

MINUTES OF THE HAMILTON COUNTY DRAINAGE BOARD

September 14, 2020

The meeting was called to order Monday, September 14, 2020 at 12:01 p.m.

The members of the Board present were Mr. Mark Heirbrandt-President, Mr. Steven C. Dillinger-Vice President and Ms. Christine Altman-Member. Also present was the Hamilton County Surveyor, Kenton C. Ward, and members of his staff: Mr. Reuben Arvin, Mr. Steve Baitz, Mr. Steve Cash, Mr. Andy Conover, Mr. Sam Clark, Mr. Jerry Liston and Mr. Gary Duncan.

Approval of Minutes of August 24, 2020:

The minutes of August 24, 2020 were presented to the Board for approval.

Dillinger made the motion to approve the minutes of August 24, 2020, seconded by Altman and approved unanimously.

Professional Services Agreement - Hortonville Drainage Study (Easements/Title Search):

The Surveyor stated this agreement is for the easements.

Altman stated on the agreement that includes title searches, why are we getting charged \$750.00 per search? It's three times more than the market.

Howard asked \$750.00 per search?

Altman stated correct. Go to Pinnacle and they do them for \$250.00 per search.

Howard stated call Brian Spencer at Pinnacle, (317) 776-1181.

Professional Services Agreement - Hortonville Drainage Study (Construction Plans):

The Surveyor presented an agreement for construction plans.

Altman made the motion to approve the Professional Services Agreement with Banning Engineering for construction plans, construction cost estimate and two staff meetings on the Hortonville Drainage Study in the amount of \$18,200.00, seconded by Dillinger and approved unanimously.

Professional Services Agreement - William Lehr Drain, 156th Street Culvert:

The Surveyor stated this is the engineering contract for engineering services that were approved at the last meeting by the Board for the William Lehr Drain, 156th Street Culvert Design.

Altman asked what's the price in here?

The Surveyor stated for the utility and topographic survey \$1,900.00 and for the design services \$6,900.00.

Altman stated so you have it in something. Like we're going to sign something?

The Surveyor stated yes, I should have attached it to the back of those.

Howard asked is the COI (Certificate of Insurance) a problem on that?

The Surveyor stated this is...

Howard stated we might as well address that.

Altman stated we get the denial of the appeal.

Howard stated that's from the Board, but that's a recommendation to you. Highway and the Surveyor's Office are having questions about designing something with precast culverts, etc., is that something that needs the full professional liability of \$5,000,000.00? I think even on some of your smaller bridges you may want professional liability for design, but I'm not sure it was \$5,000,000.00. I would think that for precast stuff that the design I would think \$1,000,000.00 would be...

Heirbrandt asked sufficient?

Altman stated let's back up here. If it's professional design it's one of the engineering firms, correct?

Howard stated yes.

Altman stated and if we're dealing with anybody that has less than \$5,000,000.00, I'm not interested. It is not expensive to get that coverage. If you can't qualify for \$5,000,000.00 there's usually a reason, you're too cheap or you can't qualify for that much coverage and we shouldn't be dealing with them.

Howard asked has Banning pushed back on those coverages?

The Surveyor stated it wasn't Banning on that, it was Civil Site.

Altman asked how much does Civil Site carry? That should tell you something if someone doesn't want to carry it.

Howard stated they have pushbacks on bridges and culverts. Highway says they're getting it.

The Surveyor stated on Civil Site we did, yes. I think I sent that email to you.

Howard stated you did, but it doesn't make any difference what you sent me. The question is what does the Board want to do, and do they want to put in an exception to the \$5,000,000.00 design professional liability for certain structures? Where does Civil Site think they can come in?

The Surveyor stated I don't know, that's a question for them.

Heirbrandt asked how many times did we have to go back and what's the largest claim that we've had to go after somebody on?

Altman stated you can't use past history.

Heirbrandt stated I know you can't, but I've got a client on \$3,000.00 a year to clean a heat exchanger and they wanted me to up my insurance over \$5,000,000.00 and I said the difference was ridiculous and I said "no, I'm not doing it, find somebody else".

Altman stated the difference is if you're working on something that's one thing, if you design the system, its another and the designers of systems and bridges that carry huge liability if they fail.

Howard stated the contractor's liability is something you look at the size of the project, but the design because the design thing you don't find out; that's not a look back issue, it's a look forward because by the time you find out it's too late. If we're not getting pushback at \$5,000,000.00 from most of our major people, then that's fine. What's Civil Site doing for us? What are they designing?

The Surveyor stated they are designing the culvert structure at 156th Street. It's going to be a concrete box structure and I don't remember the size.

Altman stated I think part of the appeal process is what do you have now and what's your cost to comply?

The Surveyor asked do you mean as far as the structure?

Altman stated no, in terms of what they normally carry. We're just talking professional liability that everybody should have a policy that we deal with that should never be waived. The question is, is really going from \$1,000,000.00 to \$5,000,000.00 an undue hardship and why should we have to look at every structure and make a decision? Let's just pick people that aren't going to balk at having a decent malpractice coverage. That's all it is.

The Surveyor stated I was going on what I was told from the Highway meeting that this got an approval to drop the major coverages and proceed.

Dillinger asked weren't you working with our Committee?

The Surveyor stated that's the email I got from them.

Howard asked the Committee or Highway? Which "them" are you talking about?

The Surveyor stated I believe it was the Committee.

Altman asked who's on the Committee? Is Doug (Walker) on the Committee? Let's just ask Walker.

The Surveyor stated to tell you the truth I don't think the left hand knows what the right hand is doing on this.

Altman stated it could be, but my question is let's ask our insurance representative what's the difference between a \$1,000,000.00, \$2,000,000.00, \$3,000,000.00, \$4,000,000.00 or \$5,000,000.00 liability coverage.

Dillinger asked do you mean cost?

Altman stated yes. That will narrow it down really quick. It's probably a difference of \$1,000.00 maybe \$2,000.00.

The Surveyor stated I don't know; I just want to get the job done.

Howard asked you don't know what they've got?

The Surveyor stated no.

Altman asked did we bid it with the insurance requirements?

Howard stated no, it's engineering services.

Altman asked we can't find somebody else to design a culvert?

The Surveyor yes, we can, but from what I received through the emails I told them to go ahead and you had approved it at the last meeting.

Altman stated so it's a question of it's already going.

The Surveyor stated yes. I can only go by what I've been told and that's what I was told so I went forward.

Altman stated that defines the problem.

Howard stated even if they're doing a culvert and it's down the road I think they need to, at a very minimum, have professional liability service for \$1,000,000.00 to \$2,000,000.00 and if they don't we won't be able to use them again. Maybe we let it go through this time.

Altman stated I don't think we have a choice.

Altman made the motion to allow the variance to go through with Civil Site Group, Inc. in the amount of \$1,900.00 for topographic and utility survey and \$6,900.00 for construction plans, but I do want to know the difference in cost because I think people are just unhappy because we have an insurance requirement that really isn't material, seconded by Dillinger and approved unanimously.

Proposed Engineer's Contract:

The Surveyor stated hopefully you've had a chance to look at that. The paragraph that I changed was a new paragraph, paragraph 27 "The Contractor shall adhere to the insurance requirements as set out in the attachment entitled "AMENDED HAMILTON COUNTY POLICY ESTABLISHING INSURANCE REQUIREMENTS FOR VENDORS" dated May 11, 2020. Is that good enough or do you want a total rewrite?

Howard stated I think that's good enough, but I think you have to be ready and obviously if they're not using drones, they don't need unmanned aircraft. You probably have to walk them through it a little bit. Just attaching it is enough, but I think we need to be able to talk to them about what they don't need. The revision is that we attach the insurance obligations to it, and this brings up another one and this is one that the Surveyor has been talking to me all along is pollution. Under our guidelines if you dig in the dirt, you're required to have pollution coverage. There're two issues for pollution when you're doing a contract, there's causing it or finding it. I think we need some clarification there. If they break an oil line or they hit an underground transportation then they caused it, but we had one contractor around Joliet that found a huge pollution issue.

The Surveyor stated we find oil tanks in the ground that we never knew was there, we find debris that's been buried for years. You know how farmers were, they go out and dig a hole and dump it. You never know what you're going to find when you start digging.

Altman asked but is it consensus that pollution coverage is only for those that create pollution?

Howard stated I would think that would be the only coverage they could get. No one is going to write them a policy that if you're digging a ditch and you strike oil and not the kind you like, nobody is going to insure that risk. I think we just have to know that.

Altman stated well it's not their fault unless they didn't call 811.

Howard stated their pollution would be caused by...

Altman stated again I think we ask the insurance committee to find out whether general liability insurance is what we absolutely have to have covers what when it comes to digging.

Howard stated it may cover causing, but not finding.

Dillinger stated I think we need to bring Steve (Rushforth) down and ask him those questions. He would know the answer.

Howard stated do you think he does?

Dillinger stated yes.

Altman stated let's ask the insurance guy.

Dillinger stated Steve is the one that is in biggest contact with the insurance guy. He's extremely knowledgeable about it.

Altman stated I know, but it will be our coverage that handles it so I want to make sure our carrier is in sync with whatever we decide and Steve's not going to be able to speak for him.

Howard stated I'll put the request in writing to Doug Walker and copy you guys.

Altman stated that'll be great. I'm not questioning his knowledge.

Certificate of Insurance - Request for Review Committee Waiver:

The Surveyor stated this waiver was denied for pollution by the insurance committee.

Howard asked are they going to go ahead and provide pollution?

The Surveyor stated I don't know what they're going to do. They're probably not going to bid next year.

Howard asked that's one of your maintenance guys?

The Surveyor stated yes.

Altman stated it depends on what we're asking them to cover.

Dismiss Petition to Reconstruct:

The Surveyor stated we have three petitions that have been applied for and should be dismissed at this point in time: Bellwood Drain Reconstruction, Konow Petition from November of last year; E. M. Osborne Drain filed by Paul Rio of Platinum for Countryside in October of 2000 and Countryside is built, they decided not to go in that direction; and Springmill Crossing Drain petitioned for in January of 2012 for a subsurface line going through the pool area and clubhouse area and the Homeowners Association decided to put that in themselves.

Dillinger made the motion to dismiss the petitions presented, seconded by Altman.

Altman asked did you inspect the work?

The Surveyor stated no, because it's not regulated.

The motion had been made and seconded to dismiss the petitions presented and approved unanimously.

52.5 Hearing - Sly Run Drain, Beals & Cox Arm - Northpoint Commerce Park Phase 1:

The Surveyor presented his report to the Board for approval.

"August 3, 2020

To: Hamilton County Drainage Board

Re: Sly Run Drain, Beals & Cox Drain-Northpoint Commerce Park-Phase 1

Attached is a petition and plans for the proposed reconstruction of the Sly Run Drain, Beals & Cox Arm. The reconstruction is being proposed by Stellhorn Northpoint LLC. The proposal is to reconstruct the Beals & Cox drain located within the Northpoint Commerce Park. The reconstruction is per plans by Kimley Horn, having job no. 170157001 and dated May 29, 2020. (See sheet C4.0).

The new system consists of one dry swale and one wet detention basin connected via reinforced concrete pipe which will run underneath a road to be built with the construction of the Northpoint Commerce Park. The reconstruction shall begin at the Western edge of the dry swale per the plans and then run 260 feet East to new structures D4 and D7 per the plans. Then, turning Southeast the existing tile will be replaced with dual pipes consisting of 176 feet of 30" RCP each which will run to new structures D5 and D6 per the plans. These two outlet structures empty into the wet detention basin which runs Southeast for 280 feet before turning East and running for 252 feet before outletting into new outlet control structure D32 per plans and running for 40 feet with 18" RCP before entering the existing open drain through end-section structure D31 per plans. To the North of new Structures D32 and D31 is an emergency spillway which runs Southeast for 60 feet before flowing into the existing open drain.

This Reconstructed drain shall consist of the following:

18" RCP	40 feet	Wet Detention Basin	532 feet
30" RCP	352 feet	Spillway	60 feet
Dry Swale	260 feet		

The total length of the reconstructed drain will be 1244 feet. The total amount of drain being removed is 925 feet. The beginning station is located at the western limits of the lot at Sta. 16+00 and the end station is located at the eastern limits of the lot Sta. 24+95.

This project will add 319 feet to the drains length.

Thereafter, the Board made inspection for the purpose of determining whether or not the lands of any owners had been erroneously included or excluded from the Schedule of Assessments. The Board finds on the basis of the reports and findings at this hearing as follows:

HAMILTON COUNTY DRAINAGE BOARD

Mark Heirbrandt
PRESIDENT

Christine Altman
Member

Steven C. Dillinger
Member

ATTEST: Lynette Mosbaugh
Executive Secretary"

Capital Asset Notifications:

The Surveyor presented the following Capital Asset Notification to the Board for their approval: Bliss Johnson Drain.

Dillinger made the motion to approve the Capital Asset Notification presented, seconded by Altman and approved unanimously.

Non-enforcements:

Mr. Brent Brown, Ms. Sara Lamkin and Mr. Eddie Fields were present for this item.

Liston presented a non-enforcement request for the Thorpe Creek Drain, Barrington Estates Arm filed by Chad Hannah for parcel #13-12-29-00-04-010.000 for an inground pool with concrete deck. The office recommends the Board table this item.

Dillinger made a motion to table the non-enforcement request presented, seconded by Altman and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Woods at Vermillion Arm filed by Brian Owens for parcel #13-16-08-00-20-012.000 for a fence. The office recommends the Board take no action on this item until the Owens pay their bill.

Dillinger made a motion to table the nonenforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Crooked Creek Drain filed by Everstream for parcels #17-13-06-04-05-001.003 and 17-13-06-04-05-001.005 for fiber optic cable. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the J. R. Collins Drain filed by Everstream for parcels #16-09-26-00-02-001.000, 16-09-26-00-02-002.000, 16-09-26-00-02-003.000 and 16-09-26-00-02-045.000 for fiber optic cable. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Village of West Clay Drain filed by Everstream for parcels #17-09-28-00-00-028.001, 17-09-28-00-02-001.000, 17-09-28-00-02-014.000, 17-09-28-00-03-019.000, 17-09-28-00-05-012.000, 17-09-28-00-46-054.000, 17-09-28-00-46-055.000, 17-09-28-00-50-033.000, 17-09-28-00-58-001.000 and 17-09-28-00-58-002.000 for fiber optic cable. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the J. W. Brendel Drain filed by Everstream for parcels #17-09-29-00-19-002.000, 17-09-32-00-05-038.000 and 17-09-32-00-05-039.000 for fiber optic cable. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Kingsmill Arm filed by David and Amy Wilson for parcel #17-13-05-00-10-008.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Little Eagle Creek Drain, Albany Place Arm filed by Drees Premier Homes, Inc. for parcel #17-09-20-00-25-001.000 for a driveway. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Springmill Crossing Arm filed by Torey and Kyle Mates for parcel #17-09-23-03-01-055.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Little Eagle Creek Drain, West Rail at the Station Arm filed by Robert and Virginia Spears for parcel #08-09-10-00-20-009.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Bellewood Drain, Glen Oaks Arm filed by Joseph George for parcel #17-09-30-00-06-035.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Clark presented a non-enforcement request for the Long Branch Drain, Lakes at Towne Road Arm filed by Navtej and Sukhdeep Thind for parcel #17-09-29-00-43-011.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Heritage at Vermillion Arm filed by Nathaniel and Sara Voigtman for parcel #13-16-08-00-18-012.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Woods at Vermillion Arm filed by Ashley Johnson for parcel #13-16-08-00-07-031.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Liston presented a non-enforcement request for the Paulsel, Vance & Paulsel Drain, Lochaven Arm filed by Jerren and Lisa McQuaid for parcel #10-10-14-00-07-020.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Enclave at Vermillion Arm filed by Ed Roesch for parcel #13-16-08-00-21-018.000 for a fence. The Surveyor's Office recommends approval.

Dillinger made the motion to approve the non-enforcement request presented, seconded by Altman and approved unanimously.

Spills:

John Edwards Drain - Arvin stated this spill was 30 gallons of gas in the Springmill Park Subdivision. A box truck's gas tank fell off due to broken fuel straps. The city of Westfield and Emergency Management worked together to clean it up with containment booms and a bag of LITE dry.

Utility Non-enforcements:

Altman asked do we have a required timeframe for them to remove their facilities if there's a conflict?

The Surveyor stated no, we don't.

Altman stated we need that because we started doing that in Highway.

Heirbrandt asked what's an appropriate timeframe?

Altman stated we need to put one and then put a penalty in there.

Howard asked the Surveyor, what do you think, 90 days or 60 days?

The Surveyor stated I like 60 days.

Altman stated I'd say 45 days.

Baitz stated it's hard to get them to respond to even come out and look at it, let alone remove it.

Altman stated I want to give them enough time, but I don't want to stop a project because they blew us off after 60 days, that's the problem.

Heirbrandt asked you want to make a motion for 45 days?

Altman made a motion to frame it where they have to respond within 20 days of contact and removal within 60 days of contact. That way if they don't respond we know we have a problem and we'll just push on, seconded by Dillinger.

Howard stated we need to make sure, under the Statute, if they are in our easement by permission that notice has to go certified. It's in the Statute if we're asking them to move we have to do it certified.

Altman stated that's fine.

The motion had been made and seconded to frame a certified letter to the utility that they have to respond within 20 days of contact and removal within 60 days of contact and approved unanimously.

The Surveyor stated we'll start putting that on the face of the document.

Altman stated we might want to see whether we can put penalties in by ordinance since we're looking at the ordinance. It really doesn't matter if they ignore us unless we're starting to penalize them. We're reticent to work it out of the ground because of the harm to the people that are using it.

Howard stated we'll add that to our violation \$2,500.00.

Spills (Continued):

Wheeler & Beals Drain (Wendy's Restaurant at 1501 Chatham Commons Boulevard) - Duncan stated last week we received a report of an apparent grease dump. The storm drainage system drains into a roadway network which drains north into a detention pond which then drains out across a shallow swale out to the Wheeler and Beals Regulated Drain. There's evidence of grease and when I was out there the smell of the grease it was obvious it was cooking grease. We've been in contact with the City of Westfield as well as Hamilton County Health Department. There're various tracks that are going forward in terms of enforcement. Do we have permission for enforcement? There's no evidence that any grease has actually made it into the regulated drain, however...

Altman asked where did it go?

Duncan stated I think it's still in there. I think we really haven't had any rain and I think it's just congealed.

Altman stated we'd better get it cleaned out.

Howard asked how did this happen? Did the nightshift just go dump it in the drain?

Duncan stated that's what it sounds like, yes. The correspondence the Health Department had with the manager of the restaurant is the nightshift is responsible for getting rid of the grease and they've been dumping it down the drain.

Altman stated they should have a contract and all kinds of fancy; I used to rent to a restaurant, you have to do all kinds of stuff with grease.

Dillinger stated that's not uncommon because when I owned my office building up here Kentucky Fried Chicken used to do that sometimes and they'd get in trouble because it would clog the drains up.

Duncan stated in one part of the process they're dumping it into the drain internally which goes to the sanitary sewer system, but they said that they have to unclog that all the time.

Dillinger stated that's what happened to mine because it clogged up my drain because it came behind my building.

Duncan stated as best as I can read our illicit discharge ordinance says we do have enforcement authority even without necessarily having evidence of a release into the regulated drain. Several of the items I drafted is a notice of violation that's in the packet that outlines several of those, but mainly in that order a cease and desist of course, tell them to stop doing it, to clean it up and also do we want to approach levying them and fining them for what they've done.

Altman stated I'd be inclined to give them 10 days to clean out the drain and if they don't impose a fine of "x" dollars for everyday it's not cleaned out. The thing is if it gets plugged up at least on their end it's only affecting them, but if its in the drain part we've got a problem where it's affecting everybody else.

The Surveyor stated my feeling is we don't want it to go any further, so when we do have a rain, we don't want to be cleaning it out of our system.

Duncan stated the detention system would not be effective because grease and oils floats. While the detention system was designed as a BMP it's not effective at removing that pollutant so we really do want to clean it up before it even gets down to the detention pond because it should just go right through if it makes it that far.

Altman asked how are we going to get it out of there?

Duncan stated they'll have to pressure wash it out.

Altman asked but won't that shove it right down?

Howard stated they'll have to capture it in the system.

Altman asked can we give what will be acceptable with respect to how you clean it out because we don't want them having the nightshift going out there trying to figure this out?

Howard asked have you talked to anybody above the paygrade of almost unemployed?

Duncan stated we have not, only the Health Department has contacted them. I have that person's contact information; I certainly can reach out to them. I think he is the manager of the restaurant.

Altman stated lets hand deliver notice and give them 10 days because it's going to start raining one of these days.

Altman made the motion to give the restaurant ten (10) days starting tomorrow to clean the storm drain out under a method approved by the Surveyor's Office and if they fail to do so to our satisfaction we'll impose a fine of \$500.00 per day.

The Surveyor asked if they don't do so within fifteen (15) days do we do it ourselves and bill them, plus the fine, even though it's not regulated?

Altman stated let's build up enough money that we can have the fine paid for because that's the intent of the fine. They need to have incentive to get it done.

Dillinger asked Howard, can we do that?

Howard stated I have a draft of the ordinance, but I'm glad I didn't get it to you because we're adding stuff. I think anytime we do that, and I think if we have to do the work we may take the money out of the fine fund in the short run, but we should be getting restitution for that. Especially like this. Accidental, you have a car wreck and three quarts of motor oil run in, that's one thing, but this is just intentional.

Dillinger stated it was just kids closing it up and they probably didn't think a thing about dumping it down there. They probably thought that's where it should go.

Altman stated no, that's training.

Howard stated management has to take some responsibility.

Altman stated if they didn't have the Reclaimant containers then there's something; I think the Health Department shut them down.

Howard stated every little restaurant makes them have grease traps.

Dillinger seconded Altman's motion to give the restaurant ten (10) days starting tomorrow to clean the storm sewer out under a method approved by the Surveyor's Office and if they fail to do so to our satisfaction we'll impose a fine of \$500.00 per day and approved unanimously.

F. M. Musselman Drain, W. S. Burnau Arm Reconstruction - Change Order No. 1:

Liston presented Change Order No. 1 to the Board for approval.

"August 25, 2020

TO: Hamilton County Drainage Board

RE: F. M. Musselman Drain, W. S. Burnau Arm Reconstruction
Change Order # 1

The following items are an addition to the F. M. Musselman Drain, W. S. Burnau Arm Reconstruction being done by Hoosier Pride Excavating.

1. Item 4 - 48" Manhole w/Casting & Marker	\$2,596.00
2. Item 14 - 6" SSD Riser w/ Concrete Collar	\$ 200.00
3. #53 Stone Farm Crossing	\$1,601.60
4. #8 Stone	\$ 900.00
5. 12" CMP	\$ 960.00
6. 6" Dual Wall HDPE SSD	\$1,340.55
7. Erosion Control Blanket	\$ 654.00

Total Cost of Change Order # 1 **\$8,252.15**

The following items were not billed for on the contract and therefore their costs need to be deducted from the contract.

1. Item 15	10" Dual Wall HDPE Tile	\$13,500.00
2. Item H3	Rip Rap (10.32 Ton)	\$ 464.40

Total Cost of Deductions from the Contract **(- \$13,964.40)**

Total for Change Order # 1 (\$ 5,712.25)

Engineer's Estimate/15% Contingency \$445,896.31

Contractor's Bid \$387,735.92

Total Additions of Change Order # 1 \$ 8,252.15

Deductions from Contract (- \$13,964.40)

Total Reconstruction Cost \$382,023.67

Submitted by

Jerry L. Liston
Inspector"

Dillinger made the motion to approve Change Order No. 1 presented, seconded by Altman.

Altman stated I think we need a change order for the unbilled items to make it clear that we've considered it a change order and those items are deleted.

Liston asked out of the contract?

Altman stated correct.

Liston asked separate?

Altman stated I don't care if it's separate, but I want to make sure; it just says not billed. Unbilled items change ordered out also or somehow, so the contractor is signing off that they're out and we won't get a bill.

Liston stated that came in on the contractor's final claim.

The motion had been made and seconded to approve Change Order No. 1 presented and approved unanimously.

Violations:

Vermillion Drain, Woods at Vermillion Arm - Liston stated at the last meeting there was a question as to whether we gave the property owners a timeframe to pay and we wanted to let the Board know that we did send a letter Monday of last week certified to the Owens telling them they have fifteen (15) days to pay their bill for the fence removal.

Altman asked do we have to do anything at the Board level to go ahead and get it of record or do you feel you have enough on record to file the lien?

The Surveyor stated what we usually do after the days run out, we come to the Board at the next meeting.

Altman made the motion after the expiration of the time period stated the Surveyor's Office file a lien for those charges and make sure they show up on the tax records so it's collected with the next payment, seconded by Dillinger and approved unanimously.

Surety Acceptance:

Liston stated that at this afternoon's Commissioners meeting the Board would be accepting the following sureties: Irrevocable Letter of Credit No. 1399BFF2 in the amount of \$115,173.60 for Bluffs at Flat Fork Section 2, storm sewers; Irrevocable Letter of Credit No. 1400BFF2 in the amount of \$36,500.47 for Bluffs at Flat Fork Section 2, erosion control; Subdivision Bond No. 800055094 in the amount of \$136,240.50 for Liberty Villas Section 1, storm sewers.

Surety Release:

Liston stated that at this afternoon's Commissioners meeting the Board would be releasing the following sureties: Irrevocable Standby Letter of Credit No. 3536343 in the amount of \$13,663.20 for Heron Hills, subsurface drains; Irrevocable Standby Letter of Credit No. 3536300 in the amount of \$164,700.00 for Heron Hills, storm structures; Irrevocable Standby Letter of Credit No. 3536394 in the amount of \$33,081.60 for Heron Hills, erosion control.

Private Drain Petition - Daniel Phillips:

Conover stated on September 3, 2020 an obstruction of private drain petition for removal was received by the Hamilton County Surveyor's Office. The petition was filed by Daniel Phillips at 19025 Mill Grove Drive. The petition is against the City of Noblesville. The city had installed underdrains under the curb. This property owner was utilizing it as it was designed for an outlet for his sump pump. The drain got clogged and the city claims they no longer will maintain the subsurface drains under the street telling him it got too hard and too expensive.

Altman asked how do you just quit? Can we just stop paving roads? This doesn't make any sense.

Howard asked where is this?

Conover stated it's on Mill Grove Drive.

Altman asked is this a subdivision?

Conover stated it's a subdivision west of Mill Creek Road on the south side of S.R. 38.

The Surveyor stated the clog is in the subsurface drain which is under Noblesville.

Howard stated that subdivision is less than five years old isn't it?

Altman stated they found concrete in there, how did concrete get in there? It was like pieces of it.

Howard stated contractors waste probably.

Conover stated it could have gotten punctured when somebody in the area was doing a driveway. That would be my guess. There's no telling how it happened, but I did contact the City of Noblesville, Tim Stottlemeyer at the Wastewater Department, just to make sure that this is what they're saying, that they're not doing that. He said yes, it was just single wall pipe and it was too hard for them to maintain. He said they had the option to run to a catch basin down the street or to discharge in their backyard. I asked if the city going to pay for that and he said no, that's at the landowner's cost. I think the property owner thought this was worth a shot here.

Howard asked is this a street drain?

Conover stated yes, it's an underdrain.

Howard asked why don't you call the Street Department?

Altman stated I think that's who he called.

Howard stated you said Tim Stottlemeyer and Tim Stottlemeyer is the Stormwater guy, he's not a Street Department guy.

Conover stated the Street Department no longer maintains the street underdrains, the Wastewater Department took it over.

The Surveyor stated but yet if the property owner runs the drain into the backyard and dumps it on top of the surface that's a violation of their ordinance too, not only ours.

Altman asked does Noblesville charge a Stormwater fee, like everybody else is?

Conover stated yes because I think that's when they took over the drains for the wastewater.

Altman stated wastewater is different.

Howard stated there's not a monthly Stormwater fee. There's a Stormwater fee as part of the original tap on fee, but I don't believe there's a sewer fee or stormwater.

The Surveyor stated I don't remember that on my bill.

Altman asked how are you proceeding with this petition against a governmental entity?

Conover stated basically per the code, it's pretty laid out at this point. I report the petition to you and then the Board requests that the Surveyor's Office investigate to see if the obstruction exists and then we will come back.

Altman made the motion to have the Surveyor's Office investigate to see if an obstruction exists, seconded by Dillinger and approved unanimously.

Construction in a Floodplain - Tim & Arlene Nethery:

Conover presented his report to the Board.

"To: Hamilton County Drainage Board

September 9, 2020

Re: Construction in the floodplain
Tim & Arlene Nethery
20999 Riverwood Avenue
Noblesville, IN 46062

Mr. & Mrs. Nethery have submitted a letter to the Hamilton County Drainage Board requesting that they be allowed to build a new 42-foot by 72-foot barn in the floodplain on their property. This barn will replace a barn that was recently removed from the floodway on their property.

The Hamilton County Surveyor's Office has reviewed the proposal during the Hamilton County Board of Zoning Appeals Variance Request phase and provided a letter (attached) to that board stating the requirements that would need to be met to gain approval from this office. These requirements include a minimum of 3:1 floodplain mitigation for fill to raise the elevation of the barn. The BZA did approve the variance request contingent on approval from the Drainage Board/Surveyor's Office.

Mr. & Mrs. Nethery are requesting that the barn be allowed to be constructed in the floodplain and that the floor elevation of the new barn be at the 100-year flood elevation. Hamilton County standards in compliance with FEMA standards require a minimum of 2 feet above the 100-year flood elevation.

Submitted by:



Andrew D. Conover
Inspector
Hamilton County Surveyor's Office"

Howard asked does Nethery understand that it's not habitable and he probably won't have any insurance on anything unless it's two feet above?

Conover stated yes and he actually came back with plans where he put knockouts where the floodwater could flow through the barn. My concern and I discussed this with Chuck Kiphart is that I think part of our compliance with, the whole FEMA for the entire county requires that we have to hold all of these buildings to a minimum of two feet above.

Altman asked it gives us a better rating doesn't it? I think it's a rating issue.

The Surveyor stated the CRS under the NFIP.

Heirbrandt asked the Surveyor, what's your thoughts on this?

The Surveyor stated I don't want to ding us for the audit in the future for the Communities Rating. We have a pretty good rating now if I remember right.

Howard asked is there an exception for replacing preexisting structures? I doubt it, but I'm just throwing that out.

The Surveyor stated no. If it was a residence and it was damaged, they could only improve it up to 50% of the original. As far as the 3:1 mitigation, I have no problem with that.

Altman asked but are they digging it where the mitigation area needs to be? I want to make sure they understand that...

Howard stated if they bring it two feet above, they're probably going to get and they borrow the dirt from the floodplain they're probably going to have significant mitigation. It may not be 3:1, but it ought to be something.

Hamilton County Drainage Board
September 14, 2020

Conover presented a map of the floodplain and floodway.

Howard asked where's the floodplain? Is it the red?

Conover stated yes, the floodway is yellow, the 100-year floodplain is in red and 500-year floodplain is above it.

Howard asked where was the barn?

Conover stated the old barn was in the floodway and they're wanting to put the new barn in the floodplain.

The Surveyor stated which is an improvement, at least its not the actual flow of the channel.

Conover stated they said of course it's going to be their barn, they're not going to get insurance, but I explained to them that they're not always going to own this and I've been here long enough where we let things like this get buy and have been here long enough to know I'm dealing with it down the line. Somebody will deal with this somewhere down the line.

Howard stated part of their petition is how long they've lived here.

Conover stated yes, they've lived there for 30 years they said. The BZA, which is where Nethery went first, the BZA approved the building in the floodplain contingent upon our approval.

Howard stated they don't have jurisdiction.

Conover stated it was contingent on what the Surveyor's Office said. That's when we told them two feet above the floodplain and 3:1 minimum mitigation.

Heirbrandt asked where do you want to go with this?

Howard stated there's a chance we're going to get dinged if they aren't two feet above even though it's not habitable.

The Surveyor stated yes.

Altman asked can you verify that?

The Surveyor stated yes, we can.

Altman stated why don't you verify. Say it's a barn and they had one there before and they just want to put it back and see what the rating shows.

Howard stated the ideal would be to set their elevation and require that any dirt that is removed has to be removed from on site and then that hole becomes their mitigation of whatever formula or proportion it turns out being. I think that's the easy way to do it.

The Surveyor stated I'll talk to Anita (Nance) down at DNR and find out.

Construction Updates:

William Krause Drain Reconstruction Phase 3 - Conover stated our big hold up right now is the paving of the parking lot and streets. Supposedly they have an agreement with the Lodge where they had damaged the parking lot outside of the easement and construction limits. We're requesting something in writing from them of what that agreement is.

Ellis Barker Drain Reconstruction - Duncan stated the project is substantially complete. We still have the issue of the utility conflict at the northwest corner of 196th Street and Grassy Branch Road. I appreciate Howard sending out that letter to Frontier. I did ask for an update from the gentleman we've been dealing with Steve Costlow. He didn't mention it, there's some email chatter that I believe was people above him, he was asking for a status update, but still nothing. They haven't moved yet.

Howard stated when he gets the certified and sends it to them, they may chatter more.

Altman asked what utility asked for the variance?

The Surveyor asked today?

Altman stated yes.

The Surveyor stated it was Everstream. They were actually here in case you had questions.

Duncan stated we'll keep pushing and try to get them moved and then get our contactor back in there to finish that project. We know that drain stub that's going across the intersection is for the GFS project in Westfield.

Altman asked on variances, do we require bonds?

Howard stated no because they would never expire.

Altman stated no, where they get to work in our easement.

The Surveyor stated we do require bonds for the work itself.

Howard stated not for the removal cost down the road.

Altman stated no, but when they're putting their lines in are they required to be bonded when we give them a variance?

Howard asked if they're working in our easement? If they're working in our easement we give the utility the authority to do something in our easement. Do we have a performance bond on that?

The Surveyor stated no, we don't.

Altman stated we need to.

The Surveyor stated I think we're going to.

Pending Asbuilts:

F. M. Musselman Drain, Burnau Arm Reconstruction - Liston stated the office is reviewing those asbuilts and have started the conversation with VS Engineering on those asbuilts. There are some things that they did not pick up and we are working with them to get those items on the asbuilts.

Pending Final Reports:

Anchorage Drain, Reconstruction of a portion of Section 1 - Liston stated the report has been written and is under review in the office.

Crawford Wetland Mitigation - The Surveyor stated this report is still on my table and I'm pulling information together on it now.

Clara Knotts Drain, Pipe Lining - The Surveyor stated Baitz has written a draft for me and I'll be going through that draft.

William Krause Drain, Phase 1 - Conover stated the report is pretty much complete and I was hoping it would make this agenda.

William Krause Drain, Phase 2 - Conover stated the report is complete and we're fine tuning the report before bringing it to the Board.

Pending Items (Attorney):

Masthead Drain, McPhail Recorded Document - Howard stated McPhail had all the stuff as an encroachment. We sent him the agreement that the Board approved several months ago and he was to get back with my office when Covid-19 was over. We sent him a letter and told him Covid was over, we need to get it signed. We since found that he sold the property. We're waiting to hear. We sent another letter to the house or current resident. I'm sure there will be some disclosure issues there. The first thing I hear I will go ahead and send the new owner the explanation why we're there and find out what his signatures are. You did give him a break. You said you'd let them leave all those encroachments there as long as the current pipe was functional, if not they'd have to replace it. It shouldn't be a problem; we'll work on it.

Ellis Barker Drain Reconstruction (Letter to Frontier) - Howard stated we expect there to be some movement. Essentially, we told them November 15th we were going to go in there and start work whether they had their fiber optic line out or not.

Violation Fines - Howard stated I redrafted the penalty ordinance. I have at least six additions or corrections from today's meeting.

Dillinger made the motion to adjourn, seconded by Altman and approved unanimously.

Mark Heirbrandt - President

Lynette Mosbaugh
Executive Secretary