City of Greencastle

Board of Works
Regular Session

Mikayla Johnson - Clerk Treasurer

December 18, 2024 | 4:30 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

AGENDA

I. Pledge of Allegiance

II. Call to Order; Roll Call

III. Special Requests

IV. Emergency Repairs

V. Approval of Minutes

- A. Approval of Minutes - November 20, 2024

VI. Approval of Claims

- A. Water
- B. Wastewater

VII. 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

VIII. Old Business

- A. T-Mobile Contract
- B. Water Budget

IX. New Business

- A. Wastewater Budget
- B. United Consulting Contract
- C. Amendment to Watchman Roofing Contract
- D. Aspire Building Group MOU

X. Adjournment

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

City of Greencastle

Board of Works
Regular Session

Mikayla Johnson - Clerk Treasurer

November 20, 2024 | 4:30 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 4:30pm. Clerk-Treasurer, Mikayla Johnson, called the roll. Thom Morris, Trudy Selvia, and Mayor Dunbar were present.

III. Special Requests

A. Sewer Leak Adjustment - 107 S. College Ave. Apt. 1 - $759.12
Trudy Selvia made a motion to approve the sewer leak adjustment as presented, second by Thom Morris, 3-0, motion carried.

B. Sewer Leak Adjustment - Fillmore Sewer - $21,029.80
Thom Morris made a motion to approve the sewer leak adjustment as presented, second by Trudy Selvia, 3-0, motion carried.

IV. Emergency Repairs

A. 413 Meadow Dr
208 Olive St.
Trudy Selvia made a motion to approve the emergency repairs as presented, second by Thom Morris, 3-0, motion carried.

V. Approval of Minutes

A. Approval of Minutes - October 16, 2024
Trudy Selvia made a motion to approve the minutes as presented, second by Thom Morris, 3-0, motion carried.

VI. Approval of Claims

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

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

VII. 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

VIII. Old Business

IX. New Business

A. Discussion: Washington St. Water and Sewer Line
Trudy Selvia made a recommendation to put new water lines in since we will already be there and there is high potential for possible damage. Thom Morris concurs and adds that it's imperative to always be prepared to find issues.
The camera has been through to assess the sewer line and for the most part looks really good. Utility Superintendent, Oscar King, notes that there could be potential spot fixes.
Thom Morris made a motion to approve the mayor to move forward with the engineering of the road project and replace the water line, second by Trudy Selvia, 3-0, motion carried.

B. Discussion: Water Budget
The 2025 Water Budget was presented to Board of Works members for discussion, no action was taken.

C. Toddson/J.Mar Change Order
Trudy Selvia made a motion to approve the change order for the Mayor to sign in the amount of $59,948, second by Mayor Dunbar, 2-0, motion carried. Thom Morris abstained.

D. Discussion: T Mobile Contract
City Attorney, Laurie Hardwick, brought a few different options for contracts before the BOW. They are most comfortable with 29 years. Laurie will work on that and bring it back next month. No action was taken.

E. Hiring of a Full-Time Firefighter

Trudy Selvia made a motion to approve making a conditional offer to Cassie Baldwin contingent on Peter Morton's two-week notice, second by Thom Morris, 3-0, motion carried.

F. Splitting of the Water and Wastewater Utilities

Trudy Selvia made a motion to approve splitting of the Water and Wastewater Utilities and hiring of a new Water Utility Supervisor, second by Thom Morris, 3-0, motion carried.

X. Adjournment

Trudy Selvia made a motion to adjourn the meeting at 5:28pm, second by Thom Morris, 3-0, motion carried.

Lynda R. Dunbar, Mayor

ATTEST:

Mikayla J. Johnson, Clerk - Treasurer

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

November 2024

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

ATTACHMENTS

1. 20241206080812
2. 20241205151655

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

Jeff [illegible]	Nola M. Zimmerman
Linda L. Huber	

Forest Hill Cemetery

To The Honorable Board of Trustees
Forest Hill Cemetery

The Following Exhibit for the Month Ending** November 30 20 24, **Respectfully Submitted.

Date	Received From	Referance To	Rent Paid	Stake Fee	Interment Fee	Misc.	Price of Lot Sold	Total Collected	Lot	Block	Range	Row	Grave	Crypt	Book
1	Bittles & Hurt FH	Julia Salem			$750.00			$750.00	46			12	5		New
1	Phillip King Estate	Phillip King			$500.00			$500.00	64			22	3		Elmore
6	Moore FH	Deloris Torrence			$750.00			$750.00	8			2	4		Butler
8	Philip Bingham		$500.00					$500.00							Rent
8	Vicky Phillips						$2,750.00	$2,750.00				A1 Sout	20-23		Little Singles
8	Kristie Alexander						$687.50	$687.50	13	E	1				Little Singles
12	Thomas Monument	H. & C. Maginity		$100.00				$100.00	7			4	8&9		Butler
12	M. & C. Butler			$100.00				$100.00	0			4	1&2		Butler
12	Bittles & Hurt FH	Marsha Wiggins			$750.00			$750.00	12	E	11		4		Masten
19	Chrischelle Brown						$750.00	$750.00	2			3	4		Veterans
20	Thomas Monument	J. & S. Sanders		$100.00				$100.00	105			27	7&8		New
20	Slade & Callie Spudes	Brittany Price			$750.00			$750.00	9	D	4				Roach
25	Deanna Ferrari	Nancy Grimes			$500.00			$500.00	8	C	13				Abbey
26	Bousley FH	Steven Wood			$500.00	small cont.		$500.00	3			3	12		Butler
			$500.00	$300.00	$4,500.00	0.00	$4,187.50	$9,487.50							

Jason Keeney Superintendent

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

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	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

None

One North Locust St.
Greencastle, IN 46135

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

Dec 3rd, 2024

Greencastle Police Department Common Council Report NOVEMBER 2024

CALL ACTIVITY TOP 5	#
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.

ATTACHMENTS

None

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

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	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Scanned-image12-10-2024-113641
2. Report to Council and BOW

Greencastle Utilities

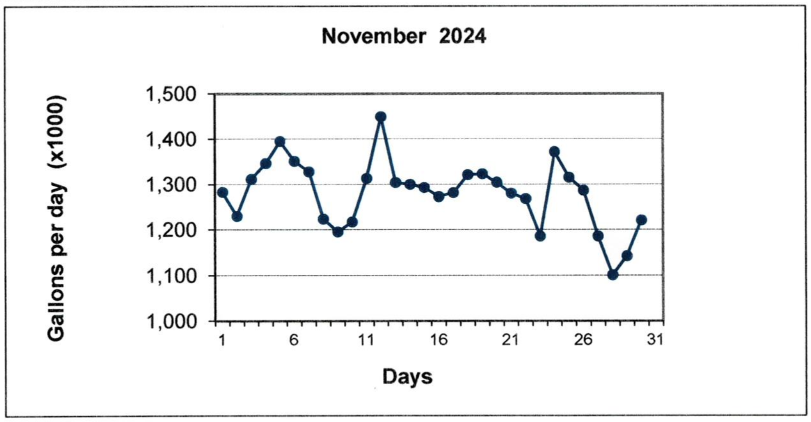
Monthly Report

November 2024

Current		One year ago	Two years ago
173	Service work orders	93	92
13	Field work orders	6	4
7	Leaks	6	4
196	IUPPS line locates	193	172
3725	Total active accounts	3725	3725
53	Disconnect notices actually acted upon	42	35
1,279,818	Average daily pumpage	1,320,757	1,297,069
1,449,258	Peak Day	1,465,944	1,577,440
1,100,784	Minimum Day	1,189,711	1,120,074

Year 2024

430,355,849	Gallons of water pumped
338,610,876	Gallons of water sold
8,437,508	Known loss/usage
19.2%	Unaccountable water



Emergency Repairs:

Address	Date	Time	Repaired By	Brief Discription

			Read Cycle Adjustment								
	Month	Calendar Month Pumpage	Pumpage subtracted to match reading dates	Pumpage added to match reading dates	Known Water Usage / Loss	Metered but not yet billed (Average)	Gallons Sold	Adjusted Gallons Pumped	Unaccountable Water	Peak Day Gallons	Peak Day
2022	January	39,076,621	3,408,254		817,189	1,428,399	28,483,840		12.6%	1,497,193	10
	February	37,784,673			441,958	1,429,651	29,018,660		18.2%	1,421,769	1
	March	41,499,923			217,901	1,410,729	31,184,868		20.9%	1,600,877	14
	April	40,216,949		1,353,970	485,137	1,706,713	31,196,836		20.3%	1,471,152	12
	May	44,807,005	1,353,970		1,307,148	1,723,094	32,964,360		16.6%	2,008,764	13
	June	43,633,016			401,317	1,715,389	34,963,016		15.0%	1,620,939	13
	July	45,122,107			793,733	1,752,472	35,574,880		15.5%	1,659,133	6
	August	47,113,510			2,340,069	1,760,308	35,998,996		14.9%	2,184,110	22
	September	42,706,324		2,665,590	657,242	1,723,856	35,084,192		18.5%	1,594,415	1
	October	41,695,914	2,665,589		1,641,504	1,731,631	29,472,696		14.8%	1,718,835	15
	November	38,912,077			611,264	1,717,494	28,682,600		20.3%	1,577,440	1
	December	41,252,630	0	2,590,360	3,505,260	1,737,914	30,982,908		19.7%	1,726,744	26
YTD	**Totals:**	**503,820,748**	**7,427,812**	**6,609,920**	**13,219,722**	**1,760,308**	**383,607,852**		**20.7%**	**2,184,110**	
2023	January	41,239,898	2,590,360	0	4,036,264	1,706,541	26,770,172	32,906,732	18.6%	1,457,456	4
	February	38,336,946	0	0	2,213,767	1,684,266	27,835,324	34,438,913	19.2%	1,515,326	12
	March	39,287,364	0	2,385,980	660,645	1,708,194	31,965,032	39,304,505	18.7%	1,417,140	7
	April	40,785,136	2,385,980	0	370,428	1,708,524	30,017,988	36,320,205	17.4%	1,594,319	23
	May	43,505,894	0	0	651,513	1,725,563	35,085,688	41,128,819	14.7%	1,771,401	22
	June	44,088,742	0	2,573,670	877,926	1,717,253	36,387,208	44,067,233	17.4%	1,649,970	4
	July	44,838,641	2,573,670	0	1,374,222	1,713,804	32,229,076	39,176,944	17.7%	1,565,287	14
	August	48,423,398	0	0	1,382,355	1,740,583	37,310,240	45,300,459	17.6%	2,106,179	24
	September	46,526,226	0	1,414,560	2,820,141	1,739,768	36,795,616	43,380,877	15.2%	3,032,774	10
	October	42,488,540	1,414,540	0	1,595,838	1,708,726	32,915,740	40,598,516	18.9%	1,630,101	10
	November	38,912,077			611,264	1,717,494	28,682,600		20.3%	1,577,440	1
	December	44,143,236	0	1,274,880	2,549,266	1,732,727	31,393,560	41,136,122	23.7%	1,738,608	27
YTD	**Totals:**	**512,576,098**	**8,964,550**	**7,649,090**	**19,143,630**	**1,740,583**	**387,388,244**	**490,376,426**	**21.0%**	**3,032,774**	
2024	January	47,050,046	1,274,880	0	1,691,397	1,748,240	31,900,704	42,335,529	24.6%	2,318,465	18
	February	39,659,758	0	0	534,936	1,709,999	32,124,356	37,414,822	14.1%	1,490,442	1
	March	39,578,547	0	0	385,486	1,710,295	31,461,628	37,482,766	16.1%	1,368,818	7
	April	41,215,979	0	0	1,016,171	1,722,801	31,968,772	38,477,006	16.9%	1,893,506	29
	May	44,258,108	0	2,517,350	1,266,366	1,742,539	36,790,380	43,766,552	15.9%	1,875,953	3
	June	41,305,677	2,517,350	0	583,700	1,664,449	31,930,624	36,540,177	12.6%	1,518,123	22
	July	45,253,568	0	0	1,601,502	1,700,286	36,342,328	41,951,781	13.4%	2,068,467	11
	August	45,847,508	0	2,766,100	555,168	1,660,546	38,903,480	46,397,894	16.2%	1,636,274	28
	September	43,920,244	2,766,100	0	394,987	1,704,224	34,047,716	39,054,933	12.8%	1,611,680	4
	October	42,266,415	0	0	407,797	1,676,866	33,140,888	40,181,752	17.5%	1,712,470	21
	November										
	December										
YTD	**Totals:**	**430,355,849**	**6,558,330**	**5,283,450**	**8,437,508**	**1,748,240**	**338,610,876**	**418,895,221**	**19.2%**	**2,318,465**	

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 TELEVISED (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 TELEVISED (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	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

None

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	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

None

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. T-Mobile Amendment-final

One North Locust St.
Greencastle, IN 46135

<u>REINSTATEMENT AND FIRST AMENDMENT TO STANDARD LEASE AGREEMENT</u>

This Reinstatement and First Amendment to Standard Lease Agreement (the "**<u>First Amendment</u>**") is effective as of the last signature below (the "**<u>Effective Date</u>**"), by and between Greencastle Water Works Department ("**<u>Lessor</u>**"), and T-Mobile Central LLC, a Delaware limited liability company previously referred to as Omnipoint Communications Midwest Operations, LLC, a Delaware limited liability company ("**<u>Lessee</u>**") (each a "**<u>Party</u>**", or collectively, the "**<u>Parties</u>**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Standard Lease Agreement dated May 3, 1999, (the "**<u>Lease</u>**") regarding the leased premises ("**<u>Premises</u>**") located at 25 West and 250 South, located in the Township of Cloverdale, County of Putnam, State of Indiana (the "**<u>Property</u>**").

The Lease expired on or about July 25, 2024, since which time Lessee has continued to make all required payments and has remained on the Property, under the terms of the Lease with Lessor's permission.

For good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the Lease never expired.

2. At the expiration of the Lease, the term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms and then one four (4) year term (each an **"<u>Extension Term</u>"**), provided that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of then current Extension Term.

3. At the commencement of the first Extended Term provided for in this First Amendment, Lessee shall pay Lessor One Thousand Three Hundred-Fifty and XX/100 Dollars ($1,350.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. As of the date of this First Amendment, the escalation set forth in the Lease shall terminate and the Rent will escalate by three percent (3%) of the Rent in effect for the previous year starting on July 26, 2025 and on each anniversary thereafter. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Rent by Lessee.

4. Lessee may transmit and receive on any frequencies permitted by law.

5. Notwithstanding anything to the contrary in the Lease and as of the Effective Date of the First Amendment, Lessor shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.

6. If Lessor desires to redevelop, modify, remodel, alter the Property or make any improvements thereon ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Antenna Facilities, then: (i) Lessor may require Lessee to relocate Antenna Facilities once during the Term of the Lease; (ii) Lessor shall give Lessee not less than twenty-four (24) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation, including approval and permitting costs, shall be paid by Lessor; (v) the relocation shall be performed exclusively by Lessee or its agents; (vi) the relocation shall not limit or interfere with Lessee's Permitted Uses of the Premises; (vii) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the Antenna Facilities; and (viii) if the Parties cannot agree upon a suitable area for relocation, then Lessee may terminate the Lease in its reasonable judgment upon written notice to Lessor, without penalty or further obligation.

7. Should temporary relocation of the Antenna Facilities be required for Lessor repairs to a Building or the Premises, then: (i) Lessor may require Lessee to temporarily relocate Lessee's Antenna Facilities once per each Extended Term of the Lease ("**Temporary Relocation**"); (ii) Lessor shall provide Lessee at least six (6) months' prior written notice of any repairs, maintenance or other work (the **"Work"**), which would require the Temporary Relocation; (iii) the Work will not limit or interfere with Lessee's Permitted Uses; and (iv) Lessor will reimburse Lessee for all expenses incurred by Lessee required to accommodate the Work. Lessee may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Lessee coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Lessee shall have the right to reinstall the Antenna Facilities immediately upon the completion of the Work.

8. Lessee shall have the right to connect to and otherwise utilize any and all pre-existing utility related equipment, or alternatively, to construct, install, operate, maintain, repair, add, upgrade, remove or replace utility related equipment (collectively, the "**Utility Facilities**") located on or serving the Property, which are either owned by or available to Lessor.

9. Lessee shall be responsible for all utility charges for electricity, or any other utility service used by Lessee on the Premises (the "**Utility Charges**"). Lessee may install separate meters or submeters for the utility usage of Lessee.

10. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or

Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessor:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ MW07123B

If to Lessee:

Greencastle Water Utility
P.O. Box 288
1 N. Locust
Greencastle, Indiana 46135

11.

12. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

13. Lessor will execute a Memorandum of Agreement at Lessee's request. If the Property is encumbered by a deed, mortgage or other security interest, Lessor will also execute a subordination, non-disturbance and attornment agreement.

14. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Lessor.

15. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

16. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.

17. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Lessor is represented by any property manager, broker or any other leasing agent (“Agent”), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

18. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Lessor:	**Lessee:**
Greencastle Water Works Department, City of Greencastle	T-Mobile Central LLC, a Delaware limited liability company
By: ________________________________	By: ________________________________
Print Name: __________________________	Print Name: __________________________
Title: ________________________________	Title: ________________________________
Date: ________________________________	Date: ________________________________

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. 2025 Water Budget

One North Locust St.
Greencastle, IN 46135

Prescribed by Department of Local Government Finance
Approved by State Board of Accounts

2025 OPERATING WATER BUDGET

Water
Office, Board, Commission, Department, Institution or Fund

City of Greencastle
City or Town

For Calendar Year 2025

			Items	Total Estimate	Approved	
410	**PERSONAL SERVICES**					
	Salaries and Wages	411.01				5-710-601.0000
	411.0110	Dept. Super Salary	$ 90,784			
	411.0110	Asst. Superintendent	$ 82,634			
5'	411.0130	Salaries -Fulltime	$ 706,830			
	411.0150	Salaries - Admin	$ 142,975			
	411.0150	Elected Officials & BOW	$ 70,888			
	411.0160	Salaries - Overtime	$ 20,000			
	Employee Benefits			$ 1,114,111	$ 1,114,111	
	413.0100	FICA/Medicare	$ 143,558			
	413.0300	Retirement (PERF)	$ 175,952			
	413.0400	Unemployment	$ 2,358			
	413.0500	Insurances	$ 394,843			
	Other Personal Services	415.00				
		Uniforms	$ 7,500			5-710-604.0700
		Total Personal Services		**$ 1,838,321**	**$ 1,838,321.45**	
420	**SUPPLIES**					
	Office Supplies					
		Office Supplies	$ 9,000			5-780-620.0012
		Postage	$ 2,500			5-780-620.0013
		Janitorial Supplies	$ 2,000			5-730-675.0005
		Misc. Building Materials	$ 1,500			5-730-675.0008
	Operating Supplies					
		Gasoline & Oil	$ 15,000			5-730-616.0000
		Water Treatment Chemicals	$ 50,000			5-730-618.0000
	Repair & Maintenance Supplies					
		Vehicle Maint. & Repair	$ 6,500			5-750-620.0013
		Small Equip. & Tools	$ 3,000			5-730-622.0000
		Meter Repair Parts	$ 7,500			5-750-620.0005
		Distribution Supply	$ 225,000			5-760-620.0000
		Hyrdant Repair	$ 2,500			5-750-636.0001
		Plt & Off O&M Supplies	$ 9,500			
	Other Supplies					
		Lab Supplies	$ 10,000			5-740-618.0005
		Safety Supplies & Equip	$ 3,000			5-740-618.0006
		Computer Supplies/upgrade	$ 12,500			5-780-620.0011
		Total Supplies		**$ 359,500**	**$ 359,500.00**	
430	**OTHER SERVICES AND CHARGES**					
	Professional Services					
		Audit	$ 7,500			5-780-675.0013
		Consulting	$ 30,000			5-780-636.0000
		Engineering Contractual	$ 40,000			5-780-631.0000
		Hiring Fees	$ 1,500			5-780-620.0017
		Badger Fees	$ 12,500			5-780-636.0013
		Meter Communication Fee	$ 8,000			New
		Credit Card & Bank Fees	$ 7,500			5-780-636.0012
		Incode Maintenance Cont	$ 30,000			5-780-636.0011
	Communication & Transportation					
		Mileage	$ 200			5-780-620.0015

PAGE 2

			Items	Total Estimate	Approved	
	Printing and Advertising					
		Legal Publications	$ 500			5-780-675.0000
		Printing Bills-Boyce	$ 20,000			5-780-620.0016
	Insurance					
		Workers Comp	$ 10,000			5-780-658.0000
		Flood Insurance	$ 15,000			5-780-659.0000
		Vehicle Ins. & Liability	$ 40,000			5-780-657.0000
	Utility Service					
		Telephone Int. & Security	$ 15,000			5-750-675.0012

	Electric-Duke Energy	$ 135,000			5-750-675.0013
	Natural Gas-Vectren	$ 4,000			5-750-675-0014
	Annual IDEM Permit	$ 5,000			5-710-636.0010
	Sales Tax	$ 110,000			5-000-508.0110
Repairs & Maintenance					
	Distribution System Repair	$ 158,500			5-750-636.0000
	Sample Testing	$ 25,000			5-730-635.0000
	Welling Testing	$ 3,000			5-740-618.0006
	Equipment Repair Plant	$ 30,000			5-740-620.0000
	Rebuild High Service	$ 90,000			5-720-620.0000
	Wellfield Repairs	$ 65,000			
Rentals 437.0000					
	Office Rent	$ 3,600			5-780-641.0000
	Land Lease	$ 1,000			5-710-675.0010
Debt Service 438.0000					
	Bond & SRF Loan Transfer	$ 177,000			5-000-427.0300 & 5-000-427.0301
	SRF Reserve Debt Transfer	$ -			
	Lease-Vehicles	$ 35,000			
Other Services & Charges 439.0000					
	Education & Training	$ 5,000			5-710-675.0001
	Membership & Dues	$ 1,500			5-710-675.0000
	Total Other Services and Charges		**$ 1,086,300**	**$ 1,086,300**	
	Total Budget Estimate		**$ 3,284,121**	**$ 3,284,121**	

SEE ATTACHMENT 1 for CAPITAL PROJECT BUDGET FUND 603

(I) (We) hereby certify that the foregoing is a true and fair estimate of the necessary expenses of the for the calendar year 2025 for the puposes therein specified.

Date ____________________

____

____

____

Signatures of BOW

ATTACHMENT 1
WATER CAPITAL PROJECT
Fund 6103

Balance of Fund 6103	$ 188,511.91	
Transfer from Fund 6101		
	$ 2,000,000.00	
Total Available Funds		**$ 2,188,511.91**
Water Plant Projects		
SCADA System Replacement	$ 75,000.00	
Insulate Garage at Water Plant	$ 100,000.00	
Total		**$ 175,000.00**
Wellfield Projects		
Rebuild Well 7	$ 100,000.00	
Total		**$ 100,000.00**
Distribution System Projects		
Paint Standpipe	$ 250,000.00	
Seminary Square Waterline Replacement	$ 500,000.00	
Waterline Replacement-Washington St	$ 350,000.00	
Misc Valve Replacements	$ 75,000.00	
Paradise Lane- Retire 2" Main	$ 30,000.00	
Jackson & Sunset	$ 50,000.00	
Total		**$ 1,255,000.00**
Fire Hydrant Projects		
Fire Hydrant - In City Limits	$ 150,000.00	
Fire Hydrant - Outside City Limits	$ 311,000.00	
Total		**$ 461,000.00**
Total Capital Projects		**$ 1,991,000.00**
		$ 197,511.91

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. 2025 Wastewater Budget

One North Locust St.
Greencastle, IN 46135

Prescribed by Department of Local Government Finance
Approved by State Board of Accounts

2025 WASTEWATER BUDGET

Wastewater
Office, Board, Commission, Department, Institution or Fund

City of Greencastle
City or Town

(If County Budget Enter County Name)

For Calendar Year 2025

		Items	Total Estimate	Approved
410 PERSONAL SERVICES				
Salaries and Wages				
411.0110	Dept. Super Salary	$ 94,416		
411.0120	Asst. Superintendent	$ 64,645		
411.0130	Salaries -Fulltime	$ 435,700		
411.0120	Salaries-Admin	$ 142,975		
411.0120	Elected Officials & BOW	$ 70,888		
411.0160	Salaries - Overtime	$ 20,000	$ 828,624	
Employee Benefits				
413.0100	FICA/Medicare	$ 65,227		
413.0300	Retirement (PERF)	$ 88,140		
413.0400	Unemployment	$ 788		
413.0500	Health Insurance	$ 105,651		
Other Personal Services				
	Total Personal Services		**$ 1,088,430**	

		Items	Total Estimate	Approved
420 SUPPLIES				
Office Supplies				
	Office Supplies	$ 11,000		5-880-720.0012
	Postage	$ 2,500		5-880-720.0013
	Janitorial Supplies	$ 1,500		5-880--720.0014
	Misc Building Material	$ 2,000		5-850-720.0000
Operating Supplies				
	Gasoline & Diesel	$ 15,000		5-850-720.0011
	Safety Supplies & Equip	$ 6,500		5-850-720.0014
	Uniforms	$ 7,500		
	Plant Chemicals	$ 75,000		5-850-720.0013
Repair & Maintenance Supplies				
	Vehicle Repair & Maint	$ 12,000		5-860-720.0001
	Small Equipment & Tools	$ 3,000		5-850-720.0015
	Plant & Distribution Supplies	$ 185,000		5-860-720.0002
Other Supplies				
	Lab Supplies	$ 30,000		5-850-720.0010
	Computer Supplies/upgrades	$ 12,000		5-880-720.0011
	Total Supplies		**$ 363,000**	

430 **OTHER SERVICES AND CHARGES**				
Professional Services				
	Drug Testing	$ 600		5-880-775.0012
	Hiring Fees	$ 750		5-880-736.0014
	Outside Lab services	$ 6,500		5-850-736.0012
	Contractual Services	$ 7,000		5-880-736.0000
	Incode Maintenance Cont	$ 15,000		5-880-736.0010
	Engineering Contractual	$ 50,000		5-880-731.0000
ımunication & Transportation				
	Mileage	$ 250		5-880-720.0017
Printing and Advertising				
	Legal Publications	$ 1,000		5-880-775.0011
	Printing Bills-Boyce	$ 20,000		5-880-775.0018
Insurance				
	Liability Insurance	$ 36,000		5-880-757.0000
	Workman Comp	$ 10,000		5-880-758.0000
Utility Service				
	Telephone	$ 14,000		5-850-775.0012
	Duke Energy	$ 200,000		5-805-775.0013
	Vectren	$ 12,500		5-850-775.0014
	Water	$ 6,500		5-850-775.0015
	Storm Water	$ 3,500		New
	Annual IDEM Payment	$ 11,500		5-850-767.0000
Repairs & Maintenance				
	Collect Syst. Repair & Maint	$ 175,000		5-820-720.0002
	I & I Repairs	$ 150,000		5-850-444.0020
	Septage Expense	$ 2,500		5-000-526.0000
Rentals				
	Office Rent	$ 3,600		5-880-741.0000
	Conrail	$ 500		5-880-742.0010
	Equipment rental	$ 10,000		5-880-742.0000
Debt Service				
	Vactor Truck Loan	$ 82,585		5-850-750.0011
	Vehicle Loan	$ 28,106		5-850-
›vements other than buildings				
)ther Services & Charges				
	Audit	$ 8,000		
	Education & Training	$ 5,000		5-850-775.0011
	Bank & Credit Card Fees	$ 500		5-880-736.0013
	Sludge Removal	$ 90,000		5-850-736.0011
Total Other Services and Charges			**$ 950,891**	

Total Budget Estimate		**$ 2,402,321**

See Attachment 1 for Wastewater Capital Budget

(I) (We) hereby certify that the foregoing is a true and fair estimate of the necessary expenses of the for the calendar year 2025 for the puposes therein specified.

Date ______________________

Attested By

______________________ ______________________

Mikayla Johnson, Clerk Treasurer

Signatures of Board of Works

ATTACHMENT 1
WASTEWATER CAPITAL PROJECT
Fund 6203

Balance of Fund 6203	$ 4,659,525.97	
Transfer from Fund 6201	$ 3,000,000.00	
Total Available Funds		**$ 7,659,525.97**
Wastewater Plant Projcets		
Equipment Upgrade	$ 250,000.00	
Total		**$ 250,000.00**
Water Meter Project		
New Meter Replacement	$ 850,000.00	
Total		**$ 850,000.00**
Distribution System Projects		
Seminary Square Sewer Replacement	$ 750,000.00	
Washington Street Sewer lining and Repair	$ 350,000.00	
Additional Improvement	$ 500,000.00	
Total		**$ 1,600,000.00**
Capital Vehicles		
Sewer Camera	$ 36,707.45	
Camera Truck	$ 264,321.78	
Pumping Truck	$ 150,000.00	
Total		**$ 451,029.23**
Total Capital Projects		**$ 3,151,029.23**
Remaining Balance		**$ 4,508,496.74**

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. United-On Call Agreement
2. United-Washington St

One North Locust St.
Greencastle, IN 46135

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made, by and between ***CITY OF GREENCASTLE THROUGH ITS BOARD OF PUBLIC WORKS AND SAFETY***, ("CLIENT") and ***UNITED CONSULTING,*** an Indiana corporation ("UNITED").

W I T N E S S E T H

WHEREAS, UNITED desires to provide, and CLIENT desires for UNITED to provide, certain professional services to be performed with respect to ***ON-CALL ENGINEERING*** ("Project"), subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by UNITED

The professional services to be performed by UNITED are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED shall commence performance under this Agreement upon execution by the parties and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED under this Agreement, CLIENT agrees to pay UNITED on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED. Upon termination of this Agreement, UNITED shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED shall be based upon an estimate of the portions of the total Services completed by UNITED through the effective date of termination, which estimate shall be as made by CLIENT in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by CLIENT of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI - General Provisions

1. Subcontracting

It is recognized that UNITED may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED shall not relieve UNITED of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

UNITED will include a term requiring compliance with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT in any agreement with a subcontractor for the fulfillment of work under this Agreement.

UNITED and its subcontractors shall comply with all Federal, State and Local laws.

2. Ownership of Documents

All reproducible materials prepared by UNITED or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of CLIENT.

UNITED shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

UNITED agrees that written agreements with any and all subcontractors used by UNITED to fulfill UNITED's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. *Access to Records*

Full access to the work during the progress of the Services shall be available to the CLIENT. UNITED and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by the CLIENT to UNITED.

4. *Liability for Damages*

UNITED assumes all risk of loss, damage or destruction to the work product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the CLIENT.

5. *Insurance*

a. <u>Amounts and Coverage</u>. UNITED shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by UNITED.

b. <u>Evidence of Insurance</u>. Before commencing its Services, UNITED shall furnish to CLIENT a certificate, or certificates, showing that it has complied with this Section VI.5. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to CLIENT.

6. *Worker's Compensation*

UNITED shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for it employees. UNITED shall provide the CLIENT with a certificate of insurance indicating that it has complied with this requirement.

7. *Changes in Work*

a. Prior Approval. UNITED shall not commence any additional services or change of scope until authorized by the CLIENT.

b. Additional Services. Additional services may include, but not be limited to:

i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond UNITED's control.

ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED or a claim that is based on an alleged act of negligence or breach of contract by UNITED.

iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages, and (6) default or failure to perform by other consultants.

8. *Non-Discrimination and Code of Ethics*

UNITED and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national original or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

UNITED shall comply with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT.

9. Safety

a. Responsibility. UNITED shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.

b. Compliance. UNITED's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.

c. Notification. UNITED shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED and its subcontractors.

10. Independent Contractor

CLIENT and UNITED are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. 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 will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. UNITED shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

UNITED agrees to indemnify the CLIENT for all claims and liability due to the negligent acts of UNITED or its subcontractors, agents or employees.

12. *Notification*

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

City of Greencastle
Mayor Lynda R. Dunbar
1 N Locust St
Greencastle, IN 46135

UNITED:

United Consulting
Michael A. Rowe, PE, President
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250

13. *Authority to Bind UNITED*

As used in this Agreement, UNITED refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED when his/her signature is affixed hereto.

14. *Successors and Assignees*

This Agreement is binding upon and shall inure to the benefit of CLIENT and UNITED and their respective successors and permitted assigns. UNITED shall not assign this Agreement without the written consent of CLIENT.

15. *Entire Agreement; Amendments*

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Marion County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

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

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by or invalid under applicable law, rules, or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.

b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.

c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. E-Verify

a. UNITED hereby certifies that it is enrolled in E-verify and that it verifies the work eligibility status of all newly hired employees through E-verify. UNITED will no longer be required to use E-verify if the E-verify program ceases to exist. UNITED must sign an affidavit affirming that UNITED does not knowingly employ any unauthorized aliens. If UNITED or any of its subcontractors knowingly employs an unauthorized alien and is in violation, UNITED must remedy the violation within thirty (30) days. This contract shall immediately terminate for UNITED's breach if not remedied within the thirty (30) day time period (unless there would be a detriment to the public interest or public property, then the contract can remain in effect until the political subdivision procures a new service provider).

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

UNITED

BY: ______________________________
Michael A. Rowe, PE - President

BY: ______________________________
Paul D. Glotzbach, PE – Vice President

DATE: 12/16/2024

CLIENT

CITY OF GREENCASTLE

BY: ______________________________
Lynda R. Dunbar, Mayor

BY: ______________________________
Trudy Selvia, Member

BY: ______________________________
Thom Morris, Member

DATE: ______________________________

LIST OF APPENDICIES

Appendix A - Services by UNITED

Appendix B - Information and Services to be provided by CLIENT

Appendix C - Project Schedule

Appendix D - Compensation

Appendix E - Insurance

APPENDIX A

Services by UNITED CONSULTING

A. GENERAL

UNITED will provide as needed Professional Services as requested by the CLIENT.

B. PROJECT SPECIFIC

Services for Specific Project or assignment will be defined in a Task Order document and include a detailed scope of work, cost estimate and schedule. Each Task Order will be submitted to the CLIENT for review and approval prior to commencement of work.

APPENDIX B

Services by CLIENT

The CLIENT shall furnish UNITED with the following:

1. The information and services to be furnished by the CLIENT for each task assignment will be defined in the Task Order document for each assignment under this Agreement.

Schedule

1. The schedule for all work by UNITED will be defined in the Task Order document for each task assignment under this Agreement.

APPENDIX D

Compensation

A. Amount of Payment

1. UNITED shall receive as payment for the work performed under this Agreement the total fee not to exceed as addressed with each specific Task Order, unless a modification of the Agreement is approved in writing by the CLIENT.

B. Method of Payment

1. UNITED may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher.
2. If the Task Order is specified as lump sum or unit price, the invoice shell represent the value of the partially completed work as of the date of the invoice.
3. If the Task Order is specified to be hourly, the invoice shall be paid on the basis of actual hours of work performed by essential personnel working exclusively on the assignment at the billing rate as set forth in the "Billing Rates by Classification" document attached to each Task Order, including all applicable direct costs and reimbursable expenses.
4. The CLIENT for and in consideration of the rendering of UNITED services provided for in Appendix "A", agrees to pay UNITED for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CLIENT.
5. Payment for work covering services which have been performed by UNITED in accordance with this Agreement shall be made within thirty (30) days of receipt of invoice by CLIENT.

Insurance

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Walker Professional Insurance PO Box 55 Carmel IN 46082	CONTACT NAME: Kristen Walker, CIC PHONE (A/C, No, Ext): (317) 759-9321 FAX (A/C, No): E-MAIL ADDRESS: Certificate@WalkerProfessional.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
United Consulting Engineers, Inc. 8440 Allison Pointe Blvd Ste 200 Indianapolis IN 46250	INSURER A : Sentinel Insurance Co. Ltd	11000
	INSURER B : Hartford Accident & Indemnity Co	22357
	INSURER C : Multiple Harford Companies by state	00914
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL24102344674 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			36SBWUI8421	11/01/2024	11/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			36UEGAE5702	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			36SBWUI8421	11/01/2024	11/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		36WEGCB8685	11/01/2024	11/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where allowable by law: General Liability, Automobile and Umbrella liability provides for additional insured when agreed by written contract or agreement. General Liability, Automobile and Umbrella liability are provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile and Workers Compensation include blanket waiver of subrogation when agreed by written contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER	CANCELLATION
City of Greencastle Board of Commissioners 1 N. Locust Street Greencastle IN 46135	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SterlingRisk
135 Crossways Park Drive
P.O. Box 9017
Woodbury NY 11797
License#: BR-1418528

CONTACT NAME:
PHONE (A/C, No, Ext): 800-767-7837 | FAX (A/C, No): 516-487-0372
E-MAIL ADDRESS: request@sterlingrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SiriusPoint Specialty Insurance Corporation	16820
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED UNITCON-02
United Consulting Engineers, Inc.
8440 Allison Pointe Blvd
Suite 200
Indianapolis IN 46250

COVERAGES **CERTIFICATE NUMBER:** 1491051479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PROVAE000015600	10/1/2024	10/1/2025	$3,000,000 $5,000,000	Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies where required by previously written agreement.

CERTIFICATE HOLDER

City of Greencastle
1 N. Locust Street
Greencastle IN 46135

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

TASK ORDER NO. 1

A. *Services by UNITED:*

The assignment includes engineering services related to ***ON-CALL ENGINEERING*** and design of a new water main (2,700 LF) to replace the existing water main on Washington Street between Wood Street and Percy Julian Drive. The water main replacement construction documents will be incorporated into construction documents for a street improvements project designed and bid by others. The new water main will be located within existing Right-of-Way.

1. The scope of work shall include the following items:
   a. DESIGN PHASE SERVICES
      i. Attend and conduct meetings with the CLIENT and overall project designer to review design progress (2 meetings anticipated). Agenda and minutes of the meeting will be prepared and distributed to all attendees.
      ii. Reasonable coordination with existing utilities in the project area.
      iii. Design services and plan generation necessary for permitting, bidding, and construction.
      iv. Design field review and site visit.
      v. Technical specifications preparation.
      vi. Project cost estimate preparation at each design submittal stage (50% and Final Design).
      vii. Maintenance of traffic plan coordination with overall project and standard details for water main construction.
      viii. Permit application for the Indiana Department of Environmental Management (IDEM) Notice of Intent to Construct a Water Main Extension.
      ix. Coordination with road design for water main alignment and bid documents.

x. Periodic progress status reports to the CLIENT.

b. POST DESIGN SERVICES

i. Construction and bid phase assistance for the following tasks (up to 150 man-hours included) as requested by CLIENT related to the design scope.

ii. Respond to contractor, supplier, and vendor questions and issue clarification and formal Addenda as necessary for water main during the bid phase.

iii. Attend a Pre-Construction Meeting.

iv. Assist in resolution of questions or construction issues.

v. Attend monthly construction progress meetings/site visits.

vi. Review contractor change order claims and make recommendations to CLIENT.

vii. Review contractor shop drawings for materials and equipment required for the water main to ensure compliance with the project specifications and intent.

viii. Assist in witnessing of on-site system testing as specified in the construction documents.

ix. Prepare PDF record drawings based upon the red-line markups provided by the contractor and inspector. Provide CLIENT with digital (PDF file) and hard copies of the final record drawings.

B. Services by CLIENT:

The CLIENT shall furnish UNITED with the following:

1. Field topographical survey along the project alignment for design and plan preparation.
2. Erosion control plan preparation and standard details.

TASK ORDER NO. 1

3. Research and review of existing apparent rights-of-way and easements and surrounding property ownership.
4. Preparation of final overall project bid documents and construction documents.
5. Project advertisement and bid.
6. Construction administration and inspection.
7. Criteria for design and details as necessary.
8. Specifications and standard drawings applicable to the project.
9. Direction and option selection for improvements as reviewed and recommended by UNITED.
10. Communication with area residents, utilities, and other officials as needed.
11. Assist with permit applications including application fees, bonds, and legal document review.
12. Guarantee access to enter upon public and private lands as required for UNITED to perform work under this Agreement.

C. *Schedule:*

All work by UNITED under this Task Order shall be completed and delivered to the CLIENT for review and approval within the following time periods.

1. 50% Design: 30 Calendar Days from Signed Agreement
2. Final Design: 15 Calendar Days from Approval of 50% Design

D. *Compensation:*

1. Amount of Payment
   a. UNITED shall receive as payment for the work performed under this Agreement the total fee not to exceed $94,500.00 unless a modification of the Agreement is approved in writing by the CLIENT. Payment to UNITED for services provided shall be in accordance with the schedule included herein.

TASK ORDER NO. 1

b. For those services performed by UNITED, UNITED shall be paid on the basis of actual hours of work performed by essential personnel working exclusively on this Agreement at the billing rate as set forth in the "Billing Rates by Classification" document attached hereto.

i. DESIGN PHASE SERVICES $65,700.00

ii. POST DESIGN SERVICES $28,800.00

TASK ORDER NO. 1

UNITED Consulting

2024 Billing Rates by Classification

	CLASSIFICATION	HOURLY BILLING RATES
1	Department Manager	$260.00
2	Project Team Leader	$235.00
3	Senior Project Manager	$230.00
4	Project Manager	$200.00
5	Project Engineer / Surveyor	$175.00
6	Construction Manager I	$175.00
7	CADD / RW Designer	$162.00
8	Design Engineer / Surveyor	$162.00
9	Environmental Specialist	$150.00
10	Survey Crew Chief	$145.00
12	Survey / Data Technician	$140.00
13	Survey Professional	$135.00
13	Construction Manager II	$135.00
14	Construction Manager III	$115.00
15	Interns	$95.00

NOTES:

(1) *Billing Rate Includes Overhead and Profit Margin*

(2) *Overtime Hours will be billed at 130% of the rates above.*

(3) *Mileage shall be reimbursed at $0.67 per mile*

(4) *Per Diem shall be reimbursed at $39.00 per night.*

(5) *Other direct costs such as Permit Fees, Recording Fees, Legal Fees, Advertising Fees, Hotel Cost, Etc. shall be reimbursed at their actual costs.*

(6) *These rates shall be increased by 5% on January 1 of each year subsequent to 2024.*

(7) *Work performed by Subconsultants shall be reimbursed at their actual cost.*

TASK ORDER NO. 1

AGREED TO:

UNITED
UNITED CONSULTING

BY: Michael Rowe
Michael A. Rowe, PE
President

BY: ____________________________
Paul D. Glotzbach, PE
Vice President

Date: 12/16/2024

CLIENT
City of Greencastle

BY: ____________________________
Lynda R. Dunbar, Mayor

BY: ____________________________
Trudy Selvia, Member

BY: ____________________________
Thom Morris, Member

Date: ____________________________

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Watchman Amendment

One North Locust St.
Greencastle, IN 46135

<u>AMENDMENT TO CONTRACT</u>

This Amendment is entered into by and between the City of Greencastle ("City"), a body politic and corporate separate from the State, and Watchman Roofing, LLC ("Contractor"), and amends the contract which was entered into by the parties for work on the roof at City Hall, 1 N. Locust Street, Greencastle, as follows:

The parties agree to replace the language contained in Section 1. Contract Term, with the following:

1. **CONTRACT TERM.** This contract shall be in effect upon execution. Services shall commence no later than December 6, 2024 and shall be completed no later than January 10, 2025, unless weather prohibits the prompt completion, in which case, Section 6, below, shall apply. Contractor shall coordinate construction with the contractor completing the gutters, fascia and siding replacement at City Hall.

All other terms and conditions of the original contract shall remain in full force and effect.

Entered into this ____ day of ______________, 2024.

CONTRACTOR: Watchman Roofing, LLC

By: ____
Printed Name: ______________________________
Title: ______________________________________
Address: ___________________________________
____

Date:_________________________

CITY OF GREENCASTLE
BOARD OF PUBLIC WORKS AND SAFETY

____
Lynda Dunbar

Date: __________________________

Department Report

MEETING DATE	PREPARED BY
December 18, 2024	

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. Aspire MOU

One North Locust St.
Greencastle, IN 46135

Memorandum of Understanding Between the City of Greencastle and the Aspire Building Group for the Potential Connection to City Utilities

This is a Memorandum of Understanding (MOU) between the City of Greencastle (City) and the Aspire Building Group (Developer) for the potential connection of the proposed South Street Development to the City water and wastewater systems (the Project). This MOU is intended only to be a general guideline for the development of a long-term agreement for the possible connection to the City's utilities. It is not intended to, and does not create any contractual rights between the parties.

WHEREAS, the City and Developer acknowledge that there is a need for housing in the City of Greencastle and surrounding area;

WHEREAS, the Developer wishes to construct a housing development comprised of approximately 93 Triplex units (31 buildings) and 66 duplex units (33 buildings) on property located south of South Street, abutting South Street, but outside City limits;

WHEREAS, the City has determined that it has sufficient capacity in its wastewater and water plants to accommodate the additional housing units.

WHEREAS, this MOU details certain points intended to outline and frame future discussions and shall be the basis for the possible drafting of a final agreement. This MOU is non-binding and is intended only to be a guide for future good faith negotiations.

NOW THEREFORE, the parties agree as follows:

1. **Term**. The term of this MOU shall begin upon execution and shall end upon either of the following: the entering into of a formal Agreement between the parties; or termination of this MOU, pursuant to section 9, below, whichever occurs first.

2. **Scope**. The general scope of the Project is described in Attachment A, which is incorporated herein and made a part hereof. The preliminary design layout of the housing units is shown in Attachment B, which is incorporated herein and made a part hereof. Both parties acknowledge that Attachment A and Attachment B are preliminary documents and may be changed prior to entering into a final Wastewater Connection Agreement and Water Connection Agreement.

3. **Good Faith Negotiations**. The City of Greencastle acknowledges and agrees that it will work in good faith with the Developer to draft an Agreement for connection to the City's water and wastewater service. Both parties acknowledge that the signing of this MOU does

not guarantee that the Project will take place and that City utilities will be connected to the project.

4. **Timeline**. The parties agree that they shall work with reasonable diligence to advance the Project. If, for any reason, progress is stalled, or the Project is cancelled, the responsible party shall notify the other party within seven days of when the party determines that the project cannot continue to proceed as planned. There is no guarantee that a specific timeline will be met.

5. **Developer Input**. The parties agree and acknowledge that the Developer is in the preliminary planning process for the Project. The City and the Developer agree that each will participate in good faith in the planning necessary for the connection of the Project to City utilities, including infrastructure, location, materials, and inspection. Each party shall seek to obtain the other party's input on the planning and construction phases of the Project.

6. **Contract Terms and Conditions**. The parties agree that, as part of their good faith negotiations, they shall consider the following items, as they relate to the Project:

   a. Water line, sewer line, lift station and laterals design and location;

   b. Materials required by the City;

   c. Costs, expenses, connector fees, permit fees, inspection fees and reimbursements;

   d. Short-term and long-term maintenance responsibilities and expenses;

   g. Drainage and stormwater;

   h. Required inspections;

   i. Compliance with City development standards; and

   j. Other issues related to the Project.

7. **Reimbursement**. Each party hereto agrees that they are not entitled to any reimbursement of expenses or compensation under this MOU. Any and all time and resources in furtherance of the Project is the sole responsibility of the party who incurred the expense, unless there is a separate, written contract between the parties otherwise.

8. **Non-Disclosure of Proprietary Information.** Developer shall not disclose to any third party any information concerning the City without the prior written consent of the City. Developer shall consider all information provided by the City and all drawings, reports, studies, systems, design calculations, plans, specifications and other documents relating to the project to be proprietary. Developer shall not publish or disclose proprietary information for any purpose other than performance of the work without the prior written consent of the City, unless it is required to do so by law. The City shall not disclose to any third party any proprietary information of the Developer

unless required to do so by law.

9. Termination. Either party shall have the right to terminate this MOU in whole or in part for its convenience upon written notice to the other party at any time during the course of performance of this MOU.

10. Independent Parties. Each party hereto, in the performance of this MOU, shall 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.

11. Compliance With Laws. The parties agree to comply with all federal, state and local laws, rules, regulations, ordinances and executive and judicial orders which may be applicable to this MOU. The Developer acknowledges that the City is a political subdivision, and as such, is subject to certain laws, including Open Door Laws, public purchasing requirements and other statutes specific to public entities.

12. Non-Assignment. Neither party may sell, assign or pledge its rights and obligations under this MOU or take any other action which may tend to encumber the direct relationship between the City and Developer without the express prior written consent of the other party, which may be granted or withheld at the sole discretion of that party. Any such consent granted shall be subject to any or all conditions as the parties may require.

13. Governing Law. This MOU is to be construed in accordance with and governed by the laws of the state of Indiana. Any lawsuit arising out of this MOU must be brought and maintained in Putnam County, Indiana.

14. Authority. The Developer acknowledges that the City, as a governmental entity, has numerous boards and commissions, and that approval of certain matters relating to the Project may require the approval of one or more councils, commissions or boards. The City acknowledges that the Developer is governed by a Board of Directors and that certain matters relating to the Project must be approved by its Board. Each party represents and warrants that it has the authority from its appropriate governing body, to enter into this MOU and that the person executing this MOU has the authority to execute the MOU on behalf of his/her respective party.

Nothing herein is intended to be considered a contract or binding on either party and does not guarantee any future performance by either party.

Signed and executed this _______ day of ___________________, 2024.

City of Greencastle

____

Lynda Dunbar
Mayor

____

Trudy Selvia, Member

____

Thom Morris, Member

Date ___________________

Aspire Building Group

____

David Drake, Owner

Date ___________________

South Street Development

Aspire Building Group is purposing the development of 15.7290 consisting of triplex and duplexes. These homes would be single story homes with two car garages. The target focus for this community would be homes ranging in cost of 315K to 350k depending on style of home and the location in the development. The community would be maintenance free, requiring an annual HOA. The retention pond would be incorporated into green space with a park like setting and include a dog park.

Key facts:

Located just past the two-mile fringe.

Utilities are located on South Street.

R3 communities are in the same vicinity.

Community Design Criteria:

DESIGN CRITERIA

PROPOSED ZONING: R3

SETBACKS:

- FRONT: 20'/25' (GARAGE)
- SIDE: 8'
- REAR: 12'

MAXIMUM UNITS PER ACRE: 5

LAYOUT #1 (SHOWN)

- TRIPLEX UNITS: 30' X 50' DEEP
- MIN. LOT SIZE: 2000 SF/UNIT
- SIDE SETBACK: 15' (30' BETWEEN BUILDINGS)
- TOTAL UNITS SHOWN: 93
- UNITS PER ACRE: 5.9

ALTERNATE LAYOUT #2 (NOT SHOWN)

- DUPLEX UNITS: 45' X 35' DEEP
- MIN. LOT SIZE: 2000 SF/UNIT
- TOTAL UNITS SHOWN: 66
- UNITS PER ACRE: 4.2

Features of the units built:

Average size of units main 1610 – 1754 Sq ft /Garage 484 Sq ft

All units have a 6 ft front porch.

All units have 12 X 12 rear cover porch.

Some units can have optional four seasons room.

All units can have a back patio added beyond covered porch.

All units will have granite island and counter tops.

Two options available for appliances (Bosch) standard/deluxe.

All units will be totally electric.

All units will have concrete driveway/sidewalks.

Building will vary in siding color.

Units will have front yard landscaping (plants and trees TBD).

Tri plex units will have middle units offset from other units to create character and added privacy (design yet to be drawn, single attached for visual).

Benefits of the Development:

Supports the need for affordable housing within Putnam County and the city of Greencastle.

Supports the need of several businesses to attract employees.

Provides increased revenue for local business and county.

Provides tax dollars to the county/city utilities.

Provides alternatives to adults looking for maintenance free living.

Utilizes land that is vacant and adjacent to similar home types and density.

Shows the counties commitment to the new comprehensive plan and support of development.

Development of community using primary local labor and supporting local suppliers.

Home Design Proposed

A-Cottonwood double

B-Dogwood double

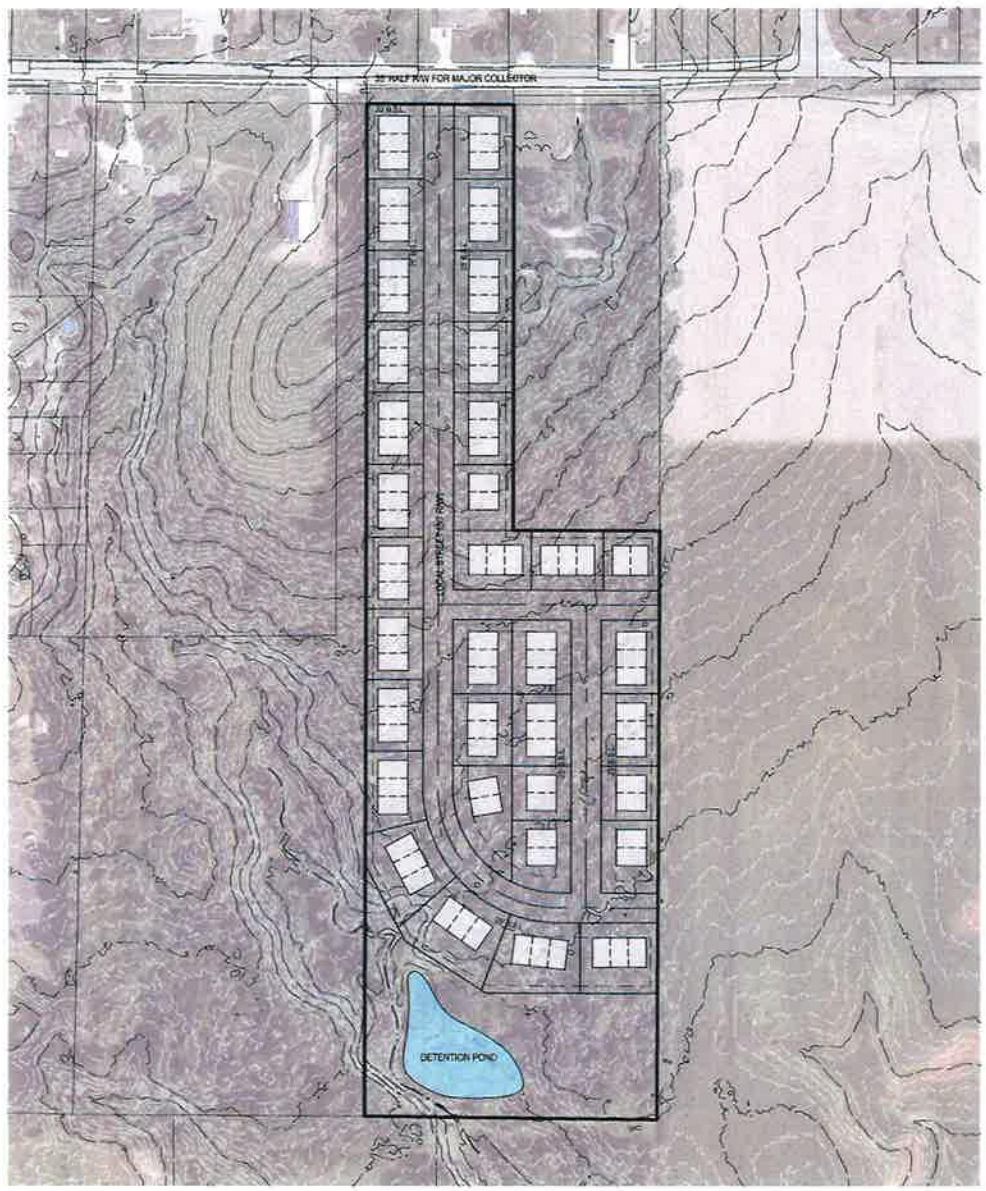
C- Aspen converted to double

D- Birch converted to double

Note:

All center units of the triplex and some duplex units must be a two bedroom with a flex to support egress

Building/Units subject to change per code or restrictions of lot



DESIGN CRITERIA
PROPOSED ZONING: R3
SETBACKS:
FRONT: 20'/25' (GARAGE)
SIDE: 8'
REAR: 12'
MAXIMUM UNITS PER ACRE: 5

LAYOUT #1 (SHOWN)
TRIPLEX UNITS: 30' X 50' DEEP
MIN. LOT SIZE: 2000 SF/UNIT
SIDE SETBACK: 15' (30' BETWEEN BUILDINGS)
TOTAL UNITS SHOWN: 93
UNITS PER ACRE: 5.9

ALTERNATE LAYOUT #2 (NOT SHOWN)
DUPLEX UNITS: 45' X 35' DEEP
MIN. LOT SIZE: 2000 SF/UNIT
TOTAL UNITS SHOWN: 68
UNITS PER ACRE: 4.2

NO	DATE	REVISIONS	BY	CHECKED

Section 27, Township 14 North, Range 4 West of the Second Principal Meridian, Greencastle Township, Putnam County, Indiana

SOUTH ST. SUBDIVISION
GREENCASTLE

ALIGN
1285 S. Jackson Street, Suite B
Greencastle, IN 46135
765.653.6710
1216 S 3rd St
Terre Haute, IN 47802
812 238 9731
ALIGNCEC.COM

CLIENT
ASP RE BUILDING GROUP

RECORD OWNER
HOWARD & CHERYL THOMAS

PROJECT NUMBER: 24-097
DATE: 7/11/2024
DRAWN BY: JJH
CHECKED BY: MJV
APPROVED BY:
SCALE:
FILE NAME:
DRAWING NAME:

SCHEMATIC PLAN

v01