

Dear Timber Valley Homeowners.

We held our annual meeting on Wednesday, September 2nd at the Timber Valley park. There was a great turnout, and it was great to see so many members of our community there. Subsequent to the annual meeting, the board received several questions related to the rip-rap project and the ACC color scheme guidelines. We wanted to be thorough in our response to all of the questions. In the attached response below, we believe we have answered the questions and demonstrated why certain decisions were made. In short, after verifying with the city, we are confident we have a clear path forward to complete the rip-rap project. We also amended the ACC color scheme guidelines based on feedback from the annual meeting. The official meeting minutes are attached as well.

Thank you for your patience during this time.

Best regards,

Timber Valley Board of Directors

Timber Valley HOA Annual Meeting – Minutes of the Meeting

Date	Wednesday, September 2nd
Location	Timber Valley Park - Shelter
Call to Order	6:32pm
Adjourn	7:24pm
Next Scheduled Meeting	TBD

ITEM #	PRESENTER(S)	TOPIC
1	Megan Judson	Verification of Quorum
2	Megan Judson	Nominee Introduction
3	Ian Slatter, Anthony Clarke	Budget Presentation
4	All	Homeowner Q&A
5	Megan Judson	Announcement of Newly Elected Board Members
6	Ian Slatter	Community Volunteers & Committees

Discussions and Conclusions

ITEM # 1

Topic: Verification of Quorum	Presenter: Megan Judson – Timber Valley Property Manager
	A. Megan verified that quorum was met (10% of eligible homeowners).

ITEM # 2

Topic: Nominee Introduction	Presenter: Megan Judson
	A. Anthony Clarke, Daniel Hudson, Keenan Mumma, Ian Slatter, and Autumn Wagner were listed on the ballot for election. All were present and all made brief statements in support of their candidacies.
	B. Nominee Quint S. Ogle was listed on the ballot but was not present and therefore did not make a statement.

ITEM # 3

Topic: Budget Presentation	Presenter: Ian Slatter, Anthony Clarke
	A. Annual dues will remain the same: \$230 yearly.
	B. Current budget surplus is \$81,950.42
	C. We will continue using Geese Police services, as they have proven to be quite beneficial.
	D. Funding for common area maintenance was reviewed; landscaping & grounds are the largest part of the budget, aside from the ongoing rip-rap project.

ITEM # 4

Topic: Homeowner Q&A	Presenter: All
	A. Homeowner mentioned shingles needing repair on shelter. The board will add that to the list of maintenance and repairs.
	B. Homeowner questioned pond access for algae control. Another homeowner inquired about a more detailed cleaning of the ponds being performed. The board will follow up with Leistner to ensure protocol is in place for safe access to the ponds for treatment, and inquire about further actions we can take to clean the ponds.

Timber Valley HOA Annual Meeting – Minutes of the Meeting

<p>C. Several homeowners inquired about the rip-rap project, and specifically the Stop Work Order. Because the order was given on the Friday before the annual meeting and the city was making statements which the board was confident were factually incorrect regarding ownership of easements, common areas, and obtaining of permits there was little definitive the board could confirm. The board did commit to resolving any outstanding difficulties with the city as soon as possible.</p>
<p>D. Homeowner inquired about why the community did not have dumpsters last spring. The board explained that the dumpster had become a liability due to homeowners, or perhaps non-residents, leaving large items on the sides of the dumpster, which creates a hazard. The dumpster rental companies will not pick up and remove any items left outside the dumpster. The board agreed to consider having the dumpster again, but it will require the entire community's cooperation to see that items are not left outside the dumpster.</p>
<p>E. Homeowner suggested installing small wooden docks/fishing platforms once rip-rap is complete to allow for safer shoreline access for fishing. The board agreed to look into this once the rip-rap is complete. Another homeowner raised the question of liability due to injury at pond edges. The board will continue to seek answers from the city.</p>
<p>F. Homeowners expressed concern regarding ticketing by the city, as well as written warnings placed on their vehicles parked on the streets. The board explained that street parking is allowed by the city. The board does not know why vehicles might have been ticketed by city/police. Written warnings are given by the HOA only when a vehicle is otherwise not parked in accordance to the current covenants and restrictions. If a homeowner is concerned about a vehicle please contact Megan Judson and she will contact either the board or the city/police. Alternatively, the homeowner can contact the city/police directly for assistance.</p>
<p>G. Homeowners expressed concern about a number of minor children using motorized/gas/electric powered recreational vehicles on the streets and sidewalks. The board has already issued a statement to the community addressing this concern. Ultimately, it is up to the parents of minor children to make sure they are being closely supervised, and up to the community to continue to obey the speed limits and be cautious and aware of such vehicles being on the roads and sidewalks. There is no city law/ordinance banning the use of these smaller bikes at this time.</p>
<p>H. Homeowner inquired about mailed correspondence from the HOA Board/Megan Judson vs email correspondence. The board explained that the decision was made to use email for those homeowners who have provided one, and are continuing to use paper mailings for those who either do not have an email address or who have requested paper mailings from the HOA. The board asked any homeowners present to update their email information if needed, and to let Megan know if they would prefer paper mailings, as they are still offered upon request or in the absence of an email on file. Using email as our main method of correspondence saves the community over \$1,000 annually.</p>
<p>I. Homeowner inquired about the ACC policy concerning color schemes (vinyl siding, specifically). The homeowner stated they had not submitted an ACC request for their desired project (siding replacement). Another homeowner claimed the HOA is unlawfully adding covenants and restrictions without obtaining 51% of the community's approval. The board respectfully disagreed, as the board does have the authority to write an ACC policy concerning color schemes without formal majority approval of homeowners. The board said the ACC color guide document is not restricted to the listed colors. The examples provided are for general guidance only and that all colors must be approved. The board encouraged the homeowner to submit an ACC request.</p>

Timber Valley HOA Annual Meeting – Minutes of the Meeting

ITEM # 5

Topic: Announcement of Newly Elected Board Members	Presenter: Megan Judson
	<ul style="list-style-type: none">A. Ian Slatter- PresidentB. Anthony Clarke-TreasurerC. Autumn Wagner-SecretaryD. Keenan Mumma-MemberE. Daniel Hudson-Member

ITEM # 6

Topic: Community Volunteers & Committees	Presenter: Ian Slatter
	<ul style="list-style-type: none">A. The board encouraged homeowners interested in becoming a community volunteer or forming a committee(s) to please come forward to discuss.

The Public Private Partnership between the City of Greenwood and Timber Valley Homeowners' Association

The Timber Valley Homeowners' Association (TVHOA) pursued a public private partnership with the City of Greenwood (city) in order to secure funding to place rip-rap around our two retention ponds. The Board of Stormwater Management approved \$30,000 towards the estimated \$70,000 project on November 14, 2018.

President of the TVHOA – Ian Slatter – was made aware that the city would inspect the project and need access to the TVHOA upon completion. This made perfect sense because the city was partially funding the project. The contractor we intended to hire – Ambiance Gardens – shortly thereafter informed us there could be a potential problem with the city because the city had recently begun confiscating material that is placed on the street. Consequently, we needed to go before the Board of Public Works and Safety (BPWS) to make our case that rip-rap could safely be dumped in the street. On the first occasion before the BPWS on January 21, 2019 the vote was 2-1 against the TVHOA. This was despite the fact that our contractor was willing to use plywood on the street.

On May 8, 2019 I spoke before the Greenwood Common Council (GCC) to complain that the city was preventing the TVHOA from completing our rip-rap project. At this point our contractor pulled out because dumping rip-rap on grass and crossing a sidewalk with a heavy dump truck would cause sidewalk damage which was something the contractor was unwilling to do because he would be responsible for making repairs. The TVHOA tried to find other contractors but no-one would do the work under the city's rules.

We tried again before the BPWS on June 17, 2019 but Deputy Mayor Terry McLaughlin opposed our plan to use plywood on the street. The vote was 3-0 against the TVHOA. In fact, the rip-rap business was now effectively shut down in the city. No-one was allowed to install rip-rap because the city rules made it unreasonable and no contractors would conduct the work. The TVHOA then decided to appeal to Mayor Mark Myers and sent a letter to him on October 15, 2019 because we firmly believed we should be allowed to use plywood on the street for the rip-rap. If we could obtain permission to use plywood then the project could move forward. After reviewing our case the Mayor supported our application.

On July 6, 2020 I went before the BPWS for a third time and obtained permission for our project. Everything was moving ahead. A new contractor had come to our attention and he submitted a competitive bid. On August 15, 2020 I signed the public private partnership with the city. Immediately, after signing I received an Operations and Maintenance (O&M) agreement from the city. Upon reading the provisions I was shocked at the requirements. The understanding throughout this whole process was that the city would need access to the project to make sure it was installed properly and make regular inspections. These were understandable and reasonable requests. Unfortunately, the O&M was a completely different document from the public private partnership agreement I had signed.

The city would have effective control of the ponds and could dictate any actions. We could be required to dredge the ponds on the timeline of the city and to their satisfaction. Any repairs the city deemed necessary would be at our expense. We would also need to have the ponds inspected bi-annually and whenever there was rainfall of more than 1" over a 24-hour period. When we added up the potential costs over many years it could have easily outweighed the initial \$30,000 contribution from the city. This

was not what we had agreed to and the city refused to amend the O&M. It was effectively a bait and switch by the city. If the city had been clear about these requirements in the first place then we would have never pursued the public private partnership.

In any event, our work was not in vain because we had obtained permission to use the city streets. Whether we had a public private partnership or not the city was not allowing the project to go forward under any circumstances. The efforts of the TVHOA made rip-rap possible because of our appeal to the GCC and the Mayor. Consequently, the TVHOA board decided to forgo the \$30,000 and pulled out of the public private partnership. It was not a decision which was taken lightly but one which we stand by.

Once we informed the city we were no longer participating in the public private partnership we did not hear from the city. There was no need to involve the city further so we decided, since time was short to complete the project in 2020, we would go ahead under the approval we had been given on July 6, 2020. We did so and the project was started on August 24, 2020. The city intervened on August 28, 2020 and issued a Stop Work Order. It was very difficult to receive a straight answer from the city. The best we could determine is that the city believed all the common area around the ponds was private and that we needed to obtain written permission from every homeowner around the ponds.

The TVHOA received a written demand from the city to obtain signatures from all homeowners around the ponds but we could not receive anything in writing from the city to back up the claim that all the land around the ponds was private. Consequently, we contacted the Johnson County Recorder's office and paid \$12.75 for maps proving that the land around the ponds is common area. The city eventually relented and said that we now only need to provide written permission from any homeowner where we crossed private property.

The TVHOA has obtained that permission. The only permit that was needed is a right of way/street cut. This costs \$25 and validates that we obtained permission to cross private property. The TVHOA is now in the process of applying for a bond, which was only previously stated as a requirement for the public private partnership, in order to satisfy one of the remaining requirements of the city to lift the Stop Work Order.

Hopefully, this last step will go smoothly and we can finish the project. (See attachments on pages 7-31)

ADDITIONAL COMMENTS:

- The Board declined the \$30,000 funding because the costs of guidelines for the city to provide that funding would cost more than the \$30,000.
- The board DOES NOT anticipate any increase in HOA member dues at this time.
- The board has learned that the contractor removed the plywood from under the rock because the plywood broke. Instead of obtaining more plywood, the contractor decided to continue working to finish the job (this is when the stop work order was issued).
- Ian Slatter is planning to meet with the Greenwood Board of Public Works and Safety again soon.

Architectural Control Committee Guidelines

After questions raised by multiple homeowners at the annual meeting pertaining to the updated ACC policy, the board has reviewed the ACC color guide. The colors listed are guidelines only (as stated in the

policy) and all siding changes had to route through the board for approval before this update was made. However, on further review the board has removed the underlined portion below that states:

"Homes with colors not approved by the ACC will be subject to enforcement actions.

Please note: homeowners who do not currently meet these new guidelines will not be required to change their current color scheme until a change of ownership occurs.

This will **NOT** be part of the policy any longer. This policy gives the board (in service of the homeowner's) the power to stop unreasonable ACC requests (like painting your house purple with polka dots). The new portion will read:

"Homes with colors not approved by the ACC will be subject to enforcement actions.

Please note: homeowners who do not currently meet these new guidelines will not be required to change their current color scheme."

And the board has changed the wording of the following:

The only exception would be if repairs are required. In this case, the repairs would need to meet the new standards."

The new portion will read:

"The only exception would be if repairs require a color change or a full replacement is done. In this case, the repairs or replacement would need to meet the new standards."

(See attachment on page 32)

Attached are multiple documents pertaining to these updates. If you would like to raise a question, concern, or have any comments you can always fill out the form online at <https://hoatimbervalley.com/> or contact Megan Judson at hoatimbervalley@gmail.com. Contacting us this way allows the board to all receive the same message, discuss it, and address it accordingly.

Items from Audience

Mr. Slater, President of the Timber Valley Home Owners Association gave an update on the pond work and stated the contractor would be laying plywood along the street to protect the pavement while the work is being completed. Mayor Myers, from the audience, stated Mr. Slater would need to obtain written approval from any homeowners whose property may be used to obtain access to the pond. Mr. Slater and the Board members agreed. Mr. Hoover moved to approve the current plans as discussed, seconded by Mr. Rutherford. **Vote: Ayes. (3-0) Motion carries.**



June 8, 2020

Ian Slatter
819 Bough St.
Whiteland, IN 46184

Dear Mr. Slatter,

Please sign and send this contract back at your earliest convenience.

Thank you.

Sincerely,

Stormwater Department
City of Greenwood
300 S Madison Ave.
Greenwood IN 46143
317-887-4711



STORMWATER DEPARTMENT

300 South Madison Avenue | Greenwood, IN 46142 | 317.887.4711

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
(Timber Valley Subdivision Detention Ponds Bank Stabilization Project)

This Public-Private Partnership Agreement (the “Agreement”), is entered into between the City of Greenwood, Indiana, by and through the City of Greenwood Board of Directors of the Department of Stormwater Management (“Board”), and Timber Valley Homeowners Association (“Company”).

WHEREAS, the Board established and administers a Public Private Partnership Program (the “PPP Program”) pursuant to Board Resolution No. 15-04 to provide funding to support and assist residential and non-residential Greenwood Stormwater Utility customers who construct and develop innovative green infrastructure and programs to facilitate the safe and efficient capture and conveyance of stormwater run-off; mitigate the damaging effects of stormwater run-off; correct stormwater collection and conveyances; or improve stormwater quality throughout the Greenwood Stormwater District;

WHEREAS, Company desires to receive funding and participate in a stormwater infrastructure capital PPP Program for the Timber Valley Detention Ponds Bank Stabilization Project further described in this Agreement (the “Project”);

WHEREAS, the PPP Program requires that any private company applying for PPP Program funding enter into an appropriate Public-Private Partnership Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and the covenants and agreements set forth below, the parties agree as follows:

1. PPP Program Requirements.

1.1 Company shall abide by all applicable rules, regulations, and requirements of the PPP Program. Failure of Company to do so shall result in termination of this Agreement, at which time Company shall immediately repay to the City of Greenwood all funds received in connection with the PPP Program, together with any interest or penalties that may be assessed as a result of company’s failure to comply with applicable requirements.

1.2 Without limiting the generality of the foregoing Section 1.1, Company shall abide and be bound by the latest version of the Greenwood Stormwater Management Ordinance, currently codified in Greenwood Municipal Code, Chapter 9, Article 4, and the latest version of the Greenwood Stormwater Technical Manual, in the performance of the construction of the capital improvements contemplated by this Agreement and in the performance of Company’s duties and obligations under this Agreement. Company shall perform, or cause to be performed, the capital improvements in accordance with all applicable laws and City of Greenwood ordinances. At the City’s request, Company shall certify in writing that Company has complied in all aspects with the PPP Program requirements as they relate to the Project; such certification shall be signed by an officer of Company. This Agreement further incorporates by reference all provisions required to be included in municipal contracts under Indiana state law.

2. PPP Program Project

Company is receiving PPP Program Funds to support the Project, summarized as follows:

- a) South Pond in Section 2 of Timber Valley off of Spinney Lane, and North Pond in Section 1 of Timber Valley Subdivision off Southern Pines Dr. install heavy-duty eight (8) ounce commercial grade weed/erosion control fabric and large cut riprap stone on all pond banks for erosion control and stability to reduce bank failure of the ponds,**

As set forth in the Estimate attached hereto as Exhibit "A", incorporated herein by reference.

3. Cost Share and Billing

3.1 City shall pay Company PPP Program funds in the amount of Thirty Thousand and No/100 Dollars (\$30,000.00) toward the cost of the Project, which total cost is \$71,200.00. Company will pay the balance of the Project costs, \$41,200.00, as its share. City shall pay its share by paying initial billings for the Project that total up to \$30,000.00. City shall pay its share within 60 days of receiving the executed Access, Operations, and Maintenance Agreement as set forth in Section 4.10(b) and a copy or copies of invoice(s) from the Company describing the work performed related to the Project. Pursuant to Ind. Code § 36-1-12-12(e), a City representative must verify that the portion of the construction of the Project being invoiced has been performed and approve the invoice prior to payment by the City. Company shall pay the remainder of the Project costs as it receives invoices from its Contractor. The City representative for invoice verification purposes is Christopher Jones, Superintendent of the Department of Stormwater Management.

3.2 Company shall be the contracting party for all contracts associated with the Project. Upon request by City, Company shall provide City with copies of all contracts associated with the Project. In order to receive the PPP Program funds as set forth in Section 3.1. Company agrees to quote/bid and contract the Project in accordance with Indiana Public Works Law (Ind. Code §§ 36-1-12 *et al.*) Each of the conditions set forth in Section 4, below, shall be a condition precedent to City's payment of the PPP Program funds. Further, Company agrees to award the contract for the Project to the lowest responsible responsive respondent to the quoting/bidding process, agrees to obtain and complete construction and installation of the Project within 180 days from the Effective Date of this Agreement, and agrees to be responsible for all costs and liabilities associated with the contract with the Contractor and the construction of the Project, including without limitation, the cost of the Project in excess of City's contribution. Upon the completion of the Project, and as between City and Company, Company will be the titleholder of the property improvements resulting from the Project.

4. Duties and Responsibilities of Company

4.1 Company is responsible for hiring any and all Contractors to perform the Project and administering any and all contracts for the Project. City is not a party to any such contract, nor is the City responsible or liable for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project since these are solely the responsibility of the Contractor hired by Company. City will not be responsible for the acts or omissions of any Contractor, or any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

4.2 Pursuant to Ind. Code § 36-1-12-13, Company's contract with the Contractor must contain a provision for the payment of subcontractors, laborers, material suppliers, and those performing services, and Company must withhold money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services in furtherance of the contract. Company shall verify that the Contractor and the Contractor's subcontractors, material suppliers, laborers, or those furnishing services for the Project have been paid in full.

4.3 Pursuant to Ind. Code § 36-1-12-12(a), Company shall withhold final payment to the Contractor until the Contractor has paid any and all subcontractors, material suppliers, laborers, or those furnishing services for the Project.

4.4 Company's contract with the Contractor shall incorporate the requirements contained in Ind. Code §§ 5-16-13 *et al.* regarding compliance with Fair Labor Standards Act, the Indiana Minimum Wage Law, Indiana Workers Compensation Law, Indiana Unemployment compensation requirements, and Indiana's Drug Testing Requirements for employees as outlined therein.

4.5 Company's Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, sexual orientation, gender identity, familial status, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.6 Company's Contractor shall represent that it is not engaged in investment activities in Iran. Pursuant to Ind. Code § 5-22-16.5-8, an entity is considered to be engaging in investment activities with Iran if: 1) it has provided good or services of Twenty Million Dollars (\$20,000,000.00) or more in value in the energy sector of Iran, including oil or liquefied natural gas tankers or produces used to construct or maintain pipelines used to transport oil or liquefied natural gas; or 2) has extended Twenty Million Dollars (\$20,000,000.00) or more in credit to another party, for forty-five (45) days or more, if that other party will use the credit to provide goods or services in the energy sector in Iran and is, at the time credit is extended, is identified on the list developed by the State of Indiana of parties it has determined to be engaged in

investment activities in Iran. Contractor shall not be listed on the list published and/or endorsed by the State of Indiana pursuant to Ind. Code § 5-22-16.5-9 as a company engaged in investment activities with Iran.

4.7 Company shall submit to the City, in care of the Superintendent of the Department of Stormwater Management as identified under the Notice provisions of this Agreement, an invoice from Company, along with a W-9 form for Company, requesting payment of the PPP Program funds and certifying that the Contractor and Contractor's subcontractors, material suppliers, laborers, or those furnishing services for the Project have been paid in full ("Payment Request"). Company's Payment Request shall be reviewed, approved, and paid in accordance with the Company's normal monthly claims approval and payment process and subject to the provisions of this Agreement.

4.8 Company agrees to comply with the requirements provided in the E-Verify Program attached as Exhibit "B".

4.9 Company agrees to indemnify, defend and hold the City, its officers, officials, employees and agents harmless from any and all claims (including third party claims), actions, suits, procedures, costs, expenses, damages and liabilities arising from, or in any way related to, the Project, which is not the result of negligence of the City.

4.10 Company shall coordinate with City as necessary and useful to ensure compliance with requirements of this Agreement. Company agrees that it shall perform the following tasks:

- a) Pay the matching share of funding as required by the Agreement;
- b) Prior to submittal of invoice, execute an Access, Operations, and Maintenance Agreement for the real property upon which the stormwater infrastructure improvements of the Project are constructed and record the Agreement in the chain of title for the property;
- c) Ensure that Best Management Practices ("BMP's") regarding the stormwater infrastructure improvements of the Project remain in place;
- d) Acknowledge and agree that the BMP's shall be subject to the City's annual inspection;
- e) Provide the Department of Stormwater Management (the "Department") a report on an annual basis that documents the maintenance of the BMPs. The annual report shall be filed with the Department by September 1st each year;
- f) Provide the City access to the stormwater infrastructure improvements of the Project through a recorded document for the purposes of testing and inspection.

5 Duties and Responsibilities of City

City is responsible for paying \$30,000.00 of the Project costs as set forth in Section 3, above.

6 Construction Changes/Change Orders.

If, during construction of the Project, unforeseen field conditions arise that impact the construction cost of the Project, additional work shall be approved and authorized by Company, and Company shall bear all costs of the additional work.

7 Duration and Surviving Obligations.

This Agreement shall begin upon its execution by both parties and shall remain in effect until the date of the Company's final inspection and acceptance of the stormwater infrastructure improvements following the construction activities for the Project, but in no event shall the duration of this Agreement be longer than one (1) year from the date of execution by both parties. However, Company's covenants, obligations, representations, and duties to maintain, replace, or repair stormwater infrastructure of the Project in Section 4.2 shall survive the completion of the Project and all transactions and performances contemplated by this Agreement.

8 Miscellaneous

8.1 Assignment. Neither this Agreement, nor any rights, duties nor obligations described in this Agreement, shall be assigned or subcontracted by Company without the prior written consent of City, which shall not be unreasonably withheld. In the event City approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the successors and assigns of the Company.

8.2 Time is of the Essence. Time is of the essence of this Agreement.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of Indiana as to all matters, including but not limited to matters of validity, construction, effect and performance. Company agrees to comply with all provisions required by all applicable federal, state and local laws, rules, regulations or ordinances and all provisions required thereby to be included herein are hereby incorporated by reference.

8.4 Forum and Venue. All actions shall be in a forum and venue in a court of competent subject matter jurisdiction in Johnson County, Indiana, and neither party shall remove any action regarding this Agreement to another forum or venue.

8.5 Notices. All notices required or permitted to be given hereunder shall be in writing and delivered either in person, by a nationally recognized overnight courier, or by certified mail, return receipt requested, with additional copy delivered by email, if such delivery information is known by the sender, to the parties at their respective addresses set forth below, or at such other address as notice of which may have been given to the other party.

To the City: City of Greenwood Board of Directors of the Department of Stormwater Management
C/O Superintendent, City of Greenwood Department of Stormwater Management
300 S. Madison Avenue
Greenwood, Indiana 46142
Tel:
Email:

To Company: Timber Valley Homeowners Association
C/O Ian Slatter
Address: 819 Bough Street, Whiteland, IN 46184
Tel: (317) 517-5438 (Cell); (317) 852-3184
Email:ianslatterhoa@gmail.com

Any notice given in accordance with this Section shall be deemed to have been duly given or delivered: a) on the date the same is personally delivered to the recipient as evidenced by a duly acknowledged written receipt, b) on the date the same is received by the recipient as evidenced by the returned postal receipt, or c) on the date the recipient delivers a non-automated email message acknowledging receipt of the notice by email or otherwise.

8.6 Entire Agreement. This Agreement together with all agreements referenced herein and any other certificates and documents executed in conjunction herewith, constitutes the entire agreement of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof.

8.7 Interpretation. The Agreement shall be liberally construed to accomplish the intent and purpose of the Agreement.

8.8 Severability. If any provision of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not effect the application or validity of any other provision of this Agreement.

8.9 No Third Party Benefit. Noting herein expressed or implied is intended to confer on any person other than the parties hereto or their respective successors, assigns, and legal representatives, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8.10 Review by Counsel. The parties acknowledge that each has had the opportunity to have been represented by counsel in this matter, and, for purposes of the rule of contract interpretation that construes a document against its drafter, the parties agree that neither party nor its counsel shall be considered the drafter of this Agreement.

8.11 Force Majeure. Each party shall be excused for any delay in performing any of its obligations under this Agreement, if such delay is caused by an event of Force Majeure.

"Force Majeure" shall mean any act of God; any accident (including equipment failure for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado or other severe weather condition or calamity; strikes, lockouts or other labor disputes; embargo, shortages of labor or materials, or delays or interruptions in the chain of supply of materials; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest or civil disturbance, war or rebellion; any action or restraint by court order or order of a governmental agency, authority or lawfully established civilian authorities; epidemic, pandemic; or any other causes beyond such party's reasonable control. In an event of Force Majeure, an extension of time equal to one day for each day of delay due to Force Majeure shall be provided.

8.12 Authority. The signatories hereto represent and warrant that they have the right, title, and capacity to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized representatives, have executed this instrument on the day and year set forth below.

COMPANY:

By: _____

Ian Slatter, President

Timber Valley Homeowners Association

Date: _____

8/15/2020

**CITY OF GREENWOOD BOARD OF DIRECTORS
OF THE DEPARTMENT OF STORMWATER
MANAGEMENT**

By: _____

Printed Name: _____

Christopher Jones

Title: _____

Director of Stormwater Management

Date: _____

6/4/2020

As Approved and Authorized by the Board of Directors
of the Department of Stormwater Management at a
Public Meeting on November 14, 2018

EXHIBIT B

Compliance with E-Verify Program

Pursuant to Ind. Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section, Company shall require Contractor to remedy the violation not later than thirty (30) days after Company notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, Company shall terminate the contract for breach of contract. If Company terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to Company for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

If Contractor employs or contracts with an unauthorized alien but Company determines that terminating the contract would be detrimental to the public interest or public property, Company may allow the contract to remain in effect until Company procures a new Contractor.

Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section, Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract for Contractor or the subcontractor.

Detention Ponds Operations and Maintenance Manual

Owner:

**Timber Valley Homeowner
Owners Association**

Greenwood, IN 46143

August 12, 2020

O & M Manual Enclosures:

- 1. Owner Information and Responsibilities with signatures**
- 2. Pond Inspection and Maintenance Requirements**
- 3. Maintenance & Inspection Checklist**
- 4. Drawings (may be copy of selected portions of Engineering Drawings)**
 - A. Pond site plan**
 - B. Emergency Overflow section detail**
 - C. Control Structure**

STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between the City of Greenwood, a municipal corporation, with principal offices located at 300 S. Madison Ave, Greenwood, IN 46142, hereinafter "City of Greenwood" and _____ a _____ with principal offices located _____, hereinafter "Owner".

_____, as "Owner(s)" of the property described below, in accordance with _____ City of Greenwood Regulations, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location map(s) showing a location of the Property and an accurate location of each stormwater management practice affected by this Agreement.

Exhibit C: Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction has been verified and accepted by the City of Greenwood for the stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details and provide copies of the recorded document to the City of Greenwood. The addendum may contain several additional exhibits.

Through this Agreement, the Owner(s) hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owners(s), at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the City of Greenwood Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released or abandoned without prior written approval of the City of Greenwood.
2. The Owner(s) shall be solely responsible for the installation, maintenance and repair of the stormwater management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
3. No alterations or changes to the stormwater management practice(s) identified in Exhibit B shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Greenwood.
4. The Owner(s) shall retain the services of a qualified inspector (as described in Exhibit D – Maintenance Requirement 1) to operate and ensure the maintenance of the stormwater management practice(s) identified in Exhibit B in accordance with the Maintenance Plan (Exhibit C).
5. The Owner(s) shall annually, by December 30th, provided to the City of Greenwood records (logs, invoices, reports, data, etc.) of inspections, maintenance and repair of the stormwater management practices and drainage easements identified in Exhibit B in accordance with the Maintenance Plan. Inspections are required at least after every major rain event.
6. The City of Greenwood, or its designee, is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this

Agreement and the activities prescribed in Exhibit C. Upon written notification by the City of Greenwood or their designee or required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Greenwood. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

7. If the Owner(s) does not keep the stormwater management practice(s) in reasonable order and condition, or complete maintenance activities in accordance with the Plan contained in Exhibit C, or the reporting required in 3 above, or the required maintenance or repairs under 4 above within the specified time frames, the City of Greenwood is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the City of Greenwood, no notice shall be required prior to the City of Greenwood performing emergency maintenance or repairs. The City of Greenwood may levy the costs and expenses of such inspections, maintenance or repairs plus a ten percent (10%) administrative fee against the Owner(s). The City of Greenwood at the time of entering upon said stormwater management practice for the purpose of maintenance or repair may file a notice of lien in the office of the Register of Deeds of the City of Greenwood upon the property affected by the lien. If said costs and expenses are not paid by the Owner(s), the City of Greenwood may pursue the collection of same through appropriate court actions and in such a case, the Owner(s) shall pay in addition to said costs and expenses all costs and litigation, including attorney fees.
8. The Owner(s) hereby conveys to the City of Greenwood an easement over, on and in the property described in Exhibit A for the purpose of access to the stormwater management practice(s) for the inspection, maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair the practice(s).
9. The Owner(s) agrees that this Agreement shall be recorded and that the land described in Exhibit "A" shall be subject to the covenants and obligations contained herein, and this agreement shall bind all current and future owners of the property.
10. The Owner(s) agrees in the event that the Property is sold, transferred or leased to provide information to the new owner, operator or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.
11. The Owner(s) agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.
12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.
13. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City of Greenwood harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) or the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City of Greenwood in connection with such Claims or the enforcement of this Agreement.

IN WITNESS WHEREOF, the _____ and _____ have executed this Agreement on the day and year first above written.

WITNESSES:

By: _____
Its: _____

STATE OF Indiana)
)
COUNTY OF County Name]) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 __, by _____, the _____ of _____.

Notary Public

_____ County of Indiana My
Commission Expires On:

[Community Name]
a municipal corporation

By: _____
Its: _____

STATE OF Indiana)
) ss.
COUNTY OF [County Name])

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 __, by
_____, the _____ of _____.

Notary Public

_____ County of Indiana My
Commission Expires On:

INSTRUMENT DRAFTED BY:

WHEN RECORDED RETURN TO:

[Community Name and Address]

Owner Information and Responsibilities Operation, Maintenance and Inspection Manual

PROJECT NAME: _____

Owner Information

BMP Owner Name: _____

Contact Name/Title: _____

Phone: _____

E-Mail: _____

BMP Owner Address: _____

Contact for billing: _____
(If different) _____

Phone: _____

Detention Pond Inspection and Maintenance Responsibilities:

- The owner is responsible for all costs associated with the maintenance of the BMP's and agrees to pay all the fees required by the City of Greenwood, including annual inspection fees, and/or any additional fees required.
- Routine inspections are the responsibility of the BMP owner. Maintenance is also the responsibility of the owner. Copies of inspection reports shall be made available to the City upon request.
- The city of Greenwood must be notified of any changes in BMP ownership, major repairs, or BMP failures in writing within 30 days. The letter should be addressed to:

Stormwater BMP Modifications
City of Greenwood, Stormwater Department
300 South Madison Avenue, Suite 350
Greenwood, IN 46142

- In the event that the City of Greenwood finds the BMP's in need of maintenance or repair, the City of Greenwood will notify the owner of the necessary maintenance or repairs and give the landowner a timeframe for completing the maintenance or repairs.
- If the maintenance or repairs are not completed within the designated time frame, the City shall perform the repairs or maintenance and bill the landowner for the actual cost of the work.

- The City of Greenwood representatives have the right to enter the property to inspect the BMP at their discretion
- **Owner Information and Responsibilities (continued)**

In witness whereof, _____ hereby sets his or her hand this
(Printed Name of Owner)

_____ day of _____ 20____.

Owner's signature: _____

State of Indiana)
) SS:
County of Johnson)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared and acknowledge the execution of the foregoing document as his or her free and voluntary act.

Witness my hand and Notarial seal this _____ day of _____ 20____.

Notary Public: _____

Commission Expires: _____

Detention Pond Inspection and Maintenance Requirements

Purpose and Background

Wet detention ponds, including stormwater ponds, retention ponds, and wet extended ponds, are constructed basins that contain a permanent pool of water and treat polluted stormwater runoff. The most common used wet detention ponds are extended detention ponds. The purpose of a wet detention pond is to detain stormwater runoff long enough for contaminated sediments to settle and remain in the pond, and allow the water in the pond to be displaced by the next rain event. This sedimentation process removes particulates, organic material, and metals from the water, while nutrients are removed through biological uptake. By capturing and retaining runoff, wet ponds control both stormwater quality and quantity. A higher level of pollutant removal and stormwater quality can be achieved through the use of wet detention ponds than with many other storm water management measures such as sand filters, and dry ponds. (Indiana Storm Water Quality Manual, 2007)

Wet detention ponds should be designed to meet both stormwater quality and quantity control requirements. Stormwater quantity requirements are typically met by designing the pond to control post-development peak discharge rates to pre-development levels. Usually the pond is designed to control multiple design storms (e.g. 2- and/or 10-year storms) and safely pass the 100-year storm event. However, the design storm may vary depending on local conditions and requirements. Without proper maintenance, the performance of the pond will drop off sharply.

Maintaining the permanent pool is also important in preventing the resuspension of trapped sediments. The accumulation of sediments in the pond will reduce the pond's storage capacity and cause a decline in its performance. Therefore, the bottom sediments in the permanent pool should be removed as needed.

Sediment needs to be removed from the pond, if the accumulation reaches levels in the bottom of the pond that causes the pond to be less than ten (10) feet deep in the permanent pool.

Inspection and Maintenance Procedures

Owner shall inspect pond semi-annually (June and December) and after every rain event greater than one inch over a 24 hour period.

Maintenance Responsibilities:

1. Inspect the inlet pipes and outlet pipes for structural integrity.
2. Inspect riprap at the inlet pipes.
3. Conduct routine inspections for trash or other debris that could be blocking the inlet or outlet pipes or emergency spillway. Remove all trash and debris from the basin. Improperly maintained ponds can harbor breeding area for mosquitoes and reduce the storage volume of the pond.
4. Inspect and clean the storm sewer system and catch basins upstream from the detention basin. (every 5 years as needed)
5. Inspect for sediment accumulation at the inlet pipes (semiannually and after rain events). It is important to clean out sediment that might be restricting water flow. Small amounts of removed sediment can be spread evenly on upland areas and seeded with natural vegetation.
6. Inspect the stone around the outlet pipe (semiannually and after rain events). If stone has accumulated sediment, vegetation and/or debris to an extent that water is not flowing through the stone and out of the pond as originally designed, then the stone should be replaced with clean 3" diameter stone choked with clean 6A stone.
7. Inspect for excess sediment accumulation in the pond (annually). Remove every 5 to 10 years or when the sediment accumulation is more than 12 inches.
8. Do not use pesticides, herbicides, or fertilizers in your pond.
9. Do not place yard waste such as leaves, grass clippings or brush in the detention pond or storm drains.
10. If you must use fertilizers, only use low-phosphorus, slow-release varieties.
11. Vegetation including cat tails in the pond area must be maintained and **cannot exceed 6 inches in height**. Native plants and or other buffer vegetation designed to prevent nuisance water fowl is allowed with Board of Works or Stormwater Management Board approval. Notification of vegetative buffers must be acquired prior to planting.
12. Sediment shall be removed from the pond by the owner, if the sediment build up causes the pond to be **less than ten (10) feet** deep, or if sediment starts accumulating around inlet pipes.

Section 3 - Pond Maintenance & Inspection Checklist

Maintenance/Inspection Checklist		
1. Condition of Embankment and Emergency Spillway	Satisfactory / Unsatisfactory	Actions taken or Comments
Healthy vegetation with at least 75% ground cover All grass or vegetation shall not exceed 6"		
No signs of erosion on embankment		
No animal burrows		
Embankment is free of cracking, bulging or sliding		
Embankment is free of branch vegetation		
Embankment is free of leaks and seeps		
Emergency spillway is clear of obstructions		
No slope protection failure		
2. Condition of Riser and Outlet Structures	Satisfactory / Unsatisfactory	Actions taken or Comments
Low flow outlet free of obstruction		
Trash not blocked or damaged.		
Riser is free of excessive sediment buildup.		
Outlet pipe is not blocked and is in good condition.		
Outlet orifices are not clogged and are operational.		
3. Condition of Pond Bottom	Satisfactory / Unsatisfactory	Actions taken or Comments
Only grass vegetation is present. All other vegetation shall be removed (including cattails).		
No floatation debris or visible pollution		
No evidence of shoreline erosion		
Dry detention pond slopes to drain and there is no standing water. (for dry detention ponds only)		
4. Condition of Sediment Accumulation in Pond	Satisfactory / Unsatisfactory	Actions taken or Comments
Sediment accumulation in pond is within limits. Minimum of 10 feet of water above sediment		
5. Condition of Low-Flow Concrete Channels	Satisfactory / Unsatisfactory	Actions taken or Comments
Channel is clear of obstructions		
Channel provides smooth over flow		
Channel is in good condition and is not damaged		
No sedimentation buildup within channel. If sedimentation is present, channels need cleaned.		
6. Condition of Inlet Structures	Satisfactory / Unsatisfactory	Actions taken or Comments
No riprap failure		
No evidence of slope erosion or scouring		
Inlet storm pipes are not clogged and are operational		
End sections are in good condition		
7. Vegetation	Satisfactory / Unsatisfactory	Actions taken or Comments
All grass, or vegetation shall not exceed 6" in height. OR Waterfowl deterrent vegetation in good condition.		

NOTE: All sediment, debris and pollutants shall be disposed of properly and legally through the necessary facilities as directed by local, city, county, and state laws & regulations.

Section 4

Pond Drawings

Insert the following drawings:

(May be copy of selected portions of Engineering Drawings)

- A. Pond Site Plan**
- B. Emergency Overflow section detail**
- C. Control Structure**

Tuesday, October 15, 2019

Ian Slatter
President
Timber Valley Homeowners Association
819 Bough Street
Whiteland, Indiana 46184

Mr. Mark Myers
Mayor of Greenwood
Greenwood City Center
300 South Madison Avenue
Greenwood, Indiana 46142

Dear Mr. Mayor,

As you may know, the Timber Valley Homeowners Association (TVHOA) has been approved for a public-private partnership to install rip-rap around our two retention ponds.

Unfortunately, we have been unable to complete this project because the City of Greenwood bans rip-rap from being placed on the street. My hope is that this situation can be resolved and our project can move forward.

A claim made by the deputy mayor at the June 17, 2019 Board of Public Works and Safety (BPWS) hearing is that placing rock on the street will cause a traffic hazard. I believe there are solutions for this concern.

The attached pictures show a rip-rap project being completed late this summer in the Village Pines, which is directly north of Timber Valley. There is certainly an obstruction to the road but I am unaware of any traffic accidents during the two weeks that the road was obstructed. While I am convinced the residents of Timber Valley would be able to successfully navigate this type of obstruction, I would fully understand if the City of Greenwood decided to close some of the roads in Timber Valley to thru traffic during the maximum of three weeks it would take to complete our project.

Another claim was raised by the city engineer before the BPWS on June 17, 2019. He believes that placing rip-rap on the street and maneuvering construction equipment will cause damage to the street. As you can see from the attached pictures, there is no observable damage to the street. Placing rip-rap on the city streets of Greenwood has been the practice for decades and there have been no reports of street damage. Furthermore, several of the communities on the northside of Indianapolis allow rip-rap

to be placed directly on the street while others require plywood to be laid down. The contractor we chose has used plywood in the past and is willing to use plywood for our project.

Several members of the various commissions and boards as well as city employees involved in this project have discussed different approaches. These alternatives have been thoroughly explored by the TVHOA and the BPWS. One idea is to use the grass areas but this has proved to be impractical. In fact, several construction firms have pulled out of our project when they learned they would not be able to use the street for the rip-rap. The damage to the ground, potential damage to sidewalks, and difficulty handling the rock on grass caused these firms to pass.

In short, I believe there is enough evidence for the BPWS to approve the request of the TVHOA to use the street for the rip-rap. Therefore, I am requesting that the Mayor's office work with the BPWS to help make our project possible.

If you have any questions or concerns, I would be glad to answer them.

Sincerely,

A handwritten signature in black ink, appearing to read "Ian Slatter". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Ian Slatter

President – Timber Valley Homeowners Association

Email: ianslatterhoa@gmail.com

Ambiance Gardens Landscapes

*5274 Linda Way
Greenwood, IN 46142*

June 5, 2019

Dear Timber Valley HOA,

Ambiance Gardens Inc. respectfully declines to bid on the riprap project for Timber Valley since the city of Greenwood will not allow dumping curbside at the street. The size of the two ponds necessitates multiple access points/dumping locations rather than the one grassy common area previously suggested. Moreover, the hauling routes would be extremely long distances running parallel to the shoreline on steep embankments. This makes the work very dangerous and cost prohibitive.

Kind regards,



Darren Wittry
Ambiance Gardens, Inc.
ambiancegardens@yahoo.com
317-331-9526

Statement from ASAP Aquatics - May 10, 2019

Ian,

I spoke to the owner this morning, we have to respectfully decline bidding this. Since we originally bid this, we have done some other jobs where we dumped the stone on land (on grass or on boards sitting on the grass) and it just made the jobs extremely difficult, and they were much smaller than this one.

Thanks,

Kevin McLaughlin
Senior Account Manager

ASAP Aquatics
3310 N Shadeland Ave
Indianapolis, IN 46226

Timber Valley Homeowners' Association

Architectural Control Committee Guidelines

Introduction

The main task of the Timber Valley Homeowners' Association (TVHOA) is to maintain property values. To that end, the TVHOA has developed the following architectural guidelines. These guidelines are in addition to the architectural rules found in the Timber Valley Declaration of Covenants, Conditions, and Restrictions (DCCR). The Architectural Control Committee (ACC) is authorized to make these types of changes under Article VI - Section 6.2 of the DCCR.

Section 1:

Color Schemes

Concerning color, the ACC will consider the entire community as well as the individual house.

Consequently, in general, colors for trim, garage doors, and siding should be neutral (for example - white, tan, cream, or grey) -- no bright, bold, or major colors.

Accent colors for shutters and doors are subject to more flexibility - (for example - blue, black, burgundy, red, and green). Accent colors can also include the aforementioned neutral colors.

All colors must be approved. The examples given are for general guidance only.

Homes with colors not approved by the ACC will be subject to enforcement actions.

Please note: homeowners who do not currently meet these new guidelines will not be required to change their current color scheme. The only exception would be if repairs require a color change or a full replacement is done. In this case, the repairs or replacement would need to meet the new standards.

House Numbers

House numbers should be uniform in color plus style and clearly readable from the street. Examples of house number colors include – black, white, silver, and gold.

This policy goes into effect June 1, 2020.