

MONROE COUNTY STORMWATER MANAGEMENT BOARD
Wednesday December 13, 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 September 13, 2023 +*
4. Stormwater Expenditure Reports for September, October, and November 2023 +
5. Business
 - a. 2024 Stormwater Management Board Meeting Dates +*
 - b. Contract with EcoLogic for Invasive Species Removal +*
 - c. Contract with Smith Design for Storm Sewer Design on S Rogers St. +*
 - d. 2024 LARE Grant Application for Logjam Removal on Brummetts Creek +*
6. Staff Reports
 - a. Monroe County Soil and Water Conservation District
 - b. Stipp Road/Moore's Creek Road Project Update – Presentation
7. Adjournment
 - a. Date of Next Meeting: Wednesday January 10, 2024, at 3:00 PM

+ Attachment Included

* Action Required to Approve/Deny

Zoom Meeting Information:

<https://monroecounty-in.zoom.us/j/81213756148?pwd=bWcrOEhJQzd1WklaSUo1U2ISNDhVdz09>

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 September 13, 2023, at 3:00 PM
County Courthouse Building, 3rd Floor – Nat U Hill Meeting Room
Hybrid Meeting with Virtual Attendance via Zoom

MEMBERS PRESENT: Lee Jones (President), Penny Githens, Julie Thomas, Trohn Enright-Randolph (attending virtually)

MEMBERS ABSENT: none.

STAFF: Donna Barbrick (Secretary), Lynnette Tavernier (Stormwater), Lisa Ridge (Highway)

OTHERS: TSD, CATS-TV

1. **Call to Order by Lee Jones**
2. **Public Input for Items not on the Agenda (none)**

3. Approval of Minutes for July 19, 2023.

Motion to approve by Julie Thomas. Second by Penny Githens. Githens asked for Soil & Water Conservation District (SWCD) to be spelled out the first time it is used. There was a comment about Kelsey Thetonia saying in July minutes that the September meeting might be cancelled (it was decided to hold the meeting as planned). There was a comment about possibly adding a box at the top of pg. 3 mentioning that the proposed SWCD position will need to go through PAC.

VOTE by roll call: Githens YES, Jones YES, Thomas YES, and Enright-Randolph YES. Motion carried unanimously.

4. Stormwater Expenditure Report for July and August 2023

Lynnette Tavernier went through items on the July report including expenditures for field crew supplies, clamps, batteries, and maintenance on a Gradall. She also mentioned expenditures for backfill pavement repair materials used for washout repairs. She said in the line for Training/Travel there were certification fees. She said on call contracting was for flagging performed. She also noted disposal fees for street sweepings, and professional fees for drainage plan reviews. She also mentioned expenditures for BugFest sponsorship, printing of 2024 calendars, gas/oil/lube, and equipment rental for tree stump removal.

She continued with the report for August, noting expenditures for office supplies, field crew supplies, and curb marker adhesive. She noted expenditures for street sweeper repair and for materials such as straw, pipes, and backfill pavement repair materials such as stone bricks. She said under Training/Travel there were conference fees and dues. She said on call contracting fees covered flagging. She also noted disposal fees, professional fees for drainage plan reviews, and gas/oil/lube. She also mentioned fees for routine drug screening and fees for the Baby Creek project design phase 2.

5. Business

a. HNTB Proposal for Bean Blossom Stabilization Feasibility Study

Lisa Ridge noted a summary in the packet about two task orders. She said we wanted to take on this modeling project after we had two roads that required bank stabilization repair last year, Woodland Road and Old Maple Grove Road. She said the study will provide recommendations for practices that we can implement in the future to protect the stream banks, and in turn protect our roadways. She said this project will count as an in-kind match for the Beanblossom Creek Watershed Management Plan (WMP) and the outcome of the study will be included in the WMP.

Trohn said I think the bank stabilization effort is a great initiative and this can give a baseline about costs involved if in the future we want to extend our efforts and I am very supportive of this.

Motion by Julie Thomas to accept the HNTB Proposal for Bean Blossom Stabilization Feasibility Study. Second by Githens. VOTE by roll call: Githens YES, Jones YES, Thomas YES, and Enright-Randolph YES. Motion passes unanimously.

b. Stipp Road and Moore's Creek Road Improvements Project – Lochmueller Proposal for Project Management, Construction Inspection, and Utility Coordination

Ridge said she had a summary from Kelsey Thetonia. She said we sat down and talked to a couple of engineering firms. She said we have used Lochmueller Group before, and they have done a very thorough job. She said we already have an on-call agreement with Lochmueller. She said I know Kelsey had planned on a presentation about this project, but we will do that at the October meeting. She said we are moving forward, and all the permits are in hand, and we have the easements recorded. She said I believe we will be going into tree clearing after November 1.

Githens commented that if the utility coordination is not done correctly, it messes up the scheduling and it is costly. Thomas had a question relating to the total price. She said I feel like that is what we budgeted. Ridge said this is the amount that we anticipated for this type of services, and we had our engineer look at it. Thomas asked about tree clearing and tree replacement. Ridge said we do have a replacement plan for the trees. Thomas said this area is prone to erosion and flooding so replacing the trees is important.

Trohn said moving forward on these projects is great. He said my question is if an additional appropriation would be required or if transfers would be necessary. Ridge said I am confident that we have funds in the Stipp Road/Moores Creek and in the Baby Creek lines and if necessary, we can make those transfers. Trohn asked about the impetus for asking approval today prior to getting the presentation from Kelsey Thetonia. He asked if it was because of the tree clearing timeline or is there another reason.

Ridge said the presentation is more of an update timeline for SWMB. She said since we were bringing this contract and this task to you, we thought it was appropriate time to bring an update for the overall project and what direction we are headed for Moores Creek/Stipp Road. She said that presentation would not change who we think is the best for this task and these services. She said this proposal will also go to the commissioners so it might not get to them until the end of the September or beginning of October and then we are thirty days from tree clearing; we are just trying to keep it moving. Trohn commented on the presentation and said it would be nice to focus on each one of the phases to see what we are getting for each phase.

Motion by Thomas to approve the Lochmueller Group proposal for construction inspection fees in three phases for a total of \$200,400. Second by Githens. VOTE by roll call: Githens YES, Jones YES, Thomas YES, and Trohn Enright-Randolph YES. Motion passes unanimously.

6. Staff Reports

Ridge said we had our budget hearings last week and everything went well. She said I believe the COLA will be discussed at the hearing tomorrow and then if we have to re-do the budget, we will forward it to SWMB with any changes.

7. Adjournment

- a. Date of Next Meeting: Wednesday October 11, 2023, at 3:00 PM**

Approved:

Signed:

President

Secretary

Stormwater Fund 1197 Appropriation Balance as of September 30, 2023

Appropriation	Line Item	Yr. Beginning Appr.	Encumbrances	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
20001	Office Supplies	\$1,000.00				\$354.02	\$1,000.00	\$396.79	40%
21170	Field Crew Supplies	\$5,000.00				\$7.96	\$5,000.00	\$1,947.47	39%
23411	Fleet Maintenance	\$30,000.00				\$917.35	\$90,000.00	\$52,157.84	58%
23940	Seed/Mulch/Compost/Plantings	\$5,000.00		(\$1,100.00)		\$2,939.88	\$6,100.00	\$985.03	16%
23960	Backfill/Pavement Repair Mater	\$60,000.00		\$1,100.00		\$2,839.63	\$58,770.89	\$39,771.33	68%
30s Other Services and Charges									
30028	Training/Travel	\$6,500.00		(\$36.40)		\$133.28	\$6,500.00	\$3,141.86	48%
30061	On Call Contract Services	\$75,000.00				\$2,580.00	\$82,721.02	\$37,803.67	46%
30219	Disposal Fees	\$20,000.00				\$45.00	\$20,921.34	\$8,009.47	38%
30500	Printing & Advertising	\$3,000.00				\$563.79	\$3,000.00	\$361.21	12%
30700	Gas Oil & Lube	\$100,000.00				\$5,853.33	\$100,000.00	\$51,908.84	52%
33033	Lake Monroe Water Quality	\$1.00				\$13,000.00	\$16,500.00	\$0.00	0%
36003	Utilities	\$2,000.00		(\$206.00)		\$0.00	\$2,206.00	\$2,206.00	100%
38230	Rental of Equipment	\$5,000.00				\$284.43	\$5,000.00	\$3,826.25	77%

Stormwater Fund 1197 September 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Amount	Notes
06-Sep-23					
	38230	Rental of Equipment	Ellettsville True Value	\$125.00	Straw Blower Rental
	33033	Lake Monroe Water Quality	Friends of Lake Monroe	\$13,000.00	MOU for Septic Maintenance Edu. & Cost-Share Program
	21170	Field Crew Supplies	Menards	\$7.96	Hot Shot Spray
13-Sep-23					
	30500	Printing & Advertising	First Financial Bank	\$563.79	August Job Ad - SW Equipment Operator
	30700	Gas Oil & Lube	Monroe County Hwy Dept	\$5,853.33	August 2023 Fuel Usage
	23411	Fleet Maintenance	Monroe County Hwy Dept	\$917.35	August 2023 Fleet Maintenance & Repair
	20001	Office Supplies	ODP Business Solutions	\$354.02	Laminator, Pouches, Stamps, Notepads, File Folders, Scissors, Clipboards, Rubberbands
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$2,839.63	Stone - Uniform Rip Rap, #11, #53 INDOT, Rev Rip Rap
	30219	Disposal Fees	Rogers Group	\$45.00	Clean Fill Disposal
20-Sep-23					
	23940	Seed/Mulch/Compost/Plantings	Bloomington Speedway & Mulch	\$2,939.88	Straw Bales x 120, Grass Seed (50 lb.) x 12
	30028	Training/Travel	First Financial Bank	\$133.28	2023 INAFSM Annual Conference Lodging -EP
	30028	Training/Travel	First Financial Bank	(\$36.40)	April 2023 Finance Charge & Late Fee Credit
	30061	On Call Contract Services	Security Pro 24/7	\$2,580.00	Flagging 8/28/23 - 9/07/23
	38230	Rental of Equipment	Sunbelt Rental	\$159.43	Straw Blower Rental
	36003	Utilities	City of Bloomington Utilities	(\$206.00)	Water Connection Fee Credit for April 2020

Stormwater Fund 1197 Appropriation Balance as of October 31, 2023

Appropriation	Line Item	Yr. Beginning Appr.	Corrections	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
20002	Official Records	\$2,500.00				\$65.00	\$2,500.00	\$2,110.00	84%
21170	Field Crew Supplies	\$5,000.00	(\$232.92)			\$208.56	\$5,000.00	\$1,971.83	39%
23411	Fleet Maintenance	\$30,000.00				\$451.30	\$90,000.00	\$51,706.54	57%
23950	Pipes	\$40,000.00				\$1,399.40	\$30,000.00	\$16,473.21	55%
23960	Backfill/Pavement Repair Mater	\$60,000.00				\$3,850.98	\$58,770.89	\$35,920.35	61%
30s Other Services and Charges									
30004	Repairs Equipment/Vehicle	\$12,000.00	\$232.92			\$778.51	\$12,000.00	\$10,810.85	90%
30028	Training/Travel	\$6,500.00				\$592.72	\$6,500.00	\$2,549.14	39%
30061	On Call Contract Services	\$75,000.00				\$7,297.50	\$82,721.02	\$30,506.17	37%
30219	Disposal Fees	\$20,000.00				\$2,225.27	\$20,921.34	\$5,784.20	28%
30311	Hydro-Seeding	\$15,000.00		\$250.00		\$0.00	\$29,750.00	\$21,410.52	72%
30314	Maint/Good Housekeeping SW	\$5,000.00		\$2,000.00		\$1,747.40	\$3,000.00	\$1,252.60	42%
30321	Professional Fees	\$40,000.00				\$715.00	\$31,992.97	\$23,660.47	74%
30330	Public Educ & Participation	\$38,000.00				\$12.49	\$38,000.00	\$1,398.26	4%
30500	Printing & Advertising	\$3,000.00		(\$2,000.00)		\$983.09	\$5,000.00	\$1,378.12	28%
30700	Gas Oil & Lube	\$100,000.00				\$3,695.58	\$100,000.00	\$48,213.26	48%
32113	Drug Testing	\$500.00				\$170.00	\$500.00	\$220.00	44%
33033	Lake Monroe Water Quality	\$1.00		(\$250.00)		\$250.00	\$16,500.00	\$0.00	0%
38230	Rental of Equipment	\$5,000.00				\$1,388.96	\$5,000.00	\$2,437.29	49%

Stormwater Fund 1197 October 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Amount	Notes
04-Oct-23					
	30321	Professional Fees	Christopher Burke	\$715.00	Drainage Plan Review
	23950	Pipes	Core & Main	\$1,399.40	Pipe
	21170	Field Crew Supplies	Menards	\$208.56	Wash-out hoses for Street Sweepers
	30028	Training/Travel	Penna, Erica	\$125.00	2023 INAFSM Conference per Diem
	30219	Disposal Fees	Sycamore Ridge Landfill	\$1,607.38	Street Sweeping Debris Disposal on 9/08/23
	30028	Training/Travel	Rickert, Adam	\$125.00	2023 INAFSM Conference per Diem
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$1,707.59	Stone - Uniform Rip Rap, #8 INDOT
	30061	On Call Contract Services	Security Pro 24/7	\$405.00	Flagging 9/12/23
	38230	Rental of Equipment	Sunbelt Rental	\$614.96	Trench Box Rental
11-Oct-23					
	38230	Rental of Equipment	Ellettsville True Value	\$455.00	Mini Skid Steer, Harley Rake, & Straw Blower Rental
	30004	Repairs Equipment/Vehicle	Industrial Service & Supply	\$44.03	S/S Clamp & Gasket for Street Sweepers
	32113	Drug Testing	Indiana Testing Inc	\$170.00	Random Drug Screen & IU UpCharge - AE, Pre-employment Drug Screen - CM
	20002	Official Records	Indiana Testing Inc	\$65.00	Driver Qualification File - Christopher Morford
	30700	Gas Oil & Lube	Monroe County Hwy Dept	\$3,695.58	September 2023 Fuel Usage
	23411	Fleet Maintenance	Monroe County Hwy Dept	\$451.30	September 2023 Fleet Maintenance & Repair
	30219	Disposal Fees	Sycamore Ridge Landfill	\$572.89	Street Sweeping Debris Disposal on 9/29/23
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$1,174.05	Stone - Uniform Rip Rap, #11
	30219	Disposal Fees	Rogers Group	\$45.00	Clean Fill Disposal
	30061	On Call Contract Services	Security Pro 24/7	\$5,482.50	Flagging 6/26/23-6/29/23, 8/21/23-8/24/23, 9/25/23-9/29/23
	30500	Printing & Advertising	First Financial Bank	\$983.09	Job Ads - Stormwater Crew
25-Oct-23					
	38230	Rental of Equipment	Bobcat of Bloomington	\$319.00	Mini Track Loader & Bucket Rental
	30314	Maint/Good Housekeeping SW	Core & Main	\$1,747.40	Flush Hydrant Parts for Hwy Garage
	30330	Public Educ & Participation	First Financial Bank	\$12.49	Fish Tank
	30028	Training/Travel	First Financial Bank	\$342.72	2023 INAFSM Conference Lodging - AR, EP
	30004	Repairs Equipment/Vehicle	Industrial Service & Supply	\$734.48	Wash-out hoses, clamps, nozzles for Street Sweepers
	33033	Lake Monroe Water Quality	Lake Monroe Water Fund	\$250.00	Monroe Lake Cleanup Week Gift Certificates, in lieu of picnic
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$969.34	Stone - Rev Rip Rap, #11 INDOT
	30061	On Call Contract Services	Security Pro 24/7	\$1,410.00	Flagging 9/19/23 - 9/22/23

Stormwater Fund 1197 Appropriation Balance as of November 30, 2023

Appropriation	Line Item	Yr. Beginning Appr.	Corrections	Adjust./Transfers	Additional	Expenditures	Total Appr.	Appr. Balance	% Unexpended
20s Supplies									
21170	Field Crew Supplies	\$5,000.00				\$853.94	\$5,000.00	\$1,117.89	22%
23411	Fleet Maintenance	\$30,000.00				\$2,676.97	\$90,000.00	\$49,029.57	54%
23940	Seed/Mulch/Compost/Plantings	\$5,000.00				\$90.98	\$5,000.00	\$894.05	18%
23950	Pipes	\$40,000.00				\$396.00	\$30,000.00	\$16,077.21	54%
23960	Backfill/Pavement Repair Mater	\$60,000.00				\$17,152.12	\$58,770.89	\$18,768.23	32%
30s Other Services and Charges									
30041	Software	\$16,500.00				\$16,189.93	\$16,500.00	\$310.07	2%
30061	On Call Contract Services	\$75,000.00				\$6,030.00	\$82,721.02	\$24,476.17	30%
30219	Disposal Fees	\$20,000.00				\$1,991.05	\$20,921.34	\$3,793.15	18%
30314	Maint/Good Housekeeping SW	\$5,000.00	(\$69.99)			\$1,182.64	\$3,000.00	\$139.95	5%
30321	Professional Fees	\$40,000.00				\$1,017.50	\$31,992.97	\$22,642.97	71%
30330	Public Educ & Participation	\$38,000.00				\$100.00	\$38,000.00	\$1,298.26	3%
30700	Gas Oil & Lube	\$100,000.00				\$4,511.60	\$100,000.00	\$43,701.66	44%
30801	Postage & Freight	\$500.00				\$25.68	\$500.00	\$474.32	95%
40s Capital Outlays									
40001	Equipment	\$50,000.00				\$5,914.00	\$253,096.00	\$17,538.75	7%

Stormwater Fund 1197 November 2023 Expenditures by Date

Check Date	Appropriation	Line Item	Vendor	Amount	Notes
01-Nov-23					
	23940	Seed/Mulch/Compost/Plantings	Blooming Speedway Mulch	\$75.00	Straw Bales (x10)
	23960	Backfill/Pavement Repair Mater	IMI Irving Materials, Inc	\$285.00	Full Bin Blocks (x3) & Half Blocks (x2) for Street Sweeping Bin
	40001	Equipment	Mongo Attachments	\$5,065.00	Tilt Bucket
	23950	Pipes	Neenah Foundry Company	\$396.00	Curb Box for Vernal Pike
	21170	Field Crew Supplies	Quality Supply & Tool	\$18.83	Drill Bit
	30219	Disposal Fees	Sycamore Ridge Landfill	\$1,731.05	Street Sweeping Debris Disposal 10/2/23 - 10/4/23
	30219	Disposal Fees	Rogers Group	\$60.00	Clean Fill Dirt
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$744.68	Stone - Uniform Rip Rap, Rev Rip Rap, #8 INDOT
	30061	On Call Contract Services	Security Pro 24/7	\$705.00	Flagging 10/5/23 - 10/6/23
08-Nov-23					
	30321	Professional Fees	Christopher Burke	\$715.00	2023 MS4 Audit Assistance
	23960	Backfill/Pavement Repair Mater	Complete Masonry Supplies	\$390.06	Concrete Mix, Concrete Blocks 8x8x16, Concrete Blocks 4x8x16
	23960	Backfill/Pavement Repair Mater	Core & Main	\$1,570.00	Propex Geotextile Fabric 15' x 300' (x2) - E Southshore Dr
	23940	Seed/Mulch/Compost/Plantings	Ellettsville True Value	\$15.98	Straw Bales x 2
	23960	Backfill/Pavement Repair Mater	John Naylor Trucking	\$419.29	36.46 tons Rogers #11 Haul & Convey only for BMP Sand Filter Pit
	30314	Maint/Good Housekeeping SW	Kleindorfers Hardware	(\$69.99)	CREDIT - Returned Tarp for Sand Bin
	21170	Field Crew Supplies	Kleindorfers Hardware	\$21.98	Caution Tape Roll (x2)
	30314	Maint/Good Housekeeping SW	Kleindorfers Hardware	\$244.96	Rope, Tarp, Grabbers, Bungy Cords, Pull Cord
	21170	Maint/Good Housekeeping SW	Menards	\$131.25	Screws, Drill Bit, Snap Springs, Screw Eyes, Lumber
	21170	Field Crew Supplies	Menards	\$36.99	Fuel Treatment, Stabilizer & Extention Cord
	40001	Equipment	Menards	\$849.00	Portable Generator
	30314	Maint/Good Housekeeping SW	Norlab Inc	\$270.20	Tracing Dye
	21170	Field Crew Supplies	Quality Supply & Tool	\$105.72	White Marking Paint & N95 Particulate Respirator
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$1,103.32	Stone - Uniform Rip Rap & #53 INDOT
	30061	On Call Contract Services	Security Pro 24/7	\$3,075.00	Flagging 10/09/23 - 10/20/23
	21170	Field Crew Supplies	Lowe's	\$530.10	Cement Mixer & Wheelbarrow
15-Nov-23					
	30041	Software	Carte Graph Systems Inc	\$16,189.93	Computer Software - Cartegraph
	30219	Disposal Fees	Bluestone LLC	\$200.00	Brush Disposal
	30321	Professional Fees	Christopher Burke	\$302.50	Drainage Plan Review
	30801	Postage & Freight	First Financial Bank	\$25.68	Certified Mail x 3
	30330	Public Educ & Participation	Ivy Tech Community College	\$100.00	2023 Contractors Workshop Room Reservation
	21170	Field Crew Supplies	Quality Supply & Tool	\$140.33	Level (x2), Grinding Wheel, Diamond Cut-off Wheel
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$3,487.73	Stone - Class 1 Rip Rap, Rev Rip Rap, Uniform Rip Rap
	30061	On Call Contract Services	Security Pro 24/7	\$885.00	Flagging 11/01/23 - 11/03/23
	23960	Backfill/Pavement Repair Mater	Young Trucking Inc	\$8,310.50	Freight for hauling Class 1 (755.50 tons) to Southshore Dr
29-Nov-23					
	23960	Backfill/Pavement Repair Mater	E & B Paving Inc	\$68.32	12.5 Surface
	30314	Maint/Good Housekeeping SW	McMaster-Carr Supply Company	\$536.23	55 gal Overpack Drum for Hwy Garage Spill Kit
	30700	Gas, Oil & Lube	Monroe County Hwy Dept	\$4,511.60	October 2023 Fuel Usage
	23411	Fleet Maintenance Supplies	Monroe County Hwy Dept	\$2,676.97	October 2023 Fleet Maintenance & Repair
	23960	Backfill/Pavement Repair Mater	Rogers Group	\$773.22	Stone - Rev Rip Rap, Uniform Rip Rap
	30061	On Call Contract Services	Security Pro 24/7	\$1,365.00	Flagging 11/06/23 - 11/09/23



Monroe County Stormwater Services

Located at Monroe County Highway Department:
501 N. Morton Street, Suite 216, Bloomington, IN 47404

Phone: (812) 349-2565

Fax: (812) 349-2959

www.co.monroe.in.us

To: Monroe County Stormwater Management Board
From: Kelsey Thetonia, MS4 Coordinator
Date: September 20, 2023
Re: 2024 Meeting Schedule for the Stormwater Management Board

Location: Nat U Hill Room, 3rd Floor, County Courthouse Building with virtual attendance via Zoom (Hybrid format)

Time: 3:00 PM

Monthly Meeting Dates:

January 10, 2024
February 14, 2024
March 13, 2024
April 10, 2024
May 8, 2024
June 12, 2024
July 10, 2024
August 14, 2024
September 11, 2024
October 9, 2024
November 13, 2024
December 11, 2024

If there is a change in the date, time, or location, we will issue a notice for the changes. If you have any questions or concerns with the above dates, please contact Kelsey Thetonia at (812) 349-2565.



Monroe County Stormwater Services

Located at Monroe County Highway Department:
501 N. Morton Street, Suite 216, Bloomington, IN 47404

Phone: (812) 349-2565

Fax: (812) 349-2959

www.co.monroe.in.us

To: Monroe County Stormwater Management Board

From: Kelsey Thetonia, MS4 Coordinator

Date: December 6, 2023

Re: Proposal for Invasive Species and Vegetation Removal

Stormwater Board Members,

Earlier this year, I contacted Ecologic LLC and asked them to provide a proposal for invasive species and vegetation removal for the County. Ecologic LLC employs pesticide applicators certified in industrial and aquatic weed management by the Office of the Indiana State Chemist. This certification ensures that the herbicides applied are appropriate for the target species, are applied in the proper quantities/methods, and in a way that will have the least amount of impact to the environment outside of the target area. We will request copies of their certifications for all employees spraying under this contract.

I have requested a proposal for spraying at two locations. The first is removal of the invasive *Phragmites australis* (common reed) at the Highway Garage facility. This is a plant that was intentionally planted by my predecessor many years ago with the intention that such a salt-tolerant plant would be able filter the stormwater runoff from the area near our salt barns. From my experience, *Phragmites* is very salt tolerant, so much so that it is considered invasive in tidal salt marshes. As of 2019, it is also illegal to buy/sell/plant in the state of Indiana because it poses such a risk to our native plant communities (see Terrestrial Plant Rule 312 IAC 18-3-25). Ecologic would be able to treat the *Phragmites* and they have suggested an alternative native grass species to plant in this area.

The second location is woody vegetation removal at the Fieldstone dam. The portion of the dam within the gated controls area has become overgrown with woody plants, and since the County is the only entity with a key to access this area, the County is responsible for the vegetation within it. We have performed some mechanical removal of vegetation over the past few years, but without herbicide, the plants keep growing back. These plants need to be removed because their roots can compromise the dam, and a cut-stump approach will work best (cut the plants low to the ground and apply an herbicide to the cut area). I attended the Fieldstone HOA board meeting on December 4, 2023, and we discussed the responsibility of the HOA to maintain the vegetation within the detention pond area and around the rest of the dam.

AGREEMENT TO PROVIDE RESTORATION SERVICES

Eco Logic LLC
8685 W. Vernal Pike
Bloomington, IN 47404

AND

Monroe County Highway Department
Attn: Kelsey Thetonia
501 N Morton Street, Suite 216
Bloomington, IN 47404
812-349-2555
kthetonia@co.monroe.in.us

Eco Logic LLC agrees to furnish all equipment, materials, and labor in fulfillment of the proposal.

See following pages for Proposal and Standard Terms & Condition.

Terms:

Payment is due within 30 days of invoice

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Eco Logic, LLC

Client

Signed: _____ Signed: _____

Name, Title: _____ Name, Title: _____

Date: _____ Date: _____



PROPOSAL FOR RESTORATION SERVICES

Proposal: 7231 Monroe Co. Highway Dept Invasive Plant Control

December 7, 2023

Project summary:

This proposal is for invasive plant treatment in two areas. Client provided maps are below.

Treatment Area 1 is for phragmites control around the salt barns located in the grounds of the highway department facility. The treatment will be a foliar application using a 100-gal RTV mounted spray rig or with pressurized backpacks. Two separate applications are covered. Debris removal is not included (only needed for aesthetics).

Treatment Area 2 is for all woody and brush material around dam control structures in the Fieldstone development that the highway department is responsible for. All woody plant material around the fenced control structure on the east side of the dam will be cut, stems treated, and removed. One foliar application will be conducted during the growing season. A second proposal will cover the west side under Fieldstone responsibility. Work for both sides of the dam will happen at the same time. Applicators will be certified to spray in rights-of-way and near aquatic resources.

Timing:

January – May – cut-stump removal of Area 2

August – October – foliar treatment of Phragmites in Area 1

July - September – foliar treatment of Area 2

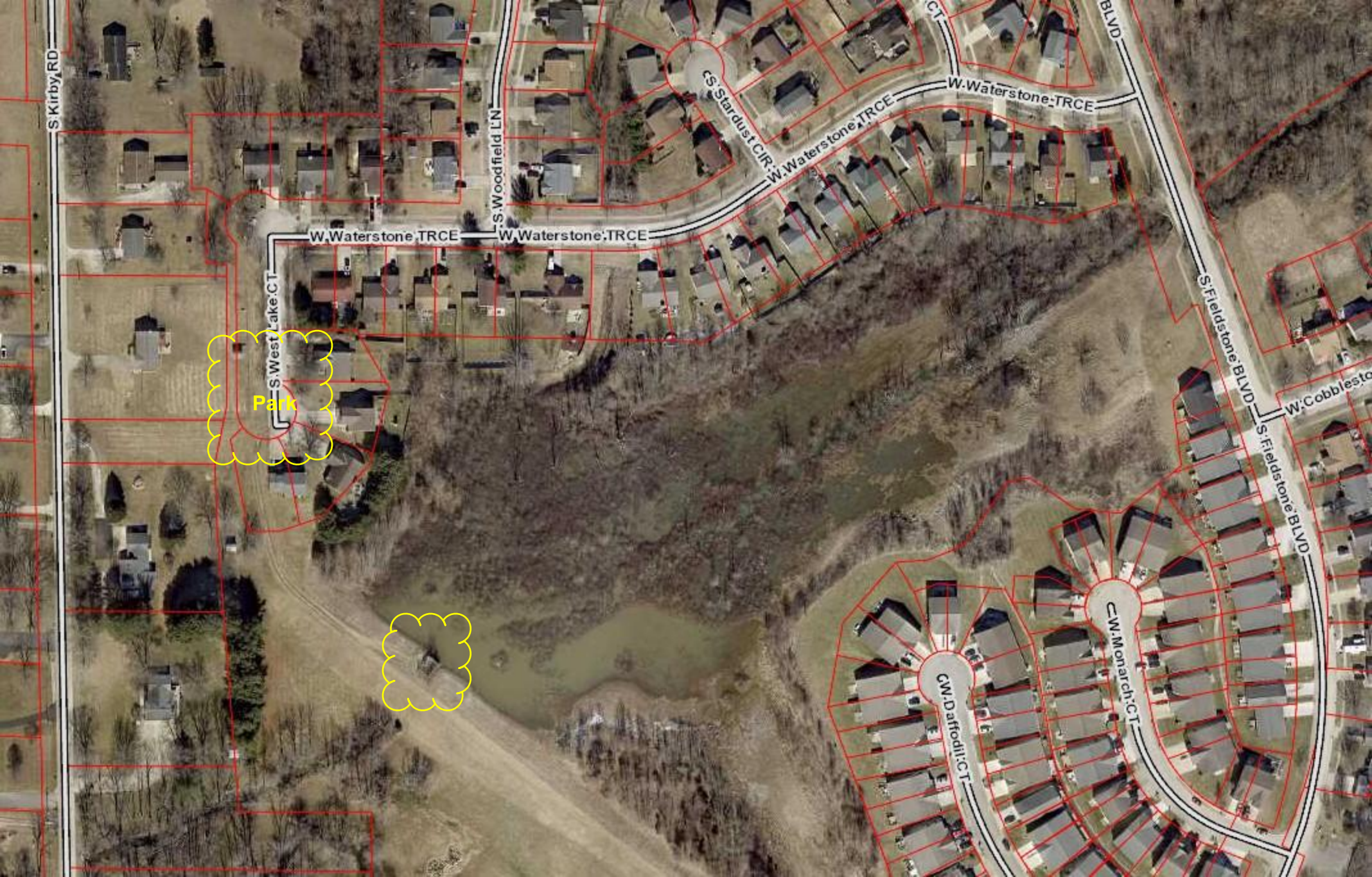
Proposal Price:

Total Area 1 (Phragmites treatment): \$2,947.25*

Total Area 2 – East side (Cut-stump treatment and foliar): \$1,024.25*

*All herbicide treatment to be performed by OISC Cat 5 and 6 Certified applicators.





S Kirby Rd

S Woodfield Ln

S Stardust Cir

W Waterstone Trce

S West Lake Ct

Park

S Fieldstone Blvd

W Cobblestone

CW Daffodil Ct

CW Monarch Ct

S Fieldstone Blvd



S Kirby, RD

W. Foster, Curry, DR

Parking

Highway Garage

Van Buren

Salt barns

ECO LOGIC STANDARD TERMS & CONDITIONS FOR PROVISION OF GOODS & SERVICES

1. **Applicability.** These terms and conditions of sale ("Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") (collectively, the "Work") by Eco Logic, LLC ("Eco Logic") to the buyer named on the proposal, quotation or agreement form referencing these Terms ("Client"), unless otherwise agreed in writing by both parties.

a. The accompanying proposal, quotation or agreement form from Eco Logic attached to or referencing these Terms ("Proposal"), and including any statements or work, material or price lists attached to the Proposal, and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

b. This Agreement may only be modified or amended upon the mutual Agreement of both parties in writing.

2. Performance of the Work.

a. If any Goods are to be delivered as part of the Work, the Goods will be delivered within a reasonable time after the receipt of Client's purchase order, unless otherwise stated on the Proposal.

b. Unless otherwise agreed in writing by the parties, Eco Logic shall deliver (or shall cause to be delivered) the Goods to Client's location or site, as set forth on the Proposal, (the "Delivery Site") using Eco Logic's standard methods for packaging and shipping such Goods.

c. Eco Logic may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's purchase order.

d. If for any reason Client fails to accept delivery of any of the Goods on Eco Logic's notice that the Goods have been delivered at the Delivery Site, or if Eco Logic is unable to deliver the Goods at the Delivery Site on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) Eco Logic, at its option, may store or otherwise secure the Goods until Client picks them up or until delivery at the Delivery Site may be made, whereupon Client shall be liable for all related costs and expenses (including, without

limitation, storage and insurance).

e. Eco Logic shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal.

f. With respect to the Services, Client shall (i) cooperate with Eco Logic in all matters relating to the Services and provide such access to Client's premises as may reasonably be requested by Eco Logic, for the purposes of performing the Services; (ii) respond promptly to any Eco Logic request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Eco Logic to perform Services in accordance with the requirements of this Agreement; (iii) provide accurate information as Eco Logic may reasonably request to carry out the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

a. The quantity of any installment of Goods as recorded by Eco Logic on dispatch from Eco Logic's place of business is conclusive evidence of the quantity received by Client on delivery unless Client can provide conclusive evidence proving the contrary.

b. Eco Logic shall not be liable for any non-delivery of Goods unless Client gives written notice to Eco Logic of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.

c. Any liability of Eco Logic for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

d. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

4. **Quantity.** If Eco Logic delivers to Client a quantity of Goods of up to 1% more or less than the quantity set forth in the Proposal, Client shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Proposal adjusted pro rata.

5. **Shipping Terms.** Eco Logic shall make delivery in accordance with the terms on the face of the Proposal.

6. **Title and Risk of Loss.** Title and risk of loss passes to Client upon delivery of the Goods at the Delivery Site,

unless otherwise stated on the Proposal.

7. Inspection and Rejection of Nonconforming Goods.

Client shall inspect the Goods within 48 hours of receipt ("Inspection Period"). Client will be deemed to have accepted the Goods unless it notifies Eco Logic in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Eco Logic. "Nonconforming Goods" means the product shipped is different than identified in Agreement. If Client timely notifies Eco Logic of any Nonconforming Goods, Eco Logic shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Client in connection with the Nonconforming Goods. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

8. Price.

a. Client shall purchase the Work from Eco Logic at the price(s) (the "Price") set forth in the accepted Proposal.

b. Travel shall be reimbursed at the rate stated on the Proposal.

c. The Price does not include any sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Unless Client is a public entity under applicable law or provides Eco Logic with a valid certificate of tax exemption, Client shall be responsible for all such charges, costs and taxes, except for those taxes imposed on, or with respect to, Eco Logic's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

a. Client shall pay all invoiced amounts due to Eco Logic as indicated on the Proposal.

b. Late payments shall accrue interest at the rate of 1.5% per month, calculated daily and compounded monthly. Any amounts not paid within ninety (90) days after becoming due may be transferred to a collection agency. Client is liable for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law, Eco Logic is entitled to suspend performance of the Work if Client fails to pay any amounts when due and such failure continues for 30 days after Eco Logic notifies Client that payment is due.

c. Unless otherwise agreed in writing, Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Eco Logic.

10. Limited Warranty.

a. Eco Logic warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

b. EXCEPT FOR THE WARRANTIES SET FORTH SPECIFICALLY ON THE PROPOSAL OR THESE TERMS, ECO LOGIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

c. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Work. ECO LOGIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

d. Eco Logic shall not be liable for a breach of the warranties unless: (i) Client gives written notice of the defective Work, reasonably described, to Eco Logic within 30 days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, Eco Logic is given a reasonable opportunity after receiving the notice of alleged breach of the warranty to examine such Goods; and (iii) Eco Logic reasonably verifies Client's claim that the Goods or Services are defective.

e. Eco Logic shall not be liable for a breach of the warranty for any Goods if: (i) Client makes any further use of such Goods after giving such notice; (ii) the defect arises because Client failed to follow Eco Logic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Client alters or

repairs such Goods without the prior written consent of Eco Logic.

f. With respect to any such Goods subject to a claim, Eco Logic shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Eco Logic so requests, Client shall, at Eco Logic's expense, return such Goods to Eco Logic.

g. With respect to any Services subject to a claim, Eco Logic shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

h. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ECO LOGIC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THE PROPOSAL OR TERMS.

11. Limitation of Liability.

a. IN NO EVENT SHALL ECO LOGIC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL ECO LOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ECO LOGIC FOR THE WORK.

b. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Eco Logic's negligence or willful misconduct and (ii) death or bodily injury resulting from Eco Logic's acts or omissions.

12. **Compliance with Law.** Both parties shall comply with all applicable laws, regulations and ordinances. Both parties shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. **Termination.** In addition to any remedies that may be provided under these Terms, Eco Logic may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Client's receipt of written notice of nonpayment; (b) has not otherwise materially performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy,

receivership, reorganization or assignment for the benefit of creditors.

14. **Waiver.** No waiver by Eco Logic of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Eco Logic. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. **Force Majeure.** Neither party shall be liable to the other or be deemed in default, for any failure or delay in performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, or national emergency.

16. **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Eco Logic. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

17. **Governing Law; Jurisdiction.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the provisions: Compliance with Laws, Governing Law; Jurisdiction and Survival.



Monroe County Stormwater Services

Located at Monroe County Highway Department:
501 N. Morton Street, Suite 216, Bloomington, IN 47404

Phone: (812) 349-2565

Fax: (812) 349-2959

www.co.monroe.in.us

To: Monroe County Stormwater Management Board

From: Kelsey Thetonia, MS4 Coordinator

Date: December 6, 2023

Re: Engineering Services for Storm Sewer Replacement at 4900 S Rogers St.

Stormwater Board Members,

I have requested engineering services from Smith Design Group for a storm sewer replacement project located at 4900 S Rogers St. Monroe County currently has a 30" culvert under S Roger St. in this location that is in fair condition. The downstream end of the culvert is connected to a yard inlet "T" that connects to another pipe that discharges behind the homes to a ditch that drains to Clear Creek.

Earlier this year, we received a development plan to review that is located uphill from this culvert, and they are proposing to connect new storm sewer along S Rogers St. During the drainage design phase, I asked Smith Design Group (contracted by the private development) to assess the adequacy of downstream infrastructure. They determined that the culvert at 4900 S Rogers St. was under sized. Since the new development needs to connect storm sewer to this culvert, it makes sense to replace the culvert under the road at this time.

I have chosen Smith Design Group to draw a profile for the new culvert because they already have surveying completed along S Rogers St and have already completed the sizing calculations. The new infrastructure will be partially located within the floodplain, adjacent to two homes, and will cross over a 6" water main owned by City of Bloomington Utilities (CBU). Having accurate elevation information for the new infrastructure will ensure we comply with the state's floodplain permitting exemption for stormwater outfalls (312 IAC 10-5-8) and that we can resolve any potential conflicts with CBU's water main.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

November 27, 2023

Monroe County Highway Department
Kelsey Thetonia – MS4 Operator
501 N Morton Street, Suite 216
Bloomington, IN 47404

RE: S Rogers Street Culvert Replacement Design

Dear Kelsey,

Thank you for requesting a proposal from Smith Design Group, Inc. to provide professional services for the S Rogers Street culvert replacement project.

The following paragraphs explain the proposed services to be provided by Smith Design Group, Inc. (SDG), associated fees, and anticipated schedule.

Topographic Survey

A topographic survey has been completed for much of the area. This phase will include a supplemental topographical survey for the area in which the culvert will be replaced between 4900 & 4902 S Rogers Street to the bank of Clear Creek.

Detailed Design

Following survey field work, SDG will prepare a plan and profile of the culvert replacement including, but not limited to existing utilities, existing and proposed ground, proposed culvert and structures.

Survey and design phases will be completed on an hourly not to exceed (NTE) basis.

Hourly NTE: \$1,500

Schedule

SDG can begin work upon receiving a signed agreement. We anticipate approximately two to three weeks to complete the survey and design work.

Items NOT Included in this Proposal but ARE Able to be Provided by SDG

- Plat Amendments
- Public Hearings
- Preparation of easement documents and exhibits
- Survey, design and permitting of off-site improvements (such as roadway improvements, sidewalks, utilities, etc)
- Subdivision of the property
- Construction Layout

Items NOT Included in this Proposal and NOT Able to be Provided by SDG

- Detailed Retaining Wall Design – To be completed by selected retaining system manufacturer
- Site Electric Plan – Including site lighting. SDG can show this on the civil plans for coordination purposes
- Coordination with Gas and Communication Utilities - This should be handled by the appropriate MEP designer. SDG can show service lines on civil plans for coordination purposes
- Costing – SDG can provide quantity takeoffs for costing purposes but cannot provide estimates of construction costs
- Traffic Studies
- Geotechnical studies and reports
- Environmental studies and reports such as wetlands determination, karst feature study, etc

We appreciate the opportunity to work with you on this project. Please sign and return a copy of this agreement as our notice to proceed. Should you have any questions regarding the proposal or process, please contact me.

Sincerely,



Katherine E. Stein, PE



Todd M. Borgman, P.L.S.

Katherine E. Stein, P.E.

Don J. Kocarek, R.L.A.

Stephen L. Smith, Founder

Vice President
Smith Design Group, Inc.
kstein@smithdginc.com

This proposal is valid until December 28, 2023.

General Terms of Agreement

Payment to SDG

1. Payments for Basic Services of SDG shall be made as specified in this Agreement.
2. Payments for Additional Services of SDG shall be made as follows:
 - A. ~~The CLIENT shall pay SDG for additional services performed by SDG according to hourly rates set out in the attached schedule. The CLIENT shall also pay the cost of reimbursable expenses as defined hereinafter.~~
 - B. ~~The CLIENT shall pay SDG for additional services performed in connection with administering subcontracts on the basis of the actual cost of those services times a factor of 1.25 to provide for administrative costs.~~
 - C. ~~The CLIENT shall pay SDG for reimbursable expenses on the basis of the actual expenses times a factor of 1.25. Reimbursable expenses are in addition to the compensation for basic & additional services & include actual expenditures made by SDG & its employees & consultants in the interest of the Project for the expenses listed as follows:~~
 - (1) ~~Application, license & permit fees paid for securing approval of authorities having jurisdiction over the Project.~~
 - (2) ~~Expense of reproductions of drawings, specifications, & other documents, excluding reproductions for the office use of SDG & its consultants.~~
 - (3) ~~Expense of overnight express shipments of documents & other postage.~~

~~3. General~~

- A. ~~Should payment not be received within thirty days by SDG, a late payment finance charge will be computed at the compounded rate of 1.5% per month, which is annual percentage rate of 18.00%, & will be applied to any unpaid balance commencing 30 days after the date of original invoice.~~
- B. ~~CLIENT hereby agrees that the balance as stated on the billing from SDG to the CLIENT is correct, conclusive, & binding on the CLIENT unless CLIENT within thirty (30) days from the date of the making of the billing notifies SDG in writing of the particular item that is alleged to be incorrect.~~
- C. ~~In the event the CLIENT fails to pay SDG within thirty days after invoices are rendered, then the CLIENT agrees that SDG shall have the right to consider said default a total breach of this Agreement & the duties of SDG under this Agreement terminated. In such event the CLIENT shall then promptly pay SDG for the basic, additional & reimbursable fees invoiced.~~
- D. ~~Should SDG be forced to collect fees from the CLIENT through litigation, all reasonable costs incurred in pursuit of the claim, including staff time, court costs, attorney's fees & other claim related expenses shall be paid by the CLIENT.~~

4. Ownership of Documents.

- A. All documents, including original drawings, estimates, specifications, field notes & data; including all documents on electronic media, are & remain the property of SDG as instruments of service. ~~The CLIENT may at his expense retain reproducible copies of drawings & copies of other documents, in consideration of which it is mutually agreed that the CLIENT will use them solely in connection with the Project, & not for the purpose of making subsequent extensions or enlargements thereto, save with the express consent of SDG. Re-use for extensions of the Project, or for new projects, shall require permission of SDG & shall entitle SDG to further compensation at a rate to be agreed upon by CLIENT & SDG.~~

5. Termination of Agreement.

- A. This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If this Agreement is so terminated, SDG shall be compensated for all services performed to termination date, ~~together with reimbursable expenses then due & all expenses resulting from termination.~~ All obligations arising prior to the termination of this Agreement & all provisions of this Agreement allocating responsibility, liability & ownership of documents between the CLIENT & SDG shall survive the completion of the services hereunder & the termination of this Agreement.

~~6. Mediation.~~

~~A. CLIENT & SDG agree that all disputes between them arising out of or relating to this Agreement or the services provided hereunder shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.~~

7. Successors & Assigns.

A. The CLIENT & SDG each binds himself & his partners, successors, executors, administrators, & assigns to the other party of this Agreement & to the partners, successors, executors, administrators, & assigns of such other party, in respect to all covenants of this Agreement. Neither the CLIENT nor SDG shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

8. Opinions of Probable Cost.

A. In providing opinions of probable cost, the CLIENT understands that SDG has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, & that the opinions of probable construction costs provided herein are to be made on the basis of SDG's qualifications & experience. SDG makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

9. Apparent Error.

A. If an apparent error or problem is discovered by the CLIENT in services provided by SDG shall be notified as soon as possible & before corrective action is taken; so that SDG has the opportunity to join with the CLIENT in taking appropriate corrective action to mitigate potential damages. Failure to make such notice will relieve SDG of any liability resulting from the apparent error or problem.

~~10. Liability for Subcontractors & Consultants.~~

~~A. If provided for in the Agreement, SDG shall coordinate the work of the Subcontractor & Consultants, including, but not limited to, soil testing, traffic analysis & photogrammetric mapping. However, SDG shall have no liability arising from, or related to, directly or indirectly the work of the Subcontractors or Consultants.~~

11. Changes to Plans or Specifications.

A. In the event that any changes are made in the plans & specifications by the CLIENT, or persons other than SDG, which affects the work of SDG Inc., any & all liability arising out of such changes is waived as against SDG, & the CLIENT assumes full responsibility for such changes unless CLIENT has given SDG prior notice & has received from them written consent for such changes.

12. Lien & Stop Notice Rights.

A. The terms & provisions of this Agreement shall not be construed to alter, waive, or affect any lien or other rights which SDG may have under law or equity for the performance of services under this Agreement.

13. Limitation of Liability.

A. The CLIENT agrees to limit the liability of SDG to the CLIENT & all construction contractors & subcontractors on the Project arising from professional acts, errors, or omissions, such that the total aggregate liability of SDG to all those named shall not exceed the specified insurance amounts shown on the attached COI naming Monroe County as additional insured. ~~\$50,000 or the total fee of SDG for the services rendered on the Project, whichever is less. No Warranty. SDG makes no warranty, either expressed or implied, as to SDG's findings, recommendations, plans, specifications, or professional advice. SDG has endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. The CLIENT recognizes that neither SDG nor any of SDG's subconsultants or subcontractors owes any fiduciary responsibility to the CLIENT.~~

14. Third Party Beneficiaries.

A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SDG. SDG's services under this Agreement are being performed solely for the CLIENT's benefit, & no other entity shall have any claim against SDG because of this Agreement or the performance or nonperformance of services hereunder.

15. Miscellaneous Provisions.

A. Unless otherwise specified, this Agreement shall be governed by the law of the state of Indiana & proper

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

- venue shall be in Monroe County.
- B. As between the parties to this Agreement; as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run & any alleged cause of action shall be deemed to have accrued in any & all events not later than the relevant date of substantial completion of the work, & as to any acts or failures to act occurring after the relevant date of substantial completion, not later than the date of issuance of the final invoice.
 - C. This Agreement represents the entire & integrated Agreement between the CLIENT & SDG & supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT & SDG
 - D. This Agreement form may be used as a "proposal" to provide professional services in which case it shall remain valid for a period of 30 days. After 30 days, the proposal shall become void unless extended by SDG.
 - E. Basic services do not include representation of the CLIENT in administrative appeals or court action.
16. Severability & Survival.
- A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, & all remaining provisions shall continue in full force & effect.

Proposal Acceptance:

By: _____
Printed Name and Title

Signature: _____

Date: _____

Billing Address: _____

Phone Number: _____

E-mail Address: _____

Proposed infrastructure replacement at 4900 S Rogers St. required for the C I & L Clear Creek Development (Joseph Greene PUD)

See design memo from Katie Stein, PE (Smith Design Group), dated 9/27/2023, for pipe sizing information.

All work in the floodplain will be performed under DNR's General License for outfall structures, following the conditions outlined in 312 IAC 10-5-8.

CBU: Existing 6" (?) water line, approx 4 ft deep.

Cassady: Install new storm inlets, 12" RCP, curb & gutter for detention pond outlet.

County: Replace 30" CMP with 36" RCP.

Cassady: Install new 6 ft. manhole. Future 12" connection to be core drilled.

County: Replace 30" CMP with 36" HDPE w/ metal end section. Ensure adequate cover to avoid flotation and/or install pipe anchors.

County: Install 6 ft. manhole.

4900 S Rogers St.

Flow (Offsite, ~60 ac)

County: Ditch to Clear Creek

Existing 36" steel pipe under old railroad.

Flow (C I & L Clear Creek)

