



City of Greencastle
Common Council
Regular Session
Mikayla Johnson - Clerk Treasurer

December 12, 2024 | 7:00 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

AGENDA

- I. Pledge of Allegiance**
- II. Call to Order; Roll Call**
- III. Public Petitions and Comments**
- IV. Special Requests**
- V. Public Hearing**
 - A. Stormwater User Rates and Charges for the City of Greencastle, Indiana
- VI. Department Reports**
 - A. Cemetery - Jason Keeney
 - B. Fire Department - Rob Frank
 - C. Planner - Scott Zimmerman
 - D. Police Department - Chris Jones
 - E. Department of Public Works - Andrew Rogers
 - F. Water & Wastewater Department - Oscar King Jr.
 - G. City Attorney - Laurie Robertson Hardwick
 - H. Park & Recreation - Jason Keeney
- VII. Reports**
 - A. Mayor's Report
 - B. Clerk-Treasurer's Report
 - C. Councilors' Report
- VIII. Approval of Minutes**
 - A. Approval of Minutes - November 14, 2024
- IX. Approval of Claims**
- X. Old Business**
 - A. Ordinance 2024-12 An Ordinance Amending Ordinance 2024-11, An Ordinance of the Common Council of the City of Greencastle, Indiana, Establishing Wages, Salaries, and Benefits for 2025 (Second Reading)
 - B. Ordinance 2024-13 An Ordinance Authorizing Purchasing Agents of the City of Greencastle to Make Advance Payments on Contracts for Public Works Projects and Goods and Services (Second Reading)

- C. Contract for Professional Services with the Greencastle/Putnam County Development Center, Inc.
- D. Ordinance 2024-14 An Ordinance Establishing Stormwater User Rates and Charges for the City of Greencastle, Indiana (Second Reading)

XI. New Business

- A. Ordinance 2024-16 An Ordinance Adopting and Establishing Designated Outdoor Refreshment Areas in the City of Greencastle, Indiana

XII. 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

December 12, 2024

PREPARED BY

Jason Keeney, Cemetery Super

MONTHLY HIGHLIGHTS

November 2024

Seven funerals (5f:2c)
Five grave lots sold
One Rental Payment
Three Staking Fees

ATTACHMENTS

1. DecemberSuperReport
2. 20241206080812

November 30 2024, Respectfully Submitted.

The Following Exhibit for the Month Ending

Jason Kearney Superintendent

Forest Hill Cemetery
Accounts Payable Voucher

November 2024

VENDOR:

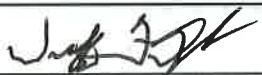
AMOUNT:

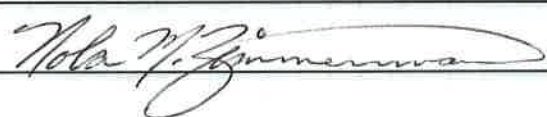
Arab Termite & Pest (03186)	\$85.00
Burdge Boots (00249)	\$680.00
Butler's (00203)	\$162.00
CarQuest (00572)	\$29.38
Dave's Heating (00000)	\$26.95
Headley Hardware (00825)	\$54.61

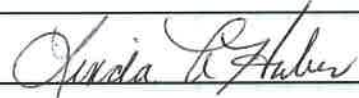
Allowance of Accounts Payable Vouchers

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 **November 2024** in the amount of **\$1,037.94** are hereby allowed, dated this day December 5, 2024 by the Forest Hill Cemetery Board.

Signatures of Governing Board of Forest Hill Cemetery











Department Report

MEETING DATE

December 12, 2024

PREPARED BY

Robert Frank, Fire Chief

MONTHLY HIGHLIGHTS

The fire department responded to 139 calls for service in November 2024 compared to 170 calls for service in November 2023. There was a 20% decrease in call volume in November 2024 compared to November 2023.

The fire department has responded to 1580 calls for service in 2024 compared to 1539 calls for service in 2023. There is a 3% increase in responses in 2024 compared to 2023.

Responses:

Building Fire:	1
Cooking Fire:	3
Fire Other:	1
Trash Fire:	2
EMS:	63
Motor Vehicle Accidents:	11
Illegal Burning:	1
Electrical Issue:	1
Gas Leak:	1
Hazardous Condition:	1
Downed Powerline:	1
Lift Assist:	4
Public Service:	2
Canceled En Route:	12
Hazardous Materials Investigation:	2
No Incident:	1
Alarms:	29
Extinguishing System Activation:	1
Carbon Monoxide Alarm:	1
Downed Tree:	1
Total:	139

Firefighters completed 473 training hours for November and 4099 training hours for the year.

There were 29 hours worked by three reserve firefighters.

November Anniversaries: Jonathan Newgent (11/14/2019) 5 years of service.

- We partnered with Black Lumber and City Councilor Aguirre and conducted a smoke detector drive in the 4th Ward on November 2nd. We successfully installed or distributed over 80 smoke detectors to residents.
- We received a \$500 check from North Salem State Bank for our October Breast Cancer Fundraiser.
- GFD B-Shift conducted a fire prevention detail at New Pathways Preschool.
- Local 5125 members hosted Tom Sutherlin and his family at the firehouse for a check presentation of \$1000 to the Jameson Allen Fund. This money will be used to purchase a LUCAS device for the Putnam County Hospital.
- We gave two young men a ride to school in a fire engine. This was part of a collaboration with New Hope Fellowship Church for their annual basket auction.
- Chief Frank and Lieutenant Beebe attended the Fire and Life Safety Educator class in Plainfield. Having two Fire and Life Safety Educators on our staff will help provide more Community Risk Reduction outreach to our schools and citizens.
- We conducted our second department live fire evolution of the year. Firefighters honed their skills of fire attack and search under live fire conditions. There were 17 firefighters in attendance.
- Received approval from the Board of Works to give Cassie Baldwin a conditional offer of hire.
- Firefighter James Shaw was awarded the District 7 Fire Instructor of the Year award on November 22nd.

- Engineer Peter Moorton resigned by taking a lateral transfer to the Washington Township Avon Fire Department. Engineer Moorton served the city at the fire department for
- Firefighter Shaw attended The Water Thieves Lecture Series for 8 hours of training on pumping fire apparatus.
- Chief Frank, Captain Wiatt, and Lieutenant Newgent attended the Putnam County Hospital Gala to present the check for \$3000 that we raised in October for breast cancer awareness.
- We hung Christmas decorations and lights in the downtown area.
- We participated in the Civic League Holiday Parade. Safely delivering Santa to Robe Ann Park for the 2024 Winter Wonderland Lights Festival. Local 5125 members served cookies to the children after they had visited Santa.
- Firefighter Aaron Montgomery started full-time on A-Shift on November 30th.

ATTACHMENTS

None



Department Report

MEETING DATE

December 12, 2024

PREPARED BY

MONTHLY HIGHLIGHTS

Greencastle Common Council Report— December 12, 2024

City Planning Department

Prepared by: Scott Zimmerman 765-653-7719 / szimmerman@cityofgreencastle.com

Board of Zoning Appeals Meeting:

The BZA did not meet in December, however, a petition for a Special Exception to allow a duplex at 107 S. Locust Street will be heard Tuesday, January 7. Petitions can be accepted up to December 17.

Technical Review Committee:

The Technical Review Committee met November 14 to review the minor subdivision for ONB that went to plan commission on November 25. (See Plan Commission Meeting)

Committee received update on White's Cleaners demolition schedule. The house at 107 S. Locust that had been on the Unsafe Building List is now being renovated by Jared Grable of Global Construction Management and is requesting a Special Exception to include a second unit in the addition that needs to be built.

Other properties being reviewed for either Exterior Maintenance or Unsafe Building include:

7 Hammond – utilities are turned off and a tarp covers the roof

411 E. Washington Street – the house caught fire in February but renovation work has stopped.

713 Main Street – contractor for the owner has been in touch with the permits office about a demolition permit.

805 Indianapolis Road – After receiving a \$2,500 fine, the owner has meet with Mayor Dunbar and city staff about what is required to bring the building up to code. He was given until January 2 to submit plans that will go to the tech review committee.

39 Martinsville – The house is structurally fine but no utilities and no exterior maintenance so will continue to issue fines.

Unsafe Building Committee:

The committee has not needed to meet since October.

Plan Commission Meeting:

Greencastle Plan Commission met on November 25 and approve a Minor Plat Subdivision to create a separate parcel next to the Old National Bank office at 25 E. Washington.

The comprehensive plan consultants will meet with city staff on December 10 to tour sites discussed at the November 13 steering committee meeting as part of their Land Use Planning exercise.

MS4 Stormwater Committee Meeting and Activities:

Met with IVY Tech staff and students to discuss storm water issues and remove invasive plants from their wooded area. IVY Tech is developing a management plan to control invasive aquatic plants in their detention basin.

Notice of Storm Water Violation sent to 1016 Shadowlawn based on a neighbor's complaint. Owner

had a plumber verify that water being pumped out onto lawn is from a sump pump and contains no household waste.

Activities

- Street Tree Board – The board will consider appropriate replacement trees at their next meeting on Wednesday, February 5th at 3 p.m. The annual Arbor Day Foundation Tree City Award nomination will be completed by the December 31 deadline
- Sustainability Commission – The commission presented their annual awards at the November 14 city council meeting. Several commission members' terms have expired so term limits are being reviewed against the ordinance.
- RV moved from 610 Main Street
- RV moved from 201 N. Locust
- Boat removed from 1109 Indianapolis Road
- Washer/Dryer removed from driveway of 508 N. Arlington
- Yard sale items removed from 1058 Ave. C
- Inoperable vehicle removed from 806 Stadium Drive
- Trailer removed from front yard of 1102 Ave. E.
- Violation letter for inoperable vehicle in driveway of 334 N. Arlington with vehicle removed shortly after.
- Violation for exterior maintenance of Kork & Keg/Jimmy Johns, 810 Indianapolis Road sent November 13 with \$2,500 FINE sent December 4, 2024 since no maintenance has been done.
- Fine of \$500 to 232 Hillsdale sent December 3.
- Provided zoning information for parcels related to Next Level Trails project.
- Reviewed various building and sign permits.

ATTACHMENTS

None



Department Report

MEETING DATE

December 12, 2024

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. council report NOV 2024

Dec 3rd, 2024

Greencastle Police Department Common Council Report NOVEMBER 2024

<u>CALL ACTIVITY TOP 5</u>	<u>#</u>
LOCKOUTS	56
TRAFFIC ACCIDENTS	40
ADMINISTRATIVE	36
DISTURBANCE	22
ALARMS (t)	21
TRAFFIC VIOLATION (t)	21

DEPARTMENT

EMPLOYMENT ANNIVERSARIES None

PATROL-Officers conducted 102 traffic stops in the month of November. Officers responded to 438 calls for service, opened 51 criminal case reports and completed 18 Indiana Crash Reports. Officers completed a total of 14 field arrests for the month. Officers continued to provide extra patrol to the schools during drop off and pick up times during the month.

DETECTIVES- Detectives were assigned 7 new cases as well as 1 DCS case. Detectives were called out 3 times during the month. 2 cases were sent to the Prosecutor's Office for charges. 5 cases were closed.

PARKING ENFORCEMENT- 30 tickets were issued for the month (11-3 HR, 7-wrong direction, 1-no parking, 9-Reserve parking, 2-parked in yellow).

14 warnings were written, 2 tickets were voided. 17 tickets have been paid and 11 have not been paid.

RESERVES- The Reserve Division worked 16.50 hours for the month.

TRAINING

Officer Damon Ludwig attended (16 hours) Criminal Patrol Tactics Course on the 14th & 15th in Brownsburg.

Officer Alec Pettit attended (8 hours) Tactical Trauma Care Course on the 21st in Indianapolis.

GPD Officers participated in yearly (4 hours) of Defensive Tactics training the week of 18th-22nd at the department.

GPD Officers conducted yearly Firearms Qualifications & Training on the 8th at the Putnam County Range.

GPD Officers participated in Emergency Vehicle Operations training on the 19th at Area 30.



Department Report

MEETING DATE

December 12, 2024

PREPARED BY

Andrew Rogers, Street Super

MONTHLY HIGHLIGHTS

Summary Report for November 2024



Department of Public Works

Sign Work:

1. Replaced 1 – pole and I breakaway this month.
2. Picked up all of the flags on V.M.H.

Mechanical:

1. 16' Ford F550 – put plow, salt bed on, new work light on salt bed and plug.
2. 12' Chevy 3500 – put plow, salt bed on, new work light on salt bed, new hose on salt bed, plug and new tail light on truck.
3. 11' Ford F650 – put two new exhaust clamps.
4. 97' Ford backhoe 555E – replace a hose.
5. 13' JCB backhoe – added gear lube to the front axle.

Sweeping:

1. Swept the city streets 7 times this month driving 87 miles using 200 gallons of water, used 55 gallons of diesel and picked up 198 yards of leaves.

Storm work:

1. Cleaned drains 2 times this month collecting 1.50 tons of debris.

Patching:

1. Patched city streets using 3.00 tons of CMA on city street this month.

Tree Work:

1. Cut down 4 dead trees on Greenwood hauling off 11 loads of limbs and wood.
2. Marsee cut down 4 trees 2 – on Indiana St and 2 – on Northwood Blvd.

Leaf Pickup:

1. Picked up leaves 15 times this month driving 1,525 miles, used 169 gallons of gas, 228 gallons of diesel and picked up 660 yads of leaves.

Misc:

1. We picked and disposed of 1 dead animal.
2. Repaired 5 water leak this month and repaired 2 water meter pits.

ATTACHMENTS

None



Department Report

MEETING DATE

December 12, 2024

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Report to Council and BOW

2024

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEARLY AVERAGE
AVERAGE DAILY FLOW IN (M.G.D.)	2.190	1.391	1.544	2.691	1.595	1.053	1.271	1.000	1.001	0.975	1.176		1.444
													YEARLY TOTAL
DAYS ABOVE DESIGN FLOW	8	0	0	8	2	0	0	0	0	0	0		18
DAYS OF OVERFLOW AT PLANT	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
MECH/ELECT ISSUE CAUSING OVERFLOW	0	0	0	0	0	1	1	0	1	0	0		3
SEWER CALLS BLOCKAGE IN CITY LINES	0	1	0	1	0	0	0	0	0	0	0		2
EMERGENCY REPAIRS MADE	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		2
SEWER LINE CLEANED (FOOTAGE)	0	1,530	1,580	1,260	4,626	2,107	2,487	4,054	550	895	3,657		22,746
LOCATES	112	120	247	207	207	198	222	249	188	250	191		2,191
TAP PERMITS	1	0	3	2	1	4	0	2	4	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		29,950

2023

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEARLY AVERAGE
AVERAGE DAILY FLOW IN (M.G.D.)	1.899	1.896	2.789	1.684	1.234	0.959	1.351	1.319	1.112	1.097	1.103	1.193	1.470
													YEARLY TOTAL
DAYS ABOVE DESIGN FLOW	4	3	10	1	0	0	1	0	0	0	0	0	19
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	2	0	0	0	0	0	0	0	0	0	2
MECH/ELECT ISSUE CAUSING OVERFLOW @ LS	0	0	0	0	0	0	0	0	0	0	0	0	0
SEWER CALLS BLOCKAGE IN CITY LINES	0	0	0	1	0	1	3	0	0	1	0	1	7
EMERGENCY REPAIRS MADE	0	0	0	0	1	0	0	1	0	0	0	0	2
OVERFLOW CAUSED BY BLOCKAGE IN CITY LINES	0	0	0	0	0	0	0	0	0	0	0	0	0
SEWER LINE CLEANED (FOOTAGE)	0	545	2,025	840	1,408	1,815	2,415	3,040	2,135	1,200	360	1,010	16,793
LOCATES	118	112	209	227	350	343	297	387	287	219	177	158	2,884
TAP PERMITS	5	3	3	2	2	3	2	1	1	0	0	1	23
SEWER LINES TELEVIEWED (FOOTAGE)	1,263	2,275	4,535	3,210	4,195	2,045	2,335	8,395	4,025	3,423	6,905	2,880	45,486



Department Report

MEETING DATE

December 12, 2024

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

None



Department Report

MEETING DATE

December 12, 2024

PREPARED BY

Jason Keeney, Cemetery Super

MONTHLY HIGHLIGHTS

The 2024 Winter Lights Festival kicked off on November 30, 2024 with the Winter Market and Lighting of the Park. Turnout was lower than expected due to the cold but it was bitter outside. Pet Pictures with Santa had over 30 dogs show up raising over \$300.00 for Putnam County Animal Care. Letters from Santa officially kicked off, with around 25 letters submitted so far.

ATTACHMENTS

1. parkclaims2024
2. PBMinutes12-4-2024JK

Greencastle Parks & Recreation Department
(204) Accounts Payable Voucher Docket
Wednesday, July 3, 2024
(For business of November 2024)

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Arab Pest Control	Quarterly Service	\$ 75.00
Headley Hardware	General Repair Parts & Supplies	\$ 347.02
JTN Services	Belt	\$ 12.00
Napa Auto Parts	Hydraulic Hose & Fittings	\$ 44.56
Burdge Boots	Safety Boots	\$ 289.99
Visa Card Services	Hotel Rooms & General Supplies	\$ 691.83

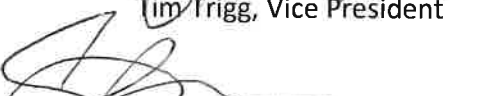
JTN Services	Stand-on Blower (**CCD/CCI funds)	\$9,500.00
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Total General Operation Expenses \$ 1,460.40

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 \$1,460.40 dated December 4, 2024.

SIGNATURES OF THE GOVERNING BOARD

 Cathy Merrell, President	 Tim Trigg, Vice President
 Doug Hutchison	 Scott Hamilton

**City of Greencastle Parks and Recreation
Board of Park Commissioners
December 4, 2024
Minutes**

Call to order by Cathy Merrell at 6:00pm

Attendance – Cathy Merrell, Doug Hutchison, Scott Hamilton, Timothy Trigg, Ashley Crady, Jason Keeney
Eric Bernsee, Stacie Langdon, Vince Aguirre, Mayor Dunbar

Public Input - none

Approval of November '24 meeting minutes - Motion to approve Tim, second by Scott, passed 4-0

Approval of monthly claims November '24 - Motion to approve Cathy, second by Tim, passed 4-0

New business:

1. Councilor Aguirre asked for the permission to use his council funds for a Bank Shot Basketball Zones installation to be put at the basketball court at Maple-Berry Park. He shared images and concept plans with the board and answered questions. Board members discussed the possibility of installing these. Mayor Dunbar clarified that Council funds would not be able to be used this year unless they could be installed and billed before the Common Council meeting next week. Doug makes a motion to approve the project, Tim seconds, approved by all 4-0.
2. League contracts are e-mailed to board members. Director asked if there were any additional clarifications the board would like to make before we finalize them and present them for board approval in the January of 2025. Board asked if they had been approved by City Attorney, and Director told board that the contracts are from City Attorney. Contracts will be back on the January 2025 Board Meeting agenda for approval.
3. The January Park Board meeting will be held on January 8, 2025 at 6:00 pm.

Director Report:

Director presented the board with his report. "November felt like a relaxed month until the very end of it." Reported on the filter and balance tank installation at the GAC. The balance tank is poured, waiting for concrete to cure. Jason thanked Kate Knaul for the fantastic job of installing the Christmas Lights in the park and also thanked Rod Weinshenk and Dave Bault for their help with winterization and assistance with pool issues (3-phase line discovered while excavating for the balance tank). RW was kind enough to come out and talk to director about issues that he needed to be aware of. Dave Bault finished winterizing the Splash Pad also. Work continues on the grade of the hill in the Southwest Corner of Robe-Ann Park to make it safe for sledding. Director is ready for warm weather again so they can work on outside projects.

Program Director Report:

Programs report was made by Ashley the Winter Lights Festival and vendors, low turnout, was due to the cold weather, if had been warmer turnout would have likely been increased. Still very nice event. Reminded the board that we will not have a basketball program. She is working with FOP on December 14 for their event at the courthouse and Letters to Santa is full swing. Pet pictures with Santa went well with over 30 dogs and raised over \$300.00 for the Putnam County Animal Care. Gave the board an update on the cancellation policy information she found from other parks around the State

and also noted that some of them have a damage deposit fee that is refundable. Mayor Dunbar asked that we check with Clerk-Treasurer Mikayla Johnson before making any changes about refunds as we have to be able to refund with the system we have in place, we may not have the ability with our current system.

Ashley also shared the latest adventures of Elf on the Shelf's Parks & Rexie. She shared pictures with the Park Board of what they have been up to so far, including bobsledding down the GAC waterslides, made gingerbread cookies, "they also brought cookies for the park board meeting" and drew snow spray pictures on the office windows.

Aquatics Director Report:

No report submitted.

A motion to adjourn at 6:35 pm by Scott was seconded by Cathy, and passed 4-0.

Next regular meeting – Wednesday, January 8, 2025, in Robe Ann Park Office, 6pm



City of Greencastle

Common Council Regular Session

Mikayla Johnson - Clerk Treasurer

November 14, 2024 | 7:00 PM

City Hall

One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

MINUTES

I. Pledge of Allegiance

II. Call to Order; Roll Call

Mayor Dunbar called the meeting to order at 7:00pm. Clerk-Treasurer, Mikayla Johnson, called the roll. The following were present; Councilor Thomas, Councilor Hammer, Councilor Asbell, Councilor Langdon, Councilor Masten, and Councilor Aguirre. Councilor Nicholson was absent.

III. Public Petitions and Comments

- A. Moving the Penn Railroad Freight Depot - Heritage Preservation Society of Putnam County
Councilor Masten made a motion to approve the street closure request as presented, second by Councilor Asbell, 6-0, motion carried.

IV. Special Requests

- A. Phi Kappa Psi - Friday Night Lights (Hank Ruff Band)
Motion by Councilor Thomas to approve the request as presented, second by Councilor Aguirre, 6-0, motion carried.
- B. Wally Fest
Motion by Councilor Asbell to approve the request as presented, second by Councilor Aguirre, 6-0, motion carried.
- C. Winter Lights Festival Kick-Off & Parade - Greencastle Parks Dept./Greencastle Civic League
Motion by Councilor Hammer to approve the request as presented, second by Councilor Masten, 6-0, motion carried.
- D. Frost Friday - Main Street Greencastle
Motion by Councilor Langdon to approve the request as presented, second by Councilor Asbell, 6-0, motion carried.

V. Department Reports

- A. Cemetery - Jason Keeney

- B. Fire Department - Rob Frank
- C. Planner - Scott Zimmerman
- D. Police Department - Chris Jones
- E. Department of Public Works - Andrew Rogers
- F. Water & Wastewater Department - Oscar King Jr.
- G. City Attorney - Laurie Robertson Hardwick
- H. Park & Recreation - Jason Keeney

VI. Reports

- A. Mayor's Report
INDOT is stating US231 will be open in December 2024.
The City of Greencastle received INDOT Community Crossing Grant of \$1.5 million to completely redo Washington St.
Website debut.
- B. Clerk-Treasurer's Report
Received and submitted the City's 1782 notice.
- C. Councilors' Report
Thomas: Presented the WCSWD Household Hazardous Wastes Collection Events 2022-2024 Recap.
Hammer: Prior councilor, Adam Cohen, was recently honored by being inducted into the DePauw Coaches Hall of Fame.
Asbell: Publicly thanked Aubree Hiatt for her hard work on the website, Jason for his creative and wood working abilities on the Santa for Letters mailbox, and the police for all of their hard work.
Langdon: Recap on the successes of the recent Community Connect event.
Masten: Addressed citizen complaints on the new sidewalks downtown US231 and how dangerous they are, "Wabash Always Fights".
Aguirre: Spent Saturday with GFD passing out fire alarms, spent another Saturday going on runs with GFD, Councilor lunch hour next Friday at Wally's from 11:30-12:30 with special guest Chief Frank.

VII. Approval of Minutes

- A. Approval of Minutes - October 10, 2024
Motion by Councilor Masten to approve the minutes as presented, second by Councilor Thomas, 6-0, motion carried.

VIII. Approval of Claims

Motion by Councilor Hammer to approve the claims as presented, second by Councilor Masten, 5-0, motion carried. Councilor Aguirre abstained.

A. Claims

IX. Old Business

X. New Business

A. Ordinance 2024-12 An Ordinance Amending Ordinance 2024-11, An Ordinance of the Common Council of the City of Greencastle, Indiana, Establishing Wages, Salaries, and Benefits for 2025

Motion by Councilor Thomas to approve Ordinance 2024-12 as presented, second by Councilor Hammer, 6-0, motion carried.

B. Ordinance 2024-13 An Ordinance Authorizing Purchasing Agents of the City of Greencastle to Make Advance Payments on Contracts for Public Works Projects and Goods and Services

Motion by Councilor Aguirre to approve Ordinance 2024-13 as presented, second by Councilor Langdon, 6-0, motion carried.

C. Resolution 2024-12 A Resolution of the Common Council of the City of Greencastle, Putnam County, Indiana Adopting a Preliminary Strategic Economic Development Plan for the Central Indiana Regional Development Authority Pursuant to IC 36-7.7 et. seq. Motion by Councilor Langdon to approve Resolution 2024-12 as presented, second by Councilor Asbell, 6-0, motion carried.

D. Contract for Professional Services with the Greencastle/Putnam County Development Center, Inc.

Motion by Councilor Aguirre to table the contract, second by Councilor Masten, 4-2, motion carried. Councilors Thomas and Lagndon opposed.

E. Ordinance 2024-14 An Ordinance Establishing Stormwater User Rates and Charges for the City of Greencastle, Indiana

Motion by Councilor Thomas to approve Ordinance 2024-14 as presented, second by Councilor Hammer, 6-0, motion carried.

F. Ordinance 2024-15 An Ordinance Adopting and Establishing Designated Outdoor Refreshment Areas in the City of Greencastle, Indiana

Motion by Councilor Aguirre to approve Ordinance 2024-15, second by Councilor Asbell, 2-4, motion failed.

XI. Adjournment

Motion by Councilor Thomas to adjourn at 8:41pm, second by Councilor Hammer, 6-0, motion carried.

Lynda R. Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk - Treasurer

Ordinance 2024-12

AN ORDINANCE AMENDING ORDINANCE 2024-11 , AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF GREENCASTLE, INDIANA, ESTABLISHING WAGES, SALARIES, AND BENEFITS FOR 2025

BE IT ORDAINED by the Common council of the City of Greencastle that it hereby amends Ordinance 2024-11 (Exhibit A) as follows:

EXHIBIT A		City of Greencastle Salary Matrix	
Postions	Quantity of Employees	2025 Hourly Rate for Hourly Employees	2025 Bi-Weekly Pay for Salaried Employee
Water		Not to exceed twelve (12) full time members, three (3) part-time members and one (1) utility summer intern.	
Heavy Equipment Operator	1	\$ 34.00	
Utility Repair Laborer	1	\$ 27.53	
Waste Water		Not to exceed twelve (12) full time members and one (1) utility summer intern.	
WWTP-Class 3 Operator	Varies	\$ 27.62	
WWTP-Class 2 Operator	Varies	\$ 25.85	
WWTP-Operator in Training (Class 1)	Varies	\$ 24.17	
Wastewater Labor- No Certifications	Varies	\$ 22.77	
WWTP-Collections Supervisor with Class 1	Varies	\$ 25.47	
WWTP-Collections Supervisor with Class 2	Varies	\$ 27.15	
WWTP-Collections Supervisor with Class 3	Varies	\$ 28.92	
WWTP Maint. Tech/Non-Cert	Varies	\$ 23.35	
Lab Technician- Class 2	Varies	\$ 26.90	
Lab Technician- Class 3	Varies	\$ 28.67	
Heavy Equipment Operator	1	\$ 34.00	
Utility Repair Laborer	1	\$ 27.53	

All other terms, conditions, and salaries contained in Ordinance 2024-11 not specifically addressed herein shall remain in full force and effect.

Passed and Resolved by the Common Council of the City of Greencastle, Indiana this ____ day of _____, 2024.

Mark Hammer

Stacie Langdon

David Masten

Tina Nicholson

Kathi Asbell

Vincent Aguirre

Darrel Thomas

Approved and signed by me this _____ day of _____, 2024, at _____
o'clock ____m.

Lynda Dunbar, Mayor
ATTEST:

Mikayla J. Johnson, Clerk-Treasurer

GREENCASTLE COMMON COUNCIL

ORDINANCE NO. 2024- 13

AN ORDINANCE AUTHORIZING PURCHASING AGENTS OF THE CITY OF GREENCASTLE TO MAKE ADVANCE PAYMENTS ON CONTRACTS FOR PUBLIC WORKS PROJECTS AND GOODS AND SERVICES

WHEREAS, the Indiana legislature recently enacted Public Law 181 which amends Ind. Code 5-11-10-1.6 to permit political subdivisions to make advance payments for purchases of goods and services;

WHEREAS, Ind. Code § 5-11-10-1.6(d)(3) and (4) allow a political subdivision to make advance payments to contractors to enable them to purchase materials needed for a public works project and advance payments for goods or services before the goods or services are delivered or completed, if the fiscal body of the political subdivision authorizes making advance payments and the goods or services are otherwise purchased in accordance with applicable law;

WHEREAS, pursuant to Ind. Code 5-11-10-1.6(e), an advance payment made for goods and services or to enable the purchase of materials for a public works project may not exceed the lesser of fifty percent (50%) of the entire cost of the contract or two million dollars (\$2,000,000.00);

WHEREAS, pursuant to Ind. Code 36-1-2-6 the Greencastle Common Council is the fiscal body of the City;

WHEREAS, pursuant to Ind. Code 36-4-6-2 the Greencastle Common Council is the legislative body of the City of Greencastle ("City"), and the Greencastle Common Council previously established and adopted rules for public purchases by designated purchasing agents of the City by Ordinance 2004-3, as amended;

WHEREAS, it is determined that it is necessary and fiscally efficient to authorize City purchasing agents to make advance payments in accordance with applicable law for goods or services before they are delivered or completed,

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GREENCASTLE, INDIANA, THAT:

Section 1. A purchasing agent of the City of Greencastle, as defined and set forth in Greencastle Common Council Ordinance 2004-3, may allow advance payment for the purchase of goods and services either directly or as part of a public works project consistent with and to the fullest extent permitted by law, and as further limited by the purchasing agent for the purchase.

Section 2. The solicitation for a public works contract providing for advance payments for contractors to purchase materials for public works projects under Indiana Code 5-11-10-1.6 must include the following information:

- a. That the City of Greencastle will make advance payments to contractors to enable contractors to purchase materials;
- b. Any limitations on the amount of advance payments that will be made;
- c. Requirements for documentation relating to making advance payments to contractors for materials;
- d. Any other information about advance payment for materials the City of Greencastle considers useful to contractors that make offers.

Section 3. The City Clerk-Treasurer or the City Clerk-Treasurer's designee must do all of the following when advance payments are made for goods or services prior to delivery of goods or completion of service:

- a. Track prepayments by defining the prepayment on a purchase order or contract;
- b. Create a prepayment invoice that is associated with the purchase order; and,
- c. Require insurance or a surety bond in the amount of the prepayment if the amount of the prepayment is more than one hundred fifty thousand dollars (\$150,000).

Section 4. Advance payments made under Section 1 and Section 2 may not exceed the lesser of the following:

- a. Fifty percent (50%) of the entire cost of the contract; or
- b. Two hundred fifty thousand dollars (\$250,000.00).

Section 5. All other requirements for the payment of public works projects, goods, and services by the City of Greencastle remain in effect and ordinances not directly contradicted by the provisions of this ordinance remain in full force and effect.

Section 6. The sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are separable, and if any section, paragraph, sentence, clause, phrase or word shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences or words of this Ordinance.

Section 7. This Ordinance shall have full force and effect upon passage by the Common Council of the City of Greencastle.

SO ORDAINED by the Common Council of the City of Greencastle, Indiana this ____ day of _____, 2024.

Mark Hammer

Stacie Langdon

David Masten

Tina Nicholson

Kathi Asbell

Vincent Aguirre

Darrel Thomas

Approved and signed by me this ____ day of _____, 2024, at _____ o'clock ____m.

Lynda Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk-Treasurer

CONTRACT FOR PROFESSIONAL SERVICES

The City of Greencastle ("City"), a body politic and corporate separate from the State, hereby agrees to purchase from the Greencastle/Putnam County Development Center, Inc., ("Contractor") and Contractor agrees to furnish to the City professional economic development services contained in the attached description, which is incorporated herein and made a part hereof as Attachment A.

The parties agree to the following terms and conditions:

1. CONTRACT TERM. This contract shall cover services for the calendar year 2025, and shall terminate December 31, 2025.

2. PRICE. The Contractor shall receive compensation from the City in the amount of \$60,000.

3. PAYMENT TERMS. Payment for services shall be made within forty-five (45) days after the City's receipt of an invoice from Contractor.

4. ACKNOWLEDGMENT, ACCEPTANCE. By its signature on this contract, Contractor expressly warrants that it is an individual who or entity which is qualified and in good standing to do business in the State of Indiana and that it has filed and will during the term of this contract file all appropriate tax returns and papers required by state and federal law. Contractor acknowledges that this is a non-exclusive contract and that the City may contract with third parties for the same or similar services as those covered by this contract.

5. WARRANTY. The parties acknowledge that the City is relying on Contractor's skill and judgment to furnish services fit in all respects for the particular purpose of this contract.

6. FORCE MAJEURE. Any delay or failure of either party to perform its obligations hereunder shall be excused if such is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation or court injunction or contract. Written notice of such delay (including the anticipated duration of the delay) shall be immediately given by the affected party to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds ten (10) working days after notice has been received, the party whose ability to perform has not been affected may terminate this contract.

7. INSOLVENCY. The City may immediately terminate this contract without liability to Contractor and without prejudice to any right or cause of action the City may have against Contractor in the event of the happening of any of the following events or any other comparable event: (a) insolvency of Contractor; (b) filing of a voluntary petition in bankruptcy by Contractor; (c) filing of any involuntary petition in bankruptcy against Contractor; (d) appointment of a receiver or trustee for Contractor; or (e) execution of an assignment for the benefit of creditors by Contractor, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such occurrence.

8. TERMINATION FOR DEFAULT. The City may terminate all or any part of this contract without liability if Contractor: (a) repudiates or breaches any of the terms of this contract, including Contractor's warranties; (b) fails to perform services as specified; or (c) fails to make progress or provide approvals or acceptances so as to endanger timely and proper completion of services or delivery of goods and does not correct any such failure or breach within ten (10) working days after receipt of written notice from the City specifying such failure or breach.

9. TERMINATION. The City shall have the right to terminate this agreement in whole or in part for its convenience upon written notice to Contractor at any time during the course of performance. Upon receipt of any termination notice, the Contractor shall immediately discontinue the work on the date and to the extent

specified in the notice. The Contractor shall be paid the actual costs incurred during the performance hereunder to the time specified in said notice not previously reimbursed by the City to the extent such costs are actual, necessary, reasonable and verifiable costs and have been incurred by the Contractor prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit.

10. LIMITATION OF LIABILITY. There shall be no liability on the part of the City except to the extent of available funds provided by statute and funds permitted to be paid from the City operational proceeds.

11. REMEDIES FOR DEFAULT. When the City determines that Contractor is in default and has failed to perform any contract provisions herein, the City may, notwithstanding any other provisions in this contract to the contrary, terminate the whole or any part of this contract after notice and this contract will be terminated effective on the date specified in the notice unless the default has been cured as specified in Paragraph 8. If this contract is terminated in part, Contractor shall continue performance of the part of the contract not terminated and will be compensated for performance pursuant to the rates set forth herein. In the event of a termination of all or part of this contract, the City may, in its sole discretion, obtain the services which were to be provided by Contractor under the terminated part of the contract upon such terms and in such manner as it deems appropriate. Contractor shall be liable to the City for any excess costs to the City in obtaining such similar services. The remedies provided in this paragraph do not apply to any default occasioned by any occurrence described in Paragraph 6 regarding force majeure. The rights and remedies reserved to the City in this contract shall be cumulative, and additional to all other or further remedies provided in law or equity. The Contractor shall be responsible for all costs incurred as a result of Contractor's breach, including reasonable attorney's fees.

If there is a dispute between the parties regarding Contractor's performance of services described herein, the City has the right to withhold payment from Contractor pending dispute resolution.

12. TECHNICAL INFORMATION DISCLOSURE. Contractor agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Contractor shall have disclosed or may hereafter disclose to the City in connection with the services covered by this contract. Contractor also agrees to maintain the confidentiality of all confidential or sensitive data and information provided to Contractor by the City and agrees that Contractor will not use any such data or information for any purposes other than its performance under this contract.

13. NON-DISCLOSURE PROPRIETARY INFORMATION. Contractor shall not disclose to any third party any information concerning the City or the work provided under this agreement without the prior consent of the City. Contractor shall consider all information provided by the City and all drawings, reports, studies, systems, designed calculations, plans, specifications and other documents resulting from Contractor's performance of the work to be proprietary. Contractor shall not publish or disclose proprietary information for any purpose other than performance of the work without the prior written consent of the City.

All drawings, specifications, analyses, computations, reports and other documentation produced by Contractor in the performance of the work shall be the sole property of the City and shall not be used by Contractor for any purpose other than the work nor given to any third party without the prior written consent of the City.

At the City's request, Contractor will return to the City all drawings and written materials furnished to Contractor by the City.

14. INDEMNIFICATION. If Contractor performs any work on City premises or utilizes the property of City, whether on or off City premises, Contractor shall indemnify and hold City harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property of or injuries (including death) to City, its employees or any other person arising from or in connection with Contractor's performance of work or use of City property, except for such liability, claim or demand arising out of the negligence of City. Contractor further agrees to indemnify, defend and hold harmless the City, its agents, directors and employees from all claims and suits of whatever type, including court costs, attorney fees and

other expenses, caused by any act or omission of the Contractor, its agents, officers, employees and subcontractors arising out of this Contract.

15. RELATIONSHIP OF PARTIES. Each party hereto, in the performance of this Contract, will be acting in an individual capacity and not as an agent, an employee, a partner, a joint venturer or an associate of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party has the authority to assume or to create any obligation on behalf of or in the name of the other nor will either assume any liability for injury (including death) to any person(s) or any damages to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Contractor shall be responsible for providing all necessary unemployment and workers compensation insurance for its employees.

16. GOVERNMENT COMPLIANCE. Contractor agrees to comply with all federal, state and local laws, rules, regulations, ordinances and executive and judicial orders which may be applicable to Contractor's performance of its obligations under this contract. All provisions required by the foregoing to be included herein are hereby incorporated by reference. Contractor agrees to indemnify and hold harmless the City from any loss damage or liability resulting from a violation by Contractor of such laws, rules, regulations, ordinances or orders. The enactment of any state or federal statute or the promulgation of regulations thereunder regarding matters in or relating to the subject of this contract after execution of this contract shall be reviewed by the City and Contractor to determine and take such action as may be necessary.

17. PERSONNEL. Contractor shall at all times employ sufficient labor for performing work to full completion in the manner and time prescribed by this agreement. Any person employed by Contractor shall, at the written request of the City, be removed forthwith by Contractor from work relating to this agreement provided that such removal is based on a documented problem for which a cure was not effected within a reasonable amount of time. If the person is not removed or if replacement personnel are deemed unsuitable for proper completion of the work, the work may be suspended by written notice until the requirements have been met or the contract may be terminated consistent with the provisions contained herein.

18. NONDISCRIMINATION. Contractor agrees to comply with all federal and state civil rights laws and further agrees that Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment with respect to hiring, dismissal, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

19. NO IMPLIED WAIVER. The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

20. NON-ASSIGNMENT. Contractor may not sell, assign or pledge its rights and obligations under this contract or take any other action which may tend to encumber the direct contractual relationship between the City and the Contractor without the express prior written consent of the City, which the City may grant or withhold at its sole discretion. Any such consent granted by the City may be subject to any or all conditions as the City may require.

21. NON-COLLUSION. Contractor hereby warrants that neither Contractor nor any member, employee, agent, representative, officer, director or partner of the Contractor has directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, and has not received or paid, any money or other consideration for the execution of this contract other than what appears herein. Contractor also warrants that no person or organization has been employed or retained to solicit or secure this contract for payment of a commission, percentage, brokerage or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the specific purpose of securing business. Breach of either of the above warranties will allow the City to terminate this contract and to recover the full amount of the commission, percentage, brokerage or contingent fee.

22. TAX EXEMPTION. Prices contained in this contract and invoices submitted by Contractor for payment are not to include any tax for which the City is exempt. The City will furnish an exemption certificate for tax from which the City is exempted if such is requested by Contractor.

23. AUTHORITY. Each party represents and warrants that it has the authority to enter into this contract and that the person executing this contract has the authority to enter into this contract on behalf of his/her respective party.

24. SEVERABILITY. If any term of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive or judicial order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this contract shall remain in full force and effect.

25. NOTICE. Any notice provided for in this contract will be sufficient if given by certified mail return receipt requested to the party to be notified at the address specified below.

26. GENERAL. In case of conflict between the terms contained herein and the terms contained in any attachment, the terms herein shall control.

27. GOVERNING LAW. This contract is to be construed in accordance with and governed by the laws of the State of Indiana. Any lawsuit arising out of this contract must be brought and maintained in Putnam County, Indiana, unless otherwise agreed to by the parties.

28. PENALTIES/INTEREST/ATTORNEY'S FEES. The City will in good faith, perform its required obligations hereunder and the parties agree that the City shall not pay any penalties, liquidated damages, interest or attorney's fees, except as required by law.

29. ENTIRE AGREEMENT. This contract constitutes the entire agreement by and between the parties with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment signed by both parties.

Executed this _____ day of _____, 20__.

**CONTRACTOR: Greencastle/Putnam County
Development Center, Inc.**

CITY OF GREENCASTLE

By: _____
Kristin Clary, Executive Director

Mayor

ATTACHMENT A

ECONOMIC DEVELOPMENT SERVICES PROVIDED TO THE CITY OF GREENCASTLE BY THE GREENCASTLE/PUTNAM COUNTY DEVELOPMENT CENTER FOR CALENDAR YEAR 2025

The Greencastle/Putnam County Development Center shall provide the following services to the City of Greencastle:

1. Maintain a staffed, not-for-profit, economic development organization with at least two full-time employees. Facilitate phone calls, inquiries, and meetings with clients and the public.
2. Market the City of Greencastle to potential economic development prospects and projects, including interaction with the Indiana Economic Development Corporation, site selection consultants, and others. Work with the IPP (Indiana Power Partners) and regional economic development group Accelerate West Central Indiana for marketing purposes. Market the City of Greencastle, including the downtown vicinity to new prospective businesses, highlighting Greencastle's assets.
3. Work with local industries to support their retention and expansion through support of requests for tax abatement, assistance with the state, training grants, etc.
4. Prepare applications for any industry seeking tax abatement from the City Council, and manage the annual review process for all abatements granted by the City Council. Complete an annual review of all existing tax abatements, providing City Council with a comprehensive report detailing compliance with each company's abatement application (for example: Did the company meet its staffing goals? Did the company install the equipment listed in its abatement application?)
5. Maintain the center's tracking system in 2025 which shall include economic inquiries, responses to inquiries, visits, commitments generated from the inquiries and the results of direct marketing initiatives.
6. Host two public forums to gather community feedback on economic development priorities and progress. These forums may be in conjunction with City or other third-party initiatives.
7. Support and manage projects for the Greencastle Redevelopment Commission as outlined in the economic development plan for the city's tax increment financing area. Assist the Commission in financial reporting, preparation of budgets, and other administrative work.
8. Support the work of the Citizens Advisory Commission for Industrial Development, when operational. Assist CACFID in long range planning, implementation of projects, and marketing.

9. Assist city departments with projects to improve the quality of life of the community. Such projects include but are not limited to Downtown Development, the Green and Gold Grant with DePauw University, and improvements to Big Walnut Sports Park.
10. Bring to the attention of city departments any special utility needs or services required by local business and industry.
11. Maintain the Microloan Program, keeping records updated and making loans to businesses in the City of Greencastle (and Putnam County) when approved by the Development Center Executive Committee.
12. Continue administration of the Putnam County Leadership Academy, being the lead organization for this community resource.
13. The Mayor, City Council, the Redevelopment Commission, CACFID, Board of Works, Plan Commission and/or Board of Zoning Appeals may request other project assignments. Additional assignments must be approved by the Greencastle/Putnam County Development Center Executive Committee.
14. Provide a quarterly written performance report to City Council on economic development activities and outcomes achieved beginning in April 2025. The report shall include information from the tracking system established above. In the case of confidential inquiries, the name of the business may be removed or replaced with a generic name. It shall also include all other work done in furtherance of the items described in Attachment A. It may include similar information performed for Putnam County, but the information shall clearly delineate which work was done for the City and which was done for the County.



TO: Greencastle City Council Members
FROM: Kristin Clary, GCPCDC Executive Director
DATE: 11/14/2024

This is a recap of activity and projects at the Economic Development Office (Development Center) for 2024

PROJECTS

- READI 1.0 Grant: 180 Alliance: Four main projects (include Clear Creek Conservancy District (wastewater plant expansion), Town of Cloverdale (utility extensions and Bennington Way/McDonald's Road improvements), Town of Roachdale (offset water rates for water improvements), and Putnam County Housing Study) have been awarded and construction/study has begun, and three have been completed. Three additional projects (City of Greencastle (lighting project), City of Greencastle (mural project with seven murals), and Town of Russellville (Russellville Community Center roof replacement) have been awarded and are also underway. Two have been completed.

READI 2.0 Grant: CIRDA (Central Indiana Regional Development Authority): We submitted one project, Seminary Square, with coordination of City of Greencastle and DePauw University. We have heard it has been approved, but have received no formal notice of approval. Final request was \$2 MIL (for the City match), and will be used for the street scape project in coordination with the Green and Gold Grant.

- Cold Spring Solar Project: Dead
- Lone Star dba Buzzi Unicem: Finalized tax abatement with County Council approval in spring. They are undergoing engineering and will begin construction on project this fall. This expansion will include \$10 MIL in real property improvements and \$20 MIL in new machinery and equipment. The Greencastle Clinker Storage Expansion is set to begin construction in 2024. This expansion is requiring a huge natural gas line extension to plant.
- Liberty Industries: Finalized tax abatement with Town of Fillmore approval this fall. They have constructed an additional building with cost of \$400,000 and have relocated a second company onto their campus in Fillmore



- Dixie Chopper and Liberty Industries: We are coordinating with both companies and Centerpoint Energy to determine if gas can be extended to both facilities at a reasonable cost. Gas would have to come from City of Greencastle at easternmost point where Crown is located.
- Residential Tax Abatement: Worked with the City of Greencastle on another residential housing tax abatement for C&R Quality Rentals located on Tennessee Street, with city council approving request.
- Small Business Microloan Program: We have loaned out an additional six loans this year through this program, where we continue to lend money to small business throughout Putnam County through our Revolving Loan Fund, bringing our total to 29 loans made, which was started through a grant from the USDA with match money from Putnam County, City of Greencastle, and our office. To date, 12 loans have been paid back in-full, 1 loan was in default (where we received judgement from Putnam County Magistrate in small claims court) and 16 others are in good standing.
- Putnam County Leadership Academy: We have just completed our fifth year of the academy this spring. We have had 62 people graduate from the academy. This program brings individuals looking to take on leadership roles in their place of business or our community through a 12-week program and teaches them about personal and professional development as well as many things about Putnam County. Karen Heavin is the administrator of this program and continues to do a great job! We started this program because of many HR managers who had employees that needed leadership training to transition into a leadership role in their company. The program is open to all residents of Putnam County looking to enhance their leadership skills. Our annual meeting in September this year was concentrated on the leadership academy and its impact on the alumni and the places they work.
- Workforce Development: We continue to bring together employers and educators to work together to solve employment needs. We hosted a job fair in April where area school juniors and seniors explored potential hiring opportunities. We also bring in many guest speakers to speak directly with our companies on solutions to workforce gaps. As part of our BRE (Business Retention and Expansion) program we visited many existing companies to learn of future plans (potential expansions, closures, etc.) with the new city administration (Mayor Dunbar and Council President Langdon). Companies visited were Chiyoda, NSSB, Crown, Duke Energy, Garmong, Dixie Chopper, Heartland Automotive, Parke County REMC, and Centerpoint Energy. Have also met with Poet and C Bar C. Also took all four county school corporations representatives on an industry tour for manufacturing month in October through Chiyoda, Knitwell and Crown to expose them to available opportunities in our local companies.



- IEDC RFIs: We continue to submit properties to the state when companies are looking to (re)locate to Indiana through their RFI process. We have submitted 8 RFIs this year, which also requires us to continually update our sites and buildings database listings in the state's database to ensure completeness and accuracy. We have also completed the community profile project with the IEDC. This is a comprehensive listing of all assets and opportunities within a county kept at the state and shared with site selectors.
- Thrive: We continue to work with Thrive West Central on a couple of topics that can benefit Putnam County, including the regional housing steering committee, REDM (Rural Economic Development Model (Value Added Strategy)), a program with Purdue University and IEDA (Indiana Economic Development Assoc.) that studies rural regions in Indiana on how to better understand the impact of agriculture on the economic health, including supply chain, logistics, retail sales and other areas), and are exploring the potential of receiving an EDA grant to help get gas to Liberty Industries and Dixie Chopper.
- Relationship with DePauw University: We have worked closely with the University on the READI 2.0 process and Andrea Young, VP of Finance (and GCPCDC board member), to help further their CCC Lilly grant initiative and get housing for Depauw and local residents, to have them reside in the county and pay taxes and use disposable income locally instead of neighboring counties. This was our sole focus and only project submitted for READI 2.0. The Seminary Square Project is one of the five pillars selected, which directly focuses on solving some of our housing needs. This project is moving forward, with RFIs planned to be released in spring of 2025.
- County-wide housing study: We have selected a firm and are working with them to provide a housing study, including specific locations where we can place additional housing developments throughout the county. Plan will be completed early next year. Plan also details advantages of voluntary annexation for the City when planning a new housing development. The plan also studies how much inventory is needed for specific types of homes, including single-family and multi-family developments.
- Fundraising with Corporate partners, and contracts with County and City for Economic Development Services.

This is again not a comprehensive list of all the things we have done, but a highlight of the major projects and programs we have worked on in 2024.



We are requesting to renew our contract with the City of Greencastle through their EDIT funds at a contract amount of \$60,000 (an increase of \$5,000 from the last 3 years). We don't ask for an annual increase (as a cost of living adjustment) but ask for an increase every 3 years. All of our costs have risen, like everywhere else, and our continued commitment to the employers of Putnam County has allowed for employment to increase which directly impacts and increases the EDIT funds the county receives annually. We are asking to share in a small amount of this increase. These additional funds will also help cover some special projects Mayor Dunbar has requested we work on in 2025.

Please let me know if you have any questions.

Thanks, ~Kristin

ORDINANCE 2024-

AN ORDINANCE ESTABLISHING STORMWATER USER RATES AND CHARGES FOR THE CITY OF GREENCASTLE, INDIANA

WHEREAS, the state of Indiana required municipalities to create a Stormwater Management Plan and the Common Council of the City of Greencastle created a Plan on June 24, 2024 in passing Ordinance 2024-4;

WHEREAS, the City of Greencastle Stormwater Management Ordinance and Technical Standards Manual (the Plan) provided the general requirements and recommended and acceptable methods for design and review of stormwater quantity and quality infrastructure within the City of Greencastle.

WHEREAS, funds are needed to implement the requirements of the Technical Standards Manual and to make improvements to the City's current stormwater system.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Greencastle that Chapter 9, Article 9 shall be added to the Greencastle City Code, as follows:

CHAPTER 9. UTILITIES

ARTICLE 9. STORMWATER USER RATES AND CHARGES

§ 9-190. DEFINITIONS.

Unless otherwise defined in this subchapter, the terms and phrases shall be defined as follows:

- a. **BOARD OF PUBLIC WORKS AND SAFETY.** The Board of Public Works and Safety shall serve and provide such advisory duties regarding storm drainage matters as designated by the Common Council from time to time. The Board of Public Works and Safety shall additionally act to investigate, review and examine storm drainage conditions in the City of Greencastle for solutions to identified conditions, including but not limited to, construction, repair and maintenance. The Board of Public Works and Safety shall further be responsible for future stormwater planning for the City.
- b. **COMPACTED GRAVEL.** A gravel, crushed stone, or rock surface that impedes or prevents the infiltration of storm water into the soil. Such surfaces are subject to vehicle or equipment traffic, or are used as a roadway, driveway, alley or parking surface.
- c. **EQUIVALENT RESIDENTIAL UNIT (ERU).** The number of units, equal to the assumed average amount of impervious area of a single-family residential parcel of real estate within the city which is established at 3,000 square feet of impervious area per unit. The unit value, which will be carried out and rounded off to 1 decimal point, being the equivalent of 0.1 of an ERU, is also the basis for calculating the assessment of stormwater user fees for the city stormwater system.

- d. IMPERVIOUS AREA. Those areas which prevent or impede the infiltration of stormwater into the soil as it enters natural conditions prior to development. Common impervious areas include, but are not limited to, roof tops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, gravel surfaces, awnings and other fabric or plastic coverings, and other surfaces which prevent or impede the natural infiltration of stormwater run-off which existed prior to development.
- e. MS4. A municipal separate storm sewer system.
- f. MS4 OPERATOR. The person designated by the City of Greencastle as the person responsible for the oversight of the MS4 program and permitting process.
- g. NON-RESIDENTIAL REAL ESTATE. All real estate tax parcels which are not described by the definition of residential real estate shall be defined as non-residential. Non-residential real estate shall include:
 - (1) Agricultural real estate;
 - (2) Commercial real estate;
 - (3) Industrial real estate;
 - (4) Institutional real estate;
 - (5) Church real estate;
 - (6) School real estate;
 - (7) Federal, state, and local government real estate;
 - (8) Utility real estate; and
 - (9) Any other real estate not mentioned in this list and which is not described by the definition of RESIDENTIAL REAL ESTATE or UNIMPROVED REAL ESTATE.
- h. RESIDENTIAL REAL ESTATE. A separate tax parcel of real estate which is primarily used for dwelling purposes on which a building is situated which building contains 1 or more dwelling units which dwelling units are each used or are intended to be used primarily for living, sleeping, cooking, and eating. RESIDENTIAL REAL ESTATE shall include all types of dwelling units including single-family homes, duplexes, triplexes, and row type homes. RESIDENTIAL REAL ESTATE shall also include condominium dwellings, and mobile homes.
- i. UNIMPROVED REAL ESTATE. All real estate tax parcels that contain an immeasurable amount of IMPERVIOUS AREA.
- j. USER. An owner of a tax parcel of real estate within the corporate boundaries of the city, which directly or indirectly contributes to the stormwater system of the city.

§ 9-191. STORMWATER USER FEE.

A stormwater user fee shall be imposed on every tax parcel of real estate within the corporate boundaries of the city which directly or indirectly contributes to the stormwater system of the city, which charge shall be assessed against the owner thereof, who shall be considered the user for purposes of this subchapter. This charge is hereby deemed to be reasonable and necessary to pay for the regulation, planning, operation, maintenance, repair, replacement, and improvement of the existing and future city stormwater system. The ERU shall be set by the Common Council from time to time by ordinance or resolution. Subject to a future ordinance or resolution the ERU for Greencastle, Indiana is hereby set at 3,000 square feet. Prior to establishing or amending user fees, the municipality shall provide notice pursuant to I.C. 36-9-23-26.

§ 9-192. STORMWATER RATES.

Until later revised or amended, the stormwater user fees shall be at the rate of \$6.00 per month per ERU. This stormwater rate is designed to cover the cost of rendering stormwater service to the users of the city's stormwater system and shall be the basis for the assessment of the stormwater user fee. This rate is established so as to maintain adequate fund reserves to provide for reasonably expected variations in the cost of providing services, variations in the requirements for providing such services, as well as future improvements and capital needs. This rate may be evaluated and adjusted, as necessary, with regard to its sufficiency to satisfy the needs of the City's stormwater system; otherwise, this rate shall remain in effect. Any rate adjustments shall first be submitted to the Board of Public Works and Safety for recommendation and then passed by ordinance amendment by the Common Council of the City of Greencastle, after public notice and hearing.

§ 9-193 RATE STRUCTURE AND CALCULATION.

- a. There is hereby assessed a stormwater user fee to each owner of residential real estate and non-residential real estate located within the corporate boundaries of the city which contain impervious areas in an amount based upon the assigned ERU as determined below. Such stormwater user fees shall be calculated and assessed on a tax parcel basis by parcel number.
- b. Except as otherwise stated in this subchapter, all real estate having impervious area within the corporate boundaries of the city will be assigned an ERU in accordance with the following provisions:
 - (1) Residential real estate. A tax parcel containing a single dwelling unit shall be 1 ERU. A tax parcel containing 2 or 3 dwelling units shall also be assigned 1 ERU. All other tax parcels containing more than 3 dwelling units shall be assigned an ERU value based upon the parcel's individually measured impervious area in square feet divided by 3,000 square feet. This division will be calculated and rounded to one decimal place.

(2) Non-residential real estate. Each tax parcel of non-residential real estate shall be assigned an ERU based upon the parcel's individually measured impervious area in square feet divided by 3,000 square feet. This division will be calculated and rounded to one decimal place. However, the assessment for any non-residential tax parcel with a calculated monthly stormwater user fee equal to or less than \$6.00 shall be set at \$6.00.

(3) Unimproved real estate. Each tax parcel of unimproved real estate shall pay 1/3 the cost of 1 ERU, which at the time of this Ordinance, is \$2.00 per month. If the stormwater user fee of \$6.00 per ERU per month is amended at a later date, the fee for unimproved real estate will be adjusted accordingly.

(4) The identification of real estate tax parcels and key numbers, the classification of primary use, the determination of whether a tax parcel contains a dwelling, the number of dwellings a tax parcel contains, the classification of the type of dwelling unit and type of real estate, shall be based upon the existing data in the Putnam County's Geographic Information System. The calculation of the individually measured impervious area on a tax parcel shall be computed using a scale of 1:500, based upon the existing data in the Putnam County geographic information system (GIS) database for the respective determination date used for making the stormwater user fee assessments. If, for any reason, the calculation of the individually measured impervious area on a tax parcel cannot be accurately computed using a scale of 1:500, based upon the existing data in the Putnam County geographic information system database for the respective determination date, the calculation of the individually measured impervious area on a tax parcel shall be computed in the following order of priority:

(a) Using a scale of 1:500, based upon the existing data in the most recent Putnam County geographic information system database prior to the respective determination date used for making the stormwater user fee assessments; or

(b) Based upon the existing data in the Putnam County geographic information system database for the respective determination date used for making the stormwater user fee assessments.

The individually measured impervious area on a tax parcel computed in accordance with the provisions above may be adjusted, based upon the data from any permitted construction, additions, demolitions, and other changes on a tax parcel which occur after the date of the aerial photography utilized in the Putnam County geographic information system database, or based upon the actual verified conditions on the tax parcel, or both.

(5) For each current year stormwater user fee assessment, the determination date shall be March 1st of the prior year.

- c. There shall be no exceptions or exemptions from the assignment of ERUs and the assessment of stormwater user fees for an individual, particular type, or classification of real estate tax parcel within the corporate boundaries of the city.

§ 9-194 COLLECTION OF STORMWATER USER FEES.

- a. The collection of stormwater user fees authorized by this subchapter shall be shown on the utility billing statement due and payable on or before the due dates shown on the billing statement.
- b. Any storm water service charge not paid by the due date shall be considered delinquent. The delinquent charge of one quarter the applicable monthly rate of the billed amount shall be added to the next statement rendered.
- c. Delinquent storm water service charges constitute a lien against a property and may be collected along with applied penalties, recording fees, and service charges, in accordance with the provisions of I.C. 36-9-23-32 and 36-9-23-33, as amended from time to time. Delinquent storm water service charges, together with delinquent penalties, cost of collection, legal fees, and other expenses, may be collected by any lawful remedy.
- d. At the Clerk-Treasurer's discretion, stormwater user fees for users that do not receive monthly sewer, water or trash bills, may be billed on an annual basis.

§ 9-195 APPEALS OF ERU DETERMINATION.

- a. If, in the opinion of any user, the ERU assigned to the user's real estate tax parcel is inaccurate considering the number of dwellings or amount of impervious area on the property, the user shall have the right to contest the ERU determination and thus the stormwater user fees assessed in accordance with the provisions contained in this section.
- b. The user shall obtain and complete a "Petition to Appeal Stormwater Assessment" form which shall be filed with the City of Greencastle MS4 Operator with verifiable documentation supporting the user's claim. To be timely for any current year stormwater user fee assessment, a petition to appeal must be filed no later than the date on which the new user fee assessment shall be due and payable. Any petition filed after this deadline will result in the petition being reviewed for the following assessment year. The City of Greencastle MS4 Operator shall refer the petition to appeal to the Board of Public Works and Safety.
- c. The Board of Public Works and Safety shall investigate the user's claim and, upon review thereof, shall render a written determination that either the original ERU determination and assessment should be affirmed or that the user's rate should be adjusted and list the amount of said adjustment.
- d. The determination made by the Board of Public Works and Safety shall be forwarded to the user by certified mail, return receipt requested. The user shall have 15 days from the date of receipt to request reconsideration if dissatisfied with the decision from the Board of Public Works and Safety. Any additional facts concerning the dispute shall be reduced to writing and submitted, along with a copy of the original petition and supporting documents, to the City of Greencastle MS4 Operator. The

City of Greencastle MS4 Operator shall refer the matter to the Board of Public Works and Safety. The Board of Public Works and Safety shall submit a written report on its original determination in the case, along with any documents used, in denying the user's claim or in recommending an adjustment.

- e. Thereafter, the Board of Public Works and Safety shall review all documentation and conduct an informal hearing to determine and resolve the dispute based upon the documentation submitted and any oral testimony. The Board of Public Works and Safety shall issue a determination which shall be binding upon the Board of Public Works and Safety and the user. The hearing shall be recorded, and the minutes of the hearing provided upon request at a cost per page as determined by the Clerk-Treasurer, which rate shall be amended from time to time.
- f. Any user aggrieved by the final Board of Public Works and Safety determination shall have the right to judicial review of such determination in accordance with state law.
- g. If a user's stormwater assessment is reduced or eliminated by the Board of Public Works and Safety or court of law, the user shall be refunded accordingly for any overpayment made from the earlier date the stormwater user fee assessment was paid or was due and payable.
- h. A dispute or appeal of an ERU determination for stormwater assessment shall not be a valid reason for non-payment of the originally assessed stormwater user fee.

§ 9-196. STORMWATER UTILITY FUND.

All revenues earned and storm water service charges collected for storm water service, including, but not limited to, drainage service charges, permit and inspection fees, directed charges, and interest earnings on any used funds shall be deposited in an account entitled "Greencastle Stormwater Revenue Fund" and shall be subject to the provisions of I.C. 36-9-23, as amended from time to time. Disbursements from the Stormwater Revenue Fund shall be authorized by the Board of Public Works and Safety, and as required by law, by the Common Council. Such disbursements shall be used exclusively for the operation, maintenance, and improvement of the City's stormwater system. Funds from this account shall not revert to any other city utilities or the General Fund of the city and may not be transferred for any other purpose.

This Ordinance shall take effect and assessment of fees shall begin January 1, 2025.

SO ORDAINED by the Common Council of the City of Greencastle, Indiana this 12th day of December, 2024.

Mark Hammer

Stacie Langdon

David Masten

Tina Nicholson

Kathi Asbell

Vincent Aguirre

Darrel Thomas

Approved and signed by me this 12th day of December , 2024, at _____ o'clock ____m.

Lynda Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk-Treasurer

ORDINANCE 2024-16

AN ORDINANCE ADOPTING AND ESTABLISHING DESIGNATED OUTDOOR REFRESHMENT AREAS IN THE CITY OF GREENCASTLE, INDIANA

WHEREAS, Indiana Code 7.1-3-31 et seq. authorizes the establishment of a Designated Outdoor Refreshment Areas ("DORA") within municipalities.

WHEREAS, the Common Council of the City of Greencastle (City) believes it to be in the best interest of the City to establish DORA districts throughout the city with the ability to establish a total of seven (7) DORAs.

WHEREAS, one DORA shall be located in the City's downtown area, as shown and depicted on the attached map labeled as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Greencastle, State of Indiana, as follows:

There is hereby added to the Greencastle Code of the City of Greencastle, Indiana, Chapter 4, Article 5. Designated Outdoor Refreshment Areas, the language of which shall be:

CHAPTER 4. FEES, LICENSES, PERMITS, AND FRANCHISES **Article 5. Designated Outdoor Refreshment Areas**

Sec.4-110. Incorporation of State Law.

All definitions stated under Indiana Code 7.1-1-3-31 et seq. shall apply to this Ordinance and are incorporated herein by reference.

Sec. 4-111. Establishment.

The City of Greencastle (the "City") does hereby authorize the establishment of Designated Outdoor Refreshment Areas ("DORAs"), as described and detailed herein, with the potential to establish a total of seven (7) DORAs in and throughout the City, as allowed by law.

Sec. 4-112. Revocation of DORAs. The City may, at any time, by Ordinance of Common Council, amend, revoke, or alter a DORA, individually, or all DORAs in their entirety.

Sec. 4-113. Downtown DORA Designation

The area depicted in Exhibit "A," attached hereto and incorporated herein, is designated as the Downtown Designated Outdoor Refreshment Area ("Downtown DORA"). The Downtown DORA and all subsequently adopted and established DORA areas are referred to collectively, herein, as "DORAs" or generally as a "DORA." The boundaries of the Downtown DORA by street location and direction are as follows:

a. Zone 1. (Historic Downtown)

Boundaries: East Sidewalk from the intersections at N. Market St. and E. Franklin St. to the west sidewalks at N. College St. and E. Franklin St.; from the north sidewalk of Franklin St., south to the south sidewalk of W. Walnut St.; and all the area in between.

Overview: Downtown Greencastle. The sidewalk directly behind the West side of the Square down to Walnut St, to include the alley beside 16 S. Jackson St.(The Whisk). To the west of 102 E Franklin St (Lost Hollow), and including 126 E Washington Street (Doc's Inn). And north of the public lot on Walnut St. Dora Cups are prohibited in all municipal parking lots while lots are in use for parking and permitted during special events that take place in city lots.

b. Zone 2 (East Downtown/South City Hall)

Boundaries: The south sidewalk from the intersection of S. College St. and US HWY 231 (Washington St) to the west sidewalk at the Intersection of S. Locust St. and US HWY 231 (Washington St). south to the south sidewalk of E. Walnut St.

Overview: The area east of Zone 1 and North of Zone 3 to include 302 & 306 E Washington Street (Taco Wapo and Meyer's Market), with the approval of St. John's Catholic Church.

c. Zone 3 (Seminary Square/DePauw Corridor)

Boundaries: From the west sidewalk of Indiana St. to the east sidewalk of S. Spring St. From the south sidewalk of E. Walnut St. to the south sidewalk of E. Seminary St.

Overview: From the bottom edges of Zone 1 and Zone 2, south to include 202 S College and 2 West Seminary (Marvin's, The Duck).

Sec. 4-114. Compliance with Zoning Code.

The City Council finds that adoption of the Downtown DORA and/or other DORAs are consistent with the City of Greencastle's Zoning Code.

Sec. 4-115. DORA Signage.

The minimum signage designating DORA boundaries, as required by Indiana Code 7.1-3-31 et seq. for all DORAs, shall be required. All signage posted in furtherance of the Downtown DORA and/or other DORAs shall comply with all signage requirements of the City of Greencastle as enumerated by ordinance and of Zoning Code. Signage indicating the boundaries shall be placed at common and conspicuous exit locations a DORA. That signage for the Downtown DORA shall be placed in a manner substantially similar to the locations indicated the map attached hereto as Exhibit "B." The DORA signs shall include signs with pole mounts and sidewalk decals, to indicate boundaries and rules (Exhibit B).

All Designated Permittees and/or Vendors participating within a DORA shall decals signs indicating that the Designated Permittee and/or Vendor is a business participating in the DORA. Said decals shall contain the (i) DORA Logo, (ii) that a person may not enter the premises with an alcoholic beverage unless the alcoholic beverage is in a DORA container from another Designated Permittee or Vendor; (iii) that a patron may exit the premises into the DORA with only two (2) open containers of alcoholic beverages at a time; and (iv) all notices required by I.C. 7.1-3-31-16, as amended from time to time. Said decal shall be placed at each entry and exit point of the Designated Permittee. All decals and other signage placed by a Designated Permittee and/or Vendor shall also be in compliance with and subject to the Zoning Code of the City of Greencastle and shall not count towards the location's total number of allowable signs.

Sec. 4-116. DORA Logo.

The City of Greencastle, by and through the Mayor's office, shall adopt and establish a common brand or logo ("DORA Logo") for Downtown DORA and all future DORAs. Any and all signage utilizing the DORA Logo shall be approved by the City of Greencastle through its designated and appointed agent and shall comply with all applications and fees so determined or required.

Sec. 4-117. Hours of Operation. Hours of operation for all DORAs shall be as follows:

January 1 - December 31.

Thursday to Saturday, 10 AM - 11 PM.

Sec. 4-118. Designated Permittee. Businesses, persons, entities, or organizations which are located within a DORA wishing to continually participate by selling or distributing alcoholic beverages shall be required to complete and submit an application and pay a \$50 application fee to the Clerk-Treasurer of the City of Greencastle in order to participate in a DORA as a "Designated Permittee," as defined in I.C. 7.1-3-31 et seq. If the application meets all City requirements and is approved by the Clerk-Treasurer, the Clerk-Treasurer shall send the application to the Alcohol and Tobacco Commission for said Commission's approval. Only those applications approved by the Alcohol and Tobacco Commission shall be allowed to participate in the DORA. The Clerk-Treasurer shall be permitted to delegate this application process to his/her designee to process applications. Any establishment wishing to join or expand operations within the DORA must submit a "Designated Outdoor Refreshment Area Application" to the Clerk-Treasurer to approve. An applicant may bring its form to the City Council for approval in lieu of submitting it to the Clerk-Treasurer.

Sec. 4-119. Trash Receptacles. A Designated Permittee approved by the City of Greencastle and the Alcohol and Tobacco Commission shall continuously maintain a trash receptacle(s) outside of all main entrances to their premises at its sole cost and expense.

Sec. 4-120. Special Event Application. Any business, person, entity, or organization, which is either (a) not a Designated Permittee; or (b) a Designated Permittee wishing to expand operations and service into the DORA beyond its licensed premises, that desires to sell alcoholic beverages during an event, festival, or otherwise within a DORA (both of the foregoing are referred to herein as a "Vendor"), shall submit a Special Event Application and pay all required fees, if any so determined, to the City of Greencastle for review and approval by the Chief of the Greencastle Police Department with a copy of the application to the office of the Mayor. Prior to submission of the Special Events Application, the Vendor shall provide, as an attachment to the application, copies of the Vendor's (i) Temporary Beer or Wine Permit or Catering Permit and/or supplement thereto; (ii) Temporary Vendor Designation, both of which may be obtained from the Alcohol and Tobacco Commission; (iii) a Certificate of Insurance, listing the City of Greencastle as an additional insured, and (iv) any other required documentation or items so requested.

Vendors shall be permitted to establish a location of service and participation anywhere within a DORA in which they have elected to participate, subject to review and approval by the City of Greencastle after review of the Vendor's Special Event Permit application.

Sec. 4-121. Right of Refusal

- a. Any business, residence, landlord, building owner, retailer, real property owner, lessee, and/or other establishment located in a DORA may, on a non-discriminatory basis, refuse to allow patron(s) to enter their premises, building, property, or business with an alcoholic beverage. Any business or premises which elects to exercise a right of refusal or to otherwise deny patrons entry with alcoholic beverages is recommended to post signage indicating such election; but, such signage shall not be required.
- b. Any business or premises located in a DORA which allows patrons to enter their premises, building, property, or business with an alcoholic beverage shall be required to post signage indicating that said business or premises is a participant in the DORA and that alcoholic beverages are permitted.
- c. The City of Greencastle maintains full authority and control over sidewalks, streets, parks, and/or other common areas of the city and no person or entity may prohibit or limit open and authorized containers in accordance with I.C. 7.1-3-31 et seq. within a DORA in those spaces except for the City of Greencastle Police Department.
- d. All Designated Permittees and/or Vendors shall continue to have the right to refuse service to any patron in their sole discretion in compliance with Indiana Law.

Sec. 4-122. Permitted Amounts. All Designated Permittees and/or Vendors shall permit patrons to exit a Designated Permittee's and/or Vendor's premises with not more than two (2) open containers of alcoholic beverage at a time. The contents of an open container may not exceed the following amounts:

- a. Beer or flavored malt beverage of not more than sixteen (16) ounces;
- b. Wine, cider, or hard seltzer of not more than twelve (12) ounces; and
- c. A mixed drink of not more than ten (10) ounces which contains not more than two (2) ounces of liquor.

Sec. 4-123. Authorized Containers. Designated Permittees and/or Vendors shall only permit patrons to exit their premises into a DORA if the alcoholic beverages, as described hereinabove have been placed into a clear plastic cup labeled with a label approved and authorized by the City of Greencastle ("DORA Container"). Beverages consumed within a Designated Permittee's or Vendor's premises are not required to be in a DORA Container. Glass containers are explicitly prohibited from exiting the Designated Permittee's and/or Vendor's premises into the DORA.

- a. The City of Greencastle may delegate and designate a department, agent, entity, or individual the right to serve as the exclusive designer, manufacturer, distributor, and/or retailer and service provider of DORA Containers for use in DORAs.
- b. The City of Greencastle shall adopt and approve a DORA Container, the design of which shall include the DORA Logo and/or any other information approved or so required by Greencastle City Council.
- c. It shall be the responsibility of each participating Permittee/Vendor to purchase, at its expense, the designated DORA Containers which it sells at its location.

Sec. 4-124. Carryout Businesses. The carryout privileges that a Designated Permittee may have under the scope of the Designated Permittee's other permits or licenses shall not be impacted or otherwise affected by being located within a DORA. Carryout of sealed original containers shall be permitted, but said containers shall not be opened or consumed within a DORA.

Sec. 4-125. Revocation of Designated Permittee or Vendor Status. Failure of a Designated Permittee and/or Vendor to comply with this ordinance shall result in an immediate revocation of a Designated Permittee's and/or Vendor's right and ability to participate in a DORA. In such event, the City of Greencastle or its designated department or agent, shall deliver or serve notice of such revocation to Designated Permittee and/or Vendor. Said revocation shall contain the following: (i) that the revocation shall be immediately effective; (ii) that the Designated Permittee and/or Vendor shall immediately cease their participation in the DORA; and (iii) the basis for the revocation.

In the alternative of a revocation of a Designated Permittee's or Vendor's right and ability to participate in the DORA, the City of Greencastle or its designated department or agent may issue a fine to a Designated Permittee or Vendor for their failure to comply with this ordinance in an amount not exceeding five hundred dollars (\$500.00). The issuance of said fine shall comply with the notice requirements set forth in the preceding section.

Sec. 4-126. Prohibition of Outside Beverages. Persons may not consume beverages within a DORA which (1) were not purchased from a Designated Permittee or Vendor and/or (2) which were brought from outside a DORA into the subject DORA. The refilling of an authorized container with alcoholic or other beverages is strictly prohibited. Individuals found to be in violation of this section shall be subject to a fine of up to five hundred dollars (\$500.00).

SO ORDAINED by the Common Council of the City of Greencastle, Indiana this ____ day of _____, 2024.

Mark Hammer

Stacie Langdon

David Masten

Tina Nicholson

Kathi Asbell

Vincent Aguirre

Darrel Thomas

Approved and signed by me this ____ day of _____, 2024, at
_____ o'clock ____m.

Lynda Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk-Treasurer

EXHIBIT A

