



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

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June 18, 2025 | 4:30 PM  
City Hall  
One North Locust Street, P.O. Box 607  
Greencastle, Indiana 46135

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**AGENDA**

- I. Pledge of Allegiance**
- II. Call to Order; Roll Call**
- III. Special Requests**
  - A. Jared Grable- Hydrant Meter Request
- IV. Emergency Repairs**
- V. Approval of Minutes**
  - A. Approval of Minutes - May 21, 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.
    - i. Report to BOW
  - G. City Attorney - Laurie Robertson Hardwick
  - H. Park & Recreation - Jason Keeney
  - I. Water Department - Rick Denney
- VIII. Old Business**
- IX. New Business**
  - A. Lochmueller Group Contract for Citywide Stormwater Conveyance Study
  - B. Recommendation to City Council of Backflow Ordinance
  - C. 2025 Streets Resurfacing Project
- 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

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

None



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

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

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## **MINUTES**

### **I. Pledge of Allegiance**

### **II. Call to Order; Roll Call**

Mayor Dunbar called the meeting to order at 4:30 pm. Clerk-Treasurer, Mikayla Johnson, called the roll. Thom Morris, Trudy Selvia, and Mayor Dunbar were present.

### **III. Special Requests**

#### **A. Fillmore Sewer Meter Malfunction Discussion**

Trudy Selvia made a motion to adjust the sewer billing for the two high billings in April 2025 and May 2025 to the January-May 2024 average billing of \$12,295.57, seconded by Thom Morris, 3-0, motion carried.

### **IV. Emergency Repairs**

### **V. Approval of Minutes**

#### **A. Approval of Minutes - May 1, 2025**

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

### **VI. Approval of Claims**

#### **A. Water**

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

#### **B. Wastewater**

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

### **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  
Trudy Selvia made a motion to move Scott Mayhew from probationary status to full-time status, effective May 31st 2025, seconded by Thom Morris, 3-0, motion carried.
- B. Police - Jensen Clement promotion from probation to full-time officer  
Thom Morris made a motion to move Jensen Clement from probationary status to full-time status, effective May 28, 2025, seconded by Trudy Selvia, 3-0, motion carried.
- C. Approval of NWS Quote for removal and testing of well pump  
Trudy Selvia made a motion to table this to a special session on Thursday, May 29 at 4:30pm, seconded by Thom Morris, 3-0, motion carried.
- D. Sidewalks  
Thom Morris made a motion to approve the contract with Owl Creek Construction, seconded by Trudy Selvia, 3-0, motion carried.
- E. Toddson Update  
Trudy Selvia made a motion to approve the Mayor to sign the change order for the Toddson/J Mar Drive project with substantial completion of 5/29/2025 and final completion of 6/28/2025, seconded by Thom Morris, 3-0, motion carried.

**X. Adjournment**

Mayor Dunbar made a motion to adjourn at 5:09pm, seconded by Thom Morris, 3-0, motion carried.

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Lynda R. Dunbar, Mayor

ATTEST:

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Mikayla J. Johnson, Clerk - Treasurer



## Department Report

### MEETING DATE

June 12, 2025

### PREPARED BY

Jason Keeney

### MONTHLY HIGHLIGHTS

We had five funerals this month and spent the majority of time preparing for the Memorial Day weekend festivities. On Thursday May 27, many of our local home schoolers were kind enough to brave the cold and rain to put out American flags on our veterans' graves. Thank you so much for all of their help!

### ATTACHMENTS

1. cemeteryscan

## Forest Hill Cemetery

May 31, 2025, Respectfully Submitted.

|          |          |            |        |          |            |
|----------|----------|------------|--------|----------|------------|
| \$500.00 | \$400.00 | \$3,700.00 | \$0.00 | \$750.00 | \$5,350.00 |
|----------|----------|------------|--------|----------|------------|

Superintendent

Forest Hill Cemetery  
**Accounts Payable Voucher**

May 2025

**VENDOR:**

**AMOUNT:**

|                                  |                   |
|----------------------------------|-------------------|
| Keystone Cooperative (01341)     | <b>\$1,643.17</b> |
| Headley Hardware (00825)         | <b>\$1.10</b>     |
| Humphreys Outdoor Power (00865)  | <b>\$198.33</b>   |
| CarQuest (00572)                 | <b>\$103.28</b>   |
| Butler's LP & Fertilizer (00203) | <b>\$140.00</b>   |
| Arab Termite & Pest (03186)      | <b>\$85.00</b>    |
| Fairmount Door (00000)           | <b>\$564.79</b>   |

Allowance of Accounts Payable Vouchers

We have examined the Accounts Payable listed on the foregoing Accounts Payable Voucher Sheet consisting of one (1) page and except for claims not allowed as shown on the voucher, such claims for the month of **May 2025** in the amount of **\$2,735.67** are hereby allowed, dated this day May 1, 2025 by the Forest Hill Cemetery Board.

***Signatures of Governing Board of Forest Hill Cemetery***





## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

# Greencastle Fire Department Monthly Council Report May 2025

## Call Volume

- The department responded to 153 calls for service in May 2025, compared to 155 calls in May 2024, representing a 1.2% decrease year over year.
- Year-to-date, GFD has responded to 755 calls in 2025, compared to 724 calls in 2024—an overall 4.2% increase in total call volume.

## Training & Staffing

- Firefighters completed 539 hours of training during May.
- Four reserve firefighters contributed a combined 51.5 hours of service.

## Personnel Highlights

- **Anniversaries in May:**
  1. Robert Beebe – 12 years (May 2, 2013)
  2. James Shaw – 7 years (May 16, 2018)
  3. Stephen Kerr – 1 year (May 3, 2024)
  4. Scott Mayhew – 1 year (May 31, 2024)
- **Personnel Updates:**
  1. Firefighter Stephen Kerr completed his probationary year and was moved to full-time status on May 3rd.
  2. Firefighter Scott Mayhew completed his probation and transitioned to full-time status

on May 31st.

## **Training Events & Community Engagement**

- Hosted Area 30 Fire & Rescue students for live burn training. Students completed nine live fire scenarios, focusing on teamwork, hose advancement, and fire extinguishment techniques.
- Conducted second quarter live burn training for GFD personnel over three days. Firefighters completed eight dormitory-style fire scenarios, relevant to university housing conditions.
- Student Kory Galloway from Area 30 completed his yearlong internship with the department.
- Hosted the TZ 3rd grade class for their annual station field trip.
- Assisted the Water Department with fire hydrant flushing.

## **Certifications & Recognition**

- Engineer James Shaw completed the Fire Investigator Course, which covers fire cause/origin determination, report writing, scene processing, and evidence handling.
- Engineers James Shaw and Firefighter Grant Bryan graduated from the Putnam County Leadership Academy.
- During EMS Week, Putnam County EMS presented ROSC (Return of Spontaneous Circulation) awards to 8 current GFD firefighters and 2 retired members for successful cardiac arrest interventions resulting in full neurological recovery.

## **Department Initiatives**

- Completed the department's Core Values Project in partnership with Zach Mathews. The values—Honor, Accountability, and Compassion—were selected by members and will guide decision-making and actions across all levels.
- Began development of a Work Performance Evaluation (WPE) with Darrell Mendenhall. The WPE will simulate real fire scene tasks and set a minimum standard for annual firefighter performance evaluations.

## **Community Support**

- Local 5125 is hosting a t-shirt fundraiser benefiting Retired Firefighter Bob Campbell (battling prostate cancer) and IDHS District Manager Stan Frank (battling lung cancer). All proceeds will be split between the two individuals.

## **ATTACHMENTS**

## 1. Dashboard for May Responses

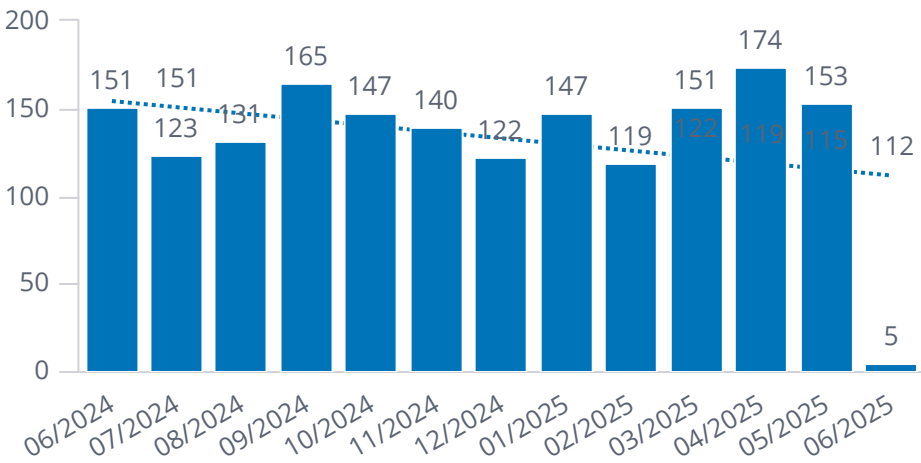
Incidents Last Month

153

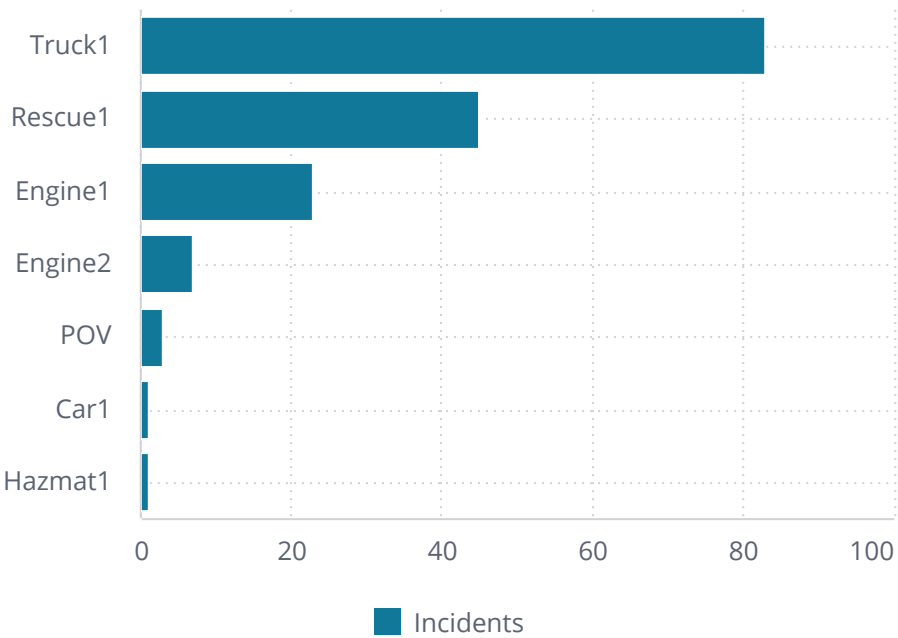
YTD Incidents

749

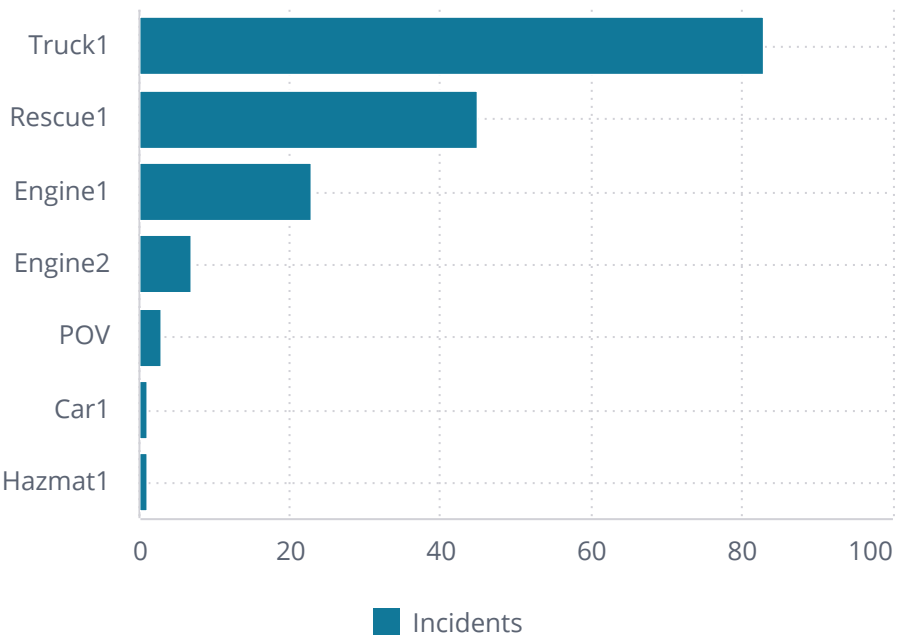
Monthly Incident Trending



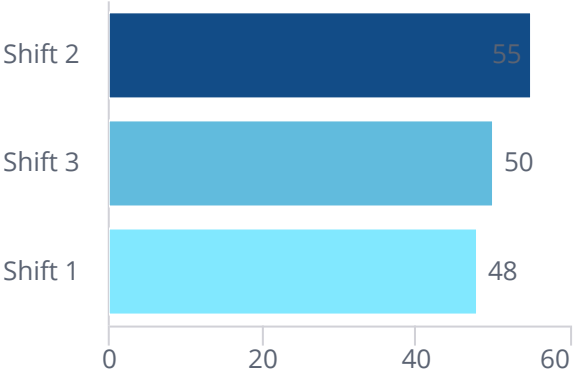
Incidents by Unit Last Month



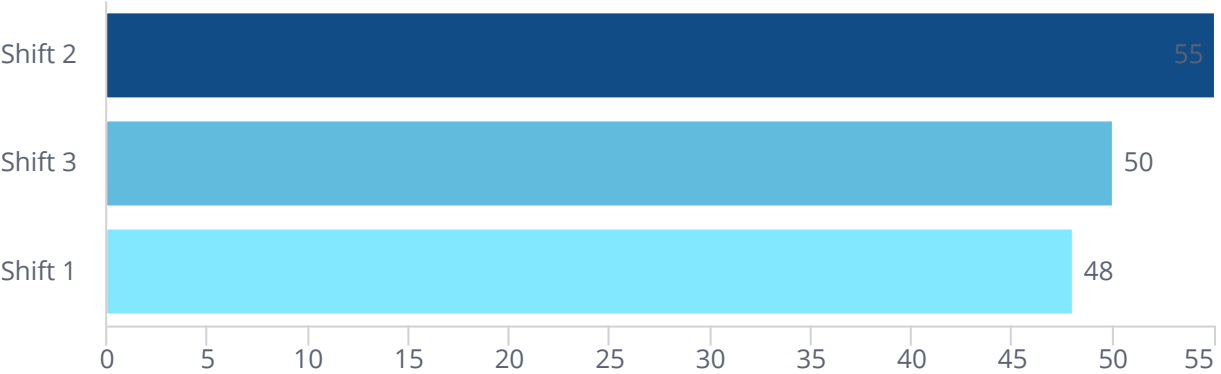
Incidents by Unit This Year



Incidents by Shift Last Month



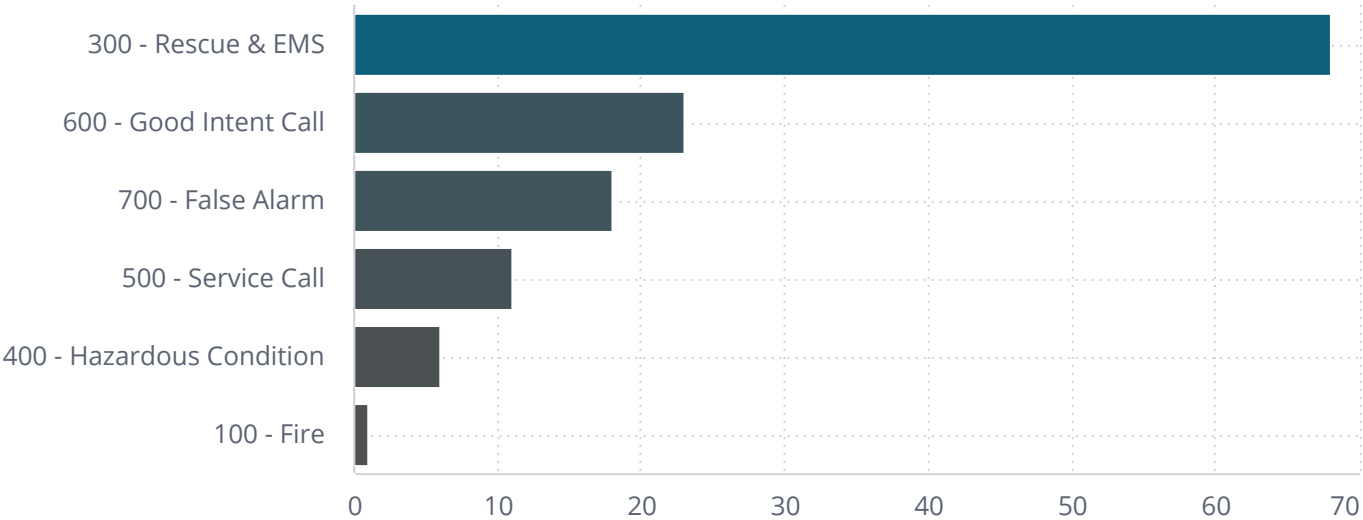
Incidents by Shift This Year



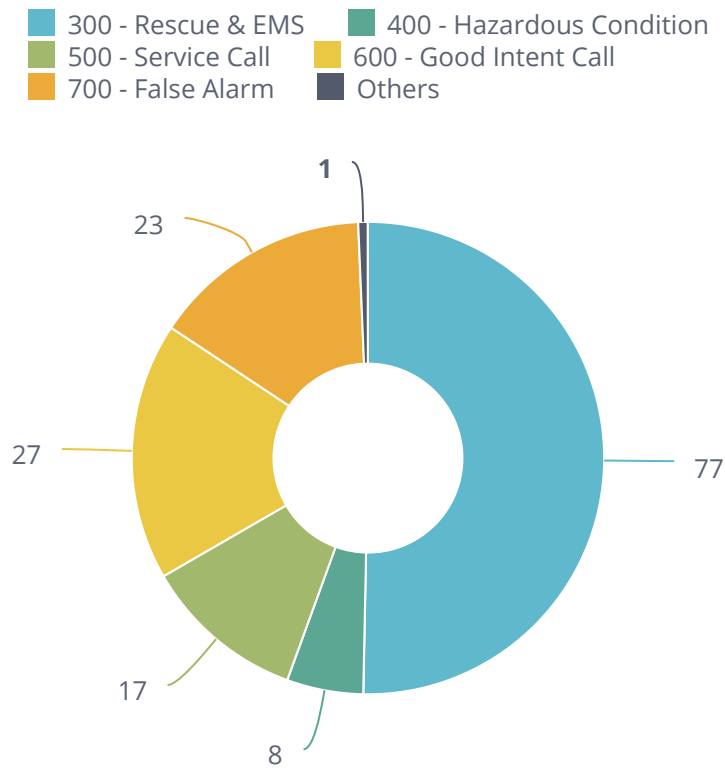
Station Coverage Last Month

127

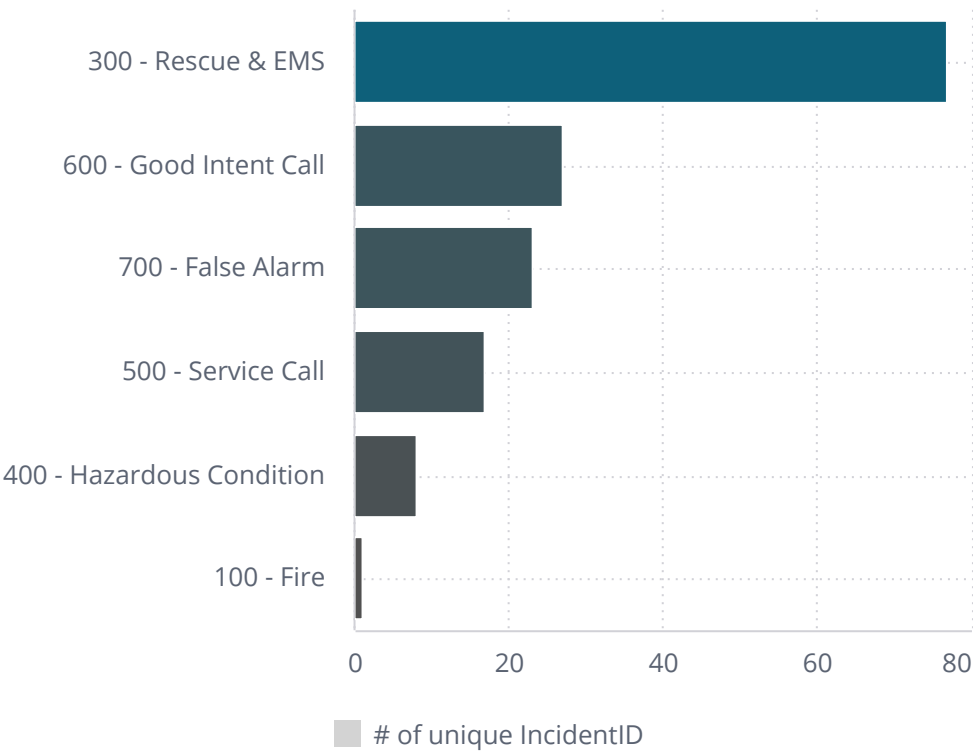
Station Coverage by Type This Month



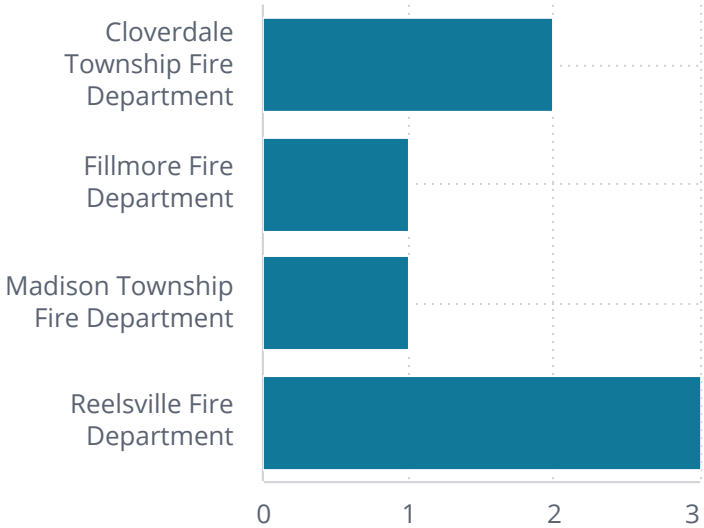
Incidents by Type Last Month



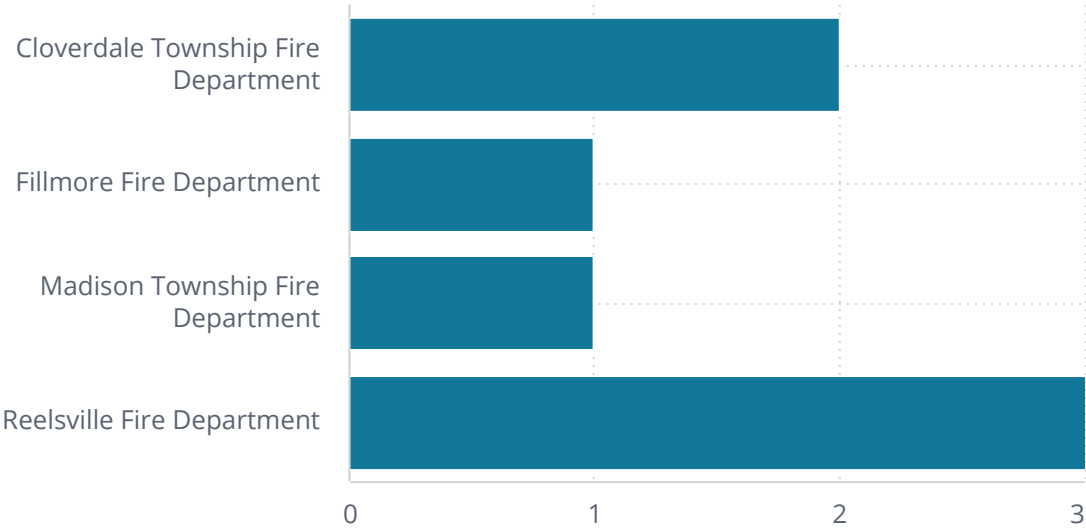
Incidents by Type This Year



Mutual Aid Given Last Month



Mutual Aid Given YTD



## Incident Type Detail Last Month

| Incident Type Group       | Incident Type                                      | Calls |
|---------------------------|----------------------------------------------------|-------|
| 100 - Fire                | Building fire                                      | 1     |
| 300 - Rescue & EMS        | EMS call, excluding vehicle accident with injury   | 17    |
|                           | Medical assist, assist EMS crew                    | 51    |
|                           | Motor vehicle accident with injuries               | 7     |
|                           | Motor vehicle accident with no injuries.           | 1     |
|                           | Motor vehicle/pedestrian accident (MV Ped)         | 1     |
| 400 - Hazardous Condition | Arcing, shorted electrical equipment               | 2     |
|                           | Carbon monoxide incident                           | 1     |
|                           | Gas leak (natural gas or LPG)                      | 3     |
|                           | Oil or other combustible liquid spill              | 1     |
|                           | Power line down                                    | 1     |
| 500 - Service Call        | Assist invalid                                     | 10    |
|                           | Assist police or other governmental agency         | 1     |
|                           | Tree Down                                          | 4     |
|                           | Unauthorized burning                               | 2     |
| 600 - Good Intent Call    | Authorized controlled burning                      | 1     |
|                           | Dispatched & canceled en route                     | 18    |
|                           | HazMat release investigation w/no HazMat           | 4     |
|                           | No incident found on arrival at dispatch address   | 3     |
|                           | Smoke scare, odor of smoke                         | 1     |
| 700 - False Alarm         | Alarm system activation, no fire - unintentional   | 21    |
|                           | Smoke detector activation, no fire - unintentional | 2     |



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

None



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

None



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

## Summary Report for May 2025



### Department of Public Works

#### Sign Work:

1. Installed or replaced 9- poles, 7- one way signs, 1- do not enter, 1- no outlet, 2- stop signs, 6- breakaways, 1- 30 MPH sign and 1- all way this month.
2. Put out small American flags at trees on VMH for memorial weekend.
3. Put up sunshine and welcome banners on light poles.

#### Mechanical:

1. 12' Chevy 3500: Changed oil and filter. Found the frame rusted in to.
2. 16' F-550: Changed oil and filter.
3. John Deere 5520: Replaced battery.
4. 11' F-650: Rewired air compressor.
5. Mayor's car: Rotated tires and changed oil and filter.
6. Elgin Sweeper: Replaced sprockets and chain to conveyer.
7. I3240 Kubota: Replaced leaking fuel line.
8. Shop: Purchased safety glasses.

#### Sweeping:

1. Swept downtown 4 times and city streets 3 times driving 121 miles, used 600 gallons of water, 45 gallons of diesel and picked up 59.5 yards of debris this month.

#### Storm Work:

1. Cleaned city drains 2 times this month collecting 1 ton of debris.

#### Patching:

1. Regraded N. College 2 times this month using 7 tons of gravel.
2. Patched city streets 7 times this month using 5.5 tons of CMA.
3. Patched N. College and Frasier streets using 30.42 tons of HMA.
4. Used small Vac. from utilities to clean out sludge from pit to the drain under College St.

#### Mowing:

1. Mowed and weedeated 1 time at the Cemetery.
2. Mowed and weedeated VMH3 times this month.
3. Mowed city right of ways 2 times and DPW 3 times this month.

#### Tree Work:

1. Cut up a fallen tree on Albin Pond Road hauling off 2 truckloads.
2. Planted 1 tree at the YMCA.
3. Trimmed back trees for line of sight.

#### Thermo:

1. Put down 132' of stop block and 25' of 4" this month.

#### Misc:

1. Sprayed city right of ways and VMH with round-up.
2. Removed carpet and glue on floor at City Hall.
3. Removed old piano from downtown.
4. Picked up trash from 2 homes for trash day.

Made lists of faded crosswalk lines and stop blocks.

#### ATTACHMENTS

None





## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

1. Report to Council & BOW

**2025**

|                                           | JAN   | FEB   | MAR   | APRIL | MAY   | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | YEARLY<br>AVERAGE |
|-------------------------------------------|-------|-------|-------|-------|-------|------|------|-----|------|-----|-----|-----|-------------------|
| AVERAGE DAILY FLOW IN (M.G.D.)            | 1.501 | 1.449 | 1.448 | 3.016 | 1.768 |      |      |     |      |     |     |     | 1.836             |
| YEARLY<br>TOTAL                           |       |       |       |       |       |      |      |     |      |     |     |     |                   |
| DAYS ABOVE DESIGN FLOW                    | 0     | 0     | 0     | 8     | 1     |      |      |     |      |     |     |     | 9                 |
| DAYS OF OVERFLOW AT PLANT                 | 0     | 0     | 0     | 0     | 0     |      |      |     |      |     |     |     | 0                 |
| RAIN INDUCED OVERFLOW COL. SYSTEM         | 0     | 0     | 0     | 1     | 0     |      |      |     |      |     |     |     | 1                 |
| MECH/ELECT ISSUE CAUSING OVERFLOW         | 0     | 0     | 0     | 0     | 0     |      |      |     |      |     |     |     | 0                 |
| SEWER CALLS BLOCKAGE IN CITY LINES        | 0     | 0     | 0     | 0     | 0     |      |      |     |      |     |     |     | 0                 |
| EMERGENCY REPAIRS MADE                    | 0     | 0     | 0     | 0     | 0     |      |      |     |      |     |     |     | 0                 |
| OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES | 0     | 0     | 0     | 0     | 0     |      |      |     |      |     |     |     | 0                 |
| SEWER LINE CLEANED (FOOTAGE)              | 340   | 2,039 | 1,971 | 1,484 | 2,788 |      |      |     |      |     |     |     | 8,622             |
| LOCATES                                   | 135   | 188   | 246   | 344   | 408   |      |      |     |      |     |     |     | 1,321             |
| TAP PERMITS                               | 0     | 0     | 0     | 0     | 0     |      |      |     |      |     |     |     | 0                 |
| SEWER LINES TELEVIEWED (FOOTAGE)          | 0     | 320   | 947   | 2,589 | 2,388 |      |      |     |      |     |     |     | 6,244             |

**2024**

|                                           | JAN   | FEB   | MAR   | APRIL | MAY   | JUNE  | JULY  | AUG   | SEPT  | OCT   | NOV   | DEC   | YEARLY<br>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             |
| YEARLY<br>TOTAL                           |       |       |       |       |       |       |       |       |       |       |       |       |                   |
| 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            |



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

1. Report to Council & BOW

2025

|                                | JAN   | FEB   | MAR   | APRIL | MAY   | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | YEARLY<br>AVERAGE |
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| YEARLY<br>TOTAL                |       |       |       |       |       |      |      |     |      |     |     |     |                   |

|                                           |     |       |       |       |       |  |  |  |  |  |  |  |       |
|-------------------------------------------|-----|-------|-------|-------|-------|--|--|--|--|--|--|--|-------|
| DAYS ABOVE DESIGN FLOW                    | 0   | 0     | 0     | 8     | 1     |  |  |  |  |  |  |  | 9     |
| DAYS OF OVERFLOW AT PLANT                 | 0   | 0     | 0     | 0     | 0     |  |  |  |  |  |  |  | 0     |
| RAIN INDUCED OVERFLOW COL. SYSTEM         | 0   | 0     | 0     | 1     | 0     |  |  |  |  |  |  |  | 1     |
| MECH/ELECT ISSUE CAUSING OVERFLOW         | 0   | 0     | 0     | 0     | 0     |  |  |  |  |  |  |  | 0     |
| SEWER CALLS BLOCKAGE IN CITY LINES        | 0   | 0     | 0     | 0     | 0     |  |  |  |  |  |  |  | 0     |
| EMERGENCY REPAIRS MADE                    | 0   | 0     | 0     | 0     | 0     |  |  |  |  |  |  |  | 0     |
| OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES | 0   | 0     | 0     | 0     | 0     |  |  |  |  |  |  |  | 0     |
| SEWER LINE CLEANED (FOOTAGE)              | 340 | 2,039 | 1,971 | 1,484 | 2,788 |  |  |  |  |  |  |  | 8,622 |
| LOCATES                                   | 135 | 188   | 246   | 344   | 408   |  |  |  |  |  |  |  | 1,321 |
| TAP PERMITS                               | 0   | 0     | 0     | 0     | 0     |  |  |  |  |  |  |  | 0     |
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2024

|                                | JAN   | FEB   | MAR   | APRIL | MAY   | JUNE  | JULY  | AUG   | SEPT  | OCT   | NOV   | DEC   | YEARLY<br>AVERAGE |
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| YEARLY<br>TOTAL                |       |       |       |       |       |       |       |       |       |       |       |       |                   |

|                                           |     |       |       |       |       |       |       |       |       |       |       |       |        |
|-------------------------------------------|-----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| 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 |



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

None



## Department Report

### MEETING DATE

June 12, 2025

### PREPARED BY

Jason Keeney

### MONTHLY HIGHLIGHTS

This month was extremely busy with wrapping up the pool filter/surge pit installation, training for operations of our new filtration system, preparing the pool for filling with water. There are still a handful of minor tasks, including painting and storage space utilization, that we are working on with the pool/pool house as the season moves along. Early in May we discovered that some of the plumbing in the Bob York Splash pad had issues with leaking at joints and pipes were corroded so we spent a large part of the month repairing portions of the plumbing. The initial water tests for the pool returned with positive results and we were able to open the pool on Memorial Day with a line of people waiting for the pool doors to open. Attendance in May was phenomenal (near records) with the kids enjoying that water, even though the director thinks it is far too cold to be swimming! The mowing has taken off in earnest and our maintenance guys are working hard to tame the grass. Ashley received confirmation that the school will be providing Summer feeding again at the park which will be utilized by our SPARK kids!

### ATTACHMENTS

1. Mayparkclaims
2. Emeraldpalace



## **Emerald Palace Playground v2.0 Robe-Ann Park**

**Greencastle, IN**

25 years ago our community built an amazing playground in Robe-Ann Park in Greencastle, IN. The playground has been engaged by thousands of children over those years and the time has come for us to upgrade and enhance this playground for the next generation of children that come to our park in Putnam County.

The Greencastle Parks and Recreation Department, City of Greencastle and myself are spearheading this endeavor. With your renewed contribution, we can continue to engage Putnam County children for years to come with Emerald Palace 2.0!

We would be delighted if you would consider purchasing a component for the playground upgrade. All equipment will be on a first come, first served basis. If you want to purchase a component or have additional questions, please feel free to call or contact me at the following: [emeraldpalace2.0@icloud.com](mailto:emeraldpalace2.0@icloud.com) or by phone/text at 765-720-7607.

Payment for the component can be by check, cash or the online invoicing system through the City of Greencastle. Once you make your commitment, we will discuss the payment method that works best for you.

Attached you will find the upgraded design and the Component Sales List for the playground equipment. As we did 25 years ago, there will be a build week where Leather's will come and lead us in upgrading our playground for the next generation of children and grand children that are READY TO PLAY!

Sincerely

Denise Sigworth  
Representative, City of Greencastle - Emerald Palace Playground 2.0  
[emeraldpalace2.0@icloud.com](mailto:emeraldpalace2.0@icloud.com)  
765-720-7607

# Emerald Palace Playground Project 2.0

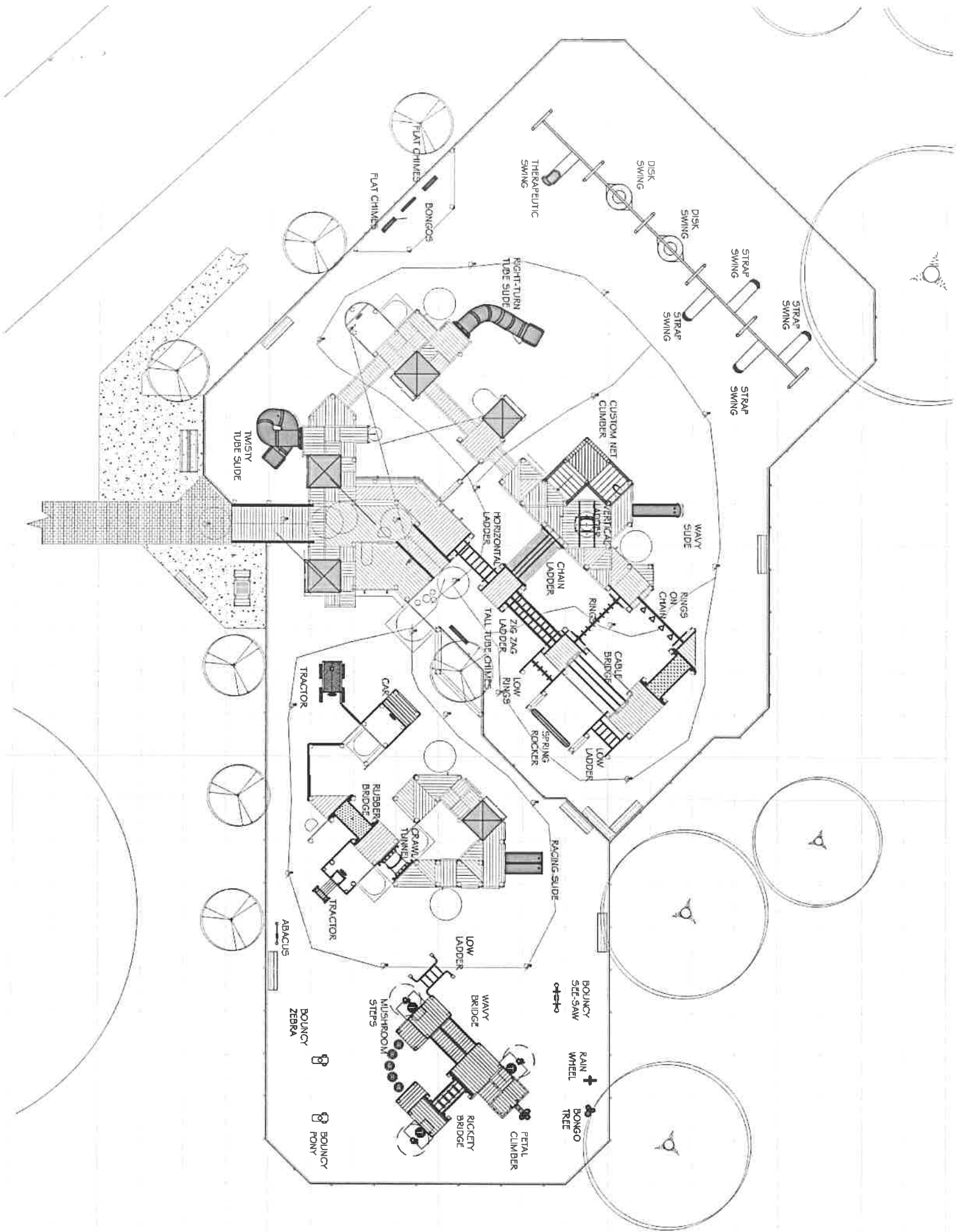
## Equipment List

|                                 |      |         |                                    |          |         |
|---------------------------------|------|---------|------------------------------------|----------|---------|
| *Therapeutic Swing.....         |      | \$1,250 | Rubber Bridge .....                |          | \$1,750 |
| *Disk Swing 1 .....             |      | \$1,700 | *Racing Slide.....                 |          | \$6,500 |
| *Disk Swing 2 .....             |      | \$1,700 | *Crawl Tunnel.....                 |          | \$3,250 |
| *Strap Swing 1                  | SOLD | \$600   | *Abacus .....                      |          | \$2,750 |
| *Strap Swing 2                  | SOLD | \$600   | *Bouncy Zebra                      | SOLD     | \$950   |
| *Strap Swing 3 .....            |      | \$600   | *Bouncy Pony                       | SOLD     | \$950   |
| *Strap Swing 4 .....            |      | \$600   | *Mushroom Steps                    | SOLD     | \$4,500 |
| *Flat Chimes 1 .....            |      | \$1,300 | Low Ladder #2 .....                |          | \$2,500 |
| *Flat Chimes 2 .....            |      | \$1,300 | Wavy Bridge .....                  |          | \$2,000 |
| *Bongos .....                   |      | \$1,100 | *Bouncy See Saw .....              |          | \$2,700 |
| Right Turn Tube Slide .....     |      | \$7,500 | *Rain Wheel .....                  |          | \$1,500 |
| *Custom Net Climber .....       |      | \$3,500 | *Bongo Tree.....                   |          | \$1,750 |
| Wavy Slide .....                |      | \$5,000 | *Petal Climber .....               |          | \$2,000 |
| Vertical Ladder/Tree Fort ..... |      | \$1,500 | Rickety Bridge                     | SOLD     | \$1,500 |
| Rings on Chain                  | SOLD | \$1,250 | Puppet Playhouse .....             |          | \$1,500 |
| Rings .....                     |      | \$1,000 | Rocket .....                       |          | \$1,500 |
| Chain Ladder.....               |      | \$1,700 | Wheelchair Ramping.....            |          | \$1,750 |
| Horizontal Ladder .....         |      | \$2,300 | Seating .....                      |          | \$2,000 |
| Twisty Tube Slide.....          |      | \$9,500 | Number Cubes                       | SOLD     | \$600   |
| Tractor #1                      | SOLD | \$3,500 | Fire pole .....                    |          | \$1,000 |
| Tractor #2.....                 |      | \$3,500 | Chin Up Pipe.....                  |          | \$300   |
| Car .....                       |      | \$3,500 | Low Ladder 1 .....                 |          | \$2,500 |
| Low Rings.....                  |      | \$1,300 | Benches (5)                        | (5) SOLD | \$200   |
| Tall Tube Chimes .....          |      | \$1,250 | Castle                             | SOLD     | \$4,000 |
| Cable Bridge/Chain .....        |      | \$2,000 | Balance Chains/Spring Rocker ..... |          | \$2,125 |
| Zig Zag Ladder.....             |      | \$3,500 | Tic Tac Toe                        | SOLD     | \$400   |

Equipment marked "\*" are brand new items that will be added to the playground. All of the equipment listed above is for sale on a first-come basis.

If you would like to purchase a Playground Component or would like additional information, please Call or Email:

Denise Sigworth 765-720-7607  
email: EmeraldPalace2.0@icloud.com



**Greencastle Parks & Recreation Department**  
**Accounts Payable Voucher Docket**  
**Wednesday, June 4, 2025**  
**(For business of May 2025)**

| <u>Vendor</u>            | <u>Description</u>              | <u>Amount</u> |
|--------------------------|---------------------------------|---------------|
| Arab Termite & Pest      | Quarterly Service               | \$ 75.00      |
| CarQuest                 | Resin Quart                     | \$ 28.49      |
| Headley Hardware         | Repair Parts                    | \$ 1,162.64   |
| Black Lumber             | Insulation & Lumber             | \$ 319.95     |
| Visa Card Services       | Red Cross, Supplies, Home Depot | \$ 1,091.50   |
| Humphrey's               | Weedeater String                | \$ 67.99      |
| Spear Aquatics           | Chemicals and Plumbing Parts    | \$ 3,965.37   |
| Keystone Cooperative     | Diesel & Regular Unleaded       | \$ 528.08     |
| Butler's LP              | Pond Treatment                  | \$ 120.00     |
| Gordon Food              | Concessions Food                | \$ 2,611.41   |
| Share Corp               | Algae Cleaner                   | \$ 61.64      |
| Hutch's Body Shop        | Door Lock & Door Repair         | \$ 425.25     |
| James Thornton -Softball | Sanctions & Balls               | \$ 1,135.00   |
| Spear Aquatics Early Buy | Chemicals                       | \$ 5,894.02   |
| S5 Security              | Security Monitoring             | \$ 29.95      |

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**Total General Operation Expenses \$ 17,516.29**

**Allowance of Account Payable Vouchers**

We have examined the Accounts Payable of the foregoing Accounts Payable Voucher Docket(s) consisting of 1 page(s) and, except for claims not allowed as shown on this docket, such claims are hereby allowed in the total amount of **\$17,648.67** dated **June 4, 2025**.

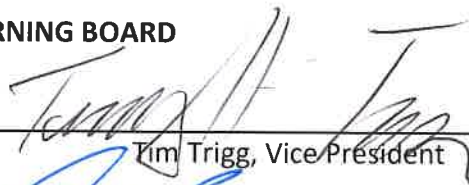
**SIGNATURES OF THE GOVERNING BOARD**



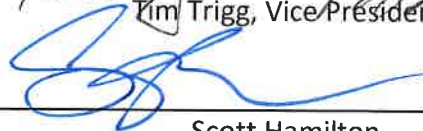
Cathy Merrell, President



Doug Hutchison



Tim Trigg, Vice President



Scott Hamilton



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

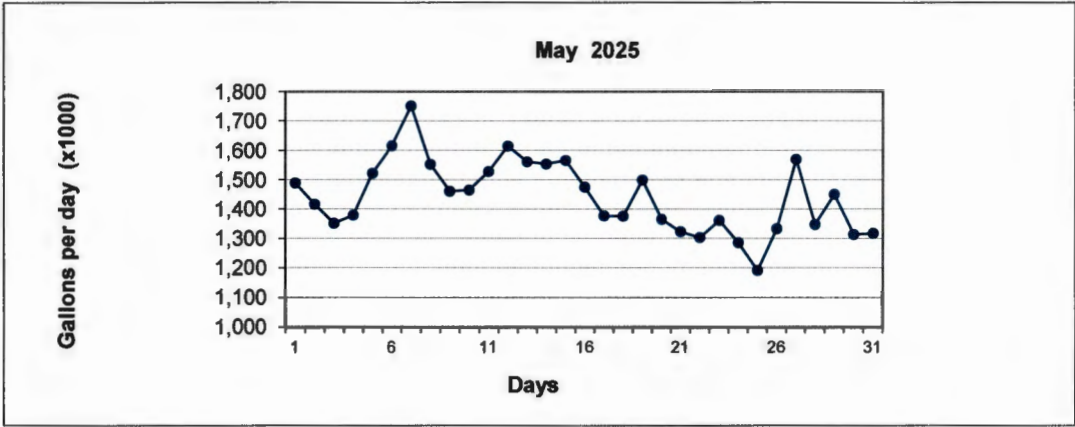
1. 2025\_05 Monthly Report

Greencastle Utilities

Monthly Report

May 2025

|           |                       |   |
|-----------|-----------------------|---|
| Gallons   |                       |   |
| 1,442,133 | Average daily pumpage |   |
| 1,751,339 | Peak Day              | 7 |
| 1,191,254 | Minimum Day           |   |



| Utility Repairs & Statistics    | Number | Brief Description                                  |
|---------------------------------|--------|----------------------------------------------------|
| Water main leaks - ( 4" - 12" ) | 1      | 6" cast iron main near 409 Howard St.              |
| Service line leaks              | 4      |                                                    |
| Other                           | 1      | Leak on the PC Museum service line.                |
| Fire hydrant flushing           | 423    | Water & Fire Departments intermittingly for 3 days |
| Water main tie-ins              | 6      | N Jackson St project                               |
|                                 |        |                                                    |
|                                 |        |                                                    |
| Work Orders                     | 190    |                                                    |
| Meter Change-Outs               | 87     |                                                    |
| IUPPS line locates              | 408    |                                                    |
| Total active accounts           | 3725   |                                                    |
| Disconnects for non-payment     | 40     |                                                    |
|                                 |        |                                                    |

| Month     | Calendar Month Pumpage | Known Water Usage / Loss | Gallons Sold | Unaccountable Water | Peak Day Gallons | Peak Day |
|-----------|------------------------|--------------------------|--------------|---------------------|------------------|----------|
| 2025      |                        |                          |              |                     |                  |          |
| January   | 43,075,631             | 555,056                  | 30,936,532   | 20.5%               | 1,576,089        | 28       |
| February  | 42,688,191             | 500,814                  | 29,569,188   | 21.3%               | 1,696,459        | 13       |
| March     | 45,094,715             | 525,163                  | 30,031,452   | 24.8%               | 1,564,515        | 6        |
| April     | 44,175,740             | 1,664,639                | 32,223,092   | 21.1%               | 1,724,622        | 28       |
| May       |                        |                          |              |                     |                  |          |
| June      |                        |                          |              |                     |                  |          |
| July      |                        |                          |              |                     |                  |          |
| August    |                        |                          |              |                     |                  |          |
| September |                        |                          |              |                     |                  |          |
| October   |                        |                          |              |                     |                  |          |
| November  |                        |                          |              |                     |                  |          |
| December  |                        |                          |              |                     |                  |          |
| YTD       | Totals:                | 175,034,277              | 3,245,672    | 122,760,264         |                  |          |

| May 2025 |                       | Chlorine              |           |        |       | Fluoride |       | Polyphosphate |          | Iron   |          | Manganese |          | Backwash |          | Water Temp |            | pH                    |      | Chlorine | Testing |          |       |         |  |      |  |      |  |
|----------|-----------------------|-----------------------|-----------|--------|-------|----------|-------|---------------|----------|--------|----------|-----------|----------|----------|----------|------------|------------|-----------------------|------|----------|---------|----------|-------|---------|--|------|--|------|--|
| 3.55%    | Adjusted              | SCADA                 | Plant Tap |        | D.S.  |          |       |               |          |        |          |           |          |          |          |            |            |                       |      | Lagoon   | Done By |          |       |         |  |      |  |      |  |
| 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        | 1,488.80              | 1,543.60              | 28        | 1.35   | 1.52  | 0.46     | 0.64  | 38            | 0.60     | 22     | 0.75     | 0.18      | 0.03     | 0.0      | 0.1      |            |            |                       | 13.1 | 13.1     | 7.41    | 7.56     |       | RD      |  |      |  |      |  |
| 2        | 1,416.37              | 1,468.50              | 27        | 1.31   | 1.49  | 1.29     | 1.44  | 32            | 0.78     | 23     | 0.76     | 0.19      | 0.01     | 0.0      | 0.0      |            |            |                       | 13.2 |          | 7.37    | 7.57     |       | RD      |  |      |  |      |  |
| 3        | 1,351.17              | 1,400.90              | 28        | 1.30   | 1.47  | 0.70     | 0.86  | 24            | 0.71     | 35     | 0.81     | 0.19      | 0.02     | 0.0      | 0.0      |            |            |                       | 13.3 | 13.0     | 7.32    | 7.52     |       | MC      |  |      |  |      |  |
| 4        | 1,378.27              | 1,429.00              | 31        | 1.29   | 1.41  | 1.19     | 1.36  | 35            | 0.60     | 8      | 0.88     | 0.14      | 0.01     | 0.0      | 0.0      | 2          | 255        | 49.3                  | 14.4 | 14.4     | 7.36    | 7.58     |       | KW      |  |      |  |      |  |
| 5        | 1,521.69              | 1,577.70              | 26        | 1.39   | 1.53  | 1.28     | 1.41  | 25            | 0.57     | 22     | 0.69     | 0.20      | 0.03     | 0.1      | 0.0      |            |            |                       | 12.8 | 13.0     | 7.40    | 7.57     |       | RD      |  |      |  |      |  |
| 6        | 1,616.31              | 1,675.80              | 31        | 1.28   | 1.47  | 1.16     | 3.21  | 38            | 0.59     | 26     | 0.61     | 0.18      | 0.01     | 0.1      | 0.0      |            |            |                       | 13.0 | 13.3     | 7.34    | 7.55     |       | RD      |  |      |  |      |  |
| 7        | 1,751.34              | 1,815.80              | 25        | 1.10   | 1.27  | 0.88     | 1.14  | 32            | 0.57     | 36     | 0.64     | 0.20      | 0.00     | 0.1      | 0.1      |            |            |                       | 13.2 | 13.4     | 7.38    | 7.51     |       | RD      |  |      |  |      |  |
| 8        | 1,552.75              | 1,609.90              | 21        | 1.02   | 1.26  | 0.61     | 0.83  | 35            | 0.68     | 28     | 0.66     | 0.18      | 0.02     | 0.1      | 0.2      |            |            |                       | 13.2 | 13.3     | 7.40    | 7.54     |       | RD      |  |      |  |      |  |
| 9        | 1,459.96              | 1,513.70              | 23        | 0.88   | 1.00  | 1.82     | 1.87  | 25            | 0.65     | 18     | 0.64     | 0.18      | 0.02     | 0.1      | 0.2      |            |            |                       | 13.2 | 13.3     | 7.43    | 7.50     |       | RD      |  |      |  |      |  |
| 10       | 1,464.98              | 1,518.90              | 24        | 1.08   | 1.17  | 0.83     | 0.97  | 26            | 0.59     | 11     | 0.78     | 0.37      | 0.03     | 0.1      | 0.1      |            |            |                       | 14.2 |          | 7.25    | 7.51     |       | KW      |  |      |  |      |  |
| 11       | 1,527.58              | 1,583.80              | 30        | 1.12   | 1.42  | 0.61     | 0.79  | 39            | 0.59     | 23     | 0.71     | 0.21      | 0.02     | 0.1      | 0.2      |            |            |                       | 14.3 | 13.6     | 7.38    | 7.66     |       | MC      |  |      |  |      |  |
| 12       | 1,614.38              | 1,673.80              | 27        | 1.16   | 1.35  | 1.24     | 1.31  | 29            | 0.63     | 26     | 0.65     | 0.16      | 0.03     | 0.2      | 0.2      |            |            |                       | 13.6 | 13.7     | 7.37    | 7.58     |       | RD      |  |      |  |      |  |
| 13       | 1,561.14              | 1,618.60              | 24        | 1.16   | 1.30  | 1.20     | 1.33  | 38            | 0.65     | 22     | 0.65     | 0.18      | 0.04     | 0.2      | 0.0      |            |            |                       | 13.6 | 13.8     | 7.38    | 7.53     |       | RD      |  |      |  |      |  |
| 14       | 1,553.52              | 1,610.70              | 24        | 1.00   | 1.15  | 0.99     | 1.18  | 33            | 0.64     | 20     | 0.71     | 0.16      | 0.01     | 0.1      | 0.1      | 3          | 257        | 64.4                  | 13.7 | 13.7     | 7.41    | 7.59     |       | RD      |  |      |  |      |  |
| 15       | 1,565.38              | 1,623.00              | 21        | 1.02   | 1.19  | 1.06     | 1.21  | 26            | 0.61     | 22     | 0.58     | 0.20      | 0.02     | 0.1      | 0.2      |            |            |                       | 13.9 | 14.0     | 7.39    | 7.65     |       | RD      |  |      |  |      |  |
| 16       | 1,473.95              | 1,528.20              | 27        | 1.09   | 1.20  | 0.55     | 0.73  | 35            | 0.73     | 22     | 0.74     | 0.18      | 0.02     | 0.1      | 0.0      |            |            |                       | 14.0 | 14.1     | 7.41    | 7.58     |       | MC      |  |      |  |      |  |
| 17       | 1,376.15              | 1,426.80              | 22        | 1.03   | 1.31  | 0.45     | 0.68  | 32            | 0.72     | 20     | 0.72     | 0.19      | 0.01     | 0.1      | 0.0      |            |            |                       | 13.8 | 13.8     | 7.36    | 7.52     |       | MC      |  |      |  |      |  |
| 18       | 1,375.67              | 1,426.30              | 22        | 1.02   | 1.45  | 0.53     | 0.63  | 35            | 0.73     | 22     | 0.81     | 0.18      | 0.01     | 0.1      | 0.2      |            |            |                       | 13.7 | 13.8     | 7.36    | 7.49     |       | MC      |  |      |  |      |  |
| 19       | 1,498.74              | 1,553.90              | 24        | 1.09   | 1.26  | 1.02     | 1.20  | 39            | 0.73     | 24     | 0.69     | 0.19      | 0.00     | 0.2      | 0.2      |            |            |                       | 13.7 | 13.9     | 7.31    | 7.51     |       | RD      |  |      |  |      |  |
| 20       | 1,364.67              | 1,414.90              | 22        | 1.04   | 1.24  | 1.09     | 1.22  | 23            | 0.60     | 24     | 0.70     | 0.18      | 0.00     | 0.0      | 0.1      |            |            |                       | 13.7 | 14.1     | 7.31    | 7.50     |       | RD      |  |      |  |      |  |
| 21       | 1,322.52              | 1,371.20              | 25        | 1.08   | 1.22  | 1.12     | 1.29  | 33            | 0.60     | 20     | 0.70     | 0.18      | 0.02     | 0.1      | 0.1      |            |            |                       | 13.8 | 13.8     | 7.45    | 7.55     |       | ERP     |  |      |  |      |  |
| 22       | 1,302.65              | 1,350.60              | 26        | 1.10   | 1.27  | 1.16     | 1.36  | 27            | 0.54     | 24     | 0.64     | 0.18      | 0.01     | 0.0      | 0.0      |            |            |                       | 13.7 | 13.7     | 7.40    | 7.52     |       | ERP     |  |      |  |      |  |
| 23       | 1,361.01              | 1,411.10              | 23        | 1.23   | 1.31  | 1.16     | 1.25  | 21            | 0.48     | 10     | 0.57     | 0.27      | 0.00     | 0.2      | 0.1      |            |            |                       | 13.9 | 14.0     | 7.40    | 7.50     |       | ERP     |  |      |  |      |  |
| 24       | 1,285.58              | 1,332.90              | 25        | 1.06   | 1.30  | 0.48     | 0.63  | 43            | 0.64     | 24     | 0.81     | 0.17      | 0.01     | 0.0      | 0.0      |            |            |                       | 13.8 | 14.6     | 7.37    | 7.51     |       | MC      |  |      |  |      |  |
| 25       | 1,191.25              | 1,235.10              | 22        | 1.13   | 1.29  | 0.51     | 0.70  | 26            | 0.68     | 16     | 0.65     | 0.24      | 0.02     | 0.1      | 0.2      |            |            |                       | 13.9 | 13.9     | 7.33    | 7.39     |       | ERP     |  |      |  |      |  |
| 26       | 1,333.42              | 1,382.50              | 19        | 1.13   | 1.17  | NS       | NS    | 26            | 0.72     | 20     | 0.65     | 0.20      | 0.01     | 0.2      | 0.2      |            |            |                       | 14.1 | 14.1     | 7.26    | 7.41     |       | ERP     |  |      |  |      |  |
| 27       | 1,569.05              | 1,626.80              | 30        | 1.16   | 1.29  | NS       | NS    | 35            | 0.84     | 25     | 0.82     | 0.21      | 0.01     | 0.2      | 0.2      | 1          | 275        | 64.4                  | 13.9 | 14.1     | 7.41    | 7.58     |       | RD      |  |      |  |      |  |
| 28       | 1,347.60              | 1,397.20              | 24        | 1.15   | 1.27  | 1.15     | 1.30  | 25            | 0.66     | 21     | 0.70     | 0.18      | 0.01     | 0.1      | 0.1      |            |            |                       | 13.9 | 14.1     | 7.45    | 7.58     |       | SM      |  |      |  |      |  |
| 29       | 1,449.45              | 1,502.80              | 28        | 1.17   | 1.32  | 0.86     | 1.03  | 35            | 0.76     | 25     | 0.70     | 0.16      | 0.01     | 0.1      | 0.0      | 2          | 247        | 55.7                  | 13.9 | 14.1     | 7.41    | 7.57     |       | SM      |  |      |  |      |  |
| 30       | 1,313.75              | 1,362.10              | 23        | 1.17   | 1.31  | 0.78     | 0.95  | 31            | 0.69     | 22     | 0.87     | 0.19      | 0.01     | 0.1      | 0.0      |            |            |                       | 14.0 | 14.8     | 7.44    | 7.59     |       | SM      |  |      |  |      |  |
| 31       | 1,317.02              | 1,365.50              | 25        | 1.01   | 1.21  | 1.12     | 1.21  | 32            | 0.68     | 22     | 0.87     | 0.17      | 0.02     | 0.0      | 0.0      |            |            |                       | 14.1 | 14.6     | 7.46    | 7.50     |       | SM      |  |      |  |      |  |
| Gallons  |                       |                       | 777.0     |        | 1.1   |          | 1.3   |               | 973      |        | 0.55     |           |          |          |          |            | 233,800.0  |                       |      |          |         |          |       |         |  |      |  |      |  |
| Average  |                       | 1,442,133             |           |        |       |          |       | 0.94          |          | 1.16   |          | Avg       |          | 0.65     |          | Avg        |            | 58,450.0              |      | 13.7     |         | 13.8     |       | 7.38    |  | 7.54 |  | 0.00 |  |
| Peak     |                       | 1,751,339             |           | Day: 7 |       |          |       | 1.82          |          | 3.21   |          | Max       |          | 0.84     |          | Max        |            | 64,400.0              |      | 14.4     |         | 14.8     |       | 7.46    |  | 7.66 |  | 0.00 |  |
| Minimum  |                       | 1,191,254             |           | 7      |       |          |       | 0.45          |          | 0.63   |          | Min       |          | 0.48     |          | Min        |            | 49,300.0              |      | 12.8     |         | 13.0     |       | 7.25    |  | 7.39 |  | 0.00 |  |



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

1. 125-1025-00W Agr with City

## AGREEMENT

THIS **AGREEMENT** (the “**AGREEMENT**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between **City of Greencastle**, acting by and through its proper officials, hereinafter referred to as “**CLIENT**”, and **Lochmueller Group, Inc.**, hereinafter referred to as “**CONSULTANT**”.

### WITNESSETH

WHEREAS, the **CLIENT** desires to contract for Professional **SERVICES**, and

WHEREAS, **CONSULTANT** has expressed a willingness to perform said services,

WHEREAS, the parties hereto agree that **CONSULTANT** shall provide the services and documents hereinafter described, in relation to the following described project: Citywide Stormwater Conveyance Study (the “**PROJECT**”).

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

#### SECTION I      BASIC SERVICES BY CONSULTANT

The basic services to be provided by **CONSULTANT** under this **AGREEMENT** are as set forth in **APPENDIX “A”** (“**SERVICES**”) attached hereto and incorporated herein by reference.

#### SECTION II      INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the **CLIENT** are as set forth in **APPENDIX “B”** attached hereto and incorporated herein by reference.

#### SECTION III      SCHEDULE

The **CONSULTANT** shall deliver the **SERVICES** to the **CLIENT** in accordance with the Schedule set forth in **APPENDIX “C”** attached hereto and incorporated herein by reference. The **CLIENT** agrees that **CONSULTANT** is not responsible for damages arising directly or indirectly from delays for causes beyond **CONSULTANT**’s control. In addition, if the delays resulting from any such causes increase the cost or time by **CONSULTANT** to perform its **SERVICES** in an efficient manner, **CONSULTANT** shall be entitled to a reasonable adjustment in schedule and compensation.

#### SECTION IV      COMPENSATION

The **CONSULTANT** shall receive payment for the **SERVICES** performed under this **AGREEMENT** as set forth in **APPENDIX “D”** attached hereto and incorporated herein by reference.

## SECTION V      GENERAL PROVISIONS

### 1.0      **WORK OFFICE**

The **CONSULTANT** shall perform the **SERVICES** at its offices or at such other locations as may be necessary or appropriate.

### 2.0      **SUBCONSULTANTS**

If the **CLIENT** requests that **CONSULTANT** subcontract certain geotechnical services on behalf of the **CLIENT**, **CONSULTANT** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT's** assurance that the **CLIENT** will make no claim to bring any action at law or inequity against **CONSULTANT** as a result of this subcontracted service. The **CLIENT** understands that **CONSULTANT** is neither trained nor knowledgeable in the procedures or results of the subconsultant's services and the **CLIENT** shall not rely upon **CONSULTANT** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **CONSULTANT** harmless from any damage, liability, or cost (including attorneys' fees and costs of defense) arising from the services performed by this subconsultant except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **CONSULTANT**.

### 3.0      **STANDARDS OF PERFORMANCE**

3.1      The standard of care for all professional services performed or furnished by **CONSULTANT** under this **AGREEMENT** shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Notwithstanding any clause in this **AGREEMENT** to the contrary, nothing shall be construed as imposing on the **CONSULTANT** any greater obligation than to exercise the Standard of Care. The **CONSULTANT** shall not be liable for the cost of any omission that adds value to the **PROJECT**. **CONSULTANT** makes no warranties, express or implied, under this **AGREEMENT** or otherwise, in connection with **CONSULTANT's SERVICES**.

3.2      **CONSULTANT** shall be responsible for the technical accuracy of its **SERVICES** and documents resulting therefrom, and **CLIENT** shall not be responsible for discovering deficiencies therein. **CONSULTANT** shall correct any deficiencies **CLIENT** discovers without additional compensation except to the extent such action is directly attributable to deficiencies in **CLIENT**-furnished information.

3.3      **CONSULTANT** shall perform or furnish professional services in all phases of the **PROJECT** to which this **AGREEMENT** applies. The **CONSULTANT** shall serve as **CLIENT's** prime professional for the **PROJECT**. **CONSULTANT** may employ such subconsultants as **CONSULTANT** deems necessary to assist in the performance or furnishing of the **SERVICES**. **CONSULTANT** shall not be required to employ any

subconsultants unacceptable to **CONSULTANT**.

- 3.4 **CONSULTANT** and **CLIENT** shall comply with applicable laws and regulations as generally applied to the services rendered in the locale of the project as of its Effective Date. Changes to these requirements after the Effective Date of this **AGREEMENT** may be the basis for modifications to the **CLIENT's** responsibilities or to the **CONSULTANT's** scope of services, time of performance, or compensation.
- 3.5 **CLIENT** shall be responsible for, and **CONSULTANT** may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by **CLIENT** to **CONSULTANT** pursuant to this **AGREEMENT**. The **CONSULTANT** may use such requirements, reports, data, and information in performing or furnishing services under this **AGREEMENT**.
- 3.6 **CONSULTANT** shall not be required to sign any documents, no matter by whom requested, that would result in **CONSULTANT's** having to certify, guarantee or warrant the existence of conditions whose existence **CONSULTANT** cannot ascertain. **CLIENT** agrees not to make resolution of any dispute with **CONSULTANT** or payment of any amount due to **CONSULTANT** in any way contingent upon **CONSULTANT's** signing any such certification.
- 3.7 **CONSULTANT** shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except **CONSULTANT's** own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by **CLIENT** without consultation and advice of **CONSULTANT**.
- 3.8 All opinions of the probable construction cost to be provided by **CONSULTANT** shall represent the professional judgment of **CONSULTANT** based upon the information currently available and upon **CONSULTANT's** background and experience with respect to projects of this nature. It is recognized, however, that neither **CONSULTANT** nor the **CLIENT** has control over the cost of labor, materials, or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, **CONSULTANT** cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this **AGREEMENT**.

#### 4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, **CONSULTANT** and **CLIENT** shall designate specific individuals to act as **CONSULTANT's** and **CLIENT's** representatives with respect to the **SERVICES** to be performed or furnished by **CONSULTANT** and responsibilities of **CLIENT** under this **AGREEMENT**. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the **PROJECT** on behalf of each respective party.

#### 5.0 OWNERSHIP OF DOCUMENTS

The **CLIENT** acknowledges the **CONSULTANT's** documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of **CONSULTANT's** and the **CONSULTANT's** instruments of professional services. Nevertheless, the final documents prepared under this **AGREEMENT** shall become the property of the **CLIENT** upon completion of the services and payment in full of all monies due to **CONSULTANT**. During the performance of the **SERVICES** provided for, **CONSULTANT** shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the **SERVICES** during the progress of the documents shall be available to the **CLIENT**. The **CLIENT** agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the **CONSULTANT**, its officers, directors, employees and subconsultants (collectively, "**CONSULTANT**") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by **CLIENT** or any person or entity that acquires or obtains the documents from or through the **CLIENT** without the written authorization of **CONSULTANT**.

Under no circumstances shall the transfer of ownership of **CONSULTANT's** drawings, specifications, electronic files or other instruments of service be deemed a sale by **CONSULTANT**, and **CONSULTANT** makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of **CONSULTANT's** copyrights in any of the foregoing, full ownership of which shall remain with **CONSULTANT**, absent **CONSULTANT's** express prior written consent.

#### 6.0 ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. **CLIENT** agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

## 7.0 ACCESS TO RECORDS

**CONSULTANT** and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this **AGREEMENT** and for three (3) years from the date of final payment under the terms of this **AGREEMENT**, for inspection by the **CLIENT** and copies thereof shall be furnished if requested.

## 8.0 ALLOCATION OF RISKS – INDEMNIFICATION

8.1 To the fullest extent permitted by law, **CONSULTANT** shall indemnify and hold harmless **CLIENT**, **CLIENT's** officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of **CONSULTANT** or **CONSULTANT's** officers, directors, partners, employees, and its subconsultants in the performance and furnishing of **CONSULTANT's** services under this **AGREEMENT**.

8.2 To the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **CONSULTANT**, **CONSULTANT's** officers, directors, partners, employees and **CONSULTANT's** subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of **CLIENT** or **CLIENT's** officers, directors, partners, employees, and **CLIENT's** consultants with respect to this **AGREEMENT** or the **PROJECT**.

8.3 To the fullest extent permitted by law, **CONSULTANT's** total liability to **CLIENT** and anyone claiming by, through, or under **CLIENT** for any cost, loss, or damages caused in part by the negligence of **CONSULTANT** and in part by the negligence of **CLIENT** or any other negligent entity or individual, shall not exceed the percentage share that **CONSULTANT's** negligence bears to the total negligence of **CLIENT**, **CONSULTANT**, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 11.0 of Section V of this **AGREEMENT**.

8.4 In addition to the indemnity provided under Paragraph 8.2 above, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **CONSULTANT** and its officers, directors, partners, employees, and **CONSULTANT's** consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 8.4 shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**8.5** **CONSULTANT** shall not be responsible for the means, methods, and techniques of any construction contractor in the prosecution of its work on a project for which **CONSULTANT** provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

**8.6** **CLIENT** and **CONSULTANT** further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

**8.7** Notwithstanding any other provisions of this **AGREEMENT** to the contrary, **CONSULTANT's** officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to **CONSULTANT's** performance or non-performance of the **AGREEMENT**. The **CLIENT** will look solely to **CONSULTANT** for its remedy for any claim arising out of or related to this **AGREEMENT**.

## **9.0 STATUS OF CLAIMS**

The **CONSULTANT** shall be responsible for keeping the **CLIENT** currently advised as to the status of any claims made for damages against the **CONSULTANT** which are known resulting from **SERVICES** performed under this **AGREEMENT**. **CONSULTANT** shall send notice of claims related to **SERVICES** under this **AGREEMENT** to **CLIENT** within thirty (30) days.

#### 10.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between **CLIENT** and **CONSULTANT** during the course of the **PROJECT**, or following completion of the **PROJECT**, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this **AGREEMENT**, or the **PROJECT** shall be submitted to non-binding mediation pursuant to A.D.R. Rule 2 of the Indiana Rules for Alternative Dispute Resolution. If the parties are not able to settle the dispute through mediation, the parties shall submit the dispute to litigation before a Private Judge in accordance with the then current Indiana Rules for Alternative Dispute Resolution as they apply to Private Judge litigation.

#### 11.0 INSURANCE

**11.1 CONSULTANT - CONSULTANT** shall procure and maintain, until final payment by **CLIENT** for the **SERVICES** covered by this **AGREEMENT**, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this **AGREEMENT** whether performed by it or by its subcontractor. **CONSULTANT** shall furnish a certificate or certificates in a form satisfactory to **CLIENT**, showing that this section has been complied with. During the term of this **AGREEMENT**, **CONSULTANT** shall furnish **CLIENT** with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall ensure that the policies shall not be changed or canceled until ten (10) days' written notice has been given to the **CLIENT**. In the event that such written notice of change or cancellation is given, the **CLIENT** may, at its option, terminate this **AGREEMENT** and no further compensation shall, in such case, be made to the **CONSULTANT**.

The kinds and amounts of insurance required are as follows:

- Policy covering the obligations of **CONSULTANT** in accordance with the provisions of Worker's Compensation law. This **AGREEMENT** shall be void and of no effect unless the **CONSULTANT** procures such a policy and maintains it until acceptance of the **SERVICES**.
- Commercial General Liability Insurance (naming the **CLIENT** as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

**11.2 CLIENT** - The **CLIENT** shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, Comprehensive General Liability including property damage, and other specific insurance coverage warranted for the **PROJECT** in amounts appropriate to the **PROJECT** value and risks. **CONSULTANT** shall be named as additional insured on those policies where the **CONSULTANT** may be at risk. The **CLIENT** shall obtain the counsel of others in setting insurance limits for construction contracts.

## **12.0 CHANGES IN THE SERVICES**

In the event the **CLIENT** requires a change in the **SERVICES**, after the **SERVICES** have progressed as directed by the **CLIENT**, adjustments in compensation to **CONSULTANT**, and in time for performance of the **SERVICES** as modified, shall be determined by the **CLIENT** in consultation with **CONSULTANT** and **CONSULTANT** shall not commence the change of scope of the **SERVICES** until an amendment to this agreement is executed and **CONSULTANT** is authorized to proceed with the changes of scope in writing by the **CLIENT**.

## **13.0 TERMINATION**

The obligation to provide further services under this **AGREEMENT** may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this **AGREEMENT** are terminated, **CONSULTANT** shall, upon final payment of compensation due to the **CONSULTANT**, deliver to the **CLIENT** all data, reports, drawings, specifications, and estimates completed or partially completed, and these shall become the property of the **CLIENT**. The earned value of the **SERVICES** performed shall be based upon an estimate of the portions of the total services as have been rendered by **CONSULTANT** to the date of termination and which estimate shall be as made by the **CLIENT** in consultation with **CONSULTANT** for all **SERVICES** to be paid for on a lump sum basis.

## **14.0 NON-DISCRIMINATION**

Pursuant to I.C. 22-9-1-10, **CONSULTANT**, and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in performance of the **SERVICES** under this **AGREEMENT**, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the **AGREEMENT**.

## **15.0 SUCCESSORS AND ASSIGNEES**

The **CLIENT**, insofar as authorized by law, binds itself and its successors, and **CONSULTANT** binds its successors, executors, administrators, and assignees, to the

other party of this **AGREEMENT** and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this **AGREEMENT**. **CLIENT** may not assign this **AGREEMENT**, or any right, interests, claim, chose in action, defense, or privilege under this **AGREEMENT** without the written consent of the other party and any such purported assignment in violation of this provision is void ab initio. Subcontracting to subconsultants, normally contemplated by the **CONSULTANT** as a generally accepted business practice, shall not be considered an assignment for the purposes of this **AGREEMENT**.

#### 16.0 ENTIRE AGREEMENT – AMENDMENTS

This **AGREEMENT**, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This **AGREEMENT** may only be amended, supplemented, or modified by a written document executed in the same manner as this **AGREEMENT**.

#### 17.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by **CLIENT** or **CONSULTANT** as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this **AGREEMENT**, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this **AGREEMENT** shall be deemed waived and no breach of this **AGREEMENT** excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

#### 18.0 DURATION OF AGREEMENT

If the basic **SERVICES** covered in this **AGREEMENT** have not been completed in accordance with the Schedule set forth in **APPENDIX “C”** of this **AGREEMENT**, through no fault of **CONSULTANT**, extension of **CONSULTANT’s** services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

#### 19.0 FORCE MAJEURE

Neither party to this **AGREEMENT** shall be liable to the other party for delays in performing the Scope of **SERVICES**, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, disease, or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

#### 20.0 HAZARDOUS ENVIRONMENTAL CONDITION

20.1 **CLIENT** represents to **CONSULTANT** that to the best of its knowledge a Hazardous Environmental Condition does not exist.

- 20.2 **CLIENT** has disclosed to the best of its knowledge to **CONSULTANT** the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity, and location.
- 20.3 If a Hazardous Environmental Condition is encountered or alleged, **CONSULTANT** shall have the obligation to notify **CLIENT** and, to the extent of applicable laws and regulations, appropriate government officials.
- 20.4 If **CONSULTANT's** scope of services does not include any services related to a Hazardous Environmental Condition and in the event **CONSULTANT** or any other party encounters a Hazardous Environmental Condition, **CONSULTANT** may, at its option and without liability for consequential or any other damages, suspend performance of **SERVICES** on the portion of the **PROJECT** affected thereby until **CLIENT**: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.
- 20.5 **CLIENT** acknowledges that **CONSULTANT** is performing professional services for **CLIENT** and that **CONSULTANT** is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with **CONSULTANT's** activities under this **AGREEMENT**.
- 20.6 If **CONSULTANT's** services under this **AGREEMENT** cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify **CONSULTANT's** terminating this **AGREEMENT** for cause on thirty (30) day notice.

## 21.0 NOTICES

All written notices required by this **AGREEMENT** shall be sent to the parties at the following addresses by certified mail, return receipt requested:

|                           |                                                                                           |
|---------------------------|-------------------------------------------------------------------------------------------|
| If to <b>CONSULTANT</b> : | Lochmueller Group, Inc.<br>6200 Vogel Road<br>Evansville, Indiana 47715                   |
| If to <b>CLIENT</b> :     | City of Greencastle<br>1 North Locust Street<br>PO Box 607<br>Green Castle, Indiana 46135 |

## 22.0 GOVERNING LAW

Where permitted by law, this **AGREEMENT** shall be interpreted and enforced according

to the laws of the State of which the project resides, without resort to its conflict of laws rules.

### 23.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The **CONSULTANT** affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The **CONSULTANT** shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **CONSULTANT** is not required to participate should the E-Verify program cease to exist. Additionally, the **CONSULTANT** is not required to participate if the **CONSULTANT** is self-employed and does not employ any employees. Also, pursuant to I.C. 22-5-1.7, **CONSULTANT** must execute an affidavit affirming that the **CONSULTANT** does not knowingly employ an unauthorized alien and confirm **CONSULTANT's** enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the **CLIENT** prior to the execution of this **AGREEMENT**.

The **CONSULTANT** shall not knowingly employ or contract with an unauthorized alien. The **CONSULTANT** shall not retain an employee or contract with a person that the **CONSULTANT** subsequently learns is an unauthorized alien.

The **CONSULTANT** shall require his/her/its subcontractors, who perform work under this **AGREEMENT**, to certify to the **CONSULTANT** that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program. The **CONSULTANT** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **CLIENT** may terminate for default if the **CONSULTANT** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **CLIENT**.

### 24.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this **AGREEMENT**, **CONSULTANT** shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the **CLIENT**.

### 25.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause, or provision of this **AGREEMENT** shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this **AGREEMENT**.

### 26.0 HEADINGS

Headings in this **AGREEMENT** are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this **AGREEMENT**.

### 27.0 NON-COLLUSION

The below-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of **CONSULTANT**, that it

has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this **AGREEMENT** other than that which appears upon the face of the **AGREEMENT**.

IN WITNESS WHEREOF, the parties have hereunto executed this **AGREEMENT** effective the day and year first written above.

**LOCHMUELLER GROUP, INC.**

*David A. Henkel*

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David A. Henkel, PE, PTOE  
Regional Leader – Central Indiana

**CITY OF GREENCASTLE**

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Lynda R. Dunbar  
Mayor

## APPENDIX "A"

### PROJECT DESCRIPTION

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The project consists of a desktop review of major drainageways within the City of Greencastle, identification of known storm sewer outfalls, field inspection of major outfalls and culvert structures, conceptual evaluation of the capacity and condition of all major structures, and preliminary recommendations for improvements and maintenance.

### SCOPE OF SERVICES

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#### 1.0 PROJECT MANAGEMENT

- 1.1 Provide project management and coordination services.
- 1.2 Prepare up to six (6) written project progress reports and submit reports to the CLIENT monthly.

#### 2.0 DATA GATHERING

- 2.1 Conduct a kickoff meeting with the **CLIENT**.
- 2.2 Coordinate with the **CLIENT** and Putnam County Surveyor, as needed.
- 2.3 Conduct a records request from INDOT archives for historic plans. Review existing data, including the following:
  - GIS records
  - Historic plans
  - Flood insurance studies and maps
  - Soils maps
  - Rainfall data
- 2.4 Conduct field visits to observe and document size, shape, material, average approximate grade, end treatments, flow direction, and condition of existing crossing structures (assumes 86 roadway structures and 14 railroad structures, for a total of 100 crossing structures as shown on EXHIBIT "1", attached hereto and incorporated herein by reference) and to observe the existing condition of the Fillmore Road and Houck Road areas of drainage concerns. Document crossing structure observations with at least 3 photos per structure. A maximum of 200 manhours are included in this item, which includes:
  - 24 manhours to prepare maps and equipment for field work
  - 280 manhours to conduct field work (assumes 3-person crew for 5 working days and 2-person crew for 10 working days)
  - 16 manhours to download collected data

### 3.0 PRIORITY CROSSING STRUCTURE ANALYSIS

- 3.1 Identify up to 10 crossing structures (priority crossing structures) to be analyzed for approximate conveyance capacity.
- 3.2 Approximate road and railroad elevations, crossing structure length and skew, and channel cross sections using aerial photography and Lidar data for each priority crossing structure.
- 3.3 Generate a StreamStats Report for each priority crossing structure, identifying contributing drainage area and peak flows for the 4% (25-year), 2% (50-year), and 1% (100-year) annual exceedance probability (AEP) storm events for conveyance under interior local, collector, or arterial streets without roadway overtopping, in accordance with the City of Greencastle Stormwater Technical Standards Manual. Detailed hydrologic calculations are not included in this scope. It is understood that StreamStats is not available for all stormwater conveyances and provides an estimate of drainage area and peak flows which would require additional evaluation for detailed design.
- 3.4 Evaluate normal tailwater conditions or utilize existing available information to assume the tailwater condition for each priority crossing structure. It is assumed that no joint probability analysis will be required. No hydraulic modeling of downstream ditches or creeks is included in this scope.
- 3.5 Analyze estimated capacity in each existing priority crossing structure using HY-8 v7.2 or similar hydraulic modeling software.
- 3.6 Perform conceptual evaluation of up to two (2) preliminary proposed crossing structure alternatives using HY-8 v7.2 or similar hydraulic modeling software for each priority crossing structure. Preliminary proposed crossing structure sizing for replacement or rehabilitation will be determined based on conceptual level calculations for backwater, roadway serviceability freeboard, and allowable velocity in accordance with Figure 203-2C of the Indiana Design Manual.

### 4.0 STORMWATER PLANNING STUDY

- 4.1 Report the results of the Priority Structure Analysis in a summary table, including the following:
  - Approximate drainage area
  - Estimated peak flows
  - Existing capacity
  - Existing condition
  - Proposed improvements alternatives of each priority crossing structure
- 4.2 Group priority crossing structure improvements into capital improvement projects. Provide preliminary evaluation of anticipated easement, utility, permitting, and constructability requirements. Develop a life cycle cost analysis

and conceptual exhibits for each project.

- 4.3 Review and update the following capital improvement project analyses and recommendations. Update preliminary evaluation of anticipated easement, utility, permitting, and constructability requirements for each project. Develop a life cycle cost analysis and conceptual exhibits for each of the following:

- College Avenue, Cassada Drive, and Paradise Lane
- Walnut Street
- National Guard Armory
- Indianapolis Road/Percy Julian Drive Intersection
- Fillmore Road
- The Avenues Neighborhood
- Eagle Valley Subdivision – Houck Road

- 4.4 Prepare a Stormwater Planning Study report that summarizes the conceptual priority crossing structure analysis and capital improvement project recommendations. The Stormwater Planning Study report will include the following:

- Introduction and Purpose
- Analysis Criteria and Methodology
- Existing Conditions
- Recommendations for Improvements and Further Analysis
- Summary and Conclusions
- Appendices, including maps and exhibits and preliminary opinion of probable cost

- 4.5 Perform quality control and quality assurance reviews of calculations and report.

- 4.6 Submit one (1) hard copy and 1 electronic (PDF) copy of draft report.

- 4.7 Conduct a draft report review meeting for **CLIENT** feedback.

- 4.8 Incorporate feedback and submit one (1) hard copy and one (1) electronic (PDF) copy of final report.

## 5.0 ADDITIONAL SERVICES, AS AUTHORIZED

- 5.1 Perform additional services, as directed in writing by the **CLIENT**.

5.1.1 Conduct additional field visits to observe the existing condition of drainage concerns.

5.1.2 Analyze capital improvement project needs and develop recommendations for additional areas. Provide preliminary evaluation of anticipated easement, utility, permitting, and constructability requirements. Develop a life cycle cost analysis and conceptual exhibits for each project.

## 6.0 SERVICES NOT BEING PROVIDED UNDER THIS AGREEMENT

Any services not specifically included above are not included in CONSULTANT's Scope of Basic Services being provided under this Agreement. The services not being provided under this Agreement include, but are not limited to, the following:

### 6.1 Items 1.0-4.0

- 6.1.1 Geotechnical Investigation Services
- 6.1.2 Utility Coordination
- 6.1.3 Permitting Services or Application Fees
- 6.1.4 Land and/or Easement Acquisition Services
- 6.1.5 Public Outreach
- 6.1.6 Bidding Phase Services
- 6.1.7 Construction Administration Services
- 6.1.8 Resident Project Representation (Inspection) Services
- 6.1.9 Detailed hydrologic calculations
- 6.1.10 No hydraulic modeling of downstream ditches or creeks

### 6.2 Item 5.0

- 6.2.1 Topographic Survey Data Collection
- 6.2.2 Detailed Hydrologic Analysis or Detailed Hydraulic Modeling (e.g. HEC-RAS)
- 6.2.3 Design and Plan Development

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## APPENDIX “B”

### INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

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N/A

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## APPENDIX "C"

### SCHEDULE

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**CONSULTANT** shall promptly commence **SERVICES** upon receipt of a notice to proceed (NTP) and shall complete the **SERVICES** in accordance with the schedule set forth below:

Date Gathering within 60 days from NTP

Draft Report within 150 days from NTP

Final Report with 30 days from receipt of CLIENT feedback

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## APPENDIX "D"

### COMPENSATION

#### 1.0 AMOUNT OF PAYMENT

1.1 The **CONSULTANT** shall receive compensation for such professional services under Items 1.0 thru 4.0 of **APPENDIX "A"** of this **AGREEMENT** on a lump sum basis in accordance with the lump schedule below.

|       |                                           |              |
|-------|-------------------------------------------|--------------|
| 1.1.1 | Project Management.....                   | \$7,400.00   |
| 1.1.2 | Data Gathering.....                       | \$50,200.00  |
| 1.1.3 | Priority Crossing Structure Analysis..... | \$31,300.00  |
| 1.1.4 | Stormwater Planning Study.....            | \$47,500.00  |
|       | TOTAL.....                                | \$136,400.00 |

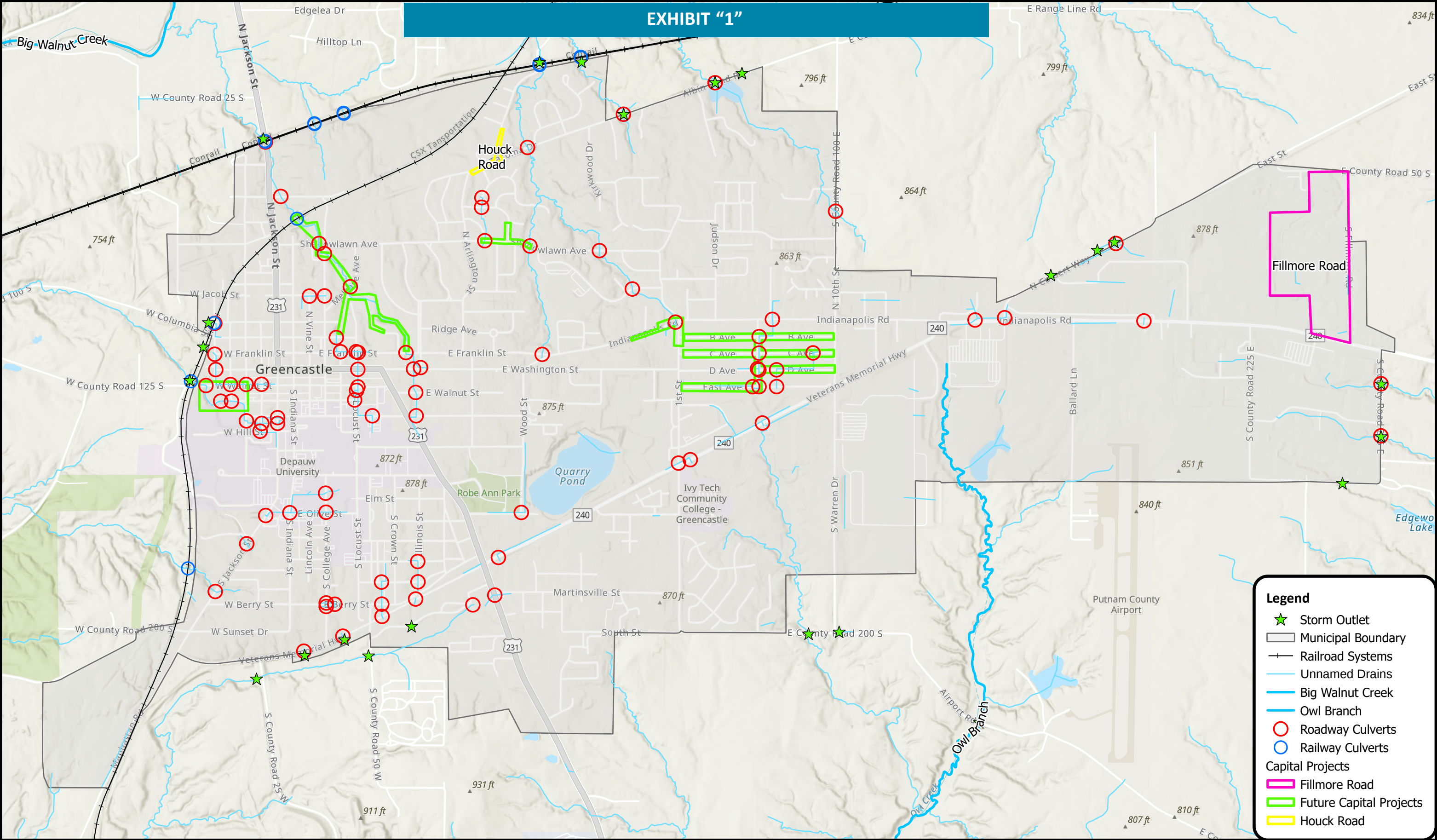
1.2 The **CONSULTANT** shall receive compensation for such professional services under Item 5.0 of **APPENDIX "A"** of this **AGREEMENT** on a lump sum basis in the amount of Thirteen Thousand Six Hundred Dollars (\$16,300.00), as authorized by **CLIENT**.

#### 2.0 METHOD OF PAYMENT

2.1 The **CONSULTANT** shall submit invoices to the client on a monthly basis for services rendered. In no event shall the total of the **CONSULTANT's** invoices exceed the amount provided in this **APPENDIX "D"** without prior approval as provided elsewhere in this **AGREEMENT**.

2.2 The **CLIENT** shall pay the **CONSULTANT** for said invoices within thirty (30) calendar days for **CONSULTANT's** services. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

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## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

1. Backflow Ordinance

**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE TO PROVIDE A PROGRAM FOR PROTECTING THE PUBLIC WATER  
SYSTEM FROM CONTAMINATION DUE TO BACKFLOW OF CONTAMINANTS  
THROUGH THE WATER SERVICE CONNECTION INTO THE PUBLIC WATER SYSTEM**

WHEREAS 675 Indiana Administrative Code, Article 16, Rule 1.4, of the Indiana Plumbing Code, as adopted by the Indiana Fire Prevention and Building Safety Commission, requires protection of the public water supply from contaminants due to backflow through connections to fire protection and standpipe systems; and

WHEREAS the Indiana Department of Environmental Management authorizes the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination of all potable water systems.

NOW, THEREFORE, BE IT ORDAINED COMMON COUNCIL of the city of Greencastle, Putnam County, Indiana:

SECTION 1. That a cross connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Greencastle water department, and the other water from a private source, water of unknown or questionable safety, or steam, gases, chemicals, whereby there may be a flow from one system to the other, with the direction of flow dependent upon the pressure differential between the two systems.

SECTION 2. That no person, firm, or corporation shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary, or emergency water supply other than the regular public water supply of the Greencastle Water Department, Indiana may enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the City of Greencastle Water Department and the Indiana Department of Environmental Management in accordance with 327 IAC 8-10.

SECTION 3. That it shall be the duty of the city of Greencastle Water Department to maintain, administer and implement the Cross-Connection Control Program.

SECTION 4. That it shall be the duty of the city of Greencastle Water Department to cause inspections to be made of all properties served by the public water system where cross connections with the public water system are deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be established by the city of Greencastle Water Department.

SECTION 5. That upon presentation of credentials, a representative of the Greencastle Water Department shall have the right to request entry at any reasonable time to examine the property served by a connection to the public water system of city of Greencastle Water Department for cross connections. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of access or refusal of requested pertinent information shall be deemed evidence of the presence of cross connections.

SECTION 6. That the city of Greencastle is hereby, authorized and directed to discontinue water service to any property, wherein any connection in violation of this ordinance exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued five (5) business days after the notice is served to the owner, lessee or occupants of the property or premises where a violation is found or suspected to exist. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this ordinance.

SECTION 7. That, if it is deemed by the city of Greencastle that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action and a written finding to the effect is filed with the Clerk-Treasurer of city of Greencastle and delivered to the consumer's premises, service may immediately be discontinued. The consumer shall have an opportunity for a hearing before the Greencastle Board of Public Works and Safety within ten (10) days of such emergency discontinuance, upon written request by the consumer. In order to initiate an appeal, the consumer shall deliver a written request for a hearing, describing the basis of the appeal, to the Greencastle Clerk-Treasurer, who shall schedule a hearing. The determination of the Board of Public Works and Safety shall be final.

SECTION 8. That all consumers using toxic or hazardous liquids, all hospitals, mortuaries, wastewater treatment plants, laboratories and all other hazardous users shall install and maintain a reduced pressure principal backflow preventer in the main water line serving each building on the premises. The backflow preventer must be installed in an easily accessible location not subject to flooding or freezing.

SECTION 9. The reduced pressure backflow preventers shall not be installed below ground level.

SECTION 10. That this ordinance does not supersede the Indiana plumbing code, the IDEM rule 327IAC 8-10 or the building and plumbing code or other applicable rules and regulations of the City, but is supplementary to them. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF manual of practice No.9 current issue and the uniform building and plumbing code of the state shall apply.

SECTION 11. In addition to IDEM rule 327 IAC 8-10-4(c), a list of customer facilities that need a backflow prevention device will be maintained by the city of Greencastle Water Department as part of the cross connection control program.

SECTION 12. That if in the judgement of the Greencastle water department, an approved backflow prevention device is necessary for the safety of the public water system; the superintendent will give notice to the water consumer to install such an approved device immediately. The water consumer shall, at his own expense, install such an approved device at a location and in a manner approved by the superintendent and shall have inspections and tests made of such approved devices as required by the superintendent and in accordance with the IDEM rule 327 IAC 8-10.

SECTION 13. This ordinance shall become effective (10) days after adoption on second reading by the Common Council of the City of Greencastle, Putnam County, Indiana.

SO ORDAINED by the Common Council of the City of Greencastle, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mark Hammer

\_\_\_\_\_  
Stacie Langdon

\_\_\_\_\_  
David Masten

\_\_\_\_\_  
Tina Nicholson

\_\_\_\_\_  
Kathi Asbell

\_\_\_\_\_  
Vincent Aguirre

\_\_\_\_\_  
Darrel Thomas

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_  
o'clock \_\_\_\_\_.m.

ATTEST:

\_\_\_\_\_  
Lynda Dunbar, Mayor

\_\_\_\_\_  
Mikayla J. Johnson, Clerk-Treasurer



## Department Report

### MEETING DATE

June 18, 2025

### PREPARED BY

### MONTHLY HIGHLIGHTS

### ATTACHMENTS

1. 0879\_001

# 2025 Streets Resurfacing Project - Greencastle

Bid Opening Checklist  
June 9, 2025

| Bidder Name                              | Base Bid      | Part 1 | Part 2 | Part 3 | Part 4 | Part 5 | Part 6 | Part 7 | Part 8 | Part 9 | Bond |
|------------------------------------------|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------|
| Calumet Civil Contractor, Inc.           | \$ 599,970.00 | X      | X      | X      | X      | X      | X      | X      | X      | X      | X    |
| DC Construction Services, Inc.           | \$ 627,275.92 | X      | X      | X      | X      | X      | X      | X      | X      | X      | X    |
| E&B Paving, LLC                          | \$ 598,284.53 | X      | X      | X      | X      | X      | X      | X      | X      | X      | X    |
| Grady Brothers, Inc.                     | \$ 555,691.95 | X      | X      | X      | X      | X      | X      | X      | X      | X      | X    |
| Howard Asphalt LLC. DBA Howard Companies | \$ 722,687.00 | X      | X      | X      | X      | X      | X      | X      | X      | X      | X    |
| Milestone Contractors South, LLC         | \$ 680,426.70 | 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 |                                |

Mahan, Jeffrey  
2025.06.17 10:55:34-04'00'

Certified by:  
Jeffrey Mahan PE  
City Engineer

CITY OF GREENCASTLE  
NOTICE TO PROCEED

Dated: \_\_\_\_\_

TO: Grady Brothers, Inc.

ADDRESS: 915 S. Somerset Avenue  
Indianapolis, IN 46241

PROJECT: 2025 STREETS RESURFACING 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)

**CITY OF GREENCASTLE  
NOTICE OF AWARD**

Dated: June 18, 2025

TO: Grady Brothers, Inc.

ADDRESS: 915 S. Somerset Avenue  
Indianapolis, IN 46241

PROJECT: 2025 STREETS RESURFACING PROJECT

CONTRACT FOR: Resurfacing of certain sections of streets within the City of Greencastle.

You are notified that your Bid, dated June 9, 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. Segments awarded include 25-01 through 25-07.

The Contract Price, pursuant to your bid is not to exceed \$ 555,691.95

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

**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 Grady Brothers, Inc. ("CONTRACTOR"), concerning the 2025 STREETS RESURFACING 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 \$ 555,691.95, 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.

#### 4.0 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.

#### 5.0 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:

Grady Brothers, Inc.  
915 South Somerset Ave.  
Indianapolis, IN 46241  
Attn: Thomas M. Grady, 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 STREETS RESURFACING PROJECT*

WORK: As described by these Contract Documents including: Resurfacing and related items of certain sections of streets within the City of Greencastle.

Project 25-01 Albin Pond Road from Houck Road to Castleton Drive  
Project 25-02 Arlington Street from Washington Street to Franklin Street  
Project 25-03 Cedarwood Drive from Woods Edge North to Woods Edge South  
Project 25-04 Cottonwood Court from Woods Edge North to cul-de-sac  
Project 25-05 Durham Street from Washington Street to Franklin Street  
Project 25-06 Northwood Boulevard from Franklin Street to Highwood Avenue  
Project 25-07 Primrose Lane – US 231 to Woodhaven Drive

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

- construction engineering
- utility protection
- excavation
- seeding & restoration

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