

**Town of Georgetown
Regular Meeting
July 21, 2025
At 6:30 P.M.**

Pledge of Allegiance

Roll Call:

Council members present: Chris Loop, Brandon Hopf, Jason Parrish, Doug Wacker, and Matt Nolan.

Also attending: Julia Keibler, Haley James, Bob Woosley, Reny Keener, Kristi Fox, and Travis Speece.

Approval of Minutes

Brandon Hopf made a motion to approve the regular Town Council Meeting Minutes from June 10, 2025. Seconded by Matt Nolan and approved 4-0-1. Doug Wacker abstained.

Agenda Items

Bid Opening for 7005 Windsong Court Drainage Improvements

Bob Woosley opened all the bids.

Riley's Excavating:	\$73,460.00
Merrel Bierman:	\$127,735.00
Temple and Temple	\$168,400.00
Libs Paving	\$147,800.00
Cornell Harbison:	\$179,338.00
C & R Construction	\$87,480.00

Bob Woosley recommends approval to the lowest bidder, Riley's Excavating, contingent upon a thorough review of all documents submitted.

Chris Loop made a motion to take the lowest bidder, Riley's Excavating for \$73,460.00 under advisement until August to allow Bob Woosley to review all documents. Seconded by Jason Parrish and approved 5-0.

This item will be placed back on the August agenda.

Lakeland Lagoon Sewer System Smoke Testing

We only received one bid for this project. Temple and Temple submitted a bid for \$9,700.00.

Chris Loop made a motion to approve the \$9,700.00 for smoke testing of Lakeland Lagoon Sewer System and for this to be paid from the Waste Water Capital Improvement Fund. Seconded by Brandon Hopf and approved 5-0.

Clerk Treasurer- Julia Keibler

Pay App's for Approval:

Ashley Mariah Park Parking Lot Expansion Project – Temple and Temple

1. Invoice 16303 for \$28,120.00 – Gaming Fund 2235

Doug Wacker made a motion to approve Pay App #1 for Ashley Mariah Park Parking Lot. Seconded by Matt Nolan and approved 5-0.

2. Change Order #1 (sidewalk Improvements) for \$7,230.00

Chris Loop made a motion to approve Change Order #1 (sidewalk improvements) for \$7,230.00. Seconded by Brandon Hopf and approved 5-0.

Maplewood Business Park Lift Station – Riley's Excavating

1. Pay App #4 for \$13,725.00 WasteWater Improvement Fund 6208.

Matt Nolan made a motion to approve Pay App # 4. Seconded by Jason Parrish and approved 5-0.

2. Pay App #5 for \$35,298.08 – Do Not Pay

Marci Lane Drainage Improvements – C & R Construction

1. Pay App #2 for \$11,362.50 – ARPA Fund only has \$1,651.18 left

Chris Loop made a motion to approve and to pay by using the \$1,651.18 from the ARPA fund and the remaining from the LRS Fund #2202. Seconded by Doug Wacker and approved 5-0.

2. Change Order #2 for \$13,761.00

Chris Loop made a motion to approve Change Order #2 for the Marci Lane Drainage Project. Seconded by Brandon Hopf and approved 5-0.

New Town Hall and Storage Building -LMH Architecture

1. Invoice #TOG2501-01 for \$15,887.50 – 2025 Project Fund 2506

Chris Loop made a motion to approve the invoice from LMH Architecture for \$15,887.50 to be paid from line #2506 - 2025Project Fund. Seconded by Brandon Hopf and approved 5-0.

Food Truck Festival and Summer Concert

1. Invoice I17720- \$487.50 – Community Investor Fund 2550 – A1 Porta Potty

Doug Wacker made a motion to approve the invoice from A1 Porta Potty for \$487.50 and for this to be paid out of the Community Investor Fund. Seconded by Matt Nolan and approved 5-0.

2. Invoice 170543886-0001 for \$238.40 – Community Investor Fund 2550 – Sunbelt Rentals

Chris Loop made a motion to approve the invoice from Sunbelt Rentals and for this to be paid out of the Community Investor Fund. Seconded by Jason Parrish and approved 5-0.

G-25-07 - An Ordinance Establishing An Allocation of Salaries for the Clerk Treasurer and Staff in the Clerk Treasurer Office For The Town of Georgetown, Indiana

First Reading

Brandon Hopf made a motion to approve G-25-07 - An Ordinance Establishing An Allocation of Salaries for the Clerk Treasurer and Staff in the Clerk Treasurer Office For The Town of Georgetown, Indiana. Seconded by Matt Nolan and approved 5-0.

Second Reading

Chris Loop made a motion to approve G-25-07 - An Ordinance Establishing An Allocation of Salaries for the Clerk Treasurer and Staff in the Clerk Treasurer Office For The Town of Georgetown, Indiana. Seconded by Jason Parrish and approved 5-0.

2025 Budget Meeting Dates

The council will meet on 5:30 P.M. on July 31, 2025, and August 7, 2025, to hold two budget meetings.

G-25-08 - An Ordinance Establishing a Rainy Day Fund for the Town of Georgetown, Indiana

First Reading

Jason Parrish made a motion to approve Ordinance G-25-08 - An Ordinance Establishing a Rainy Day Fund for the Town of Georgetown, Indiana. Seconded by Brandon Hopf and approved 5-0.

Second Reading

Chris Loop made a motion to approve Ordinance G-25-08 - An Ordinance Establishing a Rainy Day Fund for the Town of Georgetown, Indiana. Seconded by Matt Nolan and approved 5-0.

Chief of Police -Travis Speece

The food truck festival was a success. National Night Out will be on August 5,2025 from 5:00-7:00 P.M.

Travis Speece would like to use the insurance money from the Ford Explorer claim and trade in the Tesla to purchase a new vehicle. Travis Speece will come back to next month's meeting with an update and send an email to the Council with vehicle mileages.

Town Manager- Reny Keener

Readi 2.0 – The Town is supposed to receive \$1,499.163.00 and it is to be spent on the Georgetown Park improvements, not the amphitheater. The July meeting was cancelled, and things are up in the air to receive any funds.

Kubota Grant – We have not heard anything back from them yet.

Community Foundation Grant – We are still finalizing the sidewalk for this grant. We are waiting to hear back from the state to finish this grant so we can apply for more.

Parks Master Plan – Draft – Reny Keener asked the Town Council to review this document.

Town Beautification Project – The old mulch at Town Hall was replaced with river rock and the overgrown bushes were trimmed. The guys cleared up overgrowth around the new Town Hall building and still need to pull some vines off the building. They do plan to add river rock in the flower bed on the back side of the building and in the front corner by the Town entryway. We have added landscaping around the front sign at Ashley Mariah Park and added three new trees. Seven new trees were added at Georgetown Park.

Food Truck Festival Update – Ducks Dogs won the favorite truck contest this year. We had 12 food trucks in total. Reny Keener is asking for approval for the second payment for the band/stage/ sounds unlimited for \$5,450.00. The first payment was paid out of Gaming.

Chris Loop made a motion to approve and pay the Sounds Unlimited second installment for \$5,450.00 and to be paid from the Gaming Fund #2235. Seconded by Doug Wacker and approved 5-0.

SoIN Tourism Grant – Pickleball - Reny Keener is finalizing the grant documents and will be sent out for review. A resolution will need to be approved like last year's to submit with the grant.

Annexation Study - Reny Keener has attached a quote and action steps from Veridus/ Civitas. Reny Keener is asking the Town Council to review the documents to help determine if they would like to move forward within the next few months.

Town Attorney- Kristi Fox

Nothing to report.

Town Engineer - Bob Woolsey

CCMG Grant – Bob Woosley would like approval of Change Order #1 for Libs Paving for installation of speed humps along Lois Lane, a speed hump on Mary Collins Way beside the fire department and for the widening of the road on Frank Ott. This change order is \$41,200.00. These items are not eligible for CCMG money.

Doug Wacker made a motion to approve Change Order #1 for Libs Paving in the amount of \$41,200.00 and for this to be paid from Fund #2201 MVH. Seconded by Bradon Hopf and approved 5-0.

1313 Cedar Drive – This property is having roadside and side yard drainage issues. Jamie Schillmiller is reviewing to determine if we can complete the work with our staff. This item has been tabled.

Plan Commission

The Plan Commission met with Don Lopp to review the planning and zoning code that has been in development since 2020.

Redevelopment Commission

The RDC awarded a CCF Grant payout to Lazy Sundaes and two façade grants, one to Floyd Farm and Feed, and one to First Financial Bank.

Old Business

Nothing to report.

New Business/Agenda Items

9090 State Road 64 – Deirth Property

Chris Loop made a motion to approve Kristi Fox moving forward with the acquisition of 9090 State Road 64 and any associated costs should be paid from Fund #2209. Seconded by Brandon Hopf and approved 5-0.

R-25-07- A Resolution for the Sale of Printers

These three printers will be listed on Govdeals with a reserve of \$50.00 per printer.

Brandon Hopf made a motion to approve R-25-07, A Resolution for the Sale of Personal Property. Seconded by Chris Loop and approved 5-0.

Beacon Street Consulting LLC – Don Lopp

We signed a contract earlier this year with Beacon Street Consulting, but we had to draft a new contract due to his hours going over the maximum amount. Don Lopp having to do additional work.

Chris Loop made a motion to approve Beacon Street's new contract contingent upon terminating his previous contract and for Don Lopp not to exceed 24 hours and to be paid from the General Fund #1101. Seconded by Matt Nolan and approved 4-1. Doug Wacker is opposed.

Request from Guerin Woods – Reny Keener

Reny Keener is speaking for Guerin Woods tonight. They would like to ask if the Town would consider lowering the speed limit for the roads in their development. The Council would like to table this item to allow Guerin Woods a chance to come to the next meeting to speak to the Council.

Doug Wacker made a motion to table this item. Seconded by Chris Loop and approved 5-0.

MS4 Problems – Betty Ervin 1740 Kelley Avenue

When it rains water is not moving through the storm system but is causing property damage to 1740 Kelley Avenue.

Chris Loop made a motion that the Council direct Reny Keener and Bob Woosley to work together to look at the topography on Kelley Avenue and take care of whatever drainage is there. Seconded by Brandon Hopf and approved 5-0.

Claims Docket

Matt Nolan made a motion to approve the Claims Docket. Seconded by Brandon Hopf and approved 5-0.

Adjournment

Jason Parrish made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 5-0.

Minutes approved by:



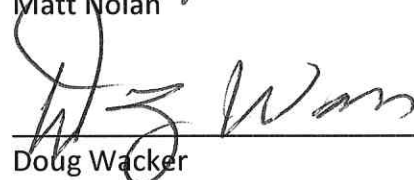
Christopher Loop, President



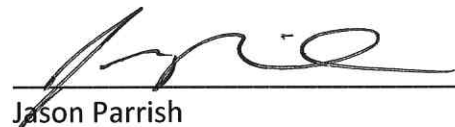
Brandon Hopf, Vice President



Matt Nolan



Doug Wacker

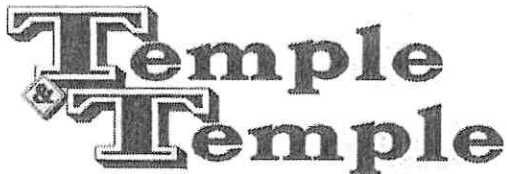


Jason Parrish

Attest:



Julia Keibler, Clerk Treasurer



Temple & Temple Excavating &
Paving, Inc.
1367 South State Road 60
Salem, IN 47167
(812) 883-6644

Invoice: 16303

EXCAVATING & PAVING, INC.

1367 South State Road 60 * Salem, IN 47167
PH: 812-883-6644 * FAX: 812-883-6664

Sold
to

Town of Georgetown
PO BOX 127
Georgetown, IN 47122

Ship
to

Ashley Mariah Park Improvement

INVOICE

Job No:

Account	P.O. Num	Ship Via	Ship Date	Terms	Invoice Date	Page
TOWNG				Net 30	7/17/25	1

Quantity	Unit	Description	Unit Price	Extended Price
1		Contract amount to expand the parking lot at Ashley Mariah Park. Sidewalk change order to be billed at a later date.	28,120.00	28,120.00

Subtotal 28,120.00

Total \$28,120.00

TERMS: 1-1/2% Finance Charge on Accounts 30 days past due. 1-1/2% is an Annual Percentage Rate of 18%.

CHANGE ORDER

Order No. 1

Date: June 12, 2025

Agreement Date: April 02, 2025

NAME OF PROJECT: Ashley Mark Park Parking Lot Expansion Project

OWNER: Town of Georgetown

CONTRACTOR: Temple & Temple Excavating & Paving

The following changes are hereby made to the CONTRACT DOCUMENTS:

Installation of approximately 400 SF of sidewalk to connect the parking lot to the adjoining park amenities.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ ~~7,230.00~~ \$28,210.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 28,210.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)/(decreased) by: ~~\$28,210.00~~ \$7,230.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 35,440.00

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased)/(decreased) by 0 calendar days. The date for completion of all work will be September 29, 2025 (date).

Approvals Required: To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested By: Josh Haley 06/23/2025
(Contractor's Signature) (Date)

Recommended By: R. O. Wray Jr. 06/12/25
(Engineer's Signature) (Date)

Accepted By: [Signature] 7/21/25
(Owner's Signature) (Date)

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): Town of Georgetown

Project: Maplewood Bus Pk. Lift Station

Application No: 4

Invoice No: 6461

Period To: 6/27/2025

From: Riley's Excavating LLC
PO Box 661
Georgetown, IN 47122

Via (Architect):

Architect's
Project No:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	30,758.75	0.00
Approved this month	0.00	0.00
TOTALS	30,758.75	0.00
Net change by change orders	30,758.75	

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	322,222.00
2. Net change by Change Orders	\$	30,758.75
3. CONTRACT SUM TO DATE (LINE 1+2)	\$	352,980.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	352,980.75
5. RETAINAGE	\$	35,298.08
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	317,682.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	303,957.67
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	13,725.00
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	35,298.08

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Riley's Excavating LLC
By: [Signature]

Date: 6-27-2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$
(Attach explanation if amount certified differs from the amount applied for.)

Architect: Engineer:

By: [Signature]

Date: July 9, 2025

This Certificate is not negotiable. If the AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

State of: Indiana County of: Jefferson
Subscribed and sworn to before me this 27th day of June, 2025
Notary Public: [Signature]
My Commission expires: 8/23/2026

[Signature] 07-21-25

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 4
 Application Date: 6/27/2025
 Period To: 6/27/2025
 Architect's Project No:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Mob/Demob	5,500	5,500	0	0	5,500	100	0	550
2	Bonds	13,200	13,200	0	0	13,200	100	0	1,320
3	Demolition	6,900	6,900	0	0	6,900	100	0	690
4	Gravel	2,163	2,163	0	0	2,163	100	0	216
5	Concrete Apron	4,669	4,669	0	0	4,669	100	0	467
6	8" Sanitary Sewer	797	797	0	0	797	100	0	80
7	4" Force Main	22,945	22,945	0	0	22,945	100	0	2,295
8	Manhole	3,400	3,400	0	0	3,400	100	0	340
9	Wet Well	157,849	157,849	0	0	157,849	100	0	15,785
10	Valve Vault	42,400	42,400	0	0	42,400	100	0	4,240
11	Canopy	12,000	12,000	0	0	12,000	100	0	1,200
12	Gate Valve w valve box	2,400	2,400	0	0	2,400	100	0	240
13	Electrical Controls	9,500	9,500	0	0	9,500	100	0	950
14	4" Conduit	6,500	6,500	0	0	6,500	100	0	650
15	Water Service & Yard Hydrant	2,700	2,700	0	0	2,700	100	0	270
16	Erosion Control	4,000	4,000	0	0	4,000	100	0	400
17	Seed and Straw	3,500	3,500	0	0	3,500	100	0	350
18	Gate & Fencing	7,500	7,500	0	0	7,500	100	0	750
19	Storm Pipe	14,300	14,300	0	0	14,300	100	0	1,430

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 4
 Application Date: 6/27/2025
 Period To: 6/27/2025
 Architect's Project No:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/ C)	BALANCE TO FINISH (C-G)	RETAINAGE
0	0	0	0	0	0	0	***	0	0
CO1	Change Order 1	7,700	7,700	0	0	7,700	100	0	770
CO2	Change Order 2	1,300	1,300	0	0	1,300	100	0	130
CO3	Change Order 3	4,584	4,584	0	0	4,584	100	0	458
CO4	Change Order 4	1,925	1,925	0	0	1,925	100	0	193
01	0	0	0	0	0	0	***	0	0
CO5	Change Order 5	15,250	0	15,250	0	15,250	100	0	1,525
		352,981	337,731	15,250	0	352,981	100	0	35,298

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

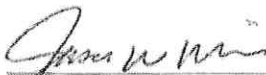
Project: Maplewood Bus Pk Lift Station

On receipt by the undersigned of a check from Town of Georgetown in the sum of THIRTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND NO CENTS (13,725.00) payable to Riley's Excavating LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Town of Georgetown through 6/27/2025 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

6-27-2025
(Date)


(Signature)

Estimator
(Title)

Page 4 of 6

APPLICATION DATE:	7/1/2025
PERIOD TO:	7/1/2025

PROJECT NUMBER	24205
SUBCONTRACT NUMBER	

TO: Town of Georgetown

**PROJECT: Marci Lane
Drainage Improvement**

► **Dehydration:** Dehydration is the loss of water from the body. It can occur when you don't drink enough water, or when you sweat too much without replacing the lost fluids. Dehydration can lead to a variety of health problems, including dizziness, fatigue, and muscle cramps. In severe cases, it can even lead to organ failure.

[illegible]

CHANGE ORDER

Order No. 2

Date: 07/15/2025

Agreement Date: 12/19/2024

NAME OF PROJECT: Marci Lane Drainage Improvements Project

OWNER: Town of Georgetown

CONTRACTOR: C & R Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1. Miscellaneous modifications to the improvements per the attached exhibit (Change Order No. 2 exhibit) and email dated 07/15/25 from Rusty Crosier with detailed scope of work and fee proposal.*

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 102,525.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 118,397.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)/(decreased) by: \$13,761.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 132,158.00

Change to CONTRACT TIME:

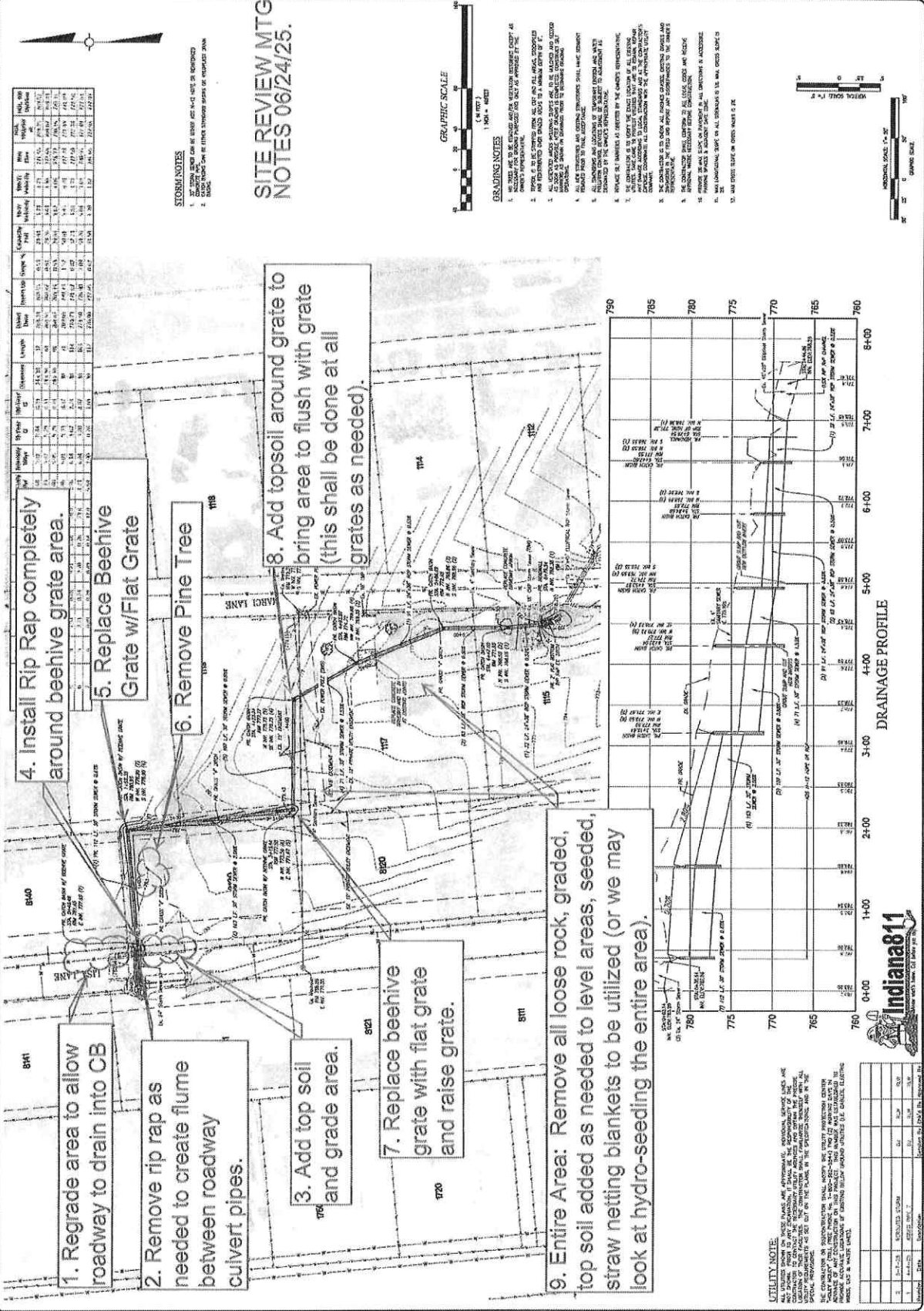
The CONTRACT TIME will be (increased)/(decreased) by 0 calendar days. The date for completion of all work will be _____ (date).

Approvals Required: To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested By: Lacy Crosier 7/21/25
(Contractor's Signature) (Date)

Recommended By: Rusty Crosier 07/15/25
(Engineer's Signature) (Date)

Accepted By: [Signature] 7/21/25
(Owner's Signature) (Date)



NO.	DATE	DESCRIPTION
1	6/24/25	REVISIONS
2	6/24/25	REVISIONS
3	6/24/25	REVISIONS
4	6/24/25	REVISIONS
5	6/24/25	REVISIONS
6	6/24/25	REVISIONS
7	6/24/25	REVISIONS
8	6/24/25	REVISIONS
9	6/24/25	REVISIONS
10	6/24/25	REVISIONS



Bob Woosley

From: Rusty Crosier <rcrosier@crconstruction.info>
Sent: Tuesday, July 15, 2025 9:31 AM
To: Bob Woosley
Cc: Drake Jessie
Subject: Re: Marci lane drainage project

Here is what we came up with:

Additional Work:

1. Remove tree and grind stump flush (quote from one of the contactors provided by town).
2. Regrade small section of shoulder along Lisa Lane, re-place some of the existing riprap to allow stormwater sheetflow off roadway, place new riprap around 4 sides of new catch basin.
3. Replace 2 Beehive grates with flat grates (Sta. 1+54.31 and 2+95.93).
4. Install risers and topsoil to raise catch basin @ Sta. 2+95.93.
5. Install erosion control blanket in ditch line and around new catch basins.

Total cost \$13,761.00

Cost that is not included above that will be completed by C&R as part of original contract:

1. Add topsoil, grade, and re-seed construction entrance areas.
2. Add topsoil, grade and re-seed disturbed/washed areas.
3. Add topsoil, grade and re-seed settled areas around catch basins.

I think this covers everything. I did not include cost to hydroseed. We spoke with 2 companies that do the work and they both said if the areas are not watered consistently after hydro seeding it will burn up and be a waste of money. They were both around \$4,000 to move in and hydro seed. I did include the cost to hand seed the areas in our portion as we should be responsible to fix it. Also, I included cost for Erosion Control Blanket in the town portion as that was not part of the original work.

Let me know if you have any other questions or we need to discuss anything.

Rusty K. Crosier, P.E.

C&R Construction | 598 Schwartz Rd. | Corydon, IN 47112
812-786-4974 Cell
812-738-4493 Office
812-738-4490 Fax

From: Bob Woosley <bwoosley@heritageeng.com>
Sent: Tuesday, July 15, 2025 7:50 AM
To: Rusty Crosier <rcrosier@crconstruction.info>
Cc: Drake Jessie <djessie@heritageeng.com>
Subject: RE: Marci lane drainage project

Good timing. I have a Town Council meeting coming up on Monday and plan to present it to them for approval. Assuming your number isn't crazy. Ha



Robert L. Woosley Jr., P.E.
President

603 North Shore Dr, Suite 204
Jeffersonville, IN 47130 | P: 812-280-8201
M: (502) 727-0079

642 South Fourth St, Suite 100
Louisville, KY 40202 | P: 502-562-1412
www.heritageeng.com

From: Rusty Crosier <rcrosier@crconstruction.info>
Sent: Tuesday, July 15, 2025 7:39 AM
To: Bob Woosley <bwoosley@heritageeng.com>
Cc: Drake Jessie <djessie@heritageeng.com>
Subject: Re: Marci lane drainage project

Getting this together and will have it to you shortly. Apologize for the delay.

Rusty K. Crosier, P.E.

C&R Construction | 598 Schwartz Rd. | Corydon, IN 47112
812-786-4974 Cell
812-738-4493 Office
812-738-4490 Fax

From: Bob Woosley <bwoosley@heritageeng.com>
Sent: Monday, July 7, 2025 9:32 AM

To: Rusty Crosier <rcrosier@crconstruction.info>
Cc: Drake Jessie <djessie@heritageeng.com>
Subject: RE: Marci lane drainage project

Got it. Thanks for the update.



Robert L. Woosley Jr., P.E.
President

603 North Shore Dr, Suite 204
Jeffersonville, IN 47130 | P: 812-280-8201
M: (502) 727-0079

642 South Fourth St, Suite 100
Louisville, KY 40202 | P: 502-562-1412
www.heritageeng.com

From: Rusty Crosier <rcrosier@crconstruction.info>
Sent: Monday, July 7, 2025 9:31 AM
To: Bob Woosley <bwoosley@heritageeng.com>
Cc: Drake Jessie <djessie@heritageeng.com>
Subject: Re: Marci lane drainage project

Just wanted to give you guys an update on where we are with this project. We met with one of the tree guys the town provided Friday and received a quote from them. We are getting things put together and hope to have something mid week.

Rusty K. Crosier, P.E.

C&R Construction | 598 Schwartz Rd. | Corydon, IN 47112
812-786-4974 Cell
812-738-4493 Office
812-738-4490 Fax

From: Bob Woosley <bwoosley@heritageeng.com>
Sent: Friday, June 27, 2025 10:58 AM
To: Reny Keener (reny.keener@georgetown.in.gov) <reny.keener@georgetown.in.gov>; Jamie Schillmiller <jamie.schillmiller@georgetown.in.gov>; Rusty Crosier <rcrosier@crconstruction.info>; Drake Jessie <djessie@heritageeng.com>
Subject: FW: Marci lane drainage project

FYI. See below. Turns out we were correct, it is a water line leak.



Robert L. Woosley Jr., P.E.
President

603 North Shore Dr, Suite 204
Jeffersonville, IN 47130 | P: 812-280-8201
M: (502) 727-0079

642 South Fourth St, Suite 100
Louisville, KY 40202 | P: 502-562-1412
www.heritageeng.com

From: Rhonda Thrasher <noteert@yahoo.com>
Sent: Friday, June 27, 2025 10:39 AM
To: Bob Woosley <bwoosley@heritageeng.com>
Subject: Re: Marci lane drainage project

Well i just talked with them. It IS water from the line ACROSS the street!! He said going under the street to my yard.
So he said he will get it taken care of. Nothing to do on our part but wait. Bob, thank you again for all you've done
Sent from my iPhone

On Jun 27, 2025, at 10:19 AM, Rhonda Thrasher <noteert@yahoo.com> wrote:

The water guy is here and said the water line runs on the opposite side if the road. Said it has go be from the sewer which that is right there by where they were digging by the road. Anyway i tried to call G'town utilities and could t speak to anyone. Is there any way you can help me out please?
Sent from my iPhone

On Jun 27, 2025, at 7:16 AM, Bob Woosley <bwoosley@heritageeng.com> wrote:

Did you have any luck speaking with anyone at Indiana American Water? I know the Town called it in and INAW was supposed to have someone look into it.

Hopefully they can get that fixed. I believe the Town will allow for a sewer bill adjustment to be made one the leak has been fixed. Check with Town Hall on the steps you would need to take to have that done.

Thank you,

Bob Woosley, P.E.
Town Engineer
Georgetown, IN

From: Rhonda Thrasher <noteert@yahoo.com>
Sent: Friday, June 27, 2025 6:52 AM
To: Kelly <kdsales82@gmail.com>
Cc: Bob Woosley <bwoosley@heritageeng.com>; Drake Jessie <djessie@heritageeng.com>; Rusty Crosier <rcrosier@crconstruction.info>; Chris Loop <chris.loop@georgetown.in.gov>; Lacy Crosier <lcrosier@crconstruction.info>; Richard Menges <rmenges@crconstruction.info>
Subject: Re: Marci lane drainage project

Looks good to me, although i still have the water leak and my bill more than doubled. This needs fixed asap.
Sent from my iPhone

On Jun 25, 2025, at 5:32 PM, Kelly <kdsales82@gmail.com> wrote:

Looks good to me! Thanks again for coming out!

Kelly Salesman

On Wed, Jun 25, 2025 at 1:54 PM Bob Woosley <bwoosley@heritageeng.com> wrote:

Everyone,

Thanks again for meeting yesterday on site to review the project. Attached are my notes from the meeting.

The items below correspond to the numbers listed on my attached site meeting notes exhibit.

1. Regrade shoulder along Lisa Lane.
2. Remove rip rap as needed on top of ex road culverts to create a flume between pipes to help roadway drain.
3. Add topsoil to area used as construction entrance.
4. Install rip rap completely around beehive inlet to facilitate water entering grate. Rip rap shall cover the top of the CB.
5. Replace beehive grate with flat grate.
6. Remove pine tree (the stump will be cut flush or grinded down to surface and not fully removed).
7. Replace beehive grate with flat grate. Raise grate with riser(s).
8. Add topsoil to make smooth transition to grate. This is to be done at all grates as needed.

9. Entire Area: Remove loose stone. Grade as needed to remove dips and ruts. Install seed and netting (or consider hydro-seeding).

Note: The Town will return in the fall to re-seed entire area as needed to fill bare areas that do not germinate.

Next steps:

1. Contractor to provide pricing for Items 1, 2, 4, 5, & 7.
2. Town to secure pricing for removal of pine tree (Item 6).
3. Present additional cost to Town Council for approval.

Please let me know if anyone has any questions or if missed anything discussed.

Thank you,

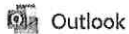
Bob Woosley, P.E.
Town Engineer
Georgetown, IN
Ph: (502) 727-0079

From: Kelly <kdsales82@gmail.com>
Sent: Friday, June 20, 2025 8:14 AM
To: Rhonda Thrasher <noteert@yahoo.com>
Cc: Bob Woosley <bwoosley@heritageeng.com>; Drake Jessie <djessie@heritageeng.com>; Rusty Crosier <rcrosier@crconstruction.info>; Chris Loop <chris.loop@georgetown.in.gov>; Lacy Crosier <lcrosier@crconstruction.info>; Richard Menges <rmenges@crconstruction.info>
Subject: Re: Marci lane drainage project

Kelly Salesman

On Fri, Jun 20, 2025 at 8:12 AM Kelly <kdsales82@gmail.com> wrote:

I've attached some pictures taken yesterday after the rain we had Friday night. From the pictures you can tell the direction the water flowed because of the straw in Rhonda's back yard. None of it flowed towards the drain by the telephone pole. You can tell because there is still straw there.



FW: Marci lane drainage project

From Bob Woosley <bwoosley@heritageeng.com>

Date Tue 7/15/2025 2:49 PM

To Chris Loop <chris.loop@georgetown.in.gov>; Brandon Hopf <brandon.hopf@georgetown.in.gov>; Jason Parrish <jason.parrish@georgetown.in.gov>; Doug Wacker <doug.wacker@georgetown.in.gov>; Matt Nolan <matt.nolan@georgetown.in.gov>

Cc Reny Keener <reny.keener@georgetown.in.gov>; Julia Keibler <julia.keibler@georgetown.in.gov>; Drake Jessie <djessie@heritageeng.com>

4 attachments (7 MB)

Fwd: Marci lane drainage project; Change Order No 2 - Marci Lane Drainage Project Exhibit.pdf; CO No 2 - Email from Contractor with Marci Ln scope of work and cost 07.15.25.pdf; CO No 2 - Marci Lane 07-15-25.pdf;

Council,

See below the follow up from C&R Construction for the additional cost to address all items of concern from the meeting Reny and I held on site with Ms. Salsman and Ms. Thrasher on 06/24/25. The proposed changes address all of the property owners concerns.

Total cost to complete all items = \$13,761.00.

The fee looks good to me and I would recommend approval. I've attached a new Change Order for this work.

I believe when the budget was originally approved you approved a budget of either \$120k or \$125k for the project. The total spent to date (including this Change Order) is:

Original Bid	\$102,525.00
C.O. No. 1	\$15,872.00
C.O. No. 2	\$13,761.00 (Pending Approval)
Total	\$132,158.00

My only comment is that given the time of year grass may be hard to get established so we may be faced with returning in the fall to overseed the area if grass fails to germinate properly.

I intend to present this Change Order No 2 for approval at your meeting on Monday. Let me know if there are any questions I can answer in advance of the meeting.

Thank you,

Bob Woosley, P.E.
Town Engineer
Georgetown, IN



Robert L. Woosley Jr., P.E.
President

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M: (502) 727-0079

642 South Fourth St, Suite 100
Louisville, KY 40202 | P: 502-562-1412
www.heritageeng.com

From: Rusty Crosler <rcrosler@crconstruction.info>

Sent: Tuesday, July 15, 2025 9:31 AM

To: Bob Woosley <bwoosley@heritageeng.com>

Cc: Drake Jessie <djessie@heritageeng.com>

Subject: Re: Marci lane drainage project

Here is what we came up with:

Additional Work:

1. Remove tree and grind stump flush (quote from one of the contactors provided by town).
2. Regrade small section of shoulder along Lisa Lane, re-place some of the existing riprap to allow stormwater sheetflow off roadway, place new riprap around 4 sides of new catch basin.
3. Replace 2 Beehive grates with flat grates (Sta. 1+54.31 and 2+95.93).



LMH+MAR Architecture
12808 Townepark Way, Suite 200
Louisville, Kentucky 40243
502.581.0570

Invoice

Date	Invoice #
7/1/25	TOG2501-01

Client Information

Mr. Chris Loop
Town of Georgetown
9111 State Road 64
Georgetown, IN 47122

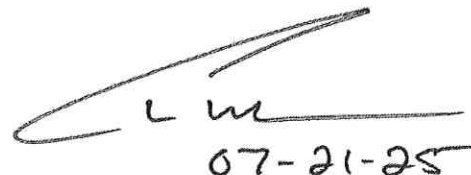
Project Information

Town of Georgetown
Renovation of Methodist Church to
New Town Hall and Storage Building
Georgetown, Indiana

Total Fee	Terms	LMH Project Number	Rep	PO Number
\$129,500	Due on Receipt	TOG2501	TGM	

Item	Description	Rate	% Previous	% Complete to Date	Amount
SD-C	Schematic Design Activities	31,775.00		50.00%	15,887.50
DD-C	Design Development Activities	31,775.00		0.00%	0.00
CD-C	Contract Documents	53,000.00		0.00%	0.00
CA-C	Construction Administration	12,950.00		0.00%	0.00

Please make all checks payable to LMH Architecture, PLLC.
Send to the address above.
Should you have any questions or require further information
please contact Nick at 502.581.0570



07-21-25

Balance Due \$15,887.50

A1 Porta Potty
200 Galvan Way
New Albany, IN 47150
(812) 786-4222
ar@a1portapotty.com
Tax ID:



Invoice To:

Town of Georgetown
9111 IN-64
Georgetown, IN 47122

Invoice # **I17720**
Invoice Date **Jun 20, 2025**
Billing Period **--**
Due Date **Jul 20, 2025**

Invoice Amount **\$487.50**

Customer ID	PO #	Rental #	Pay Online ID	Clerk	Terms
C5746	IN Event	R4565	Y1fBCwtg	AT	Net 30

Site: TOWN OF GEORGETOWN, 9100 Lois Ln Georgetown, IN 47122

Line #	Service	Tax Code	Rate	Qty.	Amount
1	SET of HANDICAP POTTY Jun 19, 2025 - Jun 23, 2025 (6/19/2025 - 6/23/2025) Handicap Potty - SET of HANDICAP POTTY on 6/19/2025		\$100.00	2	\$200.00
2	Set of Handwash Station Jun 19, 2025 - Jun 23, 2025 (6/19/2025 - 6/23/2025) Handwash Station - Set of Handwash Station on 6/19/2025		\$140.00	2	\$280.00
3	Fuel Surcharge Fuel Surcharge		\$7.50	1	\$7.50
Invoice Subtotal					\$487.50
Tax (01) - Indiana Sales Tax - 7%					\$0.00
Invoice Total					\$487.50

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: **C5746** and your Pay Online ID: **Y1fBCwtg** then click Submit. Enter your payment info and click Pay. That's it!
Event Pot 6.19.25

Detach and return (#9 envelope)

Town of Georgetown
9111 IN-64
Georgetown, IN 47122

Remit To:

A1 Porta Potty
200 Galvan Way
New Albany, IN 47150

Use Community Investor Fund

Customer ID # **C5746**
Invoice # **I17720**
Invoice Date **Jun 20, 2025**
Billing Period **--**
Due Date **Jul 20, 2025**
Invoice Total **\$487.50**
Payments **(\$0.00)**

Invoice Due **\$487.50**

Pay for
Concert/Food Truck 6/20/25
07-21-25



PC#: 0140
1634 BROADWAY ST
CLARKSVILLE, IN 47129 7712
812-284-5268

SUNBELT RENTALS, INC.

Job Site:

TOWN OF GEORGETOWN
1636 HENRIOTT RD
GEORGETOWN, IN 47122 9043

C#: 812-951-3012 J#: 812-951-3012

Customer: 443684

TOWN OF GEORGETOWN
P.O. BOX 127
GEORGETOWN, IN 46741

RENTAL RETURN



Invoice #... 170543866-0001
Invoice date 6/23/25
Date out.... 6/20/25 11:30 AM
Date in..... 6/23/25 8:23 AM
Job Loc..... 1636 HENRIOTT RD, GEORGETOWN
Job No..... 7 - TOWN OF GEORGETO
P.O. #..... NR
Ordered By.. LEFTWITCH, MEGAN
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	4000W NARROW VERTICAL MAST LIG 10082906 Make: WACKER Model: LTV6L Ser #: WNCLTV01JPUM03730 LIGHT TOWER 4000W, WACKER, LTV6L, DSL, BULLDOG, TRL HR OUT: 4363.764 HR IN: 4363.776 TOTAL: .012 Billed from 6/20/25 thru 6/23/25	200.00	200.00	510.00	995.00	200.00
Rental Sub-total:						200.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	INHERS	EA	4.500			4.50
	IN 2.25% HEAVY EQUIP RENTAL EXCISE TAX					
1	ENVIRONMENTAL	EA	3.900			3.90
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
	RENTAL PROTECTION PLAN					30.00
Sub-total:						238.40
Total:						238.40
FINAL BILL: 6/20/25 11:30 AM THRU 6/23/25 08:23 AM.						

All amounts are in USD

Rental for
Food Truck Festival
concert

[Signature]

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) (Customer Initials)

Customer Signature

Date Name Printed

Delivered By

Date

CHANGE ORDER

Order No. 1
Date: 7/21/2025
Agreement Date: 4/29/2025

NAME OF PROJECT: Georgetown Paving CCMG 2025-01 Improvements Project

OWNER: Town of Georgetown

CONTRACTOR: Libs Paving Co., Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. **Undercut Soft Soil at Lois Lane:** Due to poor soils encountered it is necessary to undercut the roadway and install #2 stone to create a firm base. Cost = \$19,300.00
2. **Widening of Frank Ott Rd:** A shoulder did not exist along Frank Ott Road. Work will be performed to add a 3 ft wide dense grade shoulder and widen the road. Cost = \$5,700.00
3. **Speed Humps:**
 - a. A total of four (4) speed humps will be added along Lois Lane. Cost = \$12,400.00
 - b. One (1) speed hump will be added at Mary Collins Way. Cost = \$3,800.00

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 354,648.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 354,648.00

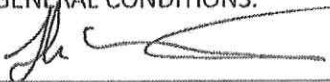
The CONTRACT PRICE due to this CHANGE ORDER will be (increased/(decreased)) by: \$41,200.00


The new CONTRACT PRICE including this CHANGE ORDER will be \$ 395,848.00


Change to CONTRACT TIME:

The CONTRACT TIME will be (increased)/(decreased) by 0 calendar days. The date for completion of all work will be _____ (date).

Approvals Required: To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested By:  7/21/25
(Contractor's Signature) (Date)

Recommended By:  07/21/25
(Engineer's Signature) (Date)

Accepted By:  07/21/25
(Owner's Signature) (Date)

CONSULTING AGREEMENT

This Consulting Agreement (hereinafter referred to as this "Agreement") is made this 21 th day of July, by and between Town of Georgetown ("Town"), an Indiana government unit, whose address is 9111 State Rd 64, Georgetown, IN 47122 and **Beacon Street Consulting, LLC** ("Consultant"), with an address of 1500 North Luther Road Georgetown, IN 47122. Town desires to retain Consultant as an independent contractor to perform consulting services for Town, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, Town and Consultant (collectively, the Parties) agree as follows:

1. **Consulting Services.** During the term of this Agreement, Consultant will provide services as an independent contractor to Town as described on Section 2 attached to this Agreement ("Services").

2. **Compensation and Expense Reimbursement.** As compensation to Consultant for such Services, Town shall pay Consultant as follows:

For Services performed described below:

- Update Town Zoning Map
- Conduct Community Survey as part of Adult Oriented Businesses zoning regulations
- Update Rules of Procedures for Board of Zoning Appeals and Plan Commission
- Develop zoning regulations and processes for Historic District
- The consultant fee will be \$150 a hour not to exceed twenty-four hours (24)

3. **Benefits.** Consultant is an independent contractor and not an employee of the Town, and as such will not be entitled to benefits provided to current Town employees, including but not limited to health insurance and pension benefits. To the extent that Consultant may inadvertently become eligible for any benefit programs maintained by Town, Consultant shall be deemed to have waived any right to participate in such programs. Consultant's exclusion from benefit programs maintained by Town, and corresponding waiver, represent a material component of the terms of compensation negotiated by the Parties, and are not premised on any representation or assumption as to Consultant's status as an independent contractor with respect to Town.

4. **Term and Termination.** This Agreement shall be for a term of one (1) year. However, this Agreement may be terminated at any time by mutual consent of the Parties, or either Town or Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

5. **Conflicts of Interest.** Although Consultant may become an employee of, or provide consulting services to, other entities, Consultant agrees not to engage in any activity that could conflict or interfere with the performance of his duties under this Agreement, or that could

result in a conflict of interest to the detriment or potential detriment of Town.

6. Independent Contractor. It is understood and agreed that Consultant shall perform the Services as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. This Agreement does not establish an employment, partnership, joint venture or agency relationship between Consultant and Town. Consultant is retained by Town only for the purposes and to the extent set forth in this Agreement for the performance of the Services. Consultant is not required to provide services exclusively to the Town and Consultant is free to undertake other engagements with other business entities. Consultant shall be solely responsible for the performance of the Services, and, subject to the terms of this Agreement, shall have sole discretion and control to determine the method, details, and means of performing the Services, subject to the specifications and limitations of Town. Town shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services, but Town retains the right to control the overall objectives regarding the duties and/or work to be performed by Consultant pursuant hereto. Consultant hereby represents and warrants that Consultant is solely and exclusively responsible for paying all federal, state and/or local taxes and withholdings with respect to any fees Consultant receives as a result of the performance of the Services. In addition, Consultant represents and warrants that he will comply with any other applicable statutory or contractual obligations, including but not limited to, workers' compensation insurance, and unemployment insurance as part of Consultant's status as an independent business. Consultant represents and warrants that he is not eligible, and will have no claim against Town, for employee benefits, including but not limited to vacation or holiday pay, sick leave, health insurance, retirement benefits, unemployment insurance benefits, separation payments or other employee benefits of any kind.

7. Indemnity.

(a) Consultant agrees that Consultant will be totally responsible for and indemnify Town completely for any and all personal injury to third parties and tangible property, personal or realty, of third parties caused by Consultant's negligence or willful misconduct in performing the Services.

(b) Town agrees that Town will be totally responsible for and indemnify Consultant completely for any and all personal injury to third parties and tangible property, personal or realty, of third parties caused by Town's negligence or willful misconduct in performance of its obligations under this Agreement.

(c) Consultant also agrees to indemnify, protect and hold Town harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Consultant. Consultant's obligations hereunder shall include Town's cost of defense (i.e., legal fees and costs), as well as the payment of any final judgment rendered against Town.

8. Compliance. Consultant shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, Town and municipal, insofar as applicable to Consultant's performance or services under this Agreement.

9. **Assignments and Subcontractors.** This Agreement, and all duties and obligations herein, are personal in nature, and neither Consultant nor Town shall assign or subcontract all or any part of this Agreement without the prior written consent of the other party.

10. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the services to be performed by Consultant under this Agreement.

12. **Modifications.** None of the provisions of this Agreement may be waived, changed, or altered except by an instrument in writing signed by both Parties.

13. **Headings.** Headings used throughout this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement.

14. **Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.

15. **Governing Law.** This Agreement and all matters relating to the meaning, validity or enforceability thereof and the performance of services hereunder shall be governed by the laws of the State of Indiana.

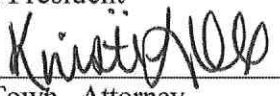
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

For "Town ":

Town of Floyd

By: 

Chris Loop, President

Attested by: 

Kristi Fox, Town Attorney

Beacon Street Consulting, LLC

By: _____

Donald Lopp, President