



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

May 21, 2025 | 4:30 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

AGENDA

- I. Pledge of Allegiance**
- II. Call to Order; Roll Call**
- III. Special Requests**
 - A. Fillmore Sewer Meter Malfunction Discussion
- IV. Emergency Repairs**
- V. Approval of Minutes**
 - A. Approval of Minutes - May 1, 2025
- VI. Approval of Claims**
 - A. Water
 - B. Wastewater
- VII. Department Reports**
 - A. Cemetery - Jason Keeney
 - B. Fire Department - Rob Frank
 - C. Planner - Blaine Rout
 - D. Police Department - Chris Jones
 - E. Department of Public Works - Andrew Rogers
 - F. Wastewater Department - Oscar King Jr.
 - G. City Attorney - Laurie Robertson Hardwick
 - H. Park & Recreation - Jason Keeney
 - I. Water Department - Rick Denney
- VIII. Old Business**
- IX. New Business**
 - A. Fire - Scott Mayhew promotion from probation to full-time firefighter
 - B. Police - Jensen Clement promotion from probation to full-time officer
 - C. Approval of NWS Quote for removal and testing of well pump
 - D. Sidewalks
 - E. Toddson Update
- X. Adjournment**

Persons who require assistance or need information regarding access to the meeting and the availability of special facilities are requested to telephone Laurie Hardwick, ADA Coordinator, at (765) 655-2301 or (765) 653-3100, at least three days in advance of the meeting.



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. 0741_001

Melanie Welker

From: Fillmore Clerk Treasurer <fillmoretownhall@tds.net> on behalf of Fillmore Clerk Treasurer
Sent: Wednesday, May 14, 2025 2:28 PM
To: Melanie Welker
Subject: Town of Fillmore information.
Attachments: Video.mov; Video_1.mov

Melanie,

This is the meter we use to measure gallons being sent to Greencastle. The check valve malfunctioned after a power outage on April 3rd. The meter is showing the gallons go negative when the wastewater recedes, then counts THOSE gallons a SECOND time once it kicks back on. The MAIN read itself NEVER goes negative, instead those gallons are being counted twice.

Please see the daily reads for this month. You can easily see the usage go to a ridiculous level because of this issue. We are so very hopeful that the Board of Public Works will consider this information to give us another adjustment, even though it's within twelve months.

I really appreciate your time and help with us on this matter.

Thank you!!!

Date	Read	Usage in gallons
3/14/2025	2999415	30657
3/15/2025	3037872	38457
3/16/2025	3070647	32775
3/17/2025	3132424	61777
3/18/2025	3188505	56081
3/19/2025	3237594	49089
3/20/2025	3280704	43110
3/21/2025	3319936	34289
3/22/2025	3354225	33557
3/23/2025	3387782	34473
3/24/2025	3422255	36003
3/25/2025	3458258	37111
3/26/2025	3495369	38011
3/27/2025	3533380	34823
3/28/2025	3568203	28837
3/29/2025	3597040	32000
3/30/2025	3629040	87440
3/31/2025	3716480	95071
4/1/2025	3811551	76530
4/2/2025	3888081	42280
4/3/2025	3930361	89273 *****
4/4/2025	4019634	218942
4/5/2025	4238576	285144
4/6/2025	4523720	178853
4/7/2025	4705275	138883

4/8/2025 4841456 162134

Town of Fillmore

Monica Bray
Clerk-Treasurer



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

May 1, 2025 | 3:00 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

MINUTES

I. Pledge of Allegiance

II. Call to Order; Roll Call

The meeting was called to order at 3:00pm by Mayor Dunbar. Clerk-Treasurer, Mikayla Johnson called the roll. Thom Morris, Trudy Selvia, and Mayor Dunbar were present.

III. Approval of Minutes

A. Approval of Minutes - April 16, 2025

Thom Morris made a motion to approve the minutes as presented, seconded by Trudy Selvia, 3-0, motion carried.

IV. New Business

A. Downtown Lighting Project

Trudy Selvia made a motion to approve the contract with Evans Development Co., Inc., d.b.a. EDCO for the Indiana Street Lighting Improvements, seconded by Thom Morris, 3-0, motion carried.

Trudy Selvia made a motion to approve the contract with Evans Development Co., Inc., d.b.a. EDCO for the Jackson Street Lighting Improvements, seconded by Thom Morris, 3-0, motion carried.

V. Adjournment

Trudy Selvia made a motion to adjourn the meeting at 3:04pm, seconded by Thom Morris, 3-0, motion carried.

Lynda R. Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk - Treasurer



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

Greencastle Fire April 2025 Council Report

The fire department responded to 174 calls for service in April, compared to 135 calls for service in April 2024. There was a 25% increase in call volume this year compared to last year.

The fire department has responded to 591 calls for service in 2025, compared to 569 calls for service. At this time in 2024. There has been a 4% increase in call volume this year compared to last year. Firefighters completed 476.5 hours of training in April.

Four reserve firefighters volunteered a total of 36.5 hours in April.

Anniversaries: Ben Fiest (4/1/23) 2 years

- Lieutenant Watson, Lieutenant Newgent, and Firefighter Shaw completed Fire Officer II training
- Probationary Firefighter Scott Mayhew passed NREMT. This brings our roster to 16 full-time EMTs.
- We partnered with the GCSC Transportation Center to provide extinguisher training and bus evacuation drills for all bus drivers.
- Hosted Principal Chris Covert and his mentor group from TZ
- Participated in the Area 30 Career Fair and mock interviews for the Fire and Rescue class
- Participated in the Area 30 Active Shooter Drill
- Supported FDIC hands-on engine operations training
- Received training from Brandon Dreiman from Pro Team Wellness on how to access their mental health services
- Signed a contract and will soon begin work with consultant Darrell Mendenhall on validating an annual Work Performance Evaluation

ATTACHMENTS

1. GFD-Incident-Dashboard-5-2-2025

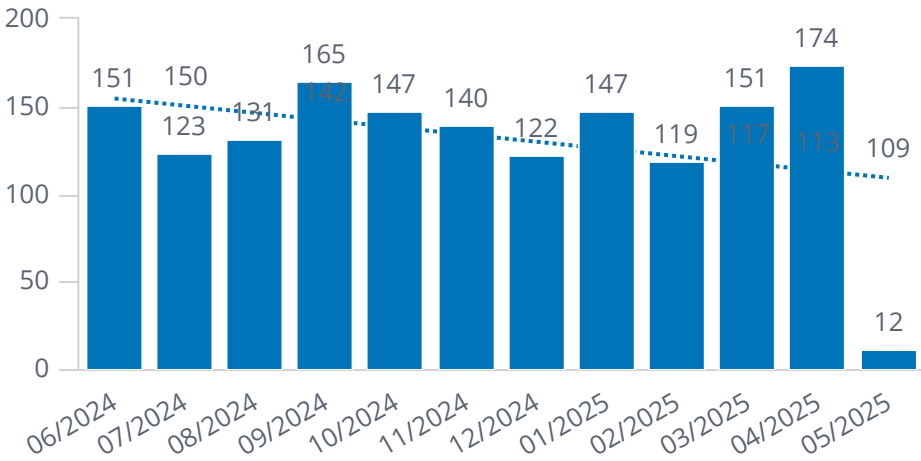
Incidents This Month

174

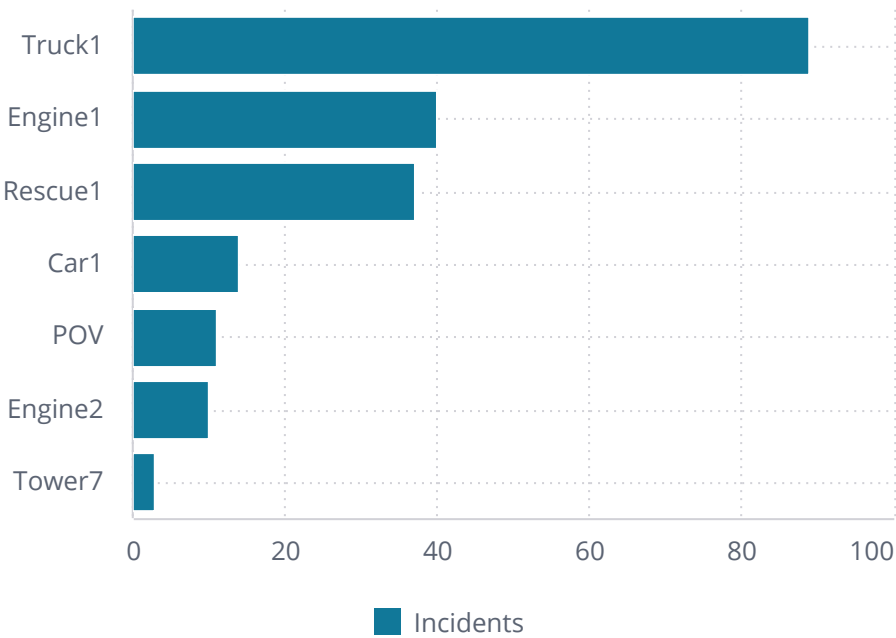
YTD Incidents

603

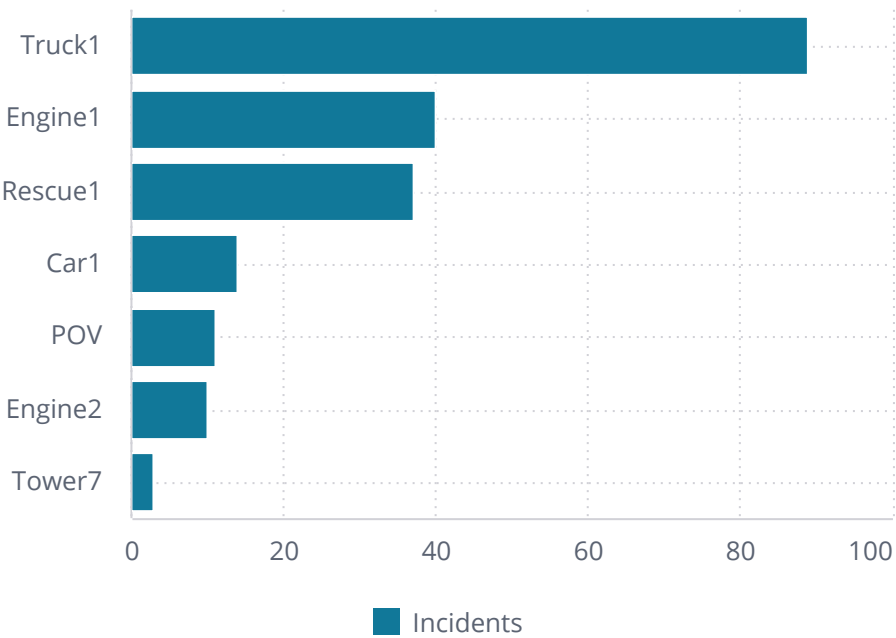
Monthly Incident Trending



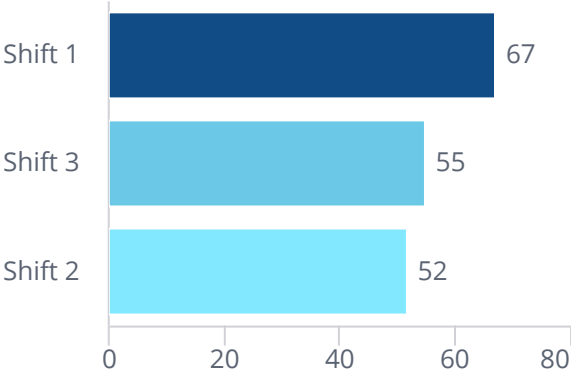
Incidents by Unit This Month



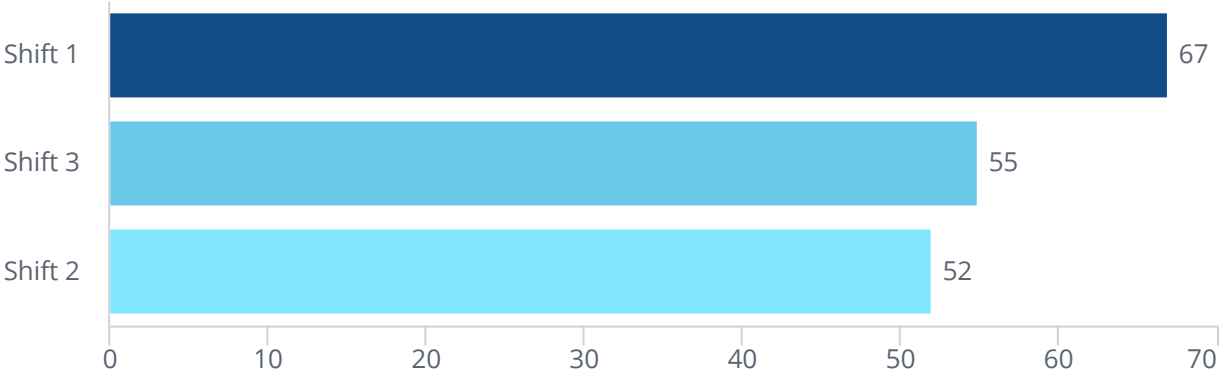
Incidents by Unit This Year



Incidents by Shift This Month



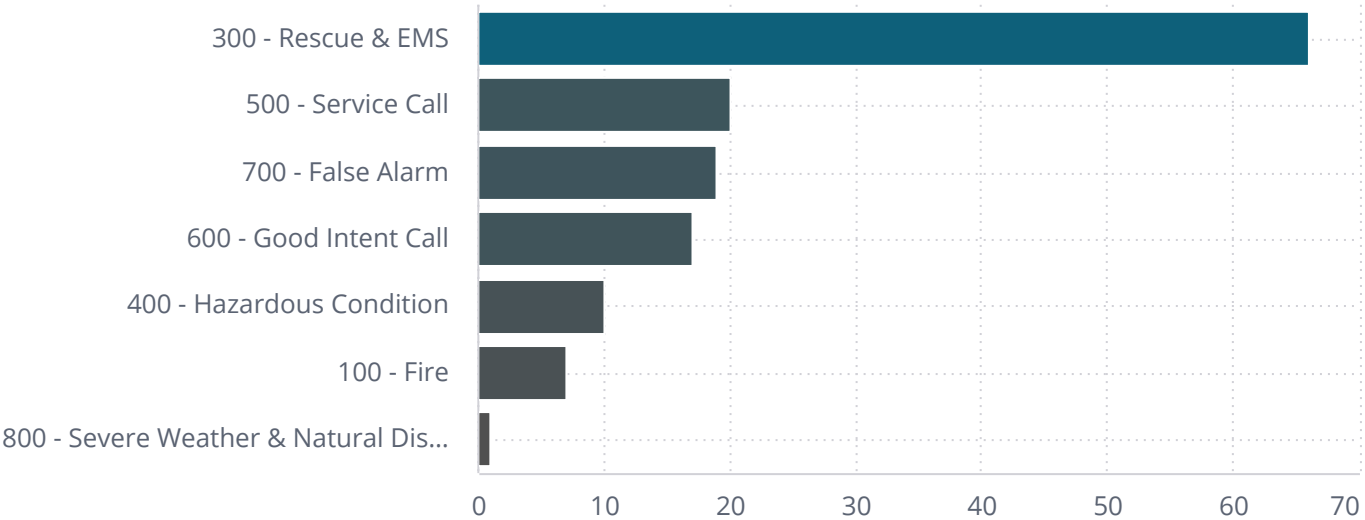
Incidents by Shift This Year



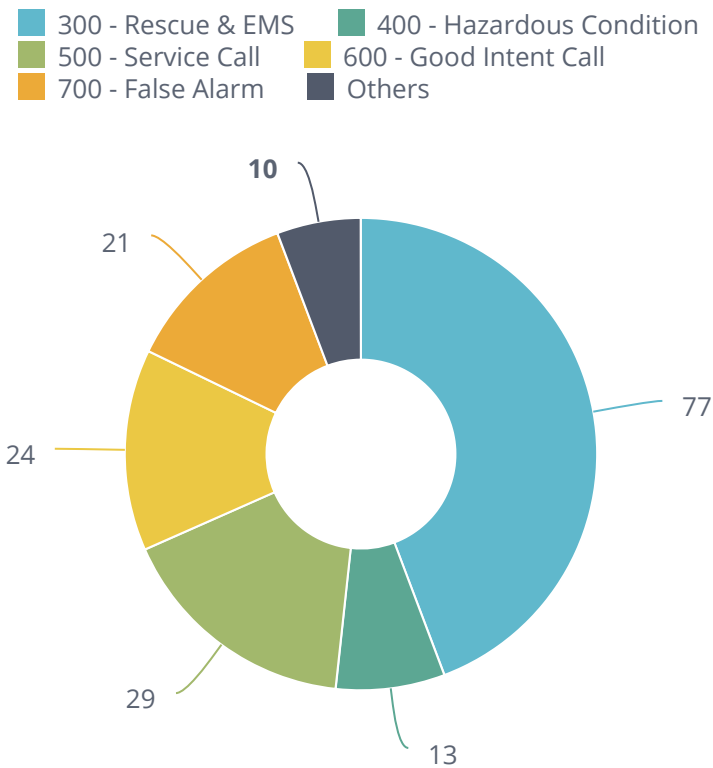
Station Coverage This Month

140

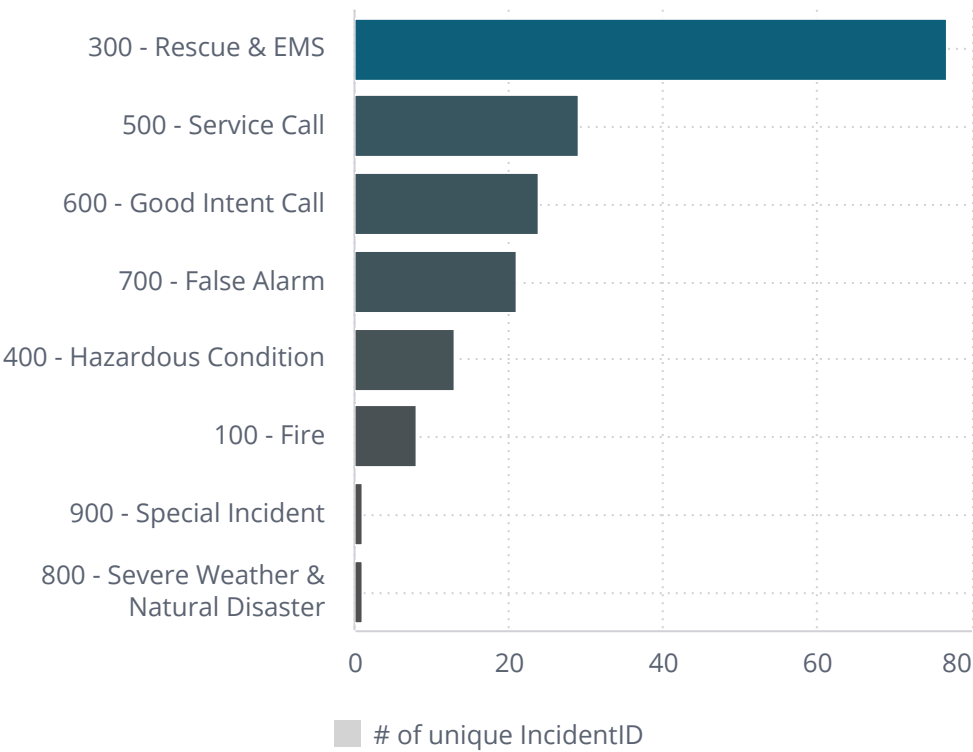
Station Coverage by Type This Month



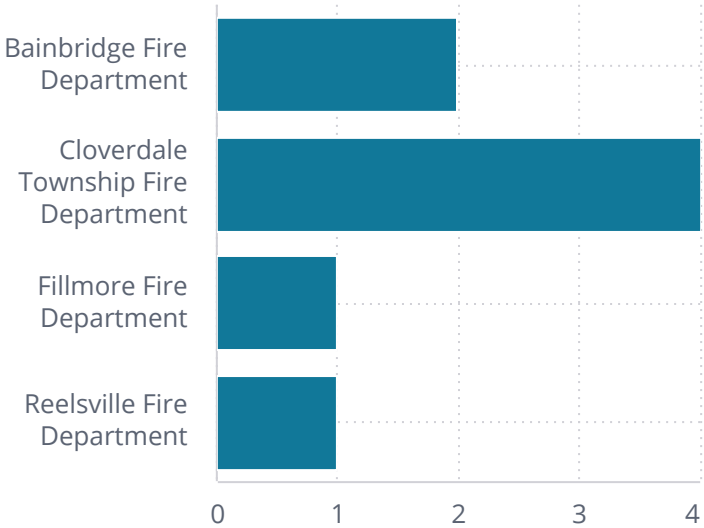
Incidents by Type This Month



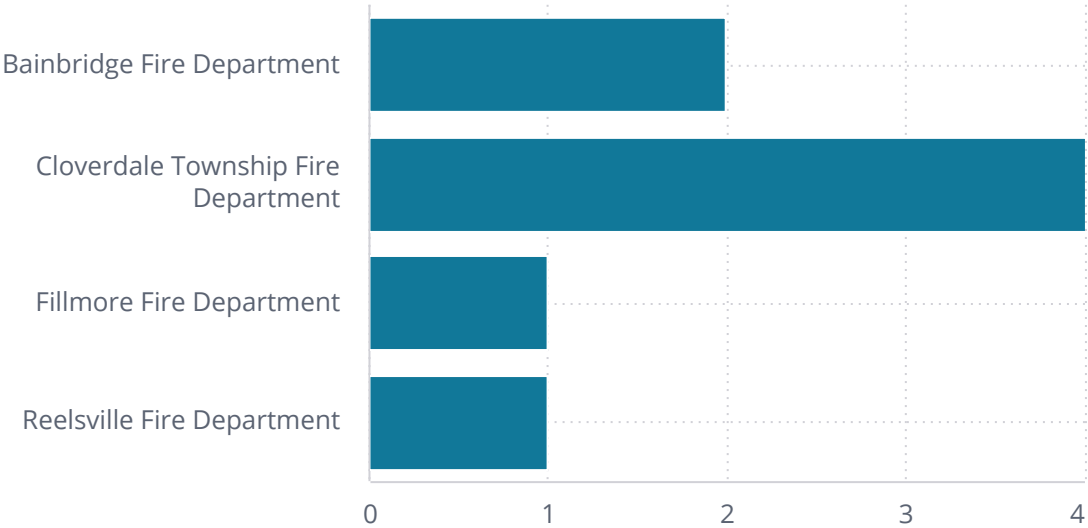
Incidents by Type This Year



Mutual Aid Given This Month



Mutual Aid Given YTD



Incident Type Detail This Month

Incident Type Group	Incident Type	Calls
100 - Fire	Building fire	7
	Cooking fire, confined to container	1
300 - Rescue & EMS	EMS call, excluding vehicle accident with injury	33
	Medical assist, assist EMS crew	39
	Motor vehicle accident with injuries	2
	Motor vehicle accident with no injuries.	2
	Removal of victim(s) from stalled elevator	1
400 - Hazardous Condition	Arcing, shorted electrical equipment	1
	Gas leak (natural gas or LPG)	3
	Power line down	8
	Vehicle accident, general cleanup	1
500 - Service Call	Assist invalid	14
	Assist police or other governmental agency	1
	Tree Down	9
	Unauthorized burning	5
600 - Good Intent Call	Authorized controlled burning	1
	Dispatched & canceled en route	14
	HazMat release investigation w/no HazMat	1
	No incident found on arrival at dispatch address	2
	Smoke scare, odor of smoke	6
700 - False Alarm	Alarm system activation, no fire - unintentional	17
	Smoke detector activation, no fire - unintentional	4
800 - Severe Weather &	Wind storm, tornado/hurricane assessment	1
900 - Special Incident	Citizen complaint	1



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. BOW Report - Planning 05.21.25

Greencastle Board of Works Report— May 21st, 2025

City Planning & Zoning Department

Prepared by: Blaine Rout (765-848-1504) - brout@cityofgreencastle.com

Board of Zoning Appeals Meeting:

The Board of Zoning Appeals recently held a meeting on 05/06 where petitions B25-01 and B25-02 were heard regarding a variance of use for a residence in the GB1 zone district as well as a variance of development standards for parking of a camper in the driveway. An upcoming BZA meeting on June 3rd will hear petition B25-03 regarding a variance of use to allow an accessory dwelling in the Traditional Neighborhood zone district.

Technical Review Committee:

The Technical Review Committee meeting was held on May 8th to discuss various issues including 805 Indianapolis Rd (Former Gas Station/Convenience Store). The committee found that the applicant's site development plan and ILP application was incomplete and will work with the property owner for a complete application. If a sufficient application cannot be provided, the property will be referred to the Unsafe Building Commission as a public nuisance.

Unsafe Building Committee:

There are no buildings currently on the docket to be reviewed by the committee. That is the final step before the city would take action to proceed with demolition. Future discussions are planned to address various abandoned/vacant structures in violation of Chapter 7 "Building and Construction Regulations" within the City Code. Many of these properties may need to be addressed through unsafe building committee action. A couple properties have been in discussion regarding the potential for referral, but no action has been taken yet due to ongoing communication with the property owners.

Plan Commission Meeting:

Greencastle Plan Commission's on April 28th was somewhat brief due to it being a general recap of the prior discussion of zoning amendment changes. The meeting only had the one item on the agenda and was then voted on favorably for a recommendation to Council.

MS4 Stormwater Committee Meeting and Activities:

Scott Zimmerman has been working on stormwater projects (both private and public) whereas we have been identifying stormwater infrastructure's conditions as a whole and updating that to reflect correct information on GIS maps.

Activities

- Research on Planning and Building-related fees is essentially complete. A calculation of a 5-year average of "annual construction value" is needed in order to have an appropriate calculation of fees prior to any discussion for changes.
- Street Tree Board – Discussion of the INDOT street planting was held on May 7th. The next meeting is to be held on August 6th.
- Sustainability Commission – The meeting on April 15th included a visit to Robe Ann Park to discuss the waterway near the bocce ball court that acts as a stormwater swale. The meeting resulted in an assessment of its conditions and how to improve upon them. Other matters were discussed including the pollinator garden program, community gardens, and other items. A meeting will be held on May 20th to provide general updates and to hand out signage for the pollinator gardens.

- Code Enforcement Activity (Inspections/Notices/Fines) has shown a significant jump in action due to the need to address environmental nuisances like tall grass. For any specifics, please reach out to Scott or myself.
- Further work is being done on GIS map layers, with eventual syncing with the county's (public facing) website as each layer is completed. This is a long-term project.
- Reviewed various building and sign permits.



Department Report

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MONTHLY HIGHLIGHTS

ATTACHMENTS

1. council report April 2025

May 2nd, 2025

Greencastle Police Department Common Council Report April 2025

<u>CALL ACTIVITY TOP 5</u>	<u>#</u>
LOCKOUTS	96
TRAFFIC VIOLATION	46
DISTURBANCE	37
SUSPICIOUS PERSON	35
ACCIDENTS	33

DEPARTMENT

EMPLOYMENT ANNIVERSARIES

OFFICER JUSTIN HERD	4-04-2022 (3 YEARS)
SGT NICK EASTHAM	4-29-2008 (17 YEARS)

PATROL-Officers conducted 184 traffic stops in the month of April. Officers responded to 569 calls for service, opened 44 criminal case reports and completed 15 Indiana Crash Reports. Officers completed a total of 15 field arrests for the month. Dayshift Officers took part in a full scale Active Shooter Exercise lasting several hours at Area 30 on April 26th involving Law enforcement, Fire, Medical services and School staff. Drug Take-Back day was held on April 26th at GHS; approximately 160 pounds of medications were taken in during the event. We also collected 149 pounds of medications in our Station collection box since November.

DETECTIVES- Detectives were assigned 12 new cases as well as 7 DCS cases. Detectives were called out 7 times during the month. 2 cases were sent to the Prosecutor's Office for charges. 6 cases were closed. Detectives served 5 search warrants for the month.

PARKING ENFORCEMENT- 46 tickets were issued for the month (34-3 HR, 7-wrong direction, 4-no parking, 1-handicap parking).10 warnings were written. 27 tickets have been paid and 16 have not been paid.

RESERVES- The Reserve Division worked 39.50 hours for the month.

TRAINING

Officer Billy Dewitt & Justin Herd attended School Resource Officer School on April 28th-May 2nd at Perry Township in Indianapolis.

Sergeant Zach Rhine attended advanced Pistol Firearms training on April 11th in Danville, IN.

Captain Charles Inman attended Bullet Proof Mind training on April 17th in Evansville, IN.

Officer Billy Dewitt & K9 Gunner attended K9 training in Plainfield on April 15th.

Assistant Chief Ed Wilson attended Chief's School on April 21st-25th at ILEA.

Officer Alec Pettit & Officer David Brown attended the Indiana SWAT Officers Conference on April 30th and May 1st in Indianapolis.



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MONTHLY HIGHLIGHTS

Summary Report for April 2025



Department of Public Works

Sign Work:

1. Set the breakaway for solar stop sign at Walmart in concrete.
2. Replaced the detour sign at Frazier and 231.
3. Replaced 2 sign posts this month.
4. Took down student drop off signs at high school along Washington St.
5. Put out 8 barricades this month for events.
6. Picked up 6 big black information signs that had been blown over by wind this month.

Mechanical:

1. 17' Chevy 1500: Oil and filter change.
2. Kubota Skid steer: Added hydraulic fluid.
3. Shop: Purchased a case of white grease and brake cleaner.
4. 23' Chevy 2500: Oil and filter change.
5. 15' Chevy 1500: Oil and filter change.
6. 15' Kubota RTV: Oil and filter change and hydraulic oil and filter change.
7. Dixie Chopper mower: Oil and filter change.
8. I2550 Kubota: Oil and filter change.
9. I3240 Kubota: Oil and filter change.
10. 24' F650: Oil and filter change.
11. 19' F650: Oil and filter change.
12. 11' F650: Oil and filter change and replaced breaker for air compressor.

13. Dodge dump: Changed hydraulic filter.
14. Water Tank Wagon: Replaced pull cord and tires.

Sweeping:

1. Swept city streets 4 times and downtown 1 time this month driving 102 miles, used 53 gallons of diesel, 1600 gallons of water and picked up 42 yards of debris.

Storm Work:

1. Cleaned city drains 5 times this month collecting 3.25 tons of debris.
2. Repaired 2 sink holes this month using 4 tons of gravel, 4' of 10" pipe and 2 bags of concrete.

Patching:

1. Patched N. College and Frazier with .5 tons of CMA.
2. Filled holes on N. College with 21 tons of gravel 3 times this month.
3. Patched city streets 3 times this month using 6.5 tons of CMA.

Mowing:

1. Mowed and weedeated city right of ways, VMH and DPW 1 time this month.

Tree Work:

1. Planted 91 trees at the YMCA this month.
2. Planted 4 trees on Greenwood and 3 trees on N. W. Blvd. this month.
3. Picked up limbs and broken trees on VMH and around town hauling off 12 truckloads from wind this month.
4. Removed the tree from in front of Scoops.

Misc.:

1. Hauled in 78.01 tons of gravel for stock pile.
2. Hauled in 14.38 tons of CMA for stock pile.
3. We did 31 core samples of roads this month.

ATTACHMENTS

None



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MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Report to Council & BOW (5)

2025

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEARLY AVERAGE
AVERAGE DAILY FLOW IN (M.G.D.)	1.501	1.449	1.448	3.016									1.854
TOTAL													YEARLY
DAYS ABOVE DESIGN FLOW	0	0	0	8									8
DAYS OF OVERFLOW AT PLANT	0	0	0	0									0
RAIN INDUCED OVERFLOW COL. SYSTEM	0	0	0	1									1
MECH/ELECT ISSUE CAUSING OVERFLOW	0	0	0	0									0
SEWER CALLS BLOCKAGE IN CITY LINES	0	0	0	0									0
EMERGENCY REPAIRS MADE	0	0	0	0									0
OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES	0	0	0	0									0
SEWER LINE CLEANED (FOOTAGE)	340	2,039	1,971	1,484									5,834
LOCATES	135	188	246	344									913
TAP PERMITS	0	0	0	0									0
SEWER LINES TELEVIEWED (FOOTAGE)	0	320	947	2,589									3,856

2024

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEARLY AVERAGE
AVERAGE DAILY FLOW IN (M.G.D.)	2.190	1.391	1.544	2.691	1.595	1.053	1.271	1.000	1.001	0.975	1.176	1.618	1.459
TOTAL													YEARLY
DAYS ABOVE DESIGN FLOW	8	0	0	8	2	0	0	0	0	0	0	3	21
DAYS OF OVERFLOW AT PLANT	0	0	0	0	0	0	0	0	0	0	0	0	0
RAIN INDUCED OVERFLOW COL. SYSTEM	0	0	0	0	0	0	0	0	0	0	0	0	0
MECH/ELECT ISSUE CAUSING OVERFLOW	0	0	0	0	0	1	1	0	1	0	0	0	3
SEWER CALLS BLOCKAGE IN CITY LINES	0	1	0	1	0	0	0	0	0	0	0	0	2
EMERGENCY REPAIRS MADE	0	0	0	0	0	0	0	0	0	0	0	0	0
OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES	0	0	0	0	0	0	1	0	0	0	1	0	2
SEWER LINE CLEANED (FOOTAGE)	0	1,530	1,580	1,260	4,626	2,107	2,487	4,054	550	895	3,657	340	23,086
LOCATES	112	120	247	207	207	198	222	249	188	250	191	165	2,356
TAP PERMITS	1	0	3	2	1	4	0	2	4	0	0	0	17
SEWER LINES TELEVIEWED (FOOTAGE)	0	1,295	2,931	2,125	3,074	2,756	4,728	2,644	2,117	3,884	4,396	1,746	31,696



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MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

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May 21, 2025

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MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

MEETING DATE

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MONTHLY HIGHLIGHTS

ATTACHMENTS

1. 2025_041
2. Annual Well Testing

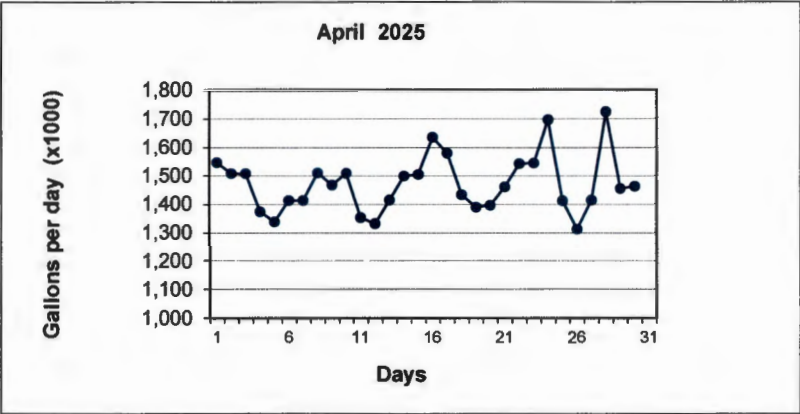
April 2025			Chlorine				Fluoride		Polyphosphate		Iron		Manganese		Backwash		Water Temp		pH		Chlorine	Testing		
3.55%	Adjusted	SCADA	Plant Tap		D.S.																Lagoon	Testing		
Date	Gallons Pumped X 1000	Gallons Pumped X 1000	Pounds	Free	Total	Free	Total	Pounds	Finished	Pounds	Finished	Raw	Finished	Raw	Finished	Filter #	Filter Run	Backwash Usage X 1000	A.M.	P.M.	Raw	Finished	Total	Initial
1	1,547.06	1,604.00	34	1.38	1.54	1.24	1.48	40	0.67	24	0.70	0.18	0.03	0.1	0.1				12.0	12.2	7.48	7.67		RD
2	1,508.48	1,564.00	34	1.36	1.56	0.98	0.91	30	0.72	26	0.71	0.20	0.01	0.0	0.0				12.2	12.4	7.51	7.69		RD
3	1,508.67	1,564.20	28	1.43	1.63	0.84	1.00	34	0.70	26	0.76	2.00	0.02	0.0	0.1				12.6	12.6	7.44	7.65		RD
4	1,374.80	1,425.40	26	1.37	1.46	0.87	1.03	33	0.83	22	0.85	0.22	0.02	0.1	0.1	1	275	74.1	12.5	12.7	7.39	7.60		RD
5	1,339.40	1,388.70	25	1.20	1.53	0.80	0.94	28	0.77	30	0.77	0.24	0.01	0.2	0.1				12.7	12.5	7.39	7.60		MC
6	1,413.96	1,466.00	35	1.22	1.45	1.13	1.36	45	0.58	34	0.85	0.28	0.00	0.4	0.0				13.3	13.4	7.49	7.57		KW
7	1,413.96	1,466.00	22	1.38	1.59	1.01	1.14	23	0.64	30	1.16	0.36	0.01	0.2	0.1				11.3	11.7	7.50	7.70		RD
8	1,510.60	1,566.20	30	1.19	1.45	0.99	1.23	47	0.74	44	1.10	0.22	0.01	0.0	0.0				11.7	12.3	7.41	7.65		RD
9	1,468.26	1,522.30	36	1.30	1.53	1.02	1.15	20	0.71	28	1.08	0.70	0.01	0.1	0.0	2	272	54.8	12.1	12.1	7.59	7.43		RD
10	1,509.54	1,565.10	28	1.28	1.45	1.20	1.54	37	0.88	28	0.89	0.19	0.01	0.0	0.0				12.3	12.3	7.47	7.66		RD
11	1,354.45	1,404.30	23	1.30	1.48	0.57	0.69	28	0.98	26	0.86	0.17	0.03	0.0	0.1				12.7	12.5	7.42	7.64		RD
12	1,333.04	1,382.10	25	1.17	1.35	1.18	1.33	30	0.86	20	0.78	0.27	0.05	0.2	0.3				13.5	13.4	7.38	7.56		KW
13	1,415.40	1,467.50	26	1.09	1.36	1.13	1.37	40	0.79	28	0.60	0.40	0.05	0.9	0.5				13.4	13.3	7.43	7.57		KW
14	1,499.60	1,554.80	29	1.31	1.43	NS	NS	39	1.00	32	0.95	0.17	0.03	0.1	0.0				12.9	13.1	7.42	7.57		RD
15	1,505.58	1,561.00	27	1.26	1.44	0.80	0.87	37	0.89	30	0.95	0.19	0.01	0.0	0.0				13.0	12.5	7.46	7.55		RD
16	1,636.37	1,696.60	24	1.19	1.35	0.82	0.97	39	0.94	32	0.91	0.20	0.01	0.2	0.1				13.7	12.6	7.42	7.58		RD
17	1,580.24	1,638.40	36	1.28	1.45	1.51	1.80	28	0.94	28	0.86	0.17	0.03	0.0	0.0				12.9	12.8	7.42	7.64		RD
18	1,434.50	1,487.30	29	1.19	1.64	0.72	0.88	39	0.84	30	0.96	0.17	0.01	0.1	0.1				12.8	12.8	7.39	7.62		MC
19	1,390.81	1,442.00	26	1.25	1.41	0.79	0.89	33	1.05	30	1.04	0.32	0.01	0.1	0.0	3	255	83.7	13.4	13.0	7.38	7.49		MC
20	1,397.46	1,448.90	27	1.14	1.28	1.12	1.33	38	0.76	30	0.93	0.32	0.03	2.0	0.2				13.9	14.0	7.35	7.44		KW
21	1,461.31	1,515.10	27	1.28	1.45	1.30	1.56	37	0.86	30	1.00	0.19	0.02	0.0	0.0				13.1	13.2	7.34	7.56		RD
22	1,544.07	1,600.90	28	1.21	1.36	0.98	1.20	25	0.85	28	0.90	0.21	0.04	0.0	0.0				12.7	12.9	7.38	7.51		RD
23	1,545.23	1,602.10	28	1.27	1.49	1.07	1.24	37	0.92	24	0.83	0.18	0.02	0.0	0.0				12.9	13.1	7.35	7.49		RD
24	1,696.84	1,759.30	32	1.30	1.43	NS	NS	35	0.80	28	0.67	0.19	0.00	0.1	0.0				12.9	13.3	7.34	7.56		RD
25	1,412.99	1,465.00	29	1.25	1.34	0.44	0.63	24	0.85	18	0.68	0.18	0.00	0.1	0.0				13.2	13.3	7.35	7.52		RD
26	1,313.17	1,361.50	25	1.28	1.66	1.00	1.13	27	0.80	20	0.72	0.18	0.01	0.1	0.1				12.9	12.8	7.38	7.55		MC
27	1,415.11	1,467.20	25	1.27	1.46	0.76	0.90	40	0.81	22	0.34	0.17	0.01	0.1	0.1				12.8	12.9	7.38	7.57		MC
28	1,724.62	1,788.10	32	1.27	1.42	0.97	1.13	35	0.96	38	0.90	0.20	0.01	0.2	0.1				13.2	13.2	7.42	7.62		RD
29	1,455.91	1,509.50	32	1.23	1.40	1.17	1.25	32	0.90	36	0.97	0.19	0.03	0.0	0.0	1	261	63.6	13.5	13.3	7.43	7.61		RD
30	1,464.30	1,518.20	27	1.23	1.41	0.98	1.14	31	0.76	24	0.99	0.20	0.02	0.2	0.0				13.0	13.0	7.42	7.57		RD
31																								
Gallons			855.0		1.3	1.5		1,011	846	0.69						276,200.0								
Average			1,472,525									Avg	Avg	Avg	Avg		Avg	69,050.0	12.8	12.8	7.42	7.58	0.00	
Peak			1,724,622									Max	Max	Max	Max		Max	83,700.0	13.9	14.0	7.59	7.70	0.00	
Minimum			1,313,167									Min	Min	Min	Min		Min	54,800.0	11.3	11.7	7.34	7.43	0.00	

Greencastle Utilities
Monthly Report

April 2025

Current		One year ago	Two years ago
206	Service work orders	117	95
7	Field work orders	7	5
8	Leaks	7	0
349	IUPPS line locates	231	216
3725	Total active accounts	3725	3725
47	Disconnect notices actually acted upon	42	40
1,472,525	Average daily pumpage	1,373,866	1,359,505
1,724,622	Peak Day	1,893,506	1,594,319
1,313,167	Minimum Day	1,203,214	1,113,805

Year 2025	
130,858,538	Gallons of water pumped
90,537,172	Gallons of water sold
1,581,032	Known loss/usage



Emergency Repairs:				
Address	Date	Time	Repaired By	Brief Discription

	Month	Calendar Month Pumpage	Read Cycle Adjustment		Known Water Usage / Loss	Metered but not yet billed (Average)	Gallons Sold	Adjusted Gallons Pumped	Unaccountable Water	Peak Day Gallons	Peak Day
			Pumpage subtracted to match reading dates	Pumpage added to match reading dates							
2023	January	41,239,898	2,590,360	0	4,036,264	1,706,541	26,770,172	32,906,732	18.6%	1,457,456	4
	February	38,336,946	0	0	2,213,767	1,684,266	27,835,324	34,438,913	19.2%	1,515,326	12
	March	39,287,364	0	2,385,980	660,645	1,708,194	31,965,032	39,304,505	18.7%	1,417,140	7
	April	40,785,136	2,385,980	0	370,428	1,708,524	30,017,988	36,320,205	17.4%	1,594,319	23
	May	43,505,894	0	0	651,513	1,725,563	35,085,688	41,128,819	14.7%	1,771,401	22
	June	44,088,742	0	2,573,670	877,926	1,717,253	36,387,208	44,067,233	17.4%	1,649,970	4
	July	44,838,641	2,573,670	0	1,374,222	1,713,804	32,229,076	39,176,944	17.7%	1,565,287	14
	August	48,423,398	0	0	1,382,355	1,740,583	37,310,240	45,300,459	17.6%	2,106,179	24
	September	46,526,226	0	1,414,560	2,820,141	1,739,768	36,795,616	43,380,877	15.2%	3,032,774	10
	October	42,488,540	1,414,540	0	1,595,838	1,708,726	32,915,740	40,598,516	18.9%	1,630,101	10
	November	38,912,077			611,264	1,717,494	28,682,600		20.3%	1,577,440	1
	December	44,143,236	0	1,274,880	2,549,266	1,732,727	31,393,560	41,136,122	23.7%	1,738,608	27
YTD	Totals:	512,576,098	8,964,550	7,649,090	19,143,630	1,740,583	387,388,244	490,376,426	21.0%	3,032,774	
2024	January	47,050,046	1,274,880	0	1,691,397	1,748,240	31,900,704	42,335,529	24.6%	2,318,465	18
	February	39,659,758	0	0	534,936	1,709,999	32,124,356	37,414,822	14.1%	1,490,442	1
	March	39,578,547	0	0	385,486	1,710,295	31,461,628	37,482,766	16.1%	1,368,818	7
	April	41,215,979	0	0	1,016,171	1,722,801	31,968,772	38,477,006	16.9%	1,893,506	29
	May	44,258,108	0	2,517,350	1,266,366	1,742,539	36,790,380	43,766,552	15.9%	1,875,953	3
	June	41,305,677	2,517,350	0	583,700	1,664,449	31,930,624	36,540,177	12.6%	1,518,123	22
	July	45,253,568	0	0	1,601,502	1,700,286	36,342,328	41,951,781	13.4%	2,068,467	11
	August	45,847,508	0	2,766,100	555,168	1,660,546	38,903,480	46,397,894	16.2%	1,636,274	28
	September	43,920,244	2,766,100	0	394,987	1,704,224	34,047,716	39,054,933	12.8%	1,611,680	4
	October	42,266,415	0	0	407,797	1,676,866	33,140,888	40,181,752	17.5%	1,712,470	21
	November	38,394,527	0	1,391,800	894,580	1,661,218	29,474,192	37,230,528	20.8%	1,449,258	12
	December	38,513,835	1,391,800	0	610,679	1,657,116	29,445,768	34,854,241	15.5%	1,427,749	17
YTD	Totals:	507,264,211	7,950,130	6,675,250	9,942,767	1,748,240	397,530,836	494,298,324	19.6%	2,318,465	
2025	January	43,075,631	3,065,900	1,139,200	555,056	1,690,091	30,936,532	38,903,784	20.5%	1,576,089	28
	February	42,688,191	2,937,000	0	500,814	1,675,221	29,569,188	37,575,156	21.3%	1,696,459	13
	March	45,094,715	2,937,000	0	525,163	1,684,329	30,031,452	39,948,224	24.8%	1,564,515	6
	April										
	May										
	June										
	July										
	August										
	September										
	October										
	November										
	December										
YTD	Totals:	130,868,638	8,939,900	1,139,200	1,681,032	1,690,091	90,537,172	119,786,714	24.4%	1,696,459	



April 21, 2025
NWS Quote #041825-40R
Attn: Mr. Rick Denny
Greencastle Water
409 CR 75 West
Greencastle, IN 46135
rdenny@cityofgreencastle.com

Re: Annual Well Testing

Dear Mr. Denny:

National Water Services, LLC is pleased to provide the following quotation for your consideration.

We will furnish all necessary equipment and personnel to perform the following scope of work:

- Mobilize to the site, take one well out of service and hook up a temporary discharge fitted with an orifice.
- Conduct a four-step pumping test while monitoring the water level, amperage, discharge pressure and flow rate.
- Remove the temporary discharge and put the well back into service.
- Repeat the above process on all five (5) of your water supply wells.
- We will provide a detailed written report outlining the conditions found in each well, any recommended repairs and their associated costs.

Pricing for above scope

\$3,750.00

Note: Results will be compared to the data collected during the 2022 testing.

National Water Services, LLC is looking forward to providing these services to the City of Greencastle Water. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us at your convenience.

NWS Quote #041825-40

Note: National Water Services (NWS) will review all quotations at the time of order entry to ensure pricing has not changed. If pricing has changed, then NWS will advise Customer of the new price within two days after receiving Customer's order. Thereafter, Customer will have three days to accept NWS's new price or the order may be cancelled. For orders that are going through the submittal process, NWS will review all pricing at the time of approval to ensure that pricing has not changed. If pricing has changed, then NWS will advise Customer of the new price within two days of approval. Thereafter, Customer will have three days to accept NWS's new price or the order may be cancelled.

Respectfully,

Tony Alley

Tony Alley

Director of Sales IN/ KY

National Water Services, LLC

Office (317) 650-9234

Cell (812) 653-9630

aalley@national-water.com



1. Proposal is based upon a 4 Day X 10 Hr, weekly work schedule, with Saturdays reserved as "make up" for any weather delay.

2. Proposal does not include costs to relocate, remove, abandon or replace existing buried utilities, conduits, vaults, other systems unless explicitly included in the proposal.

3. Proposal does not include costs to locate, demolish, remove or dispose of structures, foundations, piping, piling, wreckage, buried trash or other man-made obstructions which may be encountered while excavating on this project unless explicitly included in the proposal.

4. Proposal requires an equitable contract adjustment for any delay or impact caused by parties other than NWS, or any unforeseen site conditions, which may inhibit work.

5. Unless explicitly stated otherwise, Proposal requires that excess excavated material, including dirt, be left on site within 10' of excavation.

6. Proposal does not include rock removal unless explicitly included in the proposal.

7. Trench Shoring is not included, excavations shall be benched unless explicitly included in the proposal.

8. Subcontractors will not be signatory to project labor agreements unless explicitly included in the proposal.

9. Proposal requires Contractor and Subcontractors will utilize pre-existing, established project management, field supervision and labor work forces, and will follow "open shop" labor practices with regards to project staffing and work rules.

10. Proposal requires that NWS and Subcontractor work force will spend no more than 3 hours in project-specific orientation and safety training, prior to beginning work on the project.

11. Proposal includes cost for applicable standard insurance coverages but does not include cost for Builders Risk, Pollution, environmental, or Longshoreman insurance.

12. Proposal requires that the End User obtains all permits, including Rail Road Right Away, USOC Permits etc.. Any and All Required Permits shall be furnished by others.

13. Proposal does include Local and State Sales Tax for permanent materials unless explicitly included in the proposal.

14. Unless the Proposal so requires, NWS and Subcontractors shall not be signatory to project labor agreements.

NATIONAL WATER SERVICES, LLC

A Fully Licensed - Tennessee, Alabama, Mississippi, Arkansas & West Virginia Municipal and Utility General & Building Construction Contractor

AND A Licensed - TN, AL, MS, KY, IN, OH, AR, WV, GA & IL Well Driller and Pump Installer

WEB; www.national-water.com

15. The Pump removal cost provided in your quotation represents cost associated with removing an intact assembly. If any component of the pumping unit assembly is detached such as the Oil Tube connection(s), line shaft connection(s) and column or drop pipe connection throughout the setting, the removal operation shall be suspended and the end user's representative will be notified. In such an event, NWS's crew will be demobilized, the client/end user will bear the expense of 50% of the original quoted removal cost. NWS's representative will develop a plan for removal of the detached assembly and furnish cost to the client/end user for remobilization, fabricating the retrieval devices and a per hour cost for removal efforts. NWS explicitly excludes any guarantee of success pertaining to retrieval. It also excludes any and all damage to the well, its pumping unit or attachments during retrieval efforts.

16. Furnishing a Well Pump without NWS obtained Capacity Data:

NWS is not responsible for Pumping Unit Performance in relationship with a well's capacity when data is obtained by others and provided to NWS and/or a recommendation has been made to clean the well by NWS.

17. Unless NWS has a current ongoing agreement with owner to maintain well capacity NWS excludes any guarantee of a well's ability to maintain capacity after a well cleaning or well revitalization.

18. Ingress and Egress: NWS removes Pumping Units and Drills Wells with rubber tire equipment. It is not responsible for cost associated with site access or site reclamation. Provisions shall be specifically included in your quotation for this if included in your proposal.

19. Test Drilling: NWS specifically excludes any guarantees, warranties, or promises regarding the quantity and quality of water produced by the Project.

20. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PROPOSAL OR IN THIS DOCUMENT: (i) NEITHER PARTY HERETO NOR ANY PERSON ACTING ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ACTING ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE PROPOSAL OR THIS DOCUMENT IN ENTERING INTO THIS WAIVER. THIS WAIVER OF CLAIMS INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF ANY CLAIMS REGARDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF MARKETABILITY.

21. The Terms and conditions of work to be performed by NWS are expressly limited to the Proposal and this document. NWS field workers expressly lack the authority to bind NWS, or to amend any term, condition, or scope of performance related to the Proposal. The terms of this document, or the Proposal, shall only be amended by the express written consent of NWS officers, directors, or the sales representative(s) who submitted the Proposal.



Terms and Conditions

The contract price for this project has been calculated based on the current prices for the component materials. However, the market for these materials that are herein specified is i considered to be volatile.

National Water Services, LLC is pleased to quote these services and products for your application. This quotation is valid for **30 DAYS** from the date of this quotation.

Pursuant to General Contractors being provided being furnished quotations from NWS, we understand there is a potential for your award to be delayed up and until the expiration of your Bid Bond - 60 days. As a result NWS shall hold pricing for a 60 day period from the original bid date of the project. Specifically pertaining to material sales on Bid Build Projects, NWS shall furnish to you an itemized quotation separating the quoted components from start up and commissioning. Each shall be invoiced as follows: Material-net 60 day terms from the delivery date. Commissioning and Start Up-net 60 day terms from the event, neither supplied materials or Start Up and Commissioning shall be subject to Retainage.

PRICE AND PAYMENT

Unless otherwise agreed by National Water Services, LLC in writing, prices quoted - special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods will be added to the invoice unless a fully completed and executed tax exemption certificate is received by National Water Services, LLC with the the executed purchase or contract order. Unless otherwise agreed by National Water Services, LLC in writing, payment terms are net thirty (30) days from the date of invoice. CLIENT SHALL PAY A LATE CHARGE OF ONE AND ONE-HALF PERCENT (1.50%) PER MONTH ON ALL AMOUNTS NOT PAID WHEN DUE. Client waives its right to set-off against claims it may have against National Water Services, LLC and acknowledges that it may not suspend its payment obligations. National Water Services, LLC reserves the right to withhold shipment or to require other adequate assurances of performance of Clients payment obligations. Client shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Thank You,

NATIONAL WATER SERVICES, LLC

Acceptance Of The Terms and Conditions

Client:_____

Title:_____

Signature:_____

Project:_____

Date:_____

Purchase Order#_____

NWS Rep:_____



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Clement probation letter 25

May 7th, 2025

Board of Public Works and Safety
Greencastle City Hall
1 N. Locust St.
Greencastle, IN 46135

Board of Public Works and Safety,

I am writing this letter to notify the Board of Public Works and Safety that Officer Jensen Clement will complete her one-year probationary status as a Police Officer for the Greencastle Police Department on May 28th, 2025. I am requesting that her employment status be taken off of probationary effective May 28th, 2025. Thank you for your consideration in this matter.

Respectfully submitted,

Christopher E. Jones
Chief of Police



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. NWS Quote #041025-23 Greencastle WW



April 15, 2025

NWS Quote #041025-23

Attn: Mr. Tom Swenson

Greencastle Wastewater

530 West Columbia Street

Greencastle, IN 46135

tswenson@cityofgreencastle.com

Re: Post Aeration Pumps

Dear Mr. Swenson:

National Water Services, LLC is pleased to provide the following quotation for your consideration.

We will furnish all necessary equipment and personnel to perform the following scope of work:

- Mobilize crew and equipment to the site. Remove one of the pumping units and transport to our facility to be disassembled and inspected.
- We will provide a detailed report outlining our findings along with any recommended repairs and their associated costs. These will include the installation of a mechanical seal in lieu of the existing packing box. ***No repairs will be made without prior approval.***
- As discussed, the discharge head and column piping will be sandblasted and coated with a two-part epoxy ID/OD after being inspected to ensure the integrity of the metal.
- Return with pumping unit, install and provide start up.

Pricing for above scope

\$13,489.00 each pump

Note: Above pricing does not include any recommended repairs, those will be quoted separately.

Additional Services:

- Furnish and install new check valve **while on site** re-installing each repaired pump.

Pricing for check valve

\$2,606.00 each

Note: Check valves are currently in stock and subject to prior sale.

National Water Services, LLC is looking forward to providing these services to Greencastle Wastewater. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us at your convenience.

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WEB; www.national-water.com

15. The Pump removal cost provided in your quotation represents cost associated with removing an intact assembly. If any component of the pumping unit assembly is detached such as the Oil Tube connection(s), line shaft connection(s) and column or drop pipe connection throughout the setting, the removal operation shall be suspended and the end user's representative will be notified. In such an event, NWS's crew will be demobilized, the client/end user will bare the expense of 50% of the original quoted removal cost. NWS's representative will develop a plan for removal of the detached assembly and furnish cost to the client/end user for remobilization, fabricating the retrieval devices and a per hour cost for removal efforts. NWS explicitly excludes any guarantee of success pertaining to retrieval. It also excludes any and all damage to the well, it's pumping unit or attachments during retrieval efforts.

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The contract price for this project has been calculated based on the current prices for the component materials. However, the market for these materials that are herein specified is i considered to be volatile.

National Water Services, LLC is pleased to quote these services and products for your application. This quotation is valid for **30 DAYS** from the date of this quotation.

Pursuant to General Contractors being provided being furnished quotations from NWS, we understand there is a potential for your award to be delayed up and until the expiration of your Bid Bond - 60 days. As a result NWS shall hold pricing for a 60 day period from the original bid date of the project. Specifically pertaining to material sales on Bid Build Projects, NWS shall furnish to you an itemized quotation separating the quoted components from start up and commissioning. Each shall be invoiced as follows: Material-net 60 day terms from the delivery date. Commissioning and Start Up-net 60 day terms from the event, neither supplied materials or Start Up and Commissioning shall be subject to Retainage.

PRICE AND PAYMENT

Unless otherwise agreed by National Water Services, LLC in writing, prices quoted - special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods will be added to the invoice unless a fully completed and executed tax exemption certificate is received by National Water Services, LLC with the the executed purchase or contract order. Unless otherwise agreed by National Water Services, LLC in writing, payment terms are net thirty (30) days from the date of invoice. CLIENT SHALL PAY A LATE CHARGE OF ONE AND ONE-HALF PERCENT (1.50%) PER MONTH ON ALL AMOUNTS NOT PAID WHEN DUE. Client waives its right to set-off against claims it may have against National Water Services, LLC and acknowledges that it may not suspend its payment obligations. National Water Services, LLC reserves the right to withhold shipment or to require other adequate assurances of performance of Clients payment obligations. Client shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Thank You,

NATIONAL WATER SERVICES, LLC

Acceptance Of The Terms and Conditions

Client:_____

Title:_____

Signature:_____

Project:_____

Date:_____

Purchase Order#_____

NWS Rep:_____



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. 2025 Sidewalks Bid Checklist
2. 2025 Sidewalks_Bid Tabulation
3. 2025 Sidewalks_A9_Notice of Award
4. 2025 Sidewalks_A10_Notice to Proceed
5. 2025 Sidewalks_A1-8_Agreement

2025 Greencastle Sidewalks

Bid Opening Checklist

May 19, 2025

Bidder Name	Base Bid	Part 1	Part 2	Part 3	Part 4	Part 5	Part 6	Part 7	Part 8	Part 9	Bond
Owl Creek Construction	\$ 118,140.84	X	X	X	X	X	X	X	X	X	X
Milestone Contractors South	\$ 259,369.00	X	X	X	X	X	X	X	X	X	X

Bid Documents:

Part 1	Bidder Information
Part 2	Proposal (Bid)
Part 3	Contract Items and Unit Prices
Part 4	Contract Documents & Addenda
Part 5	Exceptions
Part 6	Financial Statement *Form 96
Part 7	Additional Declarations
Part 8	Non-Collusion Affidavit
Part 9	Signatures
Bid Bond or Certified Check	

Certified by: _____
 Jeffrey D. Mahan, PE
 City Engineer, City of Greencastle
 One North Locust St., Greencastle, IN 46135

Base Bid:				Engineer's Estimate		OWL CREEK CONSTRUCTION		MILESTONE CONTRACTORS SOUTH	
Item	Description	Units	Qty	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Construction Engineering	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 1,300.00	\$ 1,300.00	\$ 5,000.00	\$ 5,000.00
2	Mobilization and Demobilization	LS	1	\$ 9,800.00	\$ 9,800.00	\$ 3,017.00	\$ 3,017.00	\$ 13,000.00	\$ 13,000.00
3	Clearing Right of Way	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 554.00	\$ 554.00	\$ 44,000.00	\$ 44,000.00
4	Sidewalk Concrete	SY	499	\$ 135.17	\$ 67,449.83	\$ 114.50	\$ 57,135.50	\$ 155.00	\$ 77,345.00
5	Concrete Curb Ramp	SY	38	\$ 279.89	\$ 10,635.82	\$ 147.67	\$ 5,611.46	\$ 470.00	\$ 17,860.00
6	Detectable Warning	SY	14	\$ 1,197.00	\$ 16,758.00	\$ 800.00	\$ 11,200.00	\$ 320.00	\$ 4,480.00
7	Curb and Gutter, Concrete	LF	152	\$ 114.90	\$ 17,464.80	\$ 59.69	\$ 9,072.88	\$ 132.00	\$ 20,064.00
8	PCCP for Approaches, 6 in.	SY	214	\$ 163.33	\$ 34,952.62	\$ 125.00	\$ 26,750.00	\$ 330.00	\$ 70,620.00
9	Restoration of Segment 25-54	SY	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
					\$ -		\$ -		\$ -
	Total Base Bid Amount:				\$ 167,961.07		\$ 118,140.84		\$ 259,369.00

CITY OF GREENCASTLE
NOTICE OF AWARD

Dated: _____

TO: Owl Creek Construction

ADDRESS: 6110 Nurrenbern Rd
Evansville, IN 47712

PROJECT: 2025 SIDEWALKS PROJECT

CONTRACT FOR: Removal and replacement of certain sections of concrete sidewalk within the City of Greencastle.

You are notified that your Bid, dated May 14, 2025 for the above contract has been considered. You are the apparent Successful bidder and will be awarded a contract for completing the construction as outlined in the plans and specifications.

The Contract Price, pursuant to your bid is not to exceed \$ 118,140.84

Contract Documents are attached for your signature. Contract must conform to the specifications listed in the request for proposal.

BOARD OF PUBLIC WORKS AND SAFETY

Lynda Dunbar, Mayor

ACCEPTANCE OF AWARD

Signature

Printed Name

Title

Date

CITY OF GREENCASTLE
NOTICE TO PROCEED

Dated: _____

TO: Owl Creek Construction

ADDRESS: 6110 Nurrenbern Rd
Evansville, IN 47712

PROJECT: 2025 SIDEWALKS PROJECT

This notice is contingent on receipt of all applicable bonds, insurances, permits and funding approval by the City of Greencastle.

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. The project shall be completed by September 30, 2025.

Also, before you may start any Work at the site, you must schedule a preconstruction meeting with city, all utilities, and other interested parties if requested to do so by Andrew Rogers, Commissioner of the Department of Public Works.

CITY OF GREENCASTLE
BOARD OF PUBLIC WORKS AND SAFETY

Lynda Dunbar, Mayor

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

AGREEMENT
City of Greencastle, Indiana

THIS AGREEMENT is made and entered into by and between the City of Greencastle, Indiana, acting by and through its Board of Public Works and Safety (“Owner”) and Owl Creek Construction (“CONTRACTOR”), concerning the 2025 SIDEWALKS PROJECT described more particularly in Appendix A which is attached hereto and incorporated herein by reference.

RECITALS:

- A. The Owner has heretofore caused to be prepared certain plans, specifications and other documents (collectively, the “Contract Documents”) as hereinafter listed pertaining to the Project, and the CONTRACTOR has filed a bid proposal (“Proposal”) to furnish labor, tools, material, equipment and/or services, and to perform the work (“Work”) called for in the Contract Documents pertaining to the Project, upon the terms and for the price(s) therein fully stated and set forth; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth therein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1.0 Contract Documents

- 1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:
 - a. This Agreement, including any attachments hereto;
 - b. All Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Proposal;
 - c. The Specifications;
 - d. The Additional Requirements;
 - e. Notice to Bidders;
 - f. Instructions to Bidders;
 - g. Plans and Drawings;
 - h. Performance, Payment and Maintenance Bonds;
 - i. CONTRACTOR’S Itemized Proposal and Declarations; and

- j. All other documents defined as Contract Documents in any of the above listed documents.
- 1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope and/or extent of Work to be performed or furnished by the CONTRACTOR hereunder, or other rights and obligations of the Owner and/or CONTRACTOR, the provision of a Contract Document expressing the greater quantity, quality or scope of the Work, or imposing a greater obligation upon the CONTRACTOR, or affording a greater right or remedy to Owner, shall govern, without regard to the party who drafted such provision; otherwise, the Documents shall be given precedence in the order as listed in paragraph 1.1 herein above.
- 2.0 Contract Price
 - 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all necessary labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the Owner at the Unit Prices as quoted in the Proposal for a total contract price not to exceed \$118,140.84 Base Bid, subject to any additions or deletions based on actual approved quantities of the respective unit price items, which price the CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the “Contract Items and Unit Prices specification” and other Contract Documents (the “Contract Price”). The CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.
 - 2.2 The above stated Contract Price will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.
- 3.0 Contract Time
 - 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and Owner, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are essential conditions of this Agreement.
 - 3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed to be provided by Owner to CONTRACTOR and that the Work shall be performed regularly, diligently and without interruption at such a rate of progress as will insure “Substantial Completion” of the Project, including completion of performance testing and such remedial work as may be required by the Owner, by the dates specified in the Contract Documents.

- 3.3 The CONTRACTOR and Owner acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions which may befall the CONTRACTOR hereunder.

4. Effective Date

This Agreement shall be deemed effective as of the date and year on which the last of the parties hereto, or their representative, executes same.

5. Miscellaneous Provisions

5.1 Owner's Property

Any and all documentation (other than original tracings and original calculations) generated by CONTRACTOR pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to Owner and to no other person without Owner's prior express written consent. CONTRACTOR shall keep confidential all working and deliberative material pursuant to IC 5-14-3-4, unless disclosure is required by law.

5.2 Termination

Except as expressly stated to the contrary herein, this Agreement may be suspended and/or terminated upon such terms as are set forth in Article 14 of the City of Greencastle, Standard General Conditions for Construction Contracts (the "General Conditions"), as incorporated herein by this reference.

5.3 Binding Effect

Owner and CONTRACTOR and their respective officers, officials, partners, successors, executors, administrators, assigns and legal representatives are bound by this Agreement to the other party hereto and to the officers, officials, partners, successors, executors, administrators, assigns and legal representatives of such other party in all respects as to all covenants, agreements and obligations contained and/or incorporated herein.

5.4 No Third-Party Beneficiaries

Nothing contained herein shall be construed to give any rights or benefits hereunder to anyone other than Owner or CONTRACTOR.

5.5 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and CONTRACTOR, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, CONTRACTOR shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to CONTRACTOR shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of Owner to be paid to CONTRACTOR pursuant to this Agreement.

5.6 Insurance

CONTRACTOR shall maintain such bonds and insurance as are set forth in Article 5 of the General Conditions.

5.7 Indemnification

CONTRACTOR shall indemnify and hold harmless Owner, its officers, officials, employees, agents and legal representatives, from all losses, liabilities, claims, judgments and liens, including, but not limited to, all costs, expenses and attorney fees, arising out of any intentional or negligent act or omission of CONTRACTOR and/or any of its agents, employees, contractors, subcontractors, outside sources and/or other persons in the performance of this Agreement. The failure to do so shall constitute a material breach of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

5.8 Setoff

In addition to any right of setoff provided by law, all amounts due CONTRACTOR shall be considered net of indebtedness of CONTRACTOR to Owner, and Owner may deduct any amounts due or to be come due from CONTRACTOR to Owner from any sums due or to become due from Owner to CONTRACTOR hereunder.

5.9 Government Compliance

CONTRACTOR agrees to comply with all present and future federal, state and local laws, executive orders, rules, regulations, codes and ordinances which may be applicable to CONTRACTOR's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. CONTRACTOR agrees to indemnify and hold harmless Owner from any loss, damage or liability resulting from any violation of such laws, orders, rules, regulations, codes and/or ordinances. This indemnification obligation shall survive the termination of this Agreement.

5.10 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision shall continue in full force and effect.

5.11 Notice.

Any notice, invoice, order or other correspondence required or permitted to be sent under or pursuant to this Agreement shall be in writing and either hand-delivered or sent by postage prepaid, U.S. Certified mail, return receipt requested, addressed to the parties at the following address:

Owner:

City of Greencastle
Board of Public Works and Safety
One North Locust Street
Greencastle, IN 46135
Attention: Andrew Rogers, Commissioner
(with a copy to City Attorney,
Department of Law, same address)

CONTRACTOR:

Owl Creek Construction
6110 Nurrenbern Road
Evansville, IN 47712
Attn: Joann Zeller, President

Notwithstanding the above, a Notice To Cease All Work issued under or pursuant to Paragraph 5.2 hereinabove may be orally given, as long as such notice is thereafter followed by written notice as provided in this Paragraph 5.11 within five (5) business days of the date of such oral notice.

5.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and codes of the City of Greencastle. The parties further agree that, in the event a lawsuit is filed hereunder, they waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Putnam County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

5.13 Waiver

Any delay or partial inaction on the part of Owner in exercising or pursuing any right and/or remedy provided hereunder or by law shall not operate to waive any such rights or remedies.

5.14 Exhibits

All exhibits and/or appendices referenced herein, whether marked "Exhibit", "Appendix", or by some other title, shall be considered a part of this Agreement.

5.15 Prior Agreements

This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto.

5.16 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that such party, in executing this Agreement, has the authority to bind such party or the party which it represents, as the case may be.

5.17 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provisions hereof.

5.18 Advice of Counsel

The parties warrant that they have read this Agreement and understand it, are fully aware of their respective rights, have had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, and enter into this Agreement freely, voluntarily and without any duress, undue influence, coercion or promise of benefit, except as expressly set forth herein.

5.19 Entire Agreement

This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between CONTRACTOR and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 5.10 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

Owner:
CITY OF GREENCASTLE, INDIANA
by and through its *Board of Public Works and
Safety*

CONTRACTOR:

BY: _____

BY: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Date: _____

ATTEST:

Clerk-Treasurer

Date: _____

APPENDIX A

PROJECT: *2025 Sidewalks Project*

WORK: As described by these Contract Documents including: Removal and replacement of certain sections of sidewalk within the City of Greencastle.

Non-pay items incidental to construction may include, but are not limited to:

- utility protection
- backfill stone
- flowable fill
- saw cut
- removals
- pavement repairs
- restoration (topsoil & seeding of disturbed areas as needed)

OWNER’S REPRESENTATIVE: *Andrew Rogers, Commissioner
Department of Public Works & Safety
City of Greencastle
One North Locust Street
Greencastle, IN 46135*



Department Report

MEETING DATE

May 21, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

None