

MONROE COUNTY STORMWATER MANAGEMENT BOARD
Wednesday April 12, 2023, at 3:00 PM
County Courthouse Building, 3rd Floor – Nat U Hill Meeting Room
Hybrid Meeting with Virtual Attendance via Zoom

AGENDA

1. Call to Order
2. Public Input for Items not on the Agenda
3. Approval of Minutes for January 11, 2023 +*
4. Business
 - a. Monroe County SWCD – 2022 Grants Summary Presentation
 - b. MS4 Co-permitting Memorandum of Agreement with Ivy Tech Community College – Bloomington +*
 - c. Friends of Lake Monroe – Community Action Initiative Funding Request +*
5. Stormwater Expenditure Reports for February and March 2023 +
6. Staff Reports
 - a. Adam Rickert – 2022 MS4 Annual Report Presentation
 - b. Marie Dishian and Forrest Levy – O’Neill Fellows Presentation on 2021-2022 Post-Construction BMP Inventory Data Summary
7. Adjournment
 - a. Date of Next Meeting: Wednesday May 10, 2023, at 3:00 PM

+ Attachment Included

* Action Required to Approve/Deny

Zoom Meeting Information:

<https://monroecounty-in.zoom.us/j/81213756148?pwd=bWcrOEhJQzd1WklaSUo1U2lSNdhVdz09>

Meeting ID: 812 1375 6148

Password: 264969

Dial by your location

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Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact Monroe County Title VI Coordinator Angie Purdie, (812)349-2550, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event.

Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed.

The meeting is open to the public.

MONROE COUNTY STORMWATER MANAGEMENT BOARD
Wednesday January 11, 2023, at 3:00 PM
County Courthouse Building, 3rd Floor – Nat U Hill Meeting Room
Hybrid Meeting with Virtual Attendance via Zoom

MINUTES

MEMBERS PRESENT: Lee Jones (president), Julie Thomas (vice president), Penny Githens, Trohn Enright-Randolph

MEMBERS ABSENT: None

STAFF: Lisa Ridge (Highway), Adam Rickert (MS4 Assistant), Forest Levy (Intern)

OTHERS: Tamby Wikle-Cassady, Martha Miller (SWCD), Hannah Martin (SWCD)

Call to order: Penny Githens called the meeting to order.

Election of Officers for 2023.

Githens said she would like to nominate Lee Jones for president; seconded by Trohn Enright-Randolph. VOTE: AYE (unanimous). Jones said she would like to nominate Julie Thomas for vice president; seconded by Trohn. Vice President: VOTE: AYE (unanimous).

Public Input for Items not on the Agenda

Tamby Wikle-Cassady spoke. She said I am a resident of Monroe County and the Clear Creek valley. She said as I have mentioned on other occasions there are neighbors of us who have problems down there with flash flooding from time to time. She said I wanted to say a few things in response to what our flood plain administrator was saying. She said my first is I think it would be a good idea to have that stormwater administrator as part of the drainage board or at least sitting in on the drainage board and stormwater meetings. She said I think there needs to be a little more cohesiveness. She said I also wanted to bring to your attention a couple areas that are being blocked south of Clear Creek. She said I have some photographs to share. She said there is an abandoned railroad trestle that has an abutment where the trestle went across. She said it is probably 40- to 60-feet wide; on one side it is about 12 feet high and on the other side it is 20- to 30-feet high. She said it is really huge; it's like a levee. She said then there is a culvert that sits in the creek about 2- to 3-feet high, and it is about 24-feet square and it sits right in the creek and it has chain link fences on both sides of it. She said the chain link is actually being caught up in the creek. She said I think we could have some kind of a project to clean that up and help the water flow to the south of us. She said another item that Tammy (Behrman) mentioned was that there are 107 FEMA insured properties in Monroe County; I think a better look at that would be the actual properties that are both in the floodway and the floodplain that would be affected if they had damage or, as FEMA states in one of their publications, they encourage you, if you are in the flood way and haven't had flood damage, to make improvements like getting your furnace out from under your crawl space. She said you may be familiar, all the homes down there are built between the 1890s and 1930; we need new foundations and basements and things like that. She said this is a common issue for vehicles in the area whenever flash flooding occurs, we have around 6,000 pieces of traffic a day that cross the intersection of That Road and South Rogers Street. She said it affects a lot of people; it is not just the specific structures and homes in the

area. She said I think cleaning this up would be an amazing positive for all of the community, because I think we all want clean water. She said I appreciate your time today.

Jones said I have a question about the culverts that are in the creek. She said are they horizontal or vertical to the flow. Wiksell-Cassidy said they run with the flow but it appears like maybe the creek used to flow in them and the creek has gotten bigger over the years and the creek will teach itself to run around it. She said they are about half-blocked underwater. She said where the trestle went across, there is a culvert that is about halfway underground. She said it is made out of concrete so it's really old and I have no idea where it goes to. She said it is south of the gym and the cleanup business that is there. Githens commented that usually our stormwater director is at these meetings; it is very unusual that she is not here today.

Lisa Ridge said I don't know if you have made work requests. She said we have a process in the department that we investigate every request that has a concern. She said we send the proper personnel out there to see if there is a scope of work that can be completed by one of our crews; it could be stormwater or it could be a bridge crew. She said if we know these locations, then we can get them into our system.

Trohn said we did meet at Drainage Board earlier this month to discuss this. He said Kelsey Thetonia our MS4 Coordinator was there. He said Tammy Berhman was there as well, virtually. He said she just took over the role of the floodplain administrator. He said she has talked about amending some of planning ordinance to coincide with the State. He said it reflects the type of work that she is taking upon herself to address a lot of different concerns. He said one thing I said at the Drainage Board meeting is that this issue involves a number of different entities, as far as how the county conducts business and, just like Ms. Ridge was saying, there's a right-of-way issue, there's a stormwater issue, there's a drainage issue. He said this does seem like something we should look at and consider a path forward. He said also that this is in the area where there is annexation occurring. He said it could potentially be outside of the county's jurisdiction. He said I think if we address it incrementally and have a strategy ready to execute and if it looks like it is going to take a lot of effort on the county's behalf to address this then maybe we could have a plan on how to move forward once we know this is going to stay in the county's jurisdiction and, if not, pass that document along to the City. He said those were my comments at the Drainage Board and I was just wanting to echo those here today.

Approval of Minutes for December 14, 2022.

Motion to approve by Githens; second by Trohn. VOTE: AYE (unanimous). Jones said she had a big pile of minutes to put in the Stormwater mailbox. Trohn commented said you can put those in the Surveyor inbox since Donna Barbrick is in our office and she does those minutes. Jones said ok.

New Business

HTNB On-Call Contract for Professional Services

Motion to approve the master task order prime agreement for professional services by Githens; second by Thomas.

Ridge said this is similar to other agreements that we bring to the board or to the commissioners on behalf of Highway or Cumulative Bridge. She said it is a kind of on call agreement with a

consultant service if we run across a project for additional plan review. She said this will be as needed, and we have a few of these in the county at this time. She said it is there for additional assistance if it is needed. She said I know Kelsey relies on our county engineer as much as possible but sometimes there are things out of his realm that we need to reach out for additional engineering services. Trohn said we have two of these service providers on retainer more or less, and that would be Christopher Burke and now this company. He asked does that mean Terry Quillman is officially retired. Ridge said Terry is officially retired and it is always a good idea to have more than one engineering services available just in case it is needed. Trohn said he looked up this company on the internet and that they are quite large and are increasing their presence in the state of Indiana quite significantly.

Jones called for a vote. **VOTE: AYE (unanimous). Motion carried.**

Old Business

Baby Creek Amendments 3 and 4 for re-design of structures 1345 and 1355 plus acquisition of additional right of way

Motion for approval by Githens; second by Thomas. Trohn said the only comment I have is when it says detailed design, it would be interesting to see that design. Githens said there was a discrepancy between the agenda and the contract on the structure numbers and she asked what is was supposed to be and whether an amendment was needed. Ridge said I think it is just a typo on the agenda. Thomas commented it was a scrivener's error that we can note when we call for a vote. Jones called for a vote. **VOTE: AYE (unanimous). Motion carried.**

2023 MOU with SWCD for Stormwater Grant Program

Motion to approve by Trohn Enright-Randolph; second by Thomas. Thomas said my question would be for staff. She said it looks like this is the same amount as past years but I wanted to make sure the scope is the same. Ridge said I am not aware of any changes made to the MOU; it is the same amount.

Hannah Martin spoke. She said I started midway through this past year and we already have a list of people who have inquired about the program. She said I think the money will be easily dispersed this coming year. Thomas said I have a question. She said you have done a great job of listing out the applicants and the totals. She said the total comes to more than the \$35,000 but there is a carryover from previous years. She said it looks like what you are saying is that once you pay out from the end of 2022 projects that were not done late in the year, those will be paid out in 2023 and there will still be a \$9,000 balance and then this \$35,000 will roll into that balance and ostensibly \$44,000 is available.

Martin said that is correct and thank you for navigating that. She said this was my first time putting together the report. She said the 2021s were applications that happened in 2021 but got a payout in 2022. She said the 2022 people are those who applied and completed in the same year so they got their payout. She said then the extended section at the bottom of the report are those who are allocated but needed an extension.

She said we have done site visits; they needed an extension. She said I tell everyone who applies that I'd like for the projects to be done within the year. She said there is a two-year allowance

period. She said all of that money in the third section of the report is allocated and accounted for. She said then that allows the carryover. Ridge said we do address this in Item #2 on the MOU concerning timing and reporting.

Trohn said I would like to give you the opportunity to let the public know how they can apply for this program. Martin said I would love to help promote it and put our website out there. She said if you go to the Monroe County website and search for partnership grant, it pops up the form to apply.

Ridge noted that Martha Miller has been trying to get into the meeting virtually. Jones asked if there was any public comment.

Tamby Wikle-Cassady spoke. She said she had a question on whether this item is about approving the MOU agreement and the amounts as well. Trohn said we have a partnership and we allocate a lump sum and then SWCD runs the program. Tamby said I wondered if the grant includes things like reimbursement for application fees and permits.

Martha Miller spoke. She said grading permits can be part of a project. Martin said I would like to add that we take any application to our Board of Supervisors, where they help with the agreement in the terms of the grant.

Miller said in regards to the \$9,000 carryover, we have actually expended more than ever before; we have a good system now that we have Hannah in place. She said getting the grant and hiring Hannah has given us the ability to go out and let people know that this program is available. Miller said the Clear Creek area is falling into the lower Salt Creek Watershed project area. She said I am confident we will be able to use the carryover this year.

Trohn mentions that in the agreement, Article 2, all partnership grants are required to have some form of landholder buy-in at a minimum of 25%. He said so this helps to supplement the cost of the projects. He said there is some skin in the game from the landholder. Miller said thank you, Trohn; that is actually very critical. She said that is part of the way we do everything here.

Miller said in addition, Martin is doing stormwater plan reviews. She said any MS4 cannot self-review and so state code says that falls back to the SWCD. She said that is an area where we haven't been able to do anything, until we hired Hannah. She said Hannah is getting more training from IDEM regarding stormwater reviews.

Jones called for a vote on the motion. VOTE: AYE (unanimous). Motion carried.

Expenditure Report for December 2022.

Ridge went through the items on the report. She said the fleet maintenance is a little bit up for tires and finishing out the year for some of those additional expenses. She said mentioned on call contract services with IU work study, remote monitoring/hosting/cell data remote services equipment we have been having issues with, disposal fees from street sweepings, general engineering services for State Road 45/Hinds Road/Burch Road project, professional fees from working on the stormwater ordinance with Christopher Burke. She said we had a contractors

workshop back in November. She said that was the workshop lunch that you see; also gas/oil/lube expenses which had gone up this year. She said drug testing was for the CDL license holders; they draw them at random. She mentioned that Lake Monroe water quality MOU for the watershed, the Baby Creek stormwater project and the Stipp Road project. She asked if there were any questions.

Staff Reports

Ridge said I want to re-introduce Forrest Levy who came back to us as one of the interns. She said this program has worked out well for stormwater. Trohn asked if Forrest would like to come to the podium and introduce himself. Levy spoke at the podium. He said I am a fellow/intern with stormwater. He said I did my undergrad at IU, taught English in Spain for a couple of years and then decided to come back and get my masters in public affairs/environmental science at IU. He said I am studying energy but I have learned a lot about stormwater and I think the two are kind of closely related.

Jones said the date of our next meeting is February 8th at 3 pm and our meeting is now adjourned.

**Approved:
Signed:**

Secretary:

President

Stormwater Fund 1197 Appropriation Balance as of January 31, 2023

Appropriation	Line Item	Beginning Appr.	Encumbrances	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
20002	Official Records	\$2,500.00				\$325.00	\$2,500.00	\$2,175.00	87%
21170	Field Crew Supplies	\$5,000.00				\$336.55	\$5,000.00	\$4,663.45	93%
23411	Fleet Maintenance	\$30,000.00				\$1,641.10	\$30,000.00	\$28,358.90	95%
23940	Seed/Mulch/Compost/Plantings	\$5,000.00				\$262.69	\$5,000.00	\$4,737.31	95%
23960	Backfill/Pavement Repair Mater	\$60,000.00	(\$170.89)			\$226.07	\$60,170.89	\$59,944.82	100%
30s Other Services and Charges									
30061	On Call Contract Services	\$75,000.00	(\$7,721.02)			\$5,400.00	\$82,721.02	\$77,321.02	93%
30062	Remote Monitoring #1SW	\$1.00		(\$732.00)		\$336.00	\$733.00	\$397.00	54%
30219	Disposal Fees	\$20,000.00	(\$921.34)			\$1,454.58	\$20,921.34	\$19,466.76	93%
30310	Gen Engineering Services	\$25,000.00	(\$3,680.00)			\$0.00	\$28,680.00	\$28,680.00	100%
30321	Professional Fees	\$40,000.00	(\$16,723.97)	\$732.00		\$440.00	\$55,991.97	\$55,551.97	99%
30700	Gas Oil & Lube	\$100,000.00				\$5,944.48	\$100,000.00	\$94,055.52	94%
33008	Other Insurance (Non-Health)	\$43,000.00				\$42,210.56	\$43,000.00	\$789.44	2%
38230	Rental of Equipment	\$5,000.00				\$95.00	\$5,000.00	\$4,905.00	98%
40s Capital Outlays									
40001	Equipment	\$50,000.00	(\$203,096.00)			\$0.00	\$253,096.00	\$253,096.00	100%

Stormwater Fund 1197 January 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Invoice Date	Invoice #	Amount	Notes	
04-Jan-23								
	30061	On Call Contract Services	SECURITY PRO 24/7, LLC	11/30/2022	8048	\$1,665.00	Flagging 11/14/22 - 11/18/22 on Tower Rd, Lost Mans Ln, Loesch Rd, Stinesville Rd, Union Valley Flagging 11/21/22 - 11/23/22 on Union Valley Rd, Delap Rd, Sewell Rd, Breeden Rd Flagging 11/28/22 - 11/30/22 on Delap Rd & Stinesville Rd	
	30061	On Call Contract Services	SECURITY PRO 24/7, LLC	11/30/2022	8049	\$1,095.00		
	30061	On Call Contract Services	SECURITY PRO 24/7, LLC	11/30/2022	8050	\$990.00		
	30321	Professional Fees	Christopher B Burke	12/7/2022	27803	\$440.00		Drainage Plan Review
	38230	Rental of Equipment	Ellettsville True Value	12/14/2022	89662	\$95.00		Straw Blower Rental
	30219	Disposal Fees	SYCAMORE RIDGE LANDFILL-3267	12/15/2022	3267-000012810	\$921.34		Street Sweeping Debris disposed on 12/06/2022 & 12/07/2022
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	12/16/2022	0071192742	\$55.18		Stone # 53
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	12/16/2022	0071192833	\$170.89		Stone # 5
	30061	On Call Contract Services	SECURITY PRO 24/7, LLC	12/21/2022	8051	\$1,650.00	Flagging 12/05/22 - 12/09/22 on Delap Rd, Rhorer Rd, E Moores Creek Rd, Delap Rd, Judd	
18-Jan-23								
	30700	Gas Oil & Lube	Monroe County Highway/	12/31/2022	SW-GAS_DEC22	\$5,944.48	SW Gas Usage for December 2022	
	23411	Fleet Maintenance	Monroe County Highway/	12/31/2022	SW-MAINT-DEC22	\$1,641.10	Vehicle Maint & Repair To SW for the month of December 2022	
	33008	Other Insurance (Non-Health)	HYLANT	1/4/2023	365268	\$14,672.56	Insurance Expense - 19% Stormwater	
	33008	Other Insurance (Non-Health)	HYLANT	1/4/2023	365270	\$27,538.00	Insurance Expense - Auto Policy	
	20002	Official Records	ITI--Indiana Testing Inc	1/6/2023	61015	\$325.00	Annual Driver Qualification Files - SW	
25-Jan-23								
	21170	Field Crew Supplies	Menards Inc	10/31/2022	3498	\$84.30	5 x 8 Pack Energizer D Batteries	
	30062	Remote Monitoring #1SW	SCADATA, INC.	1/1/2023	11021	\$36.00	Hosting & Cell Data - Jan. 2023	
	30062	Remote Monitoring #1SW	SCADATA, INC.	1/1/2023	11032	\$300.00	Cellular Data Annual - 2023	
	21170	Field Crew Supplies	QUALITY SUPPLY & TOOL CO INC	1/5/2023	302337-00	\$115.77	50/Bundle Wood Lathes & White Marking Paint	
	21170	Field Crew Supplies	QUALITY SUPPLY & TOOL CO INC	1/9/2023	302407-00	\$136.48	50/Bundle Wood Lathes & 100/Bundle White Stake Flags	
	23940	Seed/Mulch/Compost/Plantings	CORE & MAIN LP	1/12/2023	S199503	\$262.69	Propex 300 SQ YD Geotextile Fabric - Moffett Ln	
	30219	Disposal Fees	SYCAMORE RIDGE LANDFILL-3267	1/15/2023	3267-000012893	\$533.24	Street Sweeping Debris - Disposal on 1/03/2023	

Stormwater Fund 1197 Appropriation Balance as of February 28, 2023

Appropriation	Line Item	Beginning Appr.	Encumbrances	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
20001	Office Supplies	\$1,000.00				\$12.44	\$1,000.00	\$987.56	99%
23411	Fleet Maintenance	\$30,000.00				\$4,017.34	\$30,000.00	\$24,341.56	81%
23920	Testing/Sampling Equipment	\$500.00		(\$300.00)		\$0.00	\$800.00	\$800.00	100%
23940	Seed/Mulch/Compost/Plantings	\$5,000.00				\$262.69	\$5,000.00	\$4,737.31	95%
23960	Backfill/Pavement Repair Mater	\$60,000.00		\$300.00		\$744.53	\$59,870.89	\$58,900.29	98%
30s Other Services and Charges									
30004	Repairs; Equipment/Vehicle	\$12,000.00				\$177.72	\$12,000.00	\$11,822.28	99%
30028	Training/Travel	\$6,500.00				\$509.95	\$6,500.00	\$5,990.05	92%
30321	Professional Fees	\$40,000.00				\$632.50	\$55,991.97	\$54,919.47	98%
30330	Public Educ & Participation	\$38,000.00				\$237.50	\$38,000.00	\$37,762.50	99%
30700	Gas Oil & Lube	\$100,000.00				\$4,682.68	\$100,000.00	\$89,372.84	89%
33008	Other Insurance (Non-Health)	\$43,000.00				\$157.51	\$43,000.00	\$631.93	1%
38230	Rental of Equipment	\$5,000.00				\$95.00	\$5,000.00	\$4,905.00	98%
39288	Stipp Rd/Moores Ck #16 & #4 SW	\$500,000.00				\$1,000.00	\$500,000.00	\$499,000.00	100%
40s Capital Outlays									
40001	Equipment	\$50,000.00				\$26,547.25	\$253,096.00	\$226,548.75	90%

Stormwater Fund 1197 February 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Invoice Date	Invoice #	Amount	Notes
01-Feb-23							
	33008	Other Insurance (Non-Health)	HYLANT	11/7/2022	356901	\$157.51	Insurance Expense 21/22 SW Portion - Work Comp Audit Policy # 11680119
	20001	Office Supplies	ODP BUSINESS SOLUTIONS LLC	1/19/2023	289479078001	\$12.44	2023 Desk Calendar
	30330	Public Educ & Participation	MONROE COUNTY MASTER GARDNER	1/20/2023	2023 Garden Fair	\$50.00	Public Education Event - Booth Space for Garden Fair on 4/15/2023
08-Feb-23							
	30321	Professional Fees	Christopher B Burke	1/11/2023	28084	\$632.50	Drainage Plan Review
	30004	Repairs; Equipment/Vehicle	Industrial Service & Supply	1/23/2023	75151	\$177.72	Hose & S/S Clamp for SW-07
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	1/23/2023	0071193402	\$176.24	Stone # 5
	40001	Equipment	COMMUNITY FORD- LINCOLN INC	1/27/2023	FM2311	\$26,547.25	2023 Ford Maverick Vehicle Purchase SW-19 3FTTW8F95PRA04670
	30028	Training/Travel	First Financial Bank	1/31/2023	4818 January 2023	\$160.00	ILMS 2023 Conference Registration - Murphy
	30028	Training/Travel	First Financial Bank	1/31/2023	4818 January 2023	\$160.00	ILMS 2023 Conference Registration - Thetonia
	30028	Training/Travel	First Financial Bank	1/31/2023	4818 January 2023	\$189.95	Annual EnviroCert CPESC Renewal - Thetonia
15-Feb-23							
	39288	Stipp Rd/Moores Ck #16 & #4 SW	US Army Corps of Engineers	10/7/2022	DACW27-2-22-492	\$1,000.00	Stipp Rd & Moores Ck Rd Easement DACW27-2-22-492
	30330	Public Educ & Participation	Van Horn Tint & Accessories	1/13/2023	11624	\$187.50	Decals for IDEM Clean Boater Program signs installed at boat ramps
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	2/2/2023	0071193505	\$377.57	Stone # 5
22-Feb-23							
	30700	Gas Oil & Lube	Monroe County Highway	1/31/2023	SW-GAS-JAN23	\$4,682.68	SW Gas Usage for January 2023
	23411	Fleet Maintenance	Monroe County Highway	1/31/2023	SW-MAINT-JAN23	\$4,017.34	Vehicle Maint & Repair To SW for the month of January 2023
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	2/9/2023	0071193615	\$190.72	Stone # 5

Stormwater Fund 1197 Appropriation Balance as of March 31, 2023

Appropriation	Line Item	Beginning Appr.	Encumbrances	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
20001	Office Supplies	\$1,000.00				\$85.00	\$1,000.00	\$902.56	90%
21170	Field Crew Supplies	\$5,000.00				\$87.28	\$5,000.00	\$4,576.17	92%
23411	Fleet Maintenance	\$30,000.00				\$8,717.90	\$30,000.00	\$15,623.66	52%
23920	Testing/Sampling Equipment	\$500.00				\$715.50	\$800.00	\$84.50	11%
23960	Backfill/Pavement Repair Mater	\$60,000.00				\$5,464.70	\$59,870.89	\$53,435.59	89%
30s Other Services and Charges									
30028	Training/Travel	\$6,500.00				\$1,109.11	\$6,500.00	\$4,880.94	75%
30219	Disposal Fees	\$20,000.00				\$180.00	\$20,921.34	\$19,286.76	92%
30321	Professional Fees	\$40,000.00				\$1,045.00	\$55,991.97	\$53,874.47	96%
30330	Public Educ & Participation	\$38,000.00				\$35,000.00	\$38,000.00	\$2,762.50	7%
30700	Gas Oil & Lube	\$100,000.00				\$4,812.66	\$100,000.00	\$84,560.18	85%
38230	Rental of Equipment	\$5,000.00				\$345.00	\$5,000.00	\$4,655.00	93%
39288	Stipp Rd/Moores Ck #16 & #4 SW	\$500,000.00				\$3,900.00	\$500,000.00	\$495,100.00	98%

Stormwater Fund 1197 February 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Invoice Date	Invoice #	Amount	Notes
08-Mar-23							
	30321	Professional Fees	Christopher B Burke	2/13/2023	28541	\$110.00	Drainage Plan Review
	23920	Testing/Sampling Equipment	Forestry Suppliers Inc	2/15/2023	354663-00	\$715.50	Chlorine Colorimeter @ Salinity Refractometer
	30219	Disposal Fees	Rogers Group Inc	2/15/2023	0071193648	\$15.00	Clean Fill Dirt
	30219	Disposal Fees	Rogers Group Inc	2/16/2023	0071193733	\$10.00	Clean Fill Dirt
	30219	Disposal Fees	Rogers Group Inc	2/20/2023	0071193863	\$10.00	Clean Fill Dirt
	30219	Disposal Fees	Rogers Group Inc	2/20/2023	0071193864	\$10.00	Clean Fill Dirt
	30330	Public Educ & Participation	MCSWCD	2/21/2023	MOU2023	\$35,000.00	2023 MOU - Development & Expansion of Stormwater Partnership Grant Program
10-Mar-23							
	30028	Training/Travel	First Financial Bank	2/27/2023	4818 February 2023	\$215.00	2023 MS4 Annual Meeting & Wkshp - Murphy
	30028	Training/Travel	First Financial Bank	2/27/2023	4818 February 2023	\$215.00	2023 MS4 Annual Meeting & Wkshp - Rickert
	30028	Training/Travel	First Financial Bank	2/27/2023	4818 February 2023	\$160.00	2023 ILMS Conference Reg. - Rickert
	30028	Training/Travel	First Financial Bank	2/27/2023	4818 February 2023	\$160.00	2023 ILMS Conference Reg. - Penna
	30028	Training/Travel	First Financial Bank	2/27/2023	4818 February 2023	\$40.00	IEHA 2023 Membership Renew. - Murphy
	30028	Training/Travel	First Financial Bank	2/27/2023	4818 February 2023	\$244.11	2023 Purdue Road School Lodging - Thetonia
22-Mar-23							
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	2/24/2023	0071193769	\$68.81	Stone # 53
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	2/24/2023	0071193769	\$92.70	Stone # 11
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	2/24/2023	0071193769	\$97.74	Stone # 8
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	2/24/2023	0071193770	\$108.03	Stone # 53 Indot
	30219	Disposal Fees	Rogers Group Inc	2/24/2023	0071193771	\$15.00	Clean Fill Dirt
	30700	Gas Oil & Lube	Monroe County Highway	2/28/2023	SW-GAS-FEB23	\$4,812.66	SW Gas Usage for February 2023
	23411	Fleet Maintenance	Monroe County Highway	2/28/2023	SW-MAINT-FEB23	\$8,717.90	Vehicle Maint & Repair To SW for the month of February 2023
	38230	Rental of Equipment	Bobcat of Bloomington	3/1/2023	M4002518	\$250.00	Mini Track Loader & Bucket Rental for Earl Young Rd.
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/2/2023	0071193992	\$314.38	Rev Rip Rap Stone
29-Mar-23							
	39288	Stipp Rd/Moores Ck #16 & #4 SW	Aztec Engineering Group	11/23/2022	16020245	\$3,900.00	Task Order #5 - Additional Stipp Rd Design
	20001	Office Supplies	Rainbow Printing, LLC	2/20/2023	53811	\$85.00	Carton on 11x17 paper
	21170	Field Crew Supplies	Quality Supply & Tool Co Inc	2/25/2023	303528-00	\$82.28	2 x 40' tape measures
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/2/2023	0071193893	\$1,209.04	Rev Rip Rap Stone
	30219	Disposal Fees	Rogers Group Inc	3/2/2023	0071193894	\$30.00	Clean Fill Dirt
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/2/2023	0071193895	\$649.04	Rev Rip Rap Stone
	30219	Disposal Fees	Rogers Group Inc	3/7/2023	0071194025	\$30.00	Clean Fill Dirt
	30219	Disposal Fees	Rogers Group Inc	3/8/2023	0071194133	\$30.00	Clean Fill Dirt
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/8/2023	0071194133	\$160.32	Stone # 53 Indot
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/8/2023	0071194133	\$660.33	Rev Rip Rap Stone
	30219	Disposal Fees	Rogers Group Inc	3/9/2023	0071194132	\$10.00	Clean Fill Dirt
	21170	Field Crew Supplies	J&S Locksmith Inc	3/10/2023	244351	\$5.00	2 Keys
	30219	Disposal Fees	Rogers Group Inc	3/10/2023	0071194131	\$10.00	Clean Fill Dirt
	30321	Professional Fees	Christopher B Burke	3/13/2023	28892	\$935.00	Drainage Plan Review
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/13/2023	0071194274	\$103.40	Rev Rip Rap Stone
	30219	Disposal Fees	Rogers Group Inc	3/14/2023	0071194277	\$10.00	Clean Fill Dirt
	23960	Backfill/Pavement Repair Mater	IMI Irving Materials, Inc	3/15/2023	11256230	\$240.00	Full Bin Blocks for Kerr Creek Rd
	30028	Training/Travel	Thetonia, Kelsey	3/15/2023	2023 Road School KT	\$75.00	2023 Road School per Diem - Thetonia
	23960	Backfill/Pavement Repair Mater	IMI Irving Materials, Inc	3/16/2023	11256708	\$730.00	Full & Half Bin Blocks for Kerr Creek Rd
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/16/2023	0071194273	\$175.10	Stone # 2
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/17/2023	0071194275	\$195.55	Stone # 2
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/17/2023	0071194275	\$102.12	Stone # 53 Indot
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/17/2023	0071194275	\$203.61	Rev Rip Rap Stone
	23960	Backfill/Pavement Repair Mater	Rogers Group Inc	3/17/2023	0071194276	\$354.53	Rev Rip Rap Stone



Monroe County Highway Department

501 N Morton Street Suite 216, Bloomington, IN 47404

(812) 349-2555 | Fax (812) 349-2959 | www.co.monroe.in.us

MEMO

To: Monroe County Stormwater Management Board

From: Kelsey Thetonia, MS4 Coordinator, Monroe County Stormwater Program

Date: April 6, 2023

Re: MS4 Co-Permitting Agreement with Ivy Tech Community College

Since 2018, the Monroe County MS4 program has been co-permitted with Ivy Tech Community College's Bloomington Campus as a way to streamline the completion of state requirements and better coordinate stormwater program implementation between entities. This is standard practice for smaller MS4s to co-permit with larger MS4 programs. Our current agreement expires in May of 2023 so we are seeking to renew the co-permitting agreement.

NPDES Phase II Municipal Separate Storm Sewer System General Permit MS4 Co-Permitting Agreement

This Agreement is made and entered into this ___ day of _____ 202_ by and between the below mentioned parties.

Background and Purpose of Agreement

The National Pollutant Discharge Elimination System (NPDES) storm water Phase II final rule was published on December 8, 1999. It requires NPDES permit coverage for storm water discharges from regulated municipal separate storm sewer systems (MS4's) located primarily in urbanized areas. The Indiana Department of Environmental Management (IDEM) has identified the entities that must obtain permit coverage under the state's MS4 General Permit. For the purposes of this Agreement, this permit shall be referenced as the Indiana MS4GP. The environmental benefit to be achieved by this permit program is a reduction in pollutants that enter water bodies by way of stormwater runoff.

The purpose of this Agreement is to join the following entities, all of whom are required to obtain coverage under Indiana's MS4GP:

- Unincorporated Monroe County MS4
- Ivy Tech Community College – Bloomington MS4

The geographic proximity of these permittees presents the opportunity to share the burden of compliance with the permit and will allow the permittees to carry out their agreed responsibilities across jurisdictional boundaries. The benefits of joining together under this permitting agreement include the ability to minimize redundant training and staffing that will need to occur within each entity to meet the conditions of the permit.

Eliminating redundancies in this regard will lead to financial savings for all. Additionally, co-developing the compliance strategy and implementing the program together will result in consistent storm water management in our geographic area. The Indiana MS4GP requires that joint permittees be bound together by a legally binding agreement. This document, which has been executed below by authorized representatives of each entity, has been created to meet the requirement for a legally binding agreement under the Indiana MS4GP and Inter-local Agreement under LC. 36-1-7-3.

Organizational Structure of Joint Permittees

The County will function as the Lead Permittee and Ivy Tech Community College – Bloomington as a Joint Permittee. The County of Monroe, as Lead Permittee, will have overall coordination authority and management responsibility for the MS4 permit compliance program. The Lead Permittee and the Joint Permittee are responsible for implementing the storm water management

program components of the Storm Water Quality Management Plan (SWQMP) within each of their respective MS4 jurisdictional areas to achieve compliance with the Indiana MS4GP.

The Monroe County Stormwater Management Board will function as the management committee for the MS4 permit compliance program. Each Permittee will receive invitations to each monthly Board meeting, and will have the opportunity to add agenda items related to the implementation of this Agreement. Each Permittee shall designate a representative to attend any Board meeting with agenda items related to the implementation of this Agreement. Each Permittee shall be responsible for communicating with their own project team and managing compliance efforts as necessary to meet their commitments.

Authorization of Lead and Joint Permittees to Enter Into This Agreement

The Lead Permittee and the Joint Permittee represents that it is qualified and authorized to enter into the Agreement and to carry out the duties provided herein. All certify, by executing this Agreement, that entering into this Agreement will not be in violation of law, existing contract, judgment, consent decree, ordinance, edict (judicial or administrative) to which the Lead Permittee or Joint Permittee is bound.

Obligation to Comply with the NPDES MS4 Storm Water Discharge Permit

The Lead Permittee and the Joint Permittee are required by the Indiana MS4GP to perform managerial, operational, and administrative tasks identified in the permit. These tasks include: implementation of ordinances, regulations or policies to control the discharge of pollutants to Waters of the State; characterization of water bodies; structural and programmatic best management practices to implement and enforce permit conditions; and inspections, record keeping and reporting. The compliance schedule required by the permit is for a period of five years from the date of permit issuance. The permit is comprised of three parts:

- Notice of Intent for coverage under the Indiana MS4GP
- Water Quality Characterization Report (WQCR)
- Storm Water Quality Management Plan (SWQMP): Program Implementation

The permit encourages cooperation between and among the Lead Permittee and the Joint Permittee and requires that a single Annual Report be submitted to IDEM. All submittals to IDEM required by the Indiana MS4GP will be prepared by the Lead Permittee. All Joint Permittees party to this Agreement, agree to provide all necessary information such that the Lead Permittee can prepare submittals to IDEM in a timely fashion and in accordance with the compliance schedule. Each Permittee will be required to provide information to other Permittee during the development and implementation of the MS4 permit compliance program. The success, and hence regulatory status, of the compliance program is dependent on each of the Permittees providing information in a responsive, complete, and timely manner.

Additionally, success of the program is dependent on the clarity of information requests. The following guidelines shall be followed to achieve effective information exchange:

1. Information requests shall be in writing and shall include the desired date that the requested information shall be provided. The specific desired format for such information shall be clearly stated.
2. Information shall be provided in the desired format and within the requested time frame. If it is not possible to meet either of these requirements, written notification shall be made to the requester within 30 days or within the requested time frame, whichever is sooner.

The Lead Permittee and the Joint Permittee are mutually responsible for ensuring compliance with the terms and conditions of the permit. By entering into this Agreement the Lead Permittee and the Joint Permittee agree to share all information as necessary to achieve and maintain compliance with the Indiana MS4GP.

Inter-Jurisdictional Access

All parties to this Agreement grant all other parties the status of a designated representative if a Permittee/party to this Agreement must conduct operations related to compliance with the subject permit in the jurisdiction another Permittee/party to this Agreement.

Equitable Balance of Costs

All parties to this Agreement shall be responsible for their own funds and/or in-kind services for implementation of the MS4 permit compliance program within their jurisdictional MS4 areas.

Limitations on Liability

The Lead Permittee and the Joint Permittee is liable for compliance with the terms and conditions of the permit by timely and appropriate completion of the tasks for which such Permittee has been assigned responsibility. Where an enforcement action resulting from noncompliance is brought against the Lead Permittee and/or Joint Permittee, the Permittee(s) with the responsibility for the task(s) for which the enforcement action is brought will be solely the subject of such enforcement action and be responsible for all costs and actions necessary to meet the conditions of the enforcement action irrespective of jurisdictional boundaries.

Indemnification by Permittees

Each Permittee hereby covenants and agrees to take, use, provide and make, all proper, necessary and sufficient precautions, safeguards and protections against occurrence or happenings of any accidents, injuries or damages to any person or property in performing or failing to perform the tasks assigned to such Permittee, and to be responsible for an to indemnify and save harmless the other Permittees from the payment of sums of money by reason of all or any accidents, injuries, or damages that may occur in the progress of any work performed or arising out of the alleged failure to perform any work, under this Agreement by such Permittees, and shall be solely responsible for and indemnify and save harmless the other Permittees for all fines, penalties and loss incurred under this Agreement for or by reason of the violation of any ordinance or regulation, or the laws of the State of Indiana or of the United States of America in performing the tasks assigned to such

Permittee. The Joint Permittee agrees that the Permittee who had the responsibility for a task has the authority to control any litigation arising as a result of the performance or omission to perform such task.

Termination of Agreement

The Lead Permittee is entitled to terminate this Agreement and the Joint Permittee shall be released from any obligations under this Agreement if the Lead Permittee is unable to collect information from the Joint Permittee to make timely and complete submission to IDEM.

The Lead Permittee has the authority to terminate the Joint Permittee's participation in this Agreement if (1) the Joint Permittee is not performing the responsibilities stipulated in this Agreement or the Storm Water Quality Management Plan or (2) the Joint Permittee is not providing services that are owed to the other Permittees or (3) the Joint Permittee is responsible for an action that results in an enforcement action. The Lead Permittee agrees to provide written notice to the Joint Permittee in the event of its decision to terminate this Agreement or to terminate the participation of a Joint Permittee. In all cases the effective date of termination shall be not less than 60 days from the date of the written notification in the event the basis for the termination is not cured within that time period. The terminated party agrees to provide all services that it owes through the effective date of the Agreement termination.

The Joint Permittee is entitled to terminate its participation in this Agreement if (1) the Lead Permittee does not perform the duties for which they are responsible in accordance with this Agreement or the Storm Water Quality Management Plan or (2) an adverse court decision is rendered against the Lead Permittee.

The Joint Permittee is entitled to terminate the involvement of the Lead Permittee in this Agreement if the Lead Permittee does not meet its obligations as stipulated in this Agreement and is removed from participation as provided above.

Should the Joint Permittee terminate its participation in this Agreement, or its participation is terminated by the Lead Permittee, the Joint Permittee agrees to provide all services that it owes through the effective date of the Agreement termination and will become responsible for compliance with the Indiana MS4GP within its regulated jurisdictional area(s) individually.

Should this Agreement be terminated or expire, the Joint Permittee shall be responsible for further compliance with the Indiana MS4GP within its regulated jurisdictional area(s).

Review and Revision of Agreement

This Agreement is subject to periodic review and revision as determined to be necessary by the Lead Permittee.

Term of Agreement

The term of this Agreement shall be two years from the date of execution.

Execution of Agreement

By execution of this Agreement, each party agrees to the terms and conditions above on the date of the final signature.

Monroe County MS4 Operators:

X _____
Penny Githens, President Date

X _____
Julie Thomas, Vice President Date

X _____
Lee Jones, Commissioner Date

Ivy Tech Community College:

X _____
Ivy Tech Community College – Bloomington, Chancellor Date



PO Box 3145
Bloomington, IN 47402

friendsoflakemonroe@gmail.com
friendsoflakemonroe.org

April 5, 2023

To: Monroe County Stormwater Board

From: Sherry Mitchell-Bruker, Friends of Lake Monroe President

CC: Kelsey Thetonia, Maggie Sullivan, Iris O'Donnell Bellisario

Friends of Lake Monroe is requesting assistance from the Monroe County Stormwater Board to improve water quality in Lake Monroe by assisting homeowners in the Lake Monroe watershed in maintaining their septic systems. The septic assistance program is a part of our Community Action Initiative (CAI) which is focused on action by individuals in the Lake Monroe watershed and surrounding region. The Community Action Initiative is multi-pronged, including education and outreach, monitoring, shoreline stabilization and septic maintenance. All of these activities stem from the action plan included in the Lake Monroe Watershed Management Plan, developed by Friends of Lake Monroe with financial assistance from Monroe County Stormwater and the City of Bloomington Utilities.

In 2022, we initiated the CAI with assistance from the Community Foundation of Monroe County and Monroe Stormwater. We contacted 2,956 homeowners, conducted a septic workshop with 31 attendees, provided 98 vouchers, and ultimately assisted 78 households with septic maintenance. The response to the program was extremely positive, with numerous recipients providing testimonials about the value of the project in helping them to understand their role in keeping the lake clean by keeping their septic clean. We hope to continue this effort in 2024, reaching out a second time to those who might be due for a septic cleaning or those who wish to install a riser to facilitate cleaning on a regular basis. This second round of funding will help instill the habit of septic maintenance and further inspire residents to take ownership in the effort to protect Lake Monroe water quality.

The budget for the \$13,000 proposed project is attached along with the full budget for the 2023-2024 CAI. We anticipate funding for shoreline cleanup, monitoring and stabilization; a green fishing anti-litter initiative; and youth education and outreach, including underserved youth. The organizations that we expect funding from include:

- Community Foundation of Bloomington and Monroe County
- Sassafras Audubon
- Duke Energy
- Indiana Department of Environmental Management
- National Fish and Wildlife Foundation

Our request for funding from Monroe County Stormwater is focused on implementation of the septic assistance program and will cover the cost of mailing, outreach and processing septic vouchers. Half of



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the cost of installing a riser or cleaning a septic tank will be provided, up to a maximum reimbursement of \$150 per household. Costs covered by Monroe County Stormwater Funds will apply to the following

- Mailing information about Lake Monroe and the septic program to 3,000 residents;
- Promoting the program through press releases, social media, and other channels;
- Educating the public through social media campaigns and tabling at local events;
- Processing applications;
- Sending septic maintenance vouchers;
- Issuing reimbursements.

Three septic workshops will be conducted with funding from Indiana Department of Environmental Management as part of our 319 grant project – one in Monroe County, one in Brown County, and one in Jackson County. Friends of Lake Monroe greatly appreciates the efforts that Monroe County has expended towards improving water quality in Lake Monroe and we look forward to continuing our partnership with Monroe County Stormwater to prevent nutrient runoff from contaminating Lake Monroe.

Please contact Sherry Mitchell-Bruker at friendsoflakemonroe@gmail.com, 812-340-5104 if you have questions or require further information.

Lake Monroe Community Action Initiative (2023-2024)

	Monroe County Stormwater Request	319 Grant	NFWF	Community Foundation of Bloomington and Monroe County	Duke Energy	Sassafras Audubon Society	Friends of Lake Monroe	Project Cost (Cash)	In-Kind Contributions	Project Value (Cash + In-Kind)
Septic Education and Outreach	\$ 2,000							\$ 2,000		\$ 2,000
Septic Program Project Management	\$ 2,000							\$ 2,000		\$ 2,000
Printing and Mailing Septic Education Materials to 3200 Landowners	\$ 2,000							\$ 2,000		\$ 2,000
Monroe County Septic Cost-Share Vouchers for ~80 septic maintenance projects (\$75-150 / household)	\$ 7,000							\$ 7,000		\$ 7,000
Septic Education Workshops (3) and Mailer through 319 Grant Project		\$ 3,000						\$ 3,000		\$ 3,000
Youth Education Project Management			\$ 6,550					\$ 6,550		\$ 6,550
Youth Education (Curriculum Development and Kayak Trips)			\$ 2,750			\$ 600	\$ 100	\$ 3,450	\$ 1,300	\$ 4,750
Green Fishing + Shoreline Cleanup Project Management			\$ 2,689				\$ 5,919			
Green Fishing/Anti-Litter Campaign			\$ 950	\$ 1,000			\$ 650	\$ 2,600	\$ 1,500	\$ 4,100
Expanded Shoreline Cleanups			\$ 800		\$ 800			\$ 1,600	\$ 6,700	\$ 8,300
Shoreline Monitoring + Planting Project Management			\$ 5,170	\$ 5,600						
Shoreline Monitoring				\$ 400				\$ 400	\$ 1,500	\$ 1,900
Shoreline Planting			\$ 8,900		\$ 4,200			\$ 13,100	\$ 2,250	\$ 15,350
TOTAL	\$ 13,000	\$ 3,000	\$ 27,809	\$ 7,000	\$ 5,000	\$ 600	\$ 6,669	\$ 63,078	\$ 13,250	\$ 76,328