



Stormwater Board Agenda

When: 6-4-2024

Time: 4:30pm

Where: Commissioners Conference Room
Pine View Government Center

Welcome:

Program Maintenance :

Approval of Minutes – May 2024

Claims (Don Lopp) – May 2024

Old Business:

Erosion Control Report – May Report

Vac-Truck (Horacio) – Update and Approval

Stormwater Fees (Chris) – Update

New Business:

MCM's 1.2.3 and 6 Audit (Chris) – June 25th

Chicken House Deli (JLM Engineering) – Variance request

3027 Shagbark Trail (Jodie Wilson) – Easement Encroachment

Public Comment:

ADA Notice: Floyd County, will upon request, provide appropriate aids and services leading to effective communications for qualified persons with disabilities so that they can participate equally in Floyd County's public meetings.

For special accommodations for a meeting contact the Commissioners Administrative Assistant Suzanna Worrall at 812-948-5466 or sworrall@floydcounty.in.gov at least two (2) business days prior to the scheduled meeting or event to request an accommodation.

Floyd County Storm Water Board Minutes
Held: May 6, 2024
4:30 P.M.

Welcome:

Present: Commissioners John Schellenberger, Al Knable and Jason Sharp, County Director Don Lopp, Storm Water Coordinator Chris Moore, Attorney Rick Fox and Secretary Teresa Plaiss. County Surveyor John Brinkworth was absent.

Regular Meeting

Program Maintenance:

Approval of Minutes – March 5, 2024

Mr. Knable made a motion to approve the minutes of March 5 as presented, seconded by Mr. Sharp. Motion carried by a vote of 3-0..

Approval of Claims – March 5 and April 2, 2024

Mr. Knable made a motion to approve the claims as presented, seconded by Mr. Sharp. Motion carried by a vote of 3-0.

Old Business:

Erosion Control Report– March and April – Chris Moore

Mr. Moore stated Riley is nearly ready to come off of the erosion control reporting. (The report is on file with the minutes.)

New Business:

2024 Annual Report (OHM) Approval.

Allison Patron, OHM presented the Board with the approved Annual Report the Stormwater program.

MCM's 4 and 5 Audit – (OHM) – Report

Allison Patron, OHM presented the Board with MCM's 4 and 5 Audit Report.

Business Plan (Stantec) Final Report

Christin Hewes with Stantec presented the Board with a draft of the Stormwater Business Plan. Ms. Hewes stated she will make changes to the plan and report back at a later meeting.

2024 Annual Meeting – May 14 Plainfield Indiana

Mr. Moore informed the Board that he, Horacio Urieta and Cameron Voyles will be attending the Annual Meeting in Plainfield, Indiana on May 14th.

Stormwater Fees (Dr. Al Knable) – Discussion

The Board suggested Mr. Lopp and Mr. Moore prepare a proposal for the Stormwater Fees and bring it to the July meeting.

Public Comment:

Joseph Moore and Dale Mann thanked the Board for their considerations.

Adjournment

With there being no other business, a motion made by Mr. Knable to adjourn, seconded by Mr. Sharp. Motion carried. Meeting adjourned at 5:07 P.M. The next regular meeting of the Board on April 2, 2024 at 4:30 P.M, unless otherwise notified.

John Schellenberger President

Al Knable, Member

Jason Sharp, Member

Attest: _____
Teresa Plaiss, Clerk

EPSC Site Review Inspections

Summary Report

Date of Inspections: May 2024

Performed by: Cameron Voyles, Frank Walden

Assembled by: Cameron Voyles

**** Information in the parentheses next to each item is what was found during the follow up inspection. ****

1. Billy Joe Mini Warehouses (HWY 150 Floyds Knobs at intersection with Stiller RD)

- a) Site is dormant.

2. Bridlewood (Payne Koehler Road & Chapel Lane) ***

- a) Inlet needs protected. (since 5/24 – fixed)
- b) Silt fence needs maintenance in concrete channel in middle of site. (since 5/24 – fixed)
- c) Concrete slurry in gutter. (since 5/24 – fixed)
- d) Silt fence in multiple areas not maintained. (since 5/24 – not fixed)

3. Cedar Pointe II (Everett Avenue & Highway 150)

- a) Site is complete. Notice of Termination (NOT) has been requested.

4. Chambord (Paoli Pike and Old Hill RD)

- a) Only one lot has active construction.
- b) Sediment behind silt fence needs cleaned out. (since 4/24 – not fixed)
- c) Inlet protection not maintained. (since 3/24 – not fixed)

5. Eastridge Borrow Site (Highway 111)

- a) Site has no issues. Current BMPs are being maintained.

6. Eastridge Fill Site (Highway 111)

- a) Site has no issues, just needs to keep maintaining the rock check dams and keeping the road clear of sediment.

Sites with evidence of off-site sedimentation

*** Sites with a high probability of off-site sedimentation

7. Gateway Village (Old Georgetown Road)

- a) Multiple disturbed areas with no protections. (since 5/24 – not fixed)

8. Glades of Autumn Grove (Kenzig Road)

- a) Site is near completion. No issues were found during last inspection.

9. Glenwood Farms (Grantline RD and Dub Knob RD)

- a) Silt fence needs maintained at 5056 Cooks Creek Lane. (since 5/24 – not fixed)
- b) Disturbed area with no protections near 5056 Cooks Creek Lane. (since 5/24 – not fixed)
- c) Disturbed area with no perimeter protections at cul de sac of Cooks Creek Lane. (since 5/24 – not fixed)
- d) Construction entrance needs maintained near 5061 Cooks Creek Lane. (since 5/24 – not fixed)

10. Greenville Substation (South of Miller Evans Road on Pekin Road)

- a) Site is complete. Notice of Termination (NOT) has been requested.

11. Grove Subdivision (St. Joseph Road)

- a) Perimeter sediment control is not being maintained in multiple areas. (since 3/24 – not fixed)
- b) No inlet protection near Mason Trail cul de sac. (since 4/24 – not fixed)
- c) Dumpster is full, needs cleaned out. (since 5/24 – fixed)

12. Henriott Meadows (Henriott Road & Winstewart Road)

- a) No perimeter protections on multiple lots. (since 5/24 – not fixed)
- b) Concrete washout needs maintained. (since 5/24 – not fixed)
- c) Inlet protections needs replaced. (since 5/24 – not fixed)

13. High Pointe (Old Hill Road)

- a) No active construction.

14. Highlands (Old Vincennes Road and Schreiber Road)

- a) Inlet protection(s) installed incorrectly/need replaced. (since 5/24 – not fixed)
- b) Sediment in roadway and gutter in multiple locations. (since 5/24 – not fixed)
- c) Multiple disturbed areas with no perimeter sediment control protections. (since 5/24 – not fixed)

Sites with evidence of off-site sedimentation

*** Sites with a high probability of off-site sedimentation

15. Kamer Crossing (Kamer Miller Road and Highland Oaks Drive)

- a) Sediment behind silt fence in back of site needs cleaned out. (since 5/24 – not fixed)
- b) Concrete washout needs maintained. (since 5/24 – not fixed)
- c) Perimeter sediment control protections need maintained on lots near entrance of subdivision. (since 5/24 – not fixed)

16. Knob Hill Multi-Family Development (North side of SR 64 just West of Oaks RD) ***

- a) Dumpster full, needs emptied. (since 5/24 – fixed)
- b) No perimeter protection around stockpile. (since 5/24 – not fixed)

17. Knob Hill Subdivision (North side of SR 64 just West of Oaks RD) ***

- a) Perimeter sediment control protections need maintained on multiple lots. (since 5/24 – not fixed)
- b) Concrete washout needs maintained. (since 5/24 – not fixed)
- c) Sediment in roadway, inlet protection needs replaced. (since 5/24 – fixed)

18. Legacy Springs (Corydon Ridge & Old Salem on right – Legacy Springs Blvd)

- a) No active construction.

19. Northside Basin – North (Charlestown Road)

- a) Site is complete. Notice of Termination (NOT) has been requested.

20. Poplar Woods (Old Salem Road and Yenowine Lane)

- a) No perimeter sediment control near Poplar Woods Dr cul de sac. (since 4/24 – not fixed)
- b) Construction entrance needs maintained. (since 5/24 – not fixed)
- c) No perimeter sediment control protections around disturbed area near creek. (since 5/24 – not fixed)

21. Riley's Excavating, LLC Site (State Road 62) ***

- a) Disturbed areas near front gravel lot needs perimeter sediment control protections. (since 5/24 – not fixed)

22. Springs of Old Georgetown (Old Georgetown Road & Yenowine Lane)

- a) No issues were found during last inspection.

Sites with evidence of off-site sedimentation

*** Sites with a high probability of off-site sedimentation

23. St. Joseph Road Residential Assisted Living (St. Joseph Road)

- a) Outlet structure needs more protections around it to prevent surrounding sediment from getting inside. (since 5/24 – not fixed)
- b) Silt fence near fence in back of lot needs maintained. (since 5/24 – not fixed)
- c) Headwall in back of lot not stabilized. (since 5/24 – not fixed)

24. The Timbers (On Edwardsville Galena RD about a mile North of Frank Ott RD)

- a) No active construction.

25. Villages at Autumn Grove (Kenzig Road)

- a) Silt fence needs maintained near trench drain at end of Penny Ln. (since 4/24 – not fixed)

26. Villages of Valley View (Lawrence Banet Road)

- a) Some sediment in gutter and roadway. (since 4/24 – not fixed)
- b) Multiple inlet protections need replaced. (since 5/24 – not fixed)
- c) Silt fence needs maintained on multiple lots. (since 5/24 – not fixed)

27. Villas of Floyds Knobs (SW Side of Vincennes RD 1320 ft West of SR 150 – Tuscany Drive)

- a) Concrete washout needs maintained. (since 5/24 – not fixed)
- b) Concrete slurry in roadway and gutter. (since 5/24 – not fixed)
- c) Existing BMP's at headwall pipe entrance need maintained. (since 5/24 – not fixed)

28. Westfield Springs (Alonzo Smith Road & Frank Ott Road)

- a) Perimeter sediment control protections need maintained. (since 5/24 – not fixed)
- b) Sediment in the gutter/roadway getting into inlets with protections that are not being maintained. (since 5/24 – not fixed)

29. Woods of Skyline (Skyline DR & Skyline CT)

- a. No active construction

Sites with evidence of off-site sedimentation

*** Sites with a high probability of off-site sedimentation

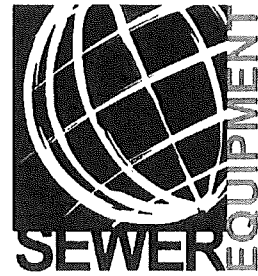
Ramvac
www.ram-vac.com

Mongoose Jetters
www.mongoosejettters.com

Sewer Equipment Co. of America
www.sewerequipment.com

Sewer Equipment
1590 Dutch Road
Dixon, IL 61021

Office: 815.835.5566
Toll Free: 800.323.1604
Fax: 815.284.0452



November 1, 2022

To whom it may concern:

We hereby certify that the following Company is the sole authorized dealer of genuine Sewer Equipment Co. of America's equipment, components, parts, high efficiency "Smart" nozzles and service:

Brown Equipment Co., Inc.
2501 South Kentucky Avenue
Evansville, IN 47714

This authorization is valid for municipalities in Northern **Illinois** and the states of **Indiana, Kentucky, Ohio and Wisconsin**. No other Sewer Equipment distributor, regardless of their location, is authorized to provide products or services in these states. Please submit purchase orders directly to **Brown Equipment Co., Inc.**

Sincerely,

SEWER EQUIPMENT CO. OF AMERICA

A handwritten signature in black ink, appearing to read 'LH', is written over the printed name of Larry Hageman.

Larry Hageman, Vice President of Finance



1590 Dutch Road | Dixon, IL 61021
 p 815.835.5566 | f 815.284.5600
 www.SewerEquipment.com



March 8, 2024	PO#	
	Product Class:	Combination
Payment Terms: NET 30 AFTER DELIVERY	REV:	
Distributor: Brown Equipment Company	WO#	
Salesman: Kenneth Powell		
End User: Floyd Co. IN Hwy Dept / STW		
Address: 6412 Old Georgetown Road		
City, State, Zip: Georgetown, IN 47122		
Phone: 812-948-4119		
Contact: Ronnie Tuell		
Email: rtuell@floydcounty.in.gov		

900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner

Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack	Water System: 1000 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports	Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls
Boom: Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control	Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches	Accessories: (3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown Gun w/ 50' of Hose Cleaner, Tip, Torch, Small (1) Hydrant Wrench (1) Paper Owner's Manual
Debris Tank: 9 Cubic Yard Capacity Hydraulic Dump, 50° Dump Angle Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door	Truck: Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting (2) Tow Hooks Front Bumper	

BASE UNIT AS OUTLINED ABOVE	\$329,434.00	1	\$329,434.00
	LIST PRICE OF SELECTED OPTIONS:		\$78,482.10
Sourcewell Contract # 101221-SCA	3% Sourcewell / 7% BEC - LESS PERCENTAGE DISCOUNT (enter % →)	10%	(\$40,791.61)
	NET PRICE OF UNIT:		\$367,124.49
FACTORY SUPPLIED STOCK CHASSIS 968-FL-900-Tand-12L-900-12 YD MUNICIPAL-FL 114SD+ 370			\$122,807.00
	ESTIMATED TOTAL:		\$489,931.49

STANDARD OPTIONS:			
HOSE REEL ASSEMBLY:	LIST PRICE		TOTAL
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION	\$9,182.00	1	\$9,182.00
FOOTAGE METER (mounted on jet hose reel)	\$930.00	1	\$930.00
SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) PER FT	\$5.50	500	\$2,750.10
WATER PUMPS:			
UPGRADED DRAIN VALVES (upgrade to ball valve style drains)	\$361.00	1	\$361.00
WATER TANKS:			
DIGITAL WATER TANK LEVEL GAUGE	\$1,142.00	1	\$1,142.00
2" Y-STRAINER ON INLET FILL SYSTEM	\$898.00	1	\$898.00
WATER SYSTEM ATTACHMENTS:			
FILL HOSE STORAGE RACK	\$255.00	1	\$255.00
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)	\$7,566.00	1	\$7,566.00



Sourcewell (formerly National Joint Powers Alliance or NJPA), Sewer Equipment, and Brown Equipment Company have come together to offer the 30-minute equipment purchasing solution for your government agency.

Sourcewell has solicited bids on behalf of its members in the category of Sewer Jetting, Sewer Vacuum, and Hydro Excavation Equipment with Related Accessories and Supplies. Respondents were graded on a 1000-point scale in categories such as price, local service capabilities, warranty terms, product quality, eco-friendly practices, value added attributes, and product selection. Based on its point total, Sewer Equipment has been awarded contract 101221-SCA which includes all of our products in the following categories:

- Sewer Equipment Co. of America Combination Sewer Cleaners and Catch Basin Cleaners
- Mongoose Jetters and Sewer Equipment Co. of America Truck Jets
- Mongoose Jetters and Sewer Equipment Co. of America Trailer Jets
- Ramvac Hydro Excavators
- Sewer Equipment Co. of America Easement Machines
- Cappellotto Genesis Recycler Combination Sewer Cleaner
- Rental/Rent-to-Own of all equipment above
- Chassis for above equipment
- Sewer Equipment Co. of America High Efficiency Sewer Cleaning Nozzles
- Sewer Equipment parts and accessories
- Nezat Training and Consulting

The most commonly asked question is, "Am I able to use the results of this bid to purchase my equipment?" The answer is YES, and it is based on two important, but simple principles:

1. The joint powers provision, present in every state law, dictates that what two units of government can individually do for themselves, one can do for the other. In essence, Sourcewell has conducted a competitive bid, and your government agency can use the results.
2. Sourcewell is a government entity. All Sourcewell employees are public employees who are required to pay into the Public Employment Retirement Association (PERA) through payroll deduction.

After choosing your desired equipment and receiving a Sourcewell price quotation from Brown Equipment Company, simply follow these steps:

1. If your municipality or organization is not already a member, sign up for your no cost, no obligation membership by clicking the "Join" icon on the Sourcewell home page: <https://www.sourcewell-mn.gov/>
2. You will receive your membership number within 24 hours.
3. Issue a purchase order to Brown Equipment Company, referencing Sewer Equipment contract # 101221-SCA and your membership number.
4. Make payment to Brown Equipment Company, per the terms of their quotation to you.

That's it! SOURCEWELL, Sewer Equipment, and Brown Equipment Company, will handle the rest.



Brown Equipment Company
 2501 S Kentucky Ave
 Evansville IN 47714
 Ph:800-747-2312
 www.brownequipment.net

Vehicle Quote

#Q09875
 3/8/2024

Item	Description	Qty	Price	Extended Price
SEWER-900-9-SA-TPP	SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-9 SA TPP Chassis: Freightliner 114SD Cummins Engine, Allison Transmission, Rear Axle Single Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Variable Volume Delivery Analog Vacuum Display (6) Tube / Tube Rack Boom: Hydraulic Powered Boom 180° Working Radius 10' Boom Cylinder Boom Joystick Control Debris Tank; 9 Cubic Yard Capacity Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door Body Wash-out System Decant Screen, Swing-out 800 GPM Pump-off System Water System: 1000 Gallon Capacity Water Tank Giant Triplex Plunger Water Pump 60 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System Digital Water Tank Level Gauge 2.5" Hydrant Fill system with Strainer Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab (2) Alum Toolbox 18"x18"x30" - Passenger Rear Toolbox Group (2) 24"x18"x18" Boxes and (1) 63.75"x17.25"x12" Center Section with Pass-Thru LED D.O.T. Approved Lighting 4 LED Flashers LED Arrowstick LED Curbside Work Light LED Boom Work Lights LED Rear Mounted Work Lights Hose Reel & Hose: Front Mounted Telescoping & Rotating 500' x 1" Jetter Hose 10' Leader Hose Automatic Levelwind with Hydraulic Up/Down Manual Footage Counter Accessories: (3) 8" x 6' Extension Tube (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose with Storage Rack Upstream Pulley Guide Washdown gun w/ 50' Hose on Spring Retract. Hose Reel Hydro-Excavation Kit Wireless Pendant Controller Enhanced Visibility Camera System (front and rear camera) Tow Hooks Central Lubrication System (1) Hydrant Wrench (1) Paper Owner's Manual	1	\$489,931.49	\$489,931.49



Q09875

SOURCEWELL CONTRACT # 101221-SCA



Brown Equipment Company
 2501 S Kentucky Ave
 Evansville IN 47714
 Ph:800-747-2312
 www.brownequipment.net

Vehicle Quote

#Q09875
 3/8/2024

Company/Agency: _____

Name(Printed): _____

Title: _____

Signature: _____

Date: _____

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

1. ACCEPTANCE. This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.



Q09875



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2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q09875

3/8/2024

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.



Q09875



Stormwater Board Agenda

When: 6-5-2024

Time: 2:00pm

Where: Commissioners Conference Room

Pine View Government Center

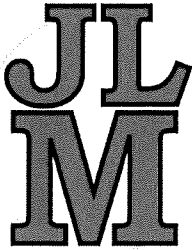
Floyd County Stormwater has scheduled a

WORKSHOP

To review Stormwater Fee Appliance.

ADA Notice: Floyd County, will upon request, provide appropriate aids and services leading to effective communications for qualified persons with disabilities so that they can participate equally in Floyd County's public meetings.

For special accommodations for a meeting contact the Commissioners Administrative Assistant Suzanna Worrall at 812-948-5466 or sworrall@floydcounty.in.gov at least two (2) business days prior to the scheduled meeting or event to request an accommodation.



**JLM Engineering
Civil & Environmental Solutions**

720 Rolling Creek Dr., Suite 207 • New Albany, IN 47150
Office (502) 275-7777 • cell (502) 380-7360 • jonmccoy@live.com
www.jlmccoengineering.com

May 31, 2024

Chris Moore
Director
Floyd County Stormwater
2524 Corydon Pike
Suite 201
New Albany, IN 47150

**RE: Chicken House Deli/Coffee Shop
Stormwater Board Narrative**

Mr. Moore,

We are requesting Stormwater Board approval to allow the detention basin outlet structures to have an orifice size of 5" in width, your stormwater drainage ordinance specifies that any orifices less than 6" in diameter be approved by the Stormwater Board for use.

In order for the Ordinance requirements to be met that pertains to limiting the post-developed peak discharges for the 2, 10 & 100-yr. storm events from this site, an outlet control structure with a weir opening of 5" must be used to meet the allowed discharge rate of the stormwater leaving the site. An opening of 6" or greater would exceed the allowed rate.

Therefore, we are requesting approval to allow for this change in order for the requirements to be met.

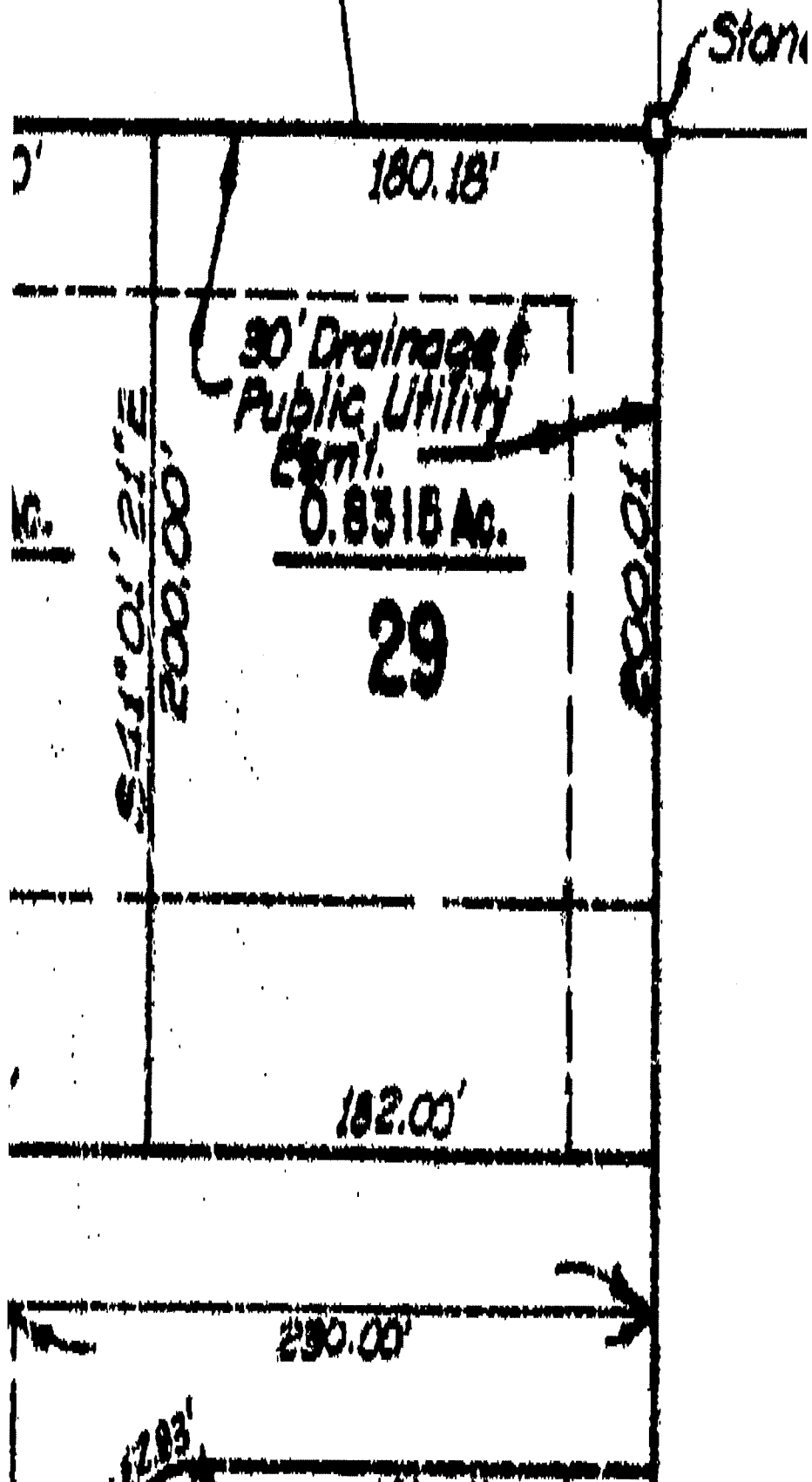
Please let me know if you have any questions or concerns.

I've attached a site plan with the basin and outlet structures highlighted in red.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jonathan L. McCoy'.

Jonathan L. McCoy, P.E.



Stone

0'

180.18'

30' Drainage &
Public Utility
Esmt.
0.8315 Ac.

29

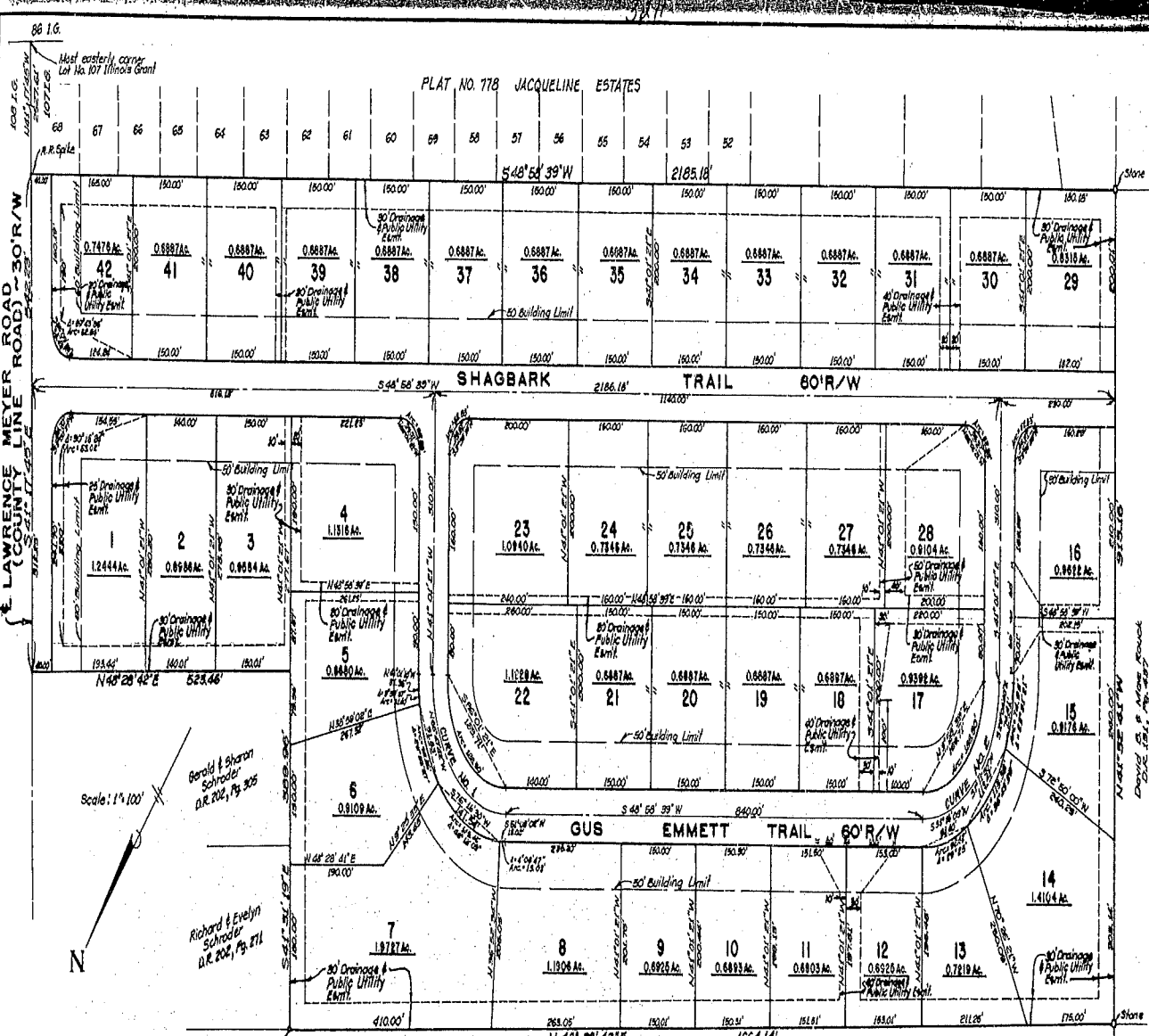
S 41° 01' 21" E
200.00'

200.01'

182.00'

290.00'

12.83'



DESCRIPTION

Commencing at the most easterly corner of Lot No. 107 of the Illinois Grant; thence N41°17'48"W along the northeast line of said Lot No. 107 a distance of 2021.61' to a railroad spike and being the true place of beginning land to be herein described:
 Thence S48°58'59"W, 2185.18' to a stone; thence N41°32'41"W, 913.15' to a stone; thence N48°28'42"E, 1664.14' to a one inch iron pipe; thence S41°31'19"E, 389.96'; thence N48°28'42"E, 523.46' to a point in the center of County Line Road; thence S41°17'45"E along the centerline of said road and the northeast line of said Lot No. 107 of the Illinois Grant, 542.23' to the place of beginning and containing 41.6334 acres of land.

I hereby certify that this plat of SHAGBARK, and the survey shown hereon were made under my direct supervision and that the angular and linear measurements shown hereon are true and correct to the best of my knowledge and belief.

John H. Brinkworth
 John H. Brinkworth, R.L.S. No. 11253



PROTECTIVE COVENANTS
 Subject to protective covenants as recited in Misc. Order No. 5 Inst. No. 371A of the Floyd Co., Indiana records.

NOTE:
 Iron pipes set at all lot corners and points of tangency unless otherwise noted. All bearings are computed from true meridian.

DEDICATION BY OWNER

We, the undersigned, as owners of the property described herein do hereby acknowledge the same to be the plat of SHAGBARK, and do hereby dedicate to public use all the drainage and public utility easements and all public roadways, all as shown or described herein.

Gerald Schroder *Sharon Schroder*
 Gerald Schroder Sharon Schroder

ACKNOWLEDGEMENT

State of Indiana) s.s.
 County of Floyd)
 Before me, a notary public in and for said state and county, personally appeared Gerald Schroder and Sharon Schroder and as owners of said property did hereby acknowledge the execution of this plat.
 Witness my hand and seal this 7th day of May, 1978.

Muriel J. Tate
 Muriel J. Tate
 Notary Public

My commission expires: 7-5-78

APPROVED BY

FLOYD COUNTY COMMISSIONERS

Raymond Liba
 Raymond Liba

Vincent Freiberger
 Vincent Freiberger

Gary Lottus
 Gary Lottus

Frederick L. Hittner
 Frederick L. Hittner
 Attest: Floyd County Auditor Date

APPROVED BY FLOYD COUNTY PLAN COMMISSION

Richard Koppman
 Vice-President
Patricia Swallow 5/8/78
 Attest: Date

ENTERED FOR TAXATION

This 9th day of May, 1978

Frederick L. Hittner
 Frederick L. Hittner
 Floyd County Auditor

FILED & RECORDED

This 9 day of May, 1978
 11:02 o'clock A.M., E.S.T.
Joseph Freiberger
 Joseph Freiberger
 Floyd County Recorder

PLAT NO. 877 SHAGBARK
 NEW ALBANY TOWNSHIP
 FLOYD COUNTY, INDIANA
 A Part of Survey No. 107 of the Illinois Grant

CURVE DATA			
Curve No.	A	Radius	Tangent Length
1 & 2	30'	190.00'	286.00'

SHAGBARK TRL.

SHAGBARK TRL.

21.1.1.1

SPLITTING

200' 10"

Centerpoint Gas

SHAGBARK TRL.

N

ROUGH SKETCH
ADDED TO SCALE

200' 10" West Prop Line

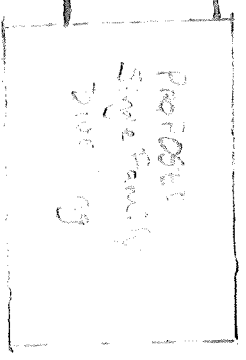
Current Easement

Proposed New Easement

200' West Prop Line

ROUGH SKETCH
ADDED TO SCALE

FUTURE
DETACHED
GARAGE



188' REAR PROP. LINE

30'

SHAGBARK TRL.