



DISTRIBUTED
TCRM 2-23-15

MEMO

TO: Town of Munster Town Council
FROM: Dustin Anderson, Town Manager
SUBJECT: 10053 Twin Creek Boulevard
DATE: February 23, 2015

In the process of building their home, Mr. and Mrs. Logue's contractor discovered that the Town had incorrectly marked where the water main pipe was located in the fall of 2013. During the excavation process Neises Construction discovered that the pipe did not turn away from the house location as the Town had marked, but instead elbowed and went back through the garage to the house.

On November 13, 2013 the Town of Munster and the Logues entered into an agreement that "assign[s] and transfer[s] to the Town from the Logues of their cause of action and all of their right, title and interest to recover the costs of capping, removal and relocation of the 12 inch water main, and the related costs of starting the excavation for their proposed residence, from the person or persons responsible or liable for these costs and expenses." A copy of the agreement is included for your review.

As a result of this groundwork the garage had to be poured at 8 feet instead of 4 feet as originally planned. This resulted in additional costs to the Logue family.

The original invoiced amount for this additional work was \$3,750.00. Neises Construction has now given the Logue family another invoice for \$2,542.00 for the additional work that had to be performed in digging the garage foundation and removing additional soil. The total invoiced by Neises Construction for work in connection with the removal of the pipe is \$6,292.00. These invoices are included for your review.

The Logues are requesting the Town to pay pursuant to their Agreement with the Town. These expenses are valid under the terms therein.

Recommendation:

Approve the reimbursement to the Logue family for the payment of the two Neises invoices totaling \$6,292.00.

AGREEMENT FOR RELOCATION OF WATER MAIN

This Agreement made this 13th day of November, 2013, by and between Austin Logue and Candice (Kouros) Logue, husband and wife, of 10053 Twin Creek Boulevard, Munster, Indiana ("Logues"), and the Town of Munster, Indiana ("Town") to set forth the agreements between the parties as to the relocation of a water main. In consideration of the promises of the parties and the payments to be made they agree as follows:

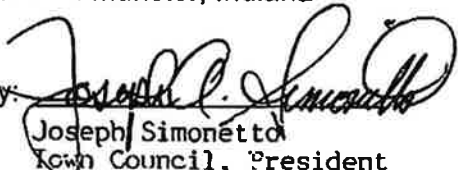
1. Logues are the owners of Lot 3, Twin Creek Block 6, to the Town of Munster, Lake County, Indiana, and commonly known as 10053 Twin Creek Boulevard, Munster, Indiana.
2. The Developer of Lot 3 may have installed or directed that a contractor install a 12 inch water main eastward from the present concrete curb at 10053 Twin Creek Boulevard to a point within Lot 3, and thereafter turning south southwest to the south line of Lot 3, as more specifically shown on a plat of survey prepared by John Stuart Allen dated October 23, 2013, and attached hereto as Exhibit 1.
3. As shown on Exhibit 1, the existing 12 inch water main, in part, would run underneath a proposed residence which the Logues intend to construct on Lot 3.
4. The Town has no knowledge that the Developer submitted a grant of a utility easement within which the portion of the water main running underneath the proposed residence was installed.
5. Logues and the Town agree that:
 - a. The existing 20 foot utility easement and 12 inch water main within it toward the north side of Lot 3 shall remain.
 - b. The existing 12 inch water main within the 20 foot utility easement shall be capped by the Town at its expense.
 - c. The existing 12 inch water main preceding south to southwest bisecting Lot 3 and under the proposed residence shall be removed by the Town at its expense.
 - d. A proposed 8 foot wide utility easement on the south side of Lot 3 shall be granted by the Logues to the Town, and the easement, in recordable form, delivered to the Town within 10 days of the date of this Agreement.
 - e. The Town shall install a new 12 inch water main within the 8 foot utility easement along the south line of Lot 3 to a point where it will join an existing 12 inch water main as shown in Exhibit 1.
6. Exhibit 1, which contains a plat of survey, sets forth all of the dimensions of the proposed capping and relocation and the proposed utility easement within which the relocated water main will be installed.

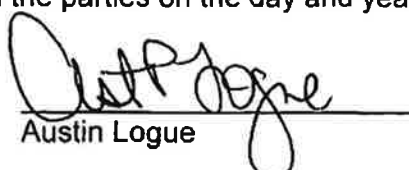
7. Exhibit 2 are invoices from Neises Construction Corp. to Katona Builders (the general contractor for the Logues) and from Torrenga Surveying, LLC. The Logues represent and warrant that they have incurred these expenses in the total amount of \$3,180 for the costs of excavation, engineering and surveying for the proposed residence and related matters.
8. Logues represent that they had no knowledge or information concerning the existence of a water main underneath their proposed residence for which there was no easement until the excavation took place.
9. The Town acknowledges that Logues have a valid cause of action against the Town, and/or others, for the costs and expenses to pay for capping a portion of the existing water main, for the removal of a portion of the existing 12 inch water main, for relocating and installing a 12 inch water main within the new easement, and for the costs and expenses of excavation and related work within Lot 3 preliminary to building their residence.
10. Nothing herein is intended to be an acknowledgement by the Town that it is responsible in damages for that 12 inch water main installed on Lot 3 for which there was no utility easement.
11. The payment of the amount set forth above by the Town is made with a reservation of its rights to seek recovery and redress from others who may be responsible for the placement of the 12 inch water main without granting a utility easement to cover it.
12. Exhibit 3 is an assignment and transfer to the Town from the Logues of their cause of action and all of their right, title and interest to recover the costs of capping, removal and relocation of the 12 inch water main, and the related costs of starting the excavation for their proposed residence, from the person or persons responsible or liable for these costs and expenses.

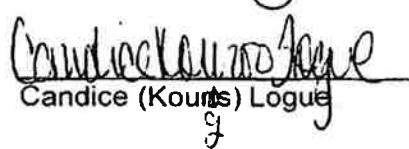
All of which is understood and AGREED between the parties on the day and year first above written.

Town of Munster, Indiana

By:


Joseph Simonetto
Town Council, President


Austin Logue


Candice (Kounts) Logue
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This Agreement prepared by Eugene M. Feingold, (Indiana Attorney No. 6801-45) and reviewed by Margaret A. Williford (Indiana Attorney No. 1070-45).

NEISES CONSTRUCTION CORP.
P.O. BOX 268 CROWN POINT, IN 46308 (219) 663-3434 FAX (219) 663-3456
E-MAIL neisesconst@sbcglobal.net

NAME	PHONE	E-MAIL	DATE
KATONA BUILDERS	219-742-5670	kindavidkatona@sbcglobal.net	1-29-2014
STREET	JOBSITE		
	10053 TWINCREEK BOULEVARD / MUNSTER, IN		
CITY, STATE, & ZIP CODE	LOT NO.	PLAN NO.	NO. OF PRINT PAGES
	3		

REMOVE 75' OF 12" WATER PIPE FROM NEW HOME EXCAVATION AREA.

EXCAVATE, CUT, REMOVE AND HAUL AWAY APPROXIMATELY 75' OF 12" DUCTILE IRON PIPE.

PLUG OPEN ENDS OF REMAINING 12" PIPE AS NEEDED (2 PIPE ENDS).

BACKFILL ALL OPEN TRENCHES TO GRADE.

TOTAL: 3,750.00

TOTAL WITH SELECTED OPTIONS \$

Standard Procedures: Trip 1-Excavate for footings. Install partial construction driveway.
 Trip 2-Backfill with existing materials, place sand in garage and stoops. Compact sand in garage.
 Trip 3-Grade disturbed area only. All clean up will be an extra charge. The condition of the site determines the quality of the grade. Landscaper to do final grade and final site drainage.
 Silt fence (by others)

NOTE: CONCRETE PUMP OR CONVEYOR IS NOT INCLUDED; THERE WILL BE AN EXTRA CHARGE IF NEEDED.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed upon owner and/or contractor's verbal or written orders, and will become an extra cost. All agreements contingent upon strikes, accidents, weather, or other delays beyond our control.
 Neises Construction Corp. reserves the right to lien and if necessary foreclose on property which above work is performed if payment in full is not made as described above. If legal action is taken to collect all or any part of this payment, the burden of all legal fees and interest at a rate of 8% will lie with the owner and/or the contractor. The owner or contractor must carry fire, tornado and builder's liability insurance. Our workers are fully covered by workmen's compensation insurance.

I Authorize Neises Construction Corp. to complete above described work and do personally guarantee payment for this contract.

Payment to be made as follows: 30 DAYS

Date: _____ **20** _____

 Owner or Authorized Contractor

NEISES CONSTRUCTION CORP.
P.O. BOX 268 CROWN POINT, IN 46308 (219) 663-3434 FAX (219) 663-3456
E-MAIL neisesconst@sbcglobal.net

NAME	PHONE	E-MAIL	DATE
KATONA BUILDERS	219-742-5670	kimdavidkatona@sbcglobal.net	4-14-2014
STREET	JOBSITE		
	10053 TWINCREEK BOULEVARD / MUNSTER, IN		
CITY, STATE, & ZIP CODE	LOT NO.	PLAN NO.	NO. OF PRINT PAGES
	3		

**EXCAVATE, CUT, REMOVE AND HAUL AWAY ADDITIONAL 45' OF 12" DUCTILE
 IRON PIPE (PIPE RUNNING THROUGH NEW GARAGE EXCAVATION AREA).....\$ NO CHARGE**

**3- ADDITIONAL LOADS OF DIRT HAULED OFF (BECAUSE GARAGE FOUNDATION
 WALL HIEGHT CHANGED FROM 4' TO 8' / BECAUSE OF PIPE RUNNING THROUGH
 GARAGE FOUNDATION AREA) (INCLUDES TRUCKING AND DUMP FEES).....\$ 435.00**

**CHANGE GARAGE FOUNDATION WALL HIEGHT FROM 4' TALL WALLS TO 8' TALL
 WALLS (BECAUSE OF WATER PIPE RUNNING THROUGH NEW GARAGE
 FOUNDATION AREA) (22 LN.FT. OF 10" WALL AND 24 LN.FT. OF 8" WALL).....\$ 1,456.00**

**3- ADDITIONAL LOADS OF SAND FOR GARAGE BACKFILL / BECAUSE OF 8' TALL
 GARAGE WALLS (3 LOADS @ \$217.00 PER LOAD).....\$ 651.00**

TOTAL \$ 2,542.00

Standard Procedures: Trip 1-Excavate for footings. Install partial construction driveway.
 Trip 2-Backfill with existing materials, place sand in garage and stoops. Compact sand in garage.
 Trip 3-Grade disturbed area only. All clean up will be an extra charge. The condition of the site determines the
 quality of the grade. Landscaper to do final grade and final site drainage.
 Silt fence (by others)

NOTE: THESE PRICES ARE ADDITIONAL TO PIPE REMOVAL FOR NEISES JOB #8606.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from
 above specifications involving extra cost will be executed upon owner and/or contractor's verbal or written orders, and will become an extra cost. All agreements
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Owner or Authorized Contractor _____ Date: _____ 20____