

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Greenfield acting through its Board of Public Works and Safety ("City") and Autumn Place Homeowners Association, Inc. ("HOA").

WHEREAS, the existing three (3) private street lights in the HOA's private street of Kirkpatrick Place are in deteriorating or failed condition; and

WHEREAS, HOA is desirous of five (5) new Greenfield standard street lights; and

WHEREAS, City has determined that street lights are a public safety benefit for all City neighborhoods; and

WHEREAS, the parties are desirous to enter into an agreement that will define a cooperative street light installation plan that will accommodate and benefit the HOA and the City.

NOW, THEREFORE, the City and HOA agree as follows:

1. City will complete the scope of work ("Work") shown in "Attachment A", attached hereto within 180 days from the fully executed date of this MOU.
2. City will own and maintain all infrastructure associated with Work in perpetuity and cover the on-going monthly energy costs associated with the Work;
3. HOA will participate in 50% of the total cost of the Work; the total amount for the Work is estimated to be \$16,304.00, so the HOA will be responsible for \$8,152.00;
4. City will participate in 50% of the total cost of the Work; the total amount for the Work is estimated to be \$16,304.00, so the City will be responsible for \$8,152.00;
5. The parties intend for this MOU to be binding upon the successors and assigns of the parties;
6. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this MOU shall not be deemed a waiver of any rights or remedies which such party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.
7. HOA shall fully defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind arising from the Work (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal,

state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Developer, its officers, owners, personnel, employees, agents, contractors, invitees or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the city for all legal fees, expenses, and costs incurred by it.

IN WITNESS WHEREOF, the parties have set their hands on the date first written above.

GREENFIELD BOARD OF  
PUBLIC WORKS & SAFETY

Mayor Chuck Fewell

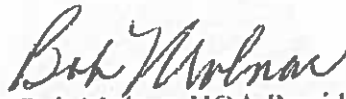
Katherine Locke

Larry Breese

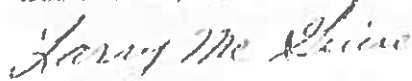
Kelly McClarnon

Glenna Shelby

AUTUMN PLACE HOMEOWNERS  
ASSOCIATION, INC.



Bob Molnar, HOA President



Larry McGuire, HOA Secretary / Treasurer

**"ATTACHMENT A"**

**Kirkpatrick Place street light project**

5 - Acorn LED fixtures.....	4,840.50
5 – Smooth Black Aluminum poles.....	1,750.00
800 feet 12-2 URD wire.....	376.00
650 feet continuous conduit.....	487.50
Contractor labor to bore and install.....	8,850.00
 Project Total.....	 16,304.00

# TVPPA Apprenticeship Lab 5- Troubleshooting

Safety, hotline tools, protective devices, regulators,  
capacitors, and single line drawing

Attending: James Silvey and Jordan Osswald

When: August 15<sup>th</sup> - August 20<sup>th</sup> 2021

Where: Greeneville, TN

Details	Cost	Total
Hotel x 5 nights	\$139 a night x 2	\$1,622.82
Per Diem x 6 Days	\$45 x 2	\$540
Mileage	800 Miles @ .56 x 2	\$896
Mileage for class	50 miles @.56 x 2	\$56

**Not to Exceed: \$ 3,500**

# K and K Fence Co., Inc.

www.kkfence.com

## Proposal and Contract

Proposal Date:

July 7, 2021

Account Manager:

Ted Brown Jr.

Email:

tbrownjr@kandkfence.com

Cell:

317-339-8148

Direct:

317-759-5876

Office:

317-359-5425 ext 114

<b>Office Address:</b>
6520 Brookville Road Indianapolis, IN 46219

<b>Remit Payment To:</b>
PO Box 19833 Indianapolis, IN 46219

<b>Customer Billing Address:</b>	
<b>Customer:</b>	Greenfield City Power & Light
<b>Attention:</b>	
<b>Office:</b>	<b>Cell:</b>
<b>Email:</b>	
<b>Address:</b>	333 S Franklin St.
<b>City:</b>	Greenfield
<b>State:</b>	IN <b>Zip Code:</b> 46140
<b>P.O. #:</b>	

<b>Job Site Information:</b>		<b>Job #:</b>	
<b>Job Name:</b>	Greenfield P & L - Storage Lot		
<b>Contact:</b>	Brady Baker		
<b>Office:</b>	<b>Cell:</b>	317-538-3853	
<b>Email:</b>	bbaker@greenfieldin.org		
<b>Address:</b>	222 S Franklin St.		
<b>City:</b>	Greenfield		
<b>State:</b>	IN	<b>Zip Code:</b>	46140
<b>County:</b>	Hancock	<b>Township:</b>	Center

**Proposal is Valid for 7 Days**

**K and K Fence, Inc. will have the Public Underground Utilities Located**

See attached aerial layout for the approximate fence and gate locations.

**Yellow Lines**

Furnish and install 213' of 7' + 1' tall galvanized chain link fence including one 25' wide double swing gate and 213' of gray slats.

Material:	\$ 11,680.00
Sales Tax:	\$ -
Labor:	\$ 5,625.00
Private Utility Locating:	\$ 825.00
Core Drilling:	\$ 1,100.00
<b>Total Installed Complete:</b>	<b>\$ 19,230.00</b>

**Yellow and Blue Lines**

Remove and haul away 124' of 6' + 1' tall chain link fence.  
Furnish and install 337' of 7' + 1' tall galvanized chain link fence including one 25' wide double swing gate and 337' of gray slats.

Material:	\$ 16,560.00
Sales Tax:	\$ -
Labor:	\$ 8,500.00
Private Utility Locating:	\$ 825.00
Core Drilling:	\$ 1,100.00
<b>Total Installed Complete:</b>	<b>\$ 26,985.00</b>

Our current lead time is 8 to 16+ weeks, from the approval date, weather permitting.  
Private utility locating is included.  
All posts will be set in concrete.  
The dirt and spoils will be spread at the posts.  
See below exclusions.

<b>Specifications:</b>
9 Gauge, 2" Mesh
1-5/8" SS40 Top Rail and Bracing
2-1/2" SS40 Line Posts
3" SS40 Terminal Posts
6-5/8" Sch. 40 Gate Posts
7 Gauge Bottom Tension Wire

**Unless specified above, these listed items are NOT included.**

Union / Prevailing Wages	Permits	Surveying/Staking	Ground Penetrating Radar	Gate Operators
Fence Grounding	Core Drilling	Engineering/Testing	Landscape Clearing and Grubbing	Access Controls
Old Fence Removal	Vacuum Extraction	Electric Power / Conduits	Private Underground Utility Locating	Dirt Removal

**Acceptance of Proposal and Contract:**

Purchaser accepts that the above prices, specifications and conditions are satisfactory and hereby accepted. K and K Fence, Inc. is authorized to do the work as specified. This contract is payable in full upon substantial completion of work performed. This proposal, when accepted, becomes a contract between two parties and is not subject to cancellation. Should purchaser not fulfill the obligations of payment, purchaser will be liable for all court costs, attorney fees and other expenses incurred in the collection of any amount due for work performed. K and K Fence, Inc. will not be held responsible for any private underground utilities. This proposal and contract supersedes all other contracts pertaining to this project.

**Printed Name:**

**Title:**

**Signature:**

**Date:**

**Purchase Order #:**

**Visa/MasterCard #:**

**Exp. Date:**

**CWV Code:**

# K and K Fence Co., Inc.

www.kkfence.com

## Proposed Layout

Proposal Date:

July 7, 2021

Account Manager:

Ted Brown Jr.

Email:

tbrownjr@kandkfence.com

Cell:

317-339-8148

Direct:

317-759-5876

Office:

317-359-5425 ext 114

**Office Address:**  
6520 Brookville Road  
Indianapolis, IN 46219

**Remit Payment To:**  
PO Box 19833  
Indianapolis, IN 46219

**Customer Billing Address:**  
Customer: Greenfield City Power & Light  
Attention:  
Office: Cell:  
Email:  
Address: 333 S Franklin St.  
City: Greenfield  
State: IN Zip Code: 46140  
P.O. #:

**Job Site Information:** Job #:  
Job Name: Greenfield P & L - Storage Lot  
Contact: Brady Baker  
Office: Cell: 317-538-3853  
Email: bbaker@greenfieldin.org  
Address: 222 S Franklin St.  
City: Greenfield  
State: IN Zip Code: 46140  
County: Hancock Township: Center

Proposed Layout is Approximate and Not to Scale



**Acceptance of Proposed Layout:**

I have reviewed and I approve the layout of the fence and gate locations.

Printed Name:

Title:

Signature:

Date:



222 S. Franklin St.  
Vacant lot fence project

Company	Contact	Final Quotation
<b>Imperial Fence Co.</b> 100 Academy St. Greenwood, IN 46142 317-872-5522		\$ No Quote
<b>K and M Fence Company</b> PO Box 1121 Mooresville, IN 46158 317-840-6863		\$ No Quote
<b>K &amp; K FENCE INC</b> 6520 BROOKVILLE RD INDIANAPOLIS, IN 46219 317-359-5425	<b>Ted Brown Jr.</b> Main: 317-359-5425 Direct: 317-759-5876 <a href="mailto:tbrownjr@kandkfence.com">tbrownjr@kandkfence.com</a>	\$



**Line Crew Department Report June 2021**

**Table 1 Non-Scheduled Overtime vs. Scheduled Overtime**

Total Overtime Hours	Non-Scheduled Overtime	Scheduled Overtime	Non-Scheduled Overtime Percentage %
<b>152</b>	<b>67</b>	<b>85</b>	<b>44</b>

**Table 2 Causes for Non-Scheduled Overtime**

Equipment Failure	Weather Related	Fire Related Calls	Human/ Other
<b>28</b>	<b>6</b>	<b>0</b>	<b>33</b>

**Table 3 Scheduled Overtime**

Scheduled Overtime Hours	Overtime Explanation
<b>70</b>	<b>F.C. Tucker Building Move (June 24<sup>th</sup> – 25<sup>th</sup>)</b>
<b>15</b>	<b>Metering Change Outs w/ Meter Dept.</b>