

SELLERSBURG TOWN COUNCIL MEETING MINUTES
316 E UTICA STREET | SELLERSBURG, IN 47172
APRIL 9, 2024

CALL TO ORDER

President Brad Amos called the meeting to order at 6:00 p.m.

ROLL CALL OF MEMBERS:

Present: President Brad Amos, Vice President Terry Langford, Second Vice-President Scott McVoy, Member Randy Mobley, Member Matt Czarnecki, Town Manager Charlie Smith, Town Attorney Jacob Elder and Clerk Treasurer Michelle Miller.

PRAYER AND PLEDGE OF ALLEGIANCE

MOTION TO ADOPT THE AGENDA AS PRESENTED:

M|S|V: Czarnecki | Mobley | 5-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

M|S|V: Czarnecki | Mobley | 5-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

M|S|V: McVoy | Mobley | 5-aye, 0-nay, motion approved.

APPROVAL OF MARCH PAYROLL ALLOWANCE DOCKET:

M|S|V: Mobley | McVoy | 5-aye, 0-nay, motion approved.

NEW BUSINESS:

1. APPROVAL OF PC/BZA CONSULTANT ON-CALL AGREEMENT WITH ANASTACIA "STACIA" FRANKLIN:

M|S|V: Czarnecki | Mobley | 3-aye, 0-nay, motion approved.

2. JTL WORK ORDER'S 2024-08 AND 2024-09 \ US 31 UTILITY RELOCATION PROJECTS | MIKE HARRIS:

M|S|V: Langford | Czarnecki | 3-aye, 0-nay, motion approved.

3. TOWN OF SELLERSBURG PUBLIC RECORDS POLICY:

M|S|V: McVoy | Czarnecki | 3-aye, 0-nay, motion approved.

GENERAL PUBLIC COMMENT:

Jason Hardsaw, 441 N. New Albany reference public records request policy and asks that the agenda and agenda documents be put on the website.

Charlie Pierce, 9108 Highway 60 reference he thinks the public records request policy is a good thing and asks when the lighting for Camp Run will be installed. Terry Langford advised it's still being worked on.

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RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH: Gives project status updates.

TOWN ENGINEER, JACOBI, TOOMBS & LANZ: Mike Harris Presents project status report

ADJOURNMENT:

MSV: Czarnecki | Mobley | 5-aye, 0-nay, motion approved.

Time adjourned: 6:49 p.m.

Minutes approved this **29th** day of **APRIL, 2024**

Brad J. Amos, Council Member

Matt Czarnecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer

TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING
316 E. UTICA STREET SELLERSBURG, INDIANA 47172

Agenda for
April 9, 2024 at 6:00 p.m.

CALL TO ORDER AND ROLL CALL OF MEMBERS:

PRAYER:

PLEDGE OF ALLEGIENCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

APPROVAL OF MINUTES:

Approval of minutes as submitted by the Clerk-Treasurer.

APPROVAL OF ALLOWANCE CLAIMS:

APPROVAL OF PAYROLL ALLOWANCE DOCKET:

COMMENTS FROM PUBLIC ON AGENDA ITEMS (time limit of 5 minutes per person):

ORDINANCES AND RESOLUTIONS:

UNFINISHED BUSINESS:

NEW BUSINESS:

1. PC/BZA Consultant On-Call Agreement | Anastacia "Stacia" Franklin
2. JTL Workorder: 2024-08 & 2024-09; US-31 Utility Relocation Projects
3. Town of Sellersburg Public Records Policy

GENERAL COMMENTS FROM THE PUBLIC (limited to 15 minutes total):

RECEIPT OF STAFF REPORTS:

Charlie Smith, Town Manager
Chief Russ Whelan
Mike Harris (Jacobi, Toombs, & Lanz)
Jacob "Jake" Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

Randall Mobley, District 2
Terry Langford, District 4
Brad J. Amos, District 3
Scott McVoy, District 1
Matthew Czarnecki, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 9th day of April, 2024.

CLIENT

Civil Town of Sellersburg
316 East Utica Street, Sellersburg, IN
47172

(the "Client")

CONSULTANT

Stacia Franklin
2212 Southern Hills Drive, Borden, IN
47106

(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Provide Planning & Zoning services on an "as-needed" basis which includes the following:
 - Drafting ordinances, amendments, and Rules & Procedures as needed and with approval of the Sellersburg Plan Commission; and
 - Assist the Town of Sellersburg in administering the Sellersburg Floodplain Ordinance in the following capacity:
 - Answer floodplain questions for staff
 - Assisting the Building Commission in issuing permits in the floodplain by determining the floodplain mitigation necessary
 - Assist staff with Planning and Zoning-related issues, questions, etc. via phone and/or email.
 - Attend Plan Commission and Board of Zoning Appeals as needed.

2. The Services may also include any other consulting tasks which the Parties must agree on and placed in writing as an amendment to this contract.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 31, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to December 31, 2024, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Consultant will charge the Client at a rate of \$150.00 per hour, not to exceed \$18,000 within the contract time period for the Services (the "Compensation"). Phone calls and/or emails will be charged for a minimum of 15 minutes. Attendance for Board meetings (or any on-site meeting) will be charged a minimum of 1.5 hours (includes travel time).
8. The Client will pay as follows:

- Consultant will submit an invoice at the end of the month.
- Payment to Consultant to be made within thirty (30) days of the invoice date.

9. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

TRADE SECRETS

10. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
11. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

12. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
13. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

14. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

15. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation,

workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

16. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
17. In the event that the Consultant hires a sub-contractor:
- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

18. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

19. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

20. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. Civil Town of Sellersburg
316 East Utica Street, Sellersburg, IN 47172

b. Stacia Franklin
2212 Southern Hills Drive, Borden, IN 47106

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

23. Any amendment or modification of this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party

MODIFICATION OF AGREEMENT

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

26. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting

this Agreement except as expressly provided in this Agreement.

ENUREMENT

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

SEVERABILITY

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER


33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this
9th day of April, 2024.

Civil Town of Sellersburg

Per:  (Seal)

Officer's Name: Charles Smith



Stacia Franklin

As approved by
Town Council
Vote on 4/9/24



Dear Citizen:

It is the goal of the Town of Sellersburg and its departments to comply with the provisions of Indiana Code 5-14-3 (Access to Public Records Act) for the Town's public records. To ensure compliance with the Code and to promote full access to the Town's public records, the Town of Sellersburg has adopted a Public Records Policy.

Public Records Policy

As part of the policy, the Town has developed an Access to Public Records Request form. This is a form that the public may use when seeking disclosure of public records. This form can be printed, completed and returned to the Law Department by email or mail to the following:

info@sellersburg.org

or

Town of Sellersburg
Attn: Law Department
316 E. Utica Street
Sellersburg, IN 47172

Public Records Request Form

Copies of both the Access to Public Records Policy and the Public Records Request form are attached and also available through the Town of Sellersburg Town Hall.

The Indiana Public Access Counselor's site provides advice and assistance concerning Indiana's Public Access Laws to members of the public and government officials and their employees.



TOWN OF SELLERSBURG PUBLIC RECORDS POLICY

Purpose

The purpose of this Policy is to provide rules by which the Town of Sellersburg and its departments implement and ensure compliance with the provisions of Indiana Code 5-14-3 (Access to Public Records) for the Town's public records.

Interpretation and Construction

The provisions of this Policy shall be liberally interpreted and construed to promote full access to the Town's public records in order to assure continuing public confidence in government: provided, that when making public records available the Town shall prevent unreasonable invasions of privacy, shall protect public records from damage or disorganization, and shall prevent excessive interference with essential government functions.

Public Records Available

Public records shall be made available for public inspection and copying pursuant to IC 5-14-3.

Department of Law

The Department of Law shall serve as the point of contact for members of the public who request disclosure of public records. The Department of Law shall be responsible for implementation of and compliance with IC 5-14-3. Any public records request made to a Town department shall be directed to the Department of Law of processing in a manner consistent with this policy.

Public Records Requests – How Made

A. Public records may be inspected and/or copies may be obtained under the following procedures:

1. A request for public records shall be directed to the Department of Law.
2. A request for public records shall be made in writing and include the following information:
 - a) The requester's name, mailing address, phone number and email address (if one is available);
 - b) The date of the request;
 - c) A clear indication that the document is a "Public Records Request";
 - d) A clear description of the public records requested for inspection and/or copying;
 - e) If the request is for a list of individuals, a statement that the list will not be used for any commercial purposes or that the requester is authorized or directed by law to obtain the list of individuals for commercial purposes, with a specific reference to such law; and
 - f) Whether the request is for printed or digital copies of the public record.



B. If a department maintains indexed records specifically for public inspection and copying, inspection and copying in response to an oral request is permitted. However, the Department of Law shall require a written request if the request is for or the response may include any of the following:

- a) A list of individuals;
- b) Categorical requests not identifying a specific public record;
- c) Subjects of current, threatened or potential litigation;
- d) Reproduction of oversized documents such as maps, surveys, large format photographs or color reproduction; or
- e) Public records or information exempt from disclosure.

4. The Town shall develop and maintain forms to facilitate public record requests.

Inspection of Public Records - Where and When

Public records shall be inspected at the offices of the department having custody or control of the records during regular business hours, excluding legal holidays: provided, that there is no obligation to allow inspection immediately upon a demand. The Department of Law may request that the person seeking to inspect public records schedule an appointment for inspection.

Response to Public Records Requests

A. The Department of Law shall, to the extent practicable, assist requesters in identifying the public records sought.

B. There is no obligation to allow inspection or provide a copy of a public record on demand.

C. The Department of Law shall respond in writing to a request for public information made in person within 24 business hours or to a request for public information received by mail, fax, or email within seven (7) calendar days. The Department of Law shall make one or more of the following responses:

1. The request for inspection of public records is approved and whether an appointment for inspection needs to be scheduled by the requester;

2. The request has been received by the Department of Law, that additional time is needed to respond to the request, and stating a reasonable estimate of the time required to respond;

3. The request has been received by the Department of Law and the records shall be provided on a partial or installment basis as the records are identified, located, assembled and/or made ready for inspection or copying; or

4. The request is denied, in whole or in part, whether by withholding a requested record or redacting a requested record, stating the specific exemption(s) prohibiting disclosure and a brief explanation of how the exemption applies to each withheld and redacted record.



D. The Department of Law shall immediately notify the requester if, after responding to a request for public records and approving the request, the Department of Law identifies requested public records or information that are exempt from disclosure.

E. Additional time to respond to a request may be based upon the Town's need to:

1. Clarify the intent of the request;
2. Identify, locate, assemble and/or make the records ready for inspection or disclosure;
3. Notify third persons or agencies affected by the request; or
4. Determine whether any of the records or information requested is exempt from disclosure and whether a denial should be made as to all or part of the request.

F. If a requester fails to clarify the request after receiving a response from the Department of Law seeking clarification, the Department of Law need not respond further to the request.

Copying Fees

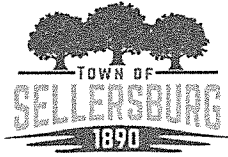
A. No fee will be charged for the inspection of a public record; for locating public records in response to a request and making the records available for inspection or copying; or for searching for public records, redacting portions of a record which are exempt from disclosure, or preparing an index of exempt documents.

B. The fee for copying of documents is \$.10 per page.

C. The copying fee for any request for which the response will be oversized documents, color photographs or reproductions, tape recordings and computer disks shall be the actual expense for copying, including the cost of materials.

Copies of Policy Available to Public

Copies of this Policy and public records request forms shall be available to and provided to the public, without cost, at each Town Department. Electronic copies shall be made available to the public on the Town's website.



ACCESS TO PUBLIC RECORDS

Return to:

Town of Sellersburg

Law Department

316 E. Utica Street

Sellersburg, IN 47172

(812) 284-3821

Email: info@sellersburg.org

NAME OF REQUESTING PARTY: _____

COMPANY (if applicable): _____

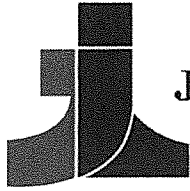
ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE NUMBER: _____ **EMAIL ADDRESS:** _____

DATE: _____ **TIME (if requesting in person):** _____

IDENTIFY WITH REASONABLE PARTICULARITY THE RECORD OR DOCUMENT THAT YOU ARE REQUESTING:



Jacobi, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors



**TOWN OF SELLERSBURG
PROJECT STATUS REPORT**
(Updates are in bold blue and italics)

April 8, 2024

GENERAL

- Ziptility launched on 6/28/2023. Follow-up meetings to be scheduled with each department.
 - Ziptility is working well for staff. Can hold additional trainings when needed.
 - *JTL is working with the Town as needed.*

INDOT 31W Utility Relocation

- *Prepared work orders for the Town.*
- *Submitted draft work plan and construction cost estimate to INDOT design consultant.*
 - *Updating INDOT work plan and cost estimate for INDOT and their design consultant.*

WATER

Water Service Line Inventory

- Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize paperwork for funding.
- Met with Water Distribution Manager on 9/6/23 to determine schedule for completion.
- All record drawings provided to JTL have been scanned and returned to Town.
- Obtained countywide database of building construction dates for use in determining likelihood of lead service lines by building code enforcement dates.
- Regularly scheduled meetings are ongoing.
- Survey request to all Sellersburg water customers went out via email. Survey can be found on the Town website under the Water Department page or hard copies are available in the Billing Office.
- Project Types 2 and Type 3 applications for grant funding were submitted on 2/29/2024.
 - *Type 2 application approved, and JTL is working on project contract.*
 - *Waiting on Type 3 application review.*

Asset Management Program

- Work Order approved for \$25,000 to access grant funds.
- SharePoint site for electronic data repository set up and all required parties have access.
- Adding information as acquired.
- All information to be added by the Town for Engineer's review by October 1st.
- Met with WWTP Operator to discuss specifics for additions to Ziptility for Asset Management.
- *Assets and associated Preventive Maintenance tasks have been implemented.*

Corporate
1829 E. Spring Street
Suite 201
New Albany, IN 47150
812-945-9585

Kentucky
2307 River Road
Suite 203
Louisville, KY 40206
502-583-5994

Central Indiana
1060 N. Capitol Avenue
Suite E360
Indianapolis, IN 46204
317-829-3474

Southern Indiana
124 Bell Ave
Clarksville, IN 47129
812-288-6646

WASTEWATER

Ivy Tech Pump Station No. 2 Elimination

- Reviewed final alignment with Town Manager.
- *Developing final cost estimates.*

WWTP Construction

- UV disinfection was placed into operation by 4/1/2023, as required by the Town's NPDES permit.
- On 11/14/2022, IFA was on-site to audit for State Revolving Fund (SRF) compliance with no issues.
- Revisions to the site grading plan were developed to address the proposed site enhancements, provide additional utility vehicle parking area (8 to 9 additional parking spaces), and address area where the existing pavement requires additional asphalt depth to provide a longer-term service life.
- Clarifier No. 1 demolition is complete and Clarifier No. 2 rehabilitation is complete.
- Several additional valves and piping of the RAS to the Headworks have been recommended by the operations group to improve the removal of rags and debris that are causing plugging of pipes and equipment. The cost for this modification is included in the proposed Change Order No. 6.
- Oxidation Ditch No. 1 and No. 2 have been commissioned, started, and are treating the plant influent flow.
 - Concrete repairs on the two existing oxidation ditches have been completed. The existing groundwater pressure relief valves have been found to be defective and need to be replaced. The cost for replacing the relief valves is included in Change Order No. 6.
 - The manufacturer's service technicians conducted startup of Oxidation Ditch No. 1 on 7/17/2023. Startup of Oxidation Ditch No. 2 has been delayed due to variable frequency drive (VFD) issues. The Contractor is implementing corrective actions to remedy this. Startup is expected to be completed in the next 2-3 weeks. Oxidation Ditch No. 2 VFD drive has been repaired in areas where leakage has been observed.
 - Oxidation Ditch No. 3, the new ditch, has been taken out-of-service to conduct standard concrete repairs in area where leakage has been observed.
- The new Headworks, Oxidation Ditch No. 3, and two 72-foot Clarifiers have been in continuous operation since the beginning of the year and have satisfactorily met all effluent permit limits.
- Contractor has assisted operations staff with dewatering of solids in the plant.
 - Due to a failure of a water pipe joint, control panel RTU-D3 was exposed to water. It has been classified as defective work and will be replaced. The defective work notice was issued to Contractor on 4/17/2023. Repair to the damaged control panel was completed by the equipment manufacturer. Testing has been completed on RTU-D3 and has been functioning without any downtime. The Dewatering Building is operating satisfactorily, however there are still issues with the screw press polymer system flow check valve, polymer injection rings and the thickened sludge chute level sensor. JTL is working with the equipment supplier and the Town to optimize this process.
- The Utility staff have moved back into the operations building.
- Council Tour was conducted on 3/9/2023.
- All major yard piping has been completed.
- Contractor has requested retainage reduction, substantial completion, and initiation of warranty period on the processes that have been placed in operation, as of 1/1/2023. This request was presented on 3/13/2023 and approved on 3/27/2023.
- Plantwide Substantial Completion was approved at the August 14th Town Council meeting.
- Second testing of RAS/WAS pump station completed on Friday, 10/13/23.
- Meeting weekly with WWTP Operator and staff for operations and warranty updates.
 - BDP has installed the polymer feed pumps and the drainage pan.
 - Failed RAS pump is being repaired. Pump in repair shop expected to be re-installed soon.
 - *Working with the contractor on current warranty claims and repairs.*
 - *BDP conducted training on the modified polymer system on March 12th and 13th.*
- Change Order #8 was approved by Council on 2/12/2024 amending Pace Contracting final completion to the end of March. This will allow Pace time to complete the requested change orders and punch list items, including landscaping.
- *Finalizing the closeout of the contract with the Town and Contractor.*

ROAD

CCMG Paving

- Closeout documentation submission to INDOT is all that remains for 2022-2.
 - *Closeout documentation has been sent to the Town. Submittal process for 2022-2 closeout is underway.*
- Application for 2023-2 was submitted and awarded to Town.
- Working on bid documents to meet the following schedule:
 - 1st Bid Advertisement – 1/26/2024
 - 2nd Bid Advertisement – 2/2/2024
 - Pre-bid Meeting – 2/5/2024 at 2:00 pm
 - Open Bids – 2/22/2024 at 3:00 pm
 - Awarded Bids – 2/26/2024 at Council Meeting – Libs awarded as low bidder
 - Executed Contract submitted to INDOT – 3/3/2024
 - *PO issued, waiting on receipt of funds before issuing Notice to Proceed (NTP).*

SR 60 (State) Portion

- Project is complete, with the exception of restoration.
 - All that remains is getting good stand of grass established in seeded areas. The Contractor will be required to return in the spring to reseed.

