a sewer line in the 1960's and re-worked; that the City has considered it a right-of-way; that in the 1999 lawsuit, the City was not a party to this.

**Resolutions (e) and (f)** had already been discussed.

**Resolution (g)** authorizes an Agreement with the Water Environment Federation (on behalf of the National Biosolids Partnership) relative to Contract No. W-08-020-101, Independent Third-Party Audit of the Biosolids Environmental Management System, for a term of five years and with the cost not to exceed \$20,400.00. Adm. Leach asked Mr. Stewart to address this.

Mr. Stewart explained that we joined a program for certification and part of the process is that this be documented with a Third-Party Audit; that at this point we have put in a lot of hard work and it will be like getting "The Goodhousekeeping Seal of Approval".

Adm. Leach added that we have to verify that we are doing what we say we are doing.

Councilman Benson wanted to know what was being done about the Hurricane Creek and Windstone odor? Mr. Stewart responded that they were working on this now and preparing a response.

**Resolutions (h), (i), and (j)** all have to do with the Mountain Creek Pump Station. **Resolution (h)** accounts for additional engineering work; **Resolution (i)** is with Lamar Dunn & Associates for related-preparation; and **Resolution (j)** is for the actual construction. Mr. Leach explained that this is an area that floods and needs to be above flood level. These three Resolutions are all related.

**Resolution (k)** authorizes a Change Order to the Contract with Consolidated Technologies, Inc. for engineering services for the design and construction of improvements to the gas collection system at the Summit Landfill, increasing the contract amount by \$42,700.00, for a revised contract amount not to exceed \$118,200.00. Mr. Leach stated that this area is growing, and we need to make sure that methane is properly handled.

**AGENDA ITEMS FOR SEPTEMBER 9, 2008**

**Ordinance 6(d)** relating to GPS closure and abandonment, Mr. Leach stated that been around for a couple of weeks. Mr. Bob Franklin and an attorney have been working on contract language between the City and GPS.

Attorney Nelson stated that Councilwoman Bennett had a meeting, and the neighbors wanted copies of previous closings. Mr. Malone stated that these copies had been made available to them, and they had been notified.

Adm. Leach explained that this was a connector road between the campus and Barton Ave.; that the request is to leave it open, and the City will have control over the landscaping and appearance.

**Ordinance (h)** is a closure and abandonment for the City of Chattanooga for a portion of the right-of-way at the 1100 Block of Lindsay Street. This is behind Warehouse Row and is a minor adjustment. Lindsay Street will be re-configured, and this will go to the abutting property owner.

**Resolution (d)** authorizes Change Order No. 1 relative to Contract No. W-06-008-201, 2006 Miscellaneous Sanitary Sewer Point Repair Contract, with Mayse Construction Co, increasing the contract amount b6 \$35,745.57, for a revised contract amount not to exceed \$235,745.57. This is the final change order. Part of the sewer line is non-existent and had deteriorated. This is a change order to the original contract. Adm. Leach asked Mr. Malone how many feet and was told about 80 ft.

**Resolution (e)** authorizes payment in the amount of \$236,617.50 from Ken Defoor Properties relative to Contract No. E-06-006-202, Northpoint Boulevard Extension Phase 2 and 3.

The meeting adjourned at 4:00 P.M.

