

# **Board of Public Works and Safety Agenda**

**MEETING DATE**: Monday, August 5, 2024, at 11:30 AM **MEETING PLACE**: Madison City Hall- Council Chambers

- A. Calling of roll and notice of absentees.
- B. Approval of minutes
- C. Claims
- D. Adjustments
- E. New business
  - Change order No. 3 for Division A in Water Project.
  - Professional Services Agreement for Unified Development Ordinance (UDO)
  - Resolution 2024-36B: National Night Out, Vaughn Dr. from Central West, 8/6/24
  - Resolution 2024-37B: JC EMA parking on Vaughn Dr. @ Bicentennial Park, 10/4/24
  - Resolution 2024-38B: Riverfront Development Poker Run, Vaughn Dr. from Broadway-West, 10/5/24
  - Temporary parking restrictions, South side of 2<sup>nd</sup> between Mulberry & West Streets
  - PACE Extension: 407 W. 2<sup>nd</sup>,
  - PACE Finals: 614 W. Second Street, 1003 East Street, 414 Elm Street
  - Handicapped parking request, 715 W. Main Street
- F. Unfinished business
  - PACE Funding Request for 524 Jefferson St./Madison Christian Health
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: Monday, August 19, 2024
- J. Motion to adjourn.



# **Board of Public Works and Safety Minutes**

**MEETING DATE:** July 15, 2024, at 11:30 AM **MEETING PLACE:** City Hall- Council Chambers

The Board of Public Works and Safety, City of Madison, Indiana, met at 11:30 AM in the Council Chamber, City Hall.

Calling of roll and notice of absentees: Courtney, Eaglin, and Carlow were present (3-0).

**Approval of Minutes:** Carlow moved to approve the July 1, 2024, minutes, seconded by Eaglin. All in favor, motion carried (3-0).

**Claims:** Carlow moved to approve the claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

Adjustments: None.

#### **New business:**

**Volunteer Firefighter Update:** Fire Chief Kenny Washer informed the Mayor via email that the city's Deputy Chief, Jeremy Cornelius, has resigned from his position due to increased responsibilities at his full-time job. The Mayor, Chief Washer, and other command staff will work on appointing a new Deputy Chief.

**Water Utilities SRF 67 & 68:** SRF request No. 67 is for Commonwealth Engineers. There are three invoices dated 06/27/2024. Invoice 59984 is for \$21,761.07 for construction and post-construction. Invoice 59985 is \$89,914.05 for RPR Inspection. Invoice 59986 is for \$207.43 for American Iron and Steel Compliance fees—the total amount of the invoices is \$111,882.55. The total amount of disbursement No. 67 is \$111,883.00. SRF request No. 68 is for Dave O'Mara Contracting for work at the Water Treatment Plants. Dated 07/08/2024, the total amount of the invoice is \$93,732.50. The total retainage amount is \$4,686.63 (\$4,687.00 rounded). The Pay Application amount due is \$89,045.87. The total amount of SRF disbursement No. 68 is \$89,046.00. **Motion:** Eaglin made a motion to approve SRF 67 & 68, seconded by Carlow. All in favor, motion carried (3-0).

Resolution 2024-33B: DonutNV: Becky Pyles of DonutNV has requested the closure of four parking spaces in front of the James Dell clothing store at 108 West Main Street on certain dates through 2024. This is to allow their food truck to operate for food vending. The parking spaces will be closed from 10:00 p.m. to midnight on the following dates: Friday, July 19, 2024; Friday, September 27, 2024; Friday, October 25, 2024; and Thursday, November 7, 2024. After setting up, the tow vehicle will be detached, leaving two parking spaces open for public use. In addition, on the aforementioned dates, two more parking spaces directly in front of the store will be closed from 10:00 pm on Friday to 8:00 pm on the following Saturday. Motion: Eaglin made a motion to amend and approve the request to only include the dates of Friday, July 19, 2024, Friday, October 25, 2024, and Thursday, November 7, 2024, seconded by Carlow. All in favor, motion carried (3-0). The board is also requesting an update on the decibel reading of the generator and picking up any litter as a result of the food truck.

**Public Comment Regarding Resolution 2024-33B:** Justin Priest, 176 East Fountain Alley and co-owner of Betty Jeffries and James Dell, echoed the fact that having this food truck outside the shop is a great cross-promotional experience for the customers and the business.

**Resolution 2024-34B: Pakalana Poke:** Isa Center, representing Pakalana's Poke Wagon, has requested the closure of a two parking spaces directly in front of the Scarlet Begonia store at 118 East Main Street. This closure is requested to allow the food truck to park and operate for food vending on Saturday, July 20, 2024. The parking space will be closed from 10:00 am to 6:00 pm on Saturday, July 20, 2024, in order to accommodate Pakalana's Poke Wagon for setting up and operating the food vending. **Motion:** Courtney made a motion to approve Resolution 2024-34B, seconded by Eaglin. All in favor, motion carried (3-0).

**Public Comment Regarding Resolution 2024-34B:** Koko Heath, 118 East Main Street, and owner of Scarlett Begonia, wanted it on record that she did invite Pakalana's Poke Wagon for the event and would like to have the resolution approved.

**Resolution 2024-35B: HOS Coffee:** Sabrina Rider, HOS Coffee, has requested the closure of a two parking spaces directly in front of the Serendipity store at 205 East Main Street. This closure is requested to allow the food truck to park and operate for food vending on Saturday, July 20, 2024. The parking space will be closed from 10:00 am to 6:00 pm on Saturday, July 20, 2024, in order to accommodate HOS Coffee for setting up and operating the food vending. **Motion:** Courtney made a motion to approve Resolution 2024-35B, seconded by Eaglin. All in favor, motion carried (3-0).

**PACE Grant Amendments: 108 E. Third St., 1003 East St.:** Brian Marshall of 1003 East Street is requesting an amendment to remove the windows from his original scope of work. The PACE Committee voted to approve the amendment. This changes his grant amount from \$25,000.00 to \$24,250.00. Bill Barnes of 108 East Third Street received another quote for his scope of work regarding tuckpointing. His original contractor was no longer available, and his new quote is significantly higher than his original. The amendment would include removing a portion of tuckpointing. The removal will not change his grant amount. **Motion:** Eaglin moved to approve the PACE Grant Amendments, seconded by Carlow. All in favor, motion carried (3-0).

PACE Applications: 118 W. Fifth St., 604 Mulberry St., 811 E. Second St., 221 E. Second St., 301

Jefferson St., 820 W. Main St..: All of these applications are for dilapidated structures who are requesting \$25,000.00 in grant funds. 604 Mulberry Street scope of work includes electrical, floor joists, subfloors, rear addition work, tuckpointing, doors, windows, trim, and paint. 118 W. Fifth Street scope of work includes foundation, roofing, siding, framing, doors, and windows. 301 Jefferson Street scope of work includes electrical, window repair, framing, and storefront restoration. 221 E. Second Street is the companion building for 301 Jefferson Street with the same scope of work. 820 W. Main Street scope of work includes foundation work, doors, siding, and framing. 811 E. Second Street and 811.5 E. Second Street is a duplex, and the scope of work includes foundation work, framing, siding, windows, doors, front porch work, and paint. Motion: Courtney moved to approve the PACE Finals for 604 Mulberry, 118 W. Fifth, 301 Jefferson, 221 E. Second, and 820 W. Main, seconded by Eaglin. All in favor, motion carried (3-0). Motion: Courtney moved to approve the PACE Finals for 811 and 811.5 E. Second with the proviso that the outbuilding structure also be repaired by completion of the main structures, seconded by Eaglin. All in favor, motion carried (3-0).

**PACE Finals: 417 W. Second St., 815-817 W. Second St., 110 E. Main St.:** 417 W. Second Street completed their rehabilitation grant. Work included the porch columns and railings. They are requesting the final disbursement of \$7,500.00. 815-817 W. Second Street has completed their dilapidated structures grant. Work included foundation work, exterior wall repair and reconstruction, and installation of windows. They are requesting the final disbursement of \$12,500.00. 110 E. Main Street completed their rehabilitation grant. Work included scaffolding, heating, and cooling unit installation, removal of stucco wall, brick replacement, new flashing installation, and re-pointing ad crown work. They are requesting a

disbursement of \$9,659.37. Motion: Courtney moved to approve the PACE Finals, seconded by Carlow. All in favor, motion carried (3-0).

#### **Unfinished Business:**

PACE Funding Request for 524 Jefferson St./Madison Christian Health: Remains tabled.

Resolution 2024-31B: Soup Stew Chili and Brew.: Motion: Courtney moved to take Resolution 2024-31B off the table, seconded by Carlow. All in favor, motion carried (3-0). Motion: Eaglin moved to approve Resolution 2024-31B, seconded by Carlow. All in favor, motion carried (3-0).

Mayor's comments: There is still a number of road construction throughout the community, and it has been paused due to the Regatta and Fourth of July holiday. It will resume after. The TSO modernization is continuing to make good progress on the plans. Select my Cart process closes July 31, 2024. If a household does not sign up by July 31, 2024, they will automatically be provided a 65-gallon container. The delivery of new equipment will be arriving soon, and the containers will be disseminated by October. Mayor Courtney gave a brief explanation on sidewalk obstructions as it Is becoming more of a problem throughout the community.

Board member Carlow addressed Chief Scudder regarding an issue that has been occurring with people parking in front of the fire hydrant at Crystal Beach. Chief Scudder will have a conversation with patrol captains for extra monitoring. Scudder also let the board know that there will be a swearing in for a new MPD patrolman at the council meeting tomorrow night. Bryan Shaw of the Planning Department made a recommendation to the board that there be no signs at all on sidewalks when food trucks are there. ADA compliance is 40 feet.

Public comment: Bryan Shaw of the Planning Department made a recommendation to the board that there be no signs or displays at all on sidewalks when food trucks are there explaining it is especially difficult for the handicapped due to the obstructions. Isa Center asked the board a few questions regarding possible issues and sidewalk obstructions that may arise from food trucks. Koko Heath echoed Bryan's concerns regarding signage and displays on sidewalks.

<b>Next meeting:</b> Monday, August 5, 2024, at 11: <b>Adjourn:</b> Eaglin moved to adjourn, seconded by	
Attested:	
Shirley Rynearson, Clerk-Treasurer	Mayor Bob Courtney
Karl Eaglin	David Carlow

**David Carlow** 



July 22<sup>nd</sup>, 2024

City of Madison 101 W Main St Madison, IN 47250

RE:

City of Madison

Board of Public Works

Water Utility Improvements Project Proposed Change Order No. 3

Dear Board.

Enclosed, for consideration and approval, please find proposed Change Order No. 3 for Division A of the City of Madison's Water Utility Improvements Project.

The following items are included in this change order:

1)	Hilltop New Electrical Service Installation	\$ 5,171.00
2)	JPG Pump Base Installation	\$ 12,058.00

TOTAL \$ 17,229.00

# 1. Hilltop New Electrical Service Installation

During construction, the Contractor contacted the electrical service provider to transfer power to a temporary service in order to keep the hilltop booster station operational. It was discovered that the existing service could not be reused after the electrical work had been completed due to health and safety requirements. As a result, the temporary service needed to be upgraded to a permanent service that would provide power to the hilltop stations following completion of electrical work.

# 2. JPG Pump Base Installation

It was discovered during construction that the existing pump base for Well No. 7 was cracked. Following consultation with the City's pump maintenance vendor it was indicated that weld repairs would place further risk of the cast iron pump base. The City indicated that it requires four (4) well pumps to meet capacity requirements for emergencies. Therefore, replacement of the pump base was required in order to continue construction activities. Written approval of the associated work was provided in Work Change Directive No. 1 (see attached).

In addition, additional contractual time in the amount of 137 days is requested due to delivery delays associated with the new generator, automatic transfer switch, and angled check valves.

7256 Company Drive Indianapolis, IN 46237 Phone: (317) 888-1177 Toll Free: 1-800-289-1177 Fax: (317) 887-8641



Change Order No. 3 and supporting documentation on costs are enclosed with this letter. We find these costs to be justified and reasonable for the required work. Should you have any questions, comments, or concerns, regarding the above information please feel free to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.

Robert Bellucci, P.E. Project Manager



	Change Order No. A-3
Date of Issuance: July 22 <sup>nd</sup> , 2024	Effective Date: TBD
Owner: City of Madison	Owner's Contract No.: N/A
Contractor: Dave O' Mara	Contractor's Project No.:
Engineer: Commonwealth Engineers, In	
Project: Water Utility Improvements	
The Contract is modified as follows upon a	execution of this Change Order:
Description:	
Additive change order associated with pun	np base replacement and electrical service installation
Attachments:	
Electrical Service Correspondence, Electr	ical Service Quotation, Work Change Directive No. 1, Time Extension
Request Letter, FloSource Delay Correspon	dence, Generator and ATS Delay Correspondence.
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times: Working Days Calendar Day
	Substantial Completion 390 Days - 2/11/24
\$4,543,000.00	Ready for Final Payment: 30 Days - 3/12/24
	days or dates
Increase] [Decrease] from previously appr	roved [Increase] [Decrease] from previously approved Change
Change Orders No. 1 to No. 2:	Orders No. 1 to No. 2:
F1 (2000)	Substantial Completion: 95 Days - 5/16/24
19,320.69	Ready for Final Payment: 0 Days - 6/15/24
	days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
4,562,320.69	Substantial Completion 485 Days - 5/16/24
4,302,320.09	Ready for Final Payment: 30 Days - 6/15/24
Increase) [Decrease] of this Change Order:	days or dates
increase pecrease or this change order.	[Increase] {Decrease} of this Change Order: Substantial Completion: 137 Days - 9/30/24
17,229.00	Ready for Final Payment: 0 Days -10/30/24
27,522,00	days or dates
ontract Price incorporating this Change Or	
Actividad (Actividad Control C	Substantial Completion 622 Days - 9/30/24
4,579,549.69	Ready for Final Payment: 30 Days - 10/30/24
	days or dates
RECOMMENDED;	ACCEPTED: ACCEPTED:
y: 1 B B B y:	By: Island alle
Engineer (if required)	Owner (Authorized Signature) Contracto (Authorized Signature)
STREET, STREET	: Mayor 7-26-24 Title: Project Manager Chief Fug
ate: 3 25/24 Date	
pproved by Funding Agency (if applicable)	
y:	Date:
tle:	
	-

# DIVISION A - WORK CHANGE DIRECTIVE NO. 1

Owner's Project No.:

City of Madison

Owner:

Engineer:	Co	ommonwealth	Engineers, Inc.	Engineer's Project	No.: W19120			
Contractor:	Da	ave O' Mara C	ontractor Inc.	Contractor's Proje	ct No.:			
Project:		ater Utility Im						
Contract Name:	Di	vision "A" – V	later Treatment Impr	ovements				
Date Issued:	12	/18/2023	Effective Date of	Work Change Directive:	12/18/2023			
Contractor is dire	cted to	proceed pror	mptly with the followi	ng change(s):				
Description:								
The proposed	d chang	ge in contracti	ual work includes repl	acement of the JPG Well N	o. 7 pump base.			
Attachments:								
Dave O' Mara	Estima	ite.						
Purpose for the W	ork Ch	ange Directiv	e:					
maintenance surrounding w was determin cannot be con	vendor veld are ed to l npleted ed pro	, Layne Pump ea, and potent be the best of at the West mptly with th	Inc. was consulted a ially lead to mechanic ourse of action. With End Booster Station. he Work described he	sting pump base was cr nd indicated weld repairs of al failure. Full replacement out the JPG Well in opera rein, prior to agreeing to c	would weaken the of the pump based ition, construction			
Notes to User—Ch	11.5							
				sity to proceed for schedule	e or other reasons.			
				a-binding, preliminary):				
Contract Price:	\$ 12,	,058.00		[increase] [decrease] [not to exceed].				
Contract Time:	0	days		[increase] [decrease].				
Basis of estimated	change	e in Contract F	Price:					
□ Lump Sum □ U	nit Drie	n □ Cort of th	on Work T Other					
ear comp som to 0	incerio	e a cost of th	ie work in Other					

Recommended by Engineer	Authorized by Owner
By: ZBS	Box Cur
Title: PROJECT MANAGER	MANOR
Date: 12/13/23	12114/22

# Dave O'Mara Contractor, Inc. 2023

Job Number 3760 Date 10.24.23

Description/Scope of Work

Replace Well Head Local 181 Rates

Ticket 1 isum

OHI NO	Equipment (Operator Hot Included)				Labor	Straight Time		Overtin	ne 1.5	
-	Description	Hourly Rat	Hours Used	Total (s)		Rale	Hour	Rate	Hour	Total (\$)
	8 Backhoe JD 410E 1996			\$0.00	Operator	\$66.25		188.97		50.
421	8 Oirectional Boring Machine, 2012				Laborer	\$50.14		\$65,48		\$0.0
422	6 Compactor-815F Caterpillar - 2001			\$0.00	Carpenter	\$59.26		\$75.64		50.0
	Compacion Hamm 3410 - 2006			\$0.00	Electrician	\$72.43		\$93.80		50.0
	Asphalt Paver, Vegele Vision \$203-2 (2012)			\$0.00	Foreman	\$71.76	8	594.48	2	
	Compactor-Plate/Tang w/Exc.210 LX - 2007			\$0.00					Subtotal	\$763.0
416	2 Kenworth T-800 Vactor Hydroxxcavator - 2013	(i)		\$0.00	Materials & S	upplies	Quantity	Unit	Price	Total (5)
	Dozer-D4G XI. Caterpitar - 2003	1		\$0.00		- Indiana	-	tons		\$0.0
	Dozer-OSM XI, Caterpillar - 2002			\$0.00				h		50.0
4000	Dozer-D&N DS XL Caterpillar - 2007			\$0.00				each		50.0
300	Dozer-D7R Caterpillar - 2003			\$0.00				cys		\$0.0
4051	Docer-D8T Caterpliar - 2005	-		\$0.00				ls		\$0.0
	Excavalor-150 Komalsu or Eq - 2003			\$0.00				8		50.0
4176	Excevelor-PC228 Komatsu - 2018			50 00				each		\$0.0
4033	Excavator-PC300LC-7 Komatsu - 2003			\$0.00				each		\$0.0
	Excavator-PC308 Komatsu - 2005			\$0.00				each		\$0.0
4700	Excavator-330DL Calerpillar - 2008			\$0.00					Subtoter	\$0.0
4058	Excavalor-3360 L Caterpillar - 2010			-	Trucking Con	IDANY .	# af Trks	Hours		Total (\$)
	Excavator-400 Komatsu - 2003			\$0.00	macering con	den't	a di rina	110912	THE R. L.	\$0.0
4162	Excavator- PC600LC-7 Komateu - 2005			\$0.00						\$0,0
44.75	Excavator-Komateu PC35 - 2005			\$0.00						50.0
	Gradall-4200 - 2003			\$0.00						50.0
-	Greder-14DM Caterpillar - 1995			\$0.00						\$0.0
	Grader-670C John Deers - 1993			\$0.00					Subtotal	\$0.0
- 1	Hoe Ram & L8210 Excevator - 2009		00 Subcontractors (sees of work performed)							
	Hoe Ram & Backhoe - 1995			\$0.00	addcomp acc	our linears or around be	(consequence)		_	Total (5)
3021	Dobcat Skid Steer (S-7580) - 2016			\$0.00		Lay	00			\$ 10.324.00
3135	Leader Takeuchi TL150 - 2001			\$0.00		Cay	rise	_	_	\$ 10,324.00
4022	Loader-CAT 930H - 2011			\$0.00						_
	Roller-Hamm HD129VO 10T Vibe - 2012	-	_	\$0.00						
6107	Medium Roller (10 ton) IR DD90 - 1998			\$0.00					_	
	Small Roller Hypec C747B - 1996			\$0.00					_	_
	Excavator PC88 - 2009			\$0.00			_			
-	Wingen W150 - 2009	_		\$0.00				_	Subtotal	\$10,324.0
-	Tack Truck and Distributor - 1999			\$0.00			_	_	300004	\$10,324,00
-	Truck, Lube or Tool - 2006	_	-	\$0.00				- Circ	nd Total	611 141 A
-	Excavator-PC138 Kematsu - 2010		_	\$0.00			- 1			\$11,383.04
	law Knox Widener RW100A - 1985		_	\$0.00			- 1	160	4 Number	
	Resce Power Broom RB48 - 2007	_	_	\$0.00		Material and Equip	63	1.15	£255.00	****
	Cat ADT 730 - 2013	_	-			2000			\$296.00	\$340.40
$\overline{}$	Truck-Boom, Fork-SR, Luii - 1990	-	-	\$0.00		Labor		1.15	\$763.04	\$877.50
	Truck-Water 2009 gal - 2004	_		\$0.00		Subcontractor		1.05	\$10,324.00	\$10,840.20
	Chevy 3500 HD	#35 FC		\$0.00				1	Total	\$12,058.10
2145	Lowboy Tractor and Trailer - 1996	\$29.60	10	\$296,00		\$ 12,058.10 8				
			Sublotal	\$296.00		\$ 12,058.10 8	1000		Total	-
										\$12,058

Dave Grave Consideration

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Take

10/21/23

Printed

Title:

# QUOTATION



Layne Christensen Company 1301-15 E. Main Street Louisville, Kentucky 40206 Phone: 502/585-1241

Fax: 502/585-4169

Date	10/24/2023
Terms	Net 30 Days
F.O.B.	Job Site
Delivery	
Quotation Expires	30 Days

# COMPLETE MUNICIPAL & INDUSTRIAL WATER SYSTEMS

TO: Dave O'Mara Contractors Inc. 1100 E O and M Ave. North Vernon, IN 47265

Mr. Leon Pottschmidt

Reference: Madison JPG Well (#7) Discharge Head

Taxes: any sales, use or other tax, which may be imposed on this transaction is not included in the price quoted and shall be paid by the purchaser.

QUANTITY	DESCRIPTION	PRICE
	Layne is pleased to offer the following quote for the replacement of the discharge head on the JPG Well pump. Due to the typical difficulty in removing the top column pipe from discharge heads, a new piece of column pipe is included in the pricing.	
10 hr 1 1	Estimate two men, service truck, and crane @ \$348/hr to replace discharge head Floway 8 x 16.5 A head 8" x 5' steel column pipe	\$3,480.00 \$6,493.00 \$351.00
	Total:	\$10,324.0
ž.	Notes This quote is estimated using scale wages. No other pump, motor, or well repairs are included in this quote beyond the replacement of the discharge head.	
es and hereby aut	ersigned accepts the above proposal at the prices shown, subject to any necessary revision in the list of es horizes and instructs Contractor to proceed with the described work. Purchaser's pumps, motors, parts and d by Contractor for thirty (30) days from date of invoice or other written notice from Contractor. After thirty	s/or

disposal of equipment may be made by Co	ntractor without incurring any liability.		
Purchaser	Address		
Ву	Date		
ne standard ne		Dylan Clis	
		(Contractor)	

# Dave O'Mara Contractor, Inc. 2023 Description/Stope of Work Pay Duke Charge @ Hilliop

Pay Duke Charge @ Hilltop Local 181 Rates

Job Number 3760 Date 3.19.24

1 (sum

Ticket

1111 1 440	Equipment (Operator Not Included)		_		Labor	Straight Time	-	Overtin		
		Hourly Rate	Hours Used			Rate	Hour		Hour	Total (\$)
	Backhoe JD 410E 1996				Operator	\$66.25	200	\$88.97	1000	\$0.
	Directional Boring Machine, 2012	9	100	\$0.00	Laborer	\$50,14		\$65.48		\$0.
4226	Compactor-815F Caterpillar - 2001			\$0.00	Corpenter	\$59.26		\$75.64	-	\$0.
	Compactor-Hamm 3410 - 2006			\$0.00	Electrician	572.43	2 -	\$93.80		50.
	Asphalt Paver, Vogele Vision 5203-2 (2012)		100	\$0,00	Foreman	\$71.76		\$94.48		\$0.
	Compactor-Plate/Tamp williac 210 LX - 2007			\$0.00					Subtolal	\$0.
4162	Kenworth T-800 Vactor Hydroexcavator - 2013	100		\$0.00	Materials & 5	Supplies	Quantity	Unit	Price	Total (\$)
	Dozen-D4G XL Caterpillar - 2003	У.,		\$0.00				tons		50
	Dozer-OSM XI, Caterpliar - 2002			\$0.00				ls .		\$0.
4006	Dezer-DSN DS XI, Caterplilar - 2007	ķ. —.	100	\$0.00				each	7.7	50
- 10.00	Dozer-D7R Caterpillar - 2003		0.00	\$0.00				cys		50
4051	Dezer-DST Caterpitar - 2005			\$0.00				is		50.
	Excavator-150 Komatsu or Eq - 2003		7	\$0.00				in.		\$0.
4179	Excavator-PC228 Kemalsu - 2018			\$0.00				each		\$0.
	Excavator-PC300LC-7 Kematsu - 2003			\$0.00				each		\$0.0
	Excavator-PC308 Kematsu - 2006			\$0.00			_	each		\$0.
4700	Excavator-3300L Caterpillar - 2008			\$0.00			_	reach:	Subtotal	\$0.
	Excavator-3360 L Caterpillar - 2010				Yanakina As		H of Water	Literan		
4000	Excavator-3365 C Caterpool - 2010		-		Trucking Co.	mpany	# of Triks	Hours	Hate	Total (5)
4100				80.00					-	\$0.
4192	Excavator-PC600LC-7 Komatsu - 2005			\$0,00			_			\$0.
_	Excavator-Komatsu PC35 - 2008			\$0.00						50
_	Gradat-4200 - 2003			\$0.00						\$0.
_	Grader-140M Caterpillar - 1995			\$0.00						\$0.
_	Grader-670C John Deere - 1993			\$0.00					Subtotal	\$0.
-		foe Ram & LB210 Excavator - 2009				fors (items of work pe	rformed)			Total (\$)
	Hoe Ram & Backhoe - 1996			\$0.00						
3021	Bobcat Skid Steer (5-7580) - 2016	0.000		\$0.00		Duke (	>harge			\$ 4,925.0
3135	Loader Takeuchi TL150 + 2001			\$0.00			3.4.12.6			
4022	Loader-GAT 930H - 2011			\$0.00						
120	Roller-Hamm HD125VO 16T Vibe - 2012			\$0.00						
8107	Medium Roller (10 ton) IR DOSD - 1998			\$0.00	8					
	Small Roller Hypac C7478 - 1996	-		\$0.00						
	Excavator PC88 - 2009			\$0.00						
	Wirtgen W150 - 2009			\$0.00					Subtotal	\$4,925.0
	Tack Truck and Distributor - 1999			\$0.00						4.174.64.4
- 1	Truck, Lube or Tool - 2006			\$0.00				Go	and Total	\$4,925.0
$\overline{}$	Excavator-PC138 Komatsu - 2010			\$0.00			- 27		M Number	54,525.5
$\overline{}$	Blaw Knox Widener RW100A - 1965	-	_	\$0.00			- 2	191	a reunicer	
-	Rosco Power Broom RB48 - 2007	-	_	\$0.00		Material and Equi		1.15	\$0.00	\$0.0
CONTRACTOR OF THE PERSON NAMED IN	Cat ADT 730 - 2013	_	-	\$0.00		Labor				0.3193
_	Truck-Boom, Fork-lift, Luli - 1990		_	- Contraction of			1.15	\$0.00	\$0.0	
$\overline{}$		-	_	\$0,00		Subcontractor		1.05	\$4,925.03	\$5,171.2
-	Truck-Water 3000 gal - 2004	400.00	-	\$0.00				38	Total	\$5,171.2
3.3.3560	Chevy 3500 HD	\$29.60	0	\$0.00		\$ 5,171.28				
	Lowboy Tractor and Trailer - 1996			\$0.00						

Owner's Authorized Representative

From:

Fritz, Clay <Clay.Fritz@duke-energy.com>

Sent:

Thursday, March 14, 2024 9:55 AM

To:

Brian Jackson; Leon Pottschmidt

Cc:

Lichlyter, Joshua

Subject:

Duke Energy - Madison Hilltop

Attachments:

Duke Letter 3.13 Madison Hilltop.pdf

Good morning Leon and Brian,

I hope this email finds you well, and thank you for reaching out to our team. I wanted to take a moment to address some things mentioned in the letter. First, I apologize that there was a delay at the onset of this work, but the information provided to us from the initial call in was for single phase work. When the service man showed up, he realized quickly that this was not the case, and three phase service work takes more than one person to complete safely. It's unfortunate that this happened, but the details provided to operations were incorrect. We then scheduled to complete the temporary three phase service work as quickly as possible with a full crew. The invoice we sent is not for the temporary work completed in February. The invoice is for the cost of the cable installation and labor associated with the permanent service that has yet to be completed.

Regarding the breakdown of charges, we strive to maintain transparency and clarity in all aspects of our services. I regret to inform you that it is not company policy to provide a breakdown of charges on our invoices. As mentioned above, the invoice is for the permanent service work that is yet to be completed. Please be assured that our invoicing system is designed to accurately reflect the services rendered and associated costs. Additionally, we require that payment is received prior to the scheduling of any work. This policy ensures that we can efficiently allocate resources and deliver timely service to customers. Let us know when payment will be made so we can get this on our schedule as quickly as possible.

If you have any further questions, please feel free to reach out.

Regards,

Clay Fritz | Account Executive | Large Account Management

1625 E Tipton St. | Seymour, IN 47274

Mobile: (812) 521-2460 | clay.fritz@duke-energy.com





# INVOICE

Involce: Invoice Date:

P5189080101

Page:

2/14/2024 1 of 1

Email sent to customer on 02/14/2024

Bill to: LEON POTTSCHMIDT 1715 TAYLOR ST MADISON IN 47250

Customer ID: PO / Contract No: Payment Terms:

000303463

Due Date:

Net 30 3/15/2024

Amount Due:

\$4,925.03

Invoice for work or services performed at: 1715 TAYLOR ST

MADISON IN

For questions about your invoice, please contact Lichlyter, Joshua at 812/292-4256

Line	Date of Charge	Description		Net Amount
1	02/13/2024	Customer contribution		\$4,925.03
			Amount Due:	\$4,925.03

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

 Please detach and return with your payment. Please indicate invoice number on check. Payment Coupon

Please make check payable to:

ACH Instructions:

Invoice Number:

P5189080101

Duke Energy PO Box 602566 Charlotte NC 28260-2566

Wells Fargo - Indiana 121000248 Duke Energy 002000057639545

Corporation Code: Please Pay By: Customer ID: Total Amount Due:

75115 3/15/2024 000303463 \$4,925.03

Fed Tax ID # 35-0594457

LEON POTTSCHMIDT 1715 TAYLOR ST MADISON IN 47250

Amount Enclosed



#### **600V UNDERGROUND ALUMINUM CABLE**

600V UNDERGROUND ALUMINUM CABLES ARE COMPRISED OF TWO LAYERS, THE CONDUCTOR AND INSULATION. DUKE ENERGY RECEIVES THESE CABLES IN SINGLE CABLE FORM AS WELL AS DUPLEX, TRIPLEX, QUADRUPLEX AND CABLE IN CONDUIT FOR CERTAIN WIRE SIZES. FOR MOST TRIPLEX AND QUADRUPLEX CABLES, THE NEUTRAL WIRE IS SIZED DIFFERENTLY THAN THE LOAD WIRES, AS THE NEUTRAL'S RESPONSIBILITY IS TO CARRY ONLY THE IMBALANCE AMONG THE PHASE WIRES RATHER THAN THE FULL LOAD CURRENT. IMAGES OF THE VARIOUS TYPES OF 600V CONDUCTORS ARE SHOWN BELOW.



#### CONDUCTOR

THE ALUMINUM CONDUCTOR USED IN DUKE ENERGY'S 600V CABLE IS A STRANDED, RATHER THAN SOLID, CONDUCTOR. THE STRANDING OF CONDUCTORS IS THE FORMATION OF SOLID INDIVIDUAL WIRE STRANDS INTO A COMPOSITE CONSTRUCTION TO ACHIEVE A SPECIFIED CROSS-SECTIONAL AREA. THE NUMBER OF STRANDS IS USUALLY BASED ON A GEOMETRIC PROGRESSION OF SINGLE STRAND LAYERS (1, 6, 12, 18 ETC). FOR EXAMPLE, A 19-STRAND CONDUCTOR WOULD BE COMPOSED OF 3 LAYERS WITH 1, 6, AND 12 STRANDS IN EACH RESPECTIVE LAYER.

THE NUMBER OF STRANDS IN CONDUCTORS OF THE SAME SIZE CAN DIFFER, HOWEVER, DUE TO A MANUFACTURING TECHNIQUE CALLED SINGLE INPUT WIRE (SIW). THE INDIVIDUAL STRANDS WITHIN A SIW CABLE ALL HAVE THE SAME SIZE BUT CAN VARY IN SHAPE (THEY CAN BE TRAPEZOIDAL, PIE SHAPED, OR HEMISPHERES VERSUS ROUND, FOR EXAMPLE). THE NET RESULT OF THIS TECHNIQUE IS THAT USUALLY FEWER WIRES ARE NEEDED TO ACHIEVE THE SAME CROSS SECTIONAL AREA THAT IS REQUIRED.

SECONDARY ALUMINUM CONDUCTORS DO NOT HAVE THE SAME STRAND FILL COMPOUND USED IN PRIMARY CABLES.

#### INSULATION

THE BASIC INSULATION USED FOR THESE CABLES IS CROSS-LINKED POLYETHYLENE (XLPE), WITH THE EXCEPTION OF THE TRIPLEX CABLES IN CONDUIT, ALL ALUMINUM SECONDARY CONDUCTORS USE AN ABUSE RESISTANT INSULATION THAT IS ACTUALLY COMPOSED OF TWO LAYERS. THE INNER LAYER IS A LOW DENSITY CROSSLINKED POLYETHYLENE AND THE OUTER LAYER MATERIAL IS A HIGH DENSITY CROSSLINKED POLYETHYLENE.

SOME CABLES AS IDENTIFIED ON DWG 23.02-103 HAVE A SELF-HEALING CAPABILITY. BETWEEN THE INNER AND OUTER LAYERS OF CROSSLINKED POLYETHYLENE ARE A MINIMUM OF 6 CHANNELS CONTAINING A VISCO-ELASTIC SEALANT. THIS SEALANT, IN THE EVENT OF A NICK OR SMALL BREAK IN THE INSULATION, WILL OOZE TO THE SURFACE AND ESSENTIALLY REPAIR, OR SELF-HEAL, ITSELF. THE CHANNELS AND CONSTRUCTION OF THIS CABLE CAN BE SEEN IN THE FIGURE BELOW.





CHANNEL CONTAINING VISCO-ELASTIC SEALANT

						4	DI	JKE NERG	Y.
3				$\Box$		DEC	DEM	DEP	DEF
1				Н	600V UG ALUMINUM CABLE DESIGN	х	×	х	×
0	12/71/11	teest	runces	A0000X		23.02-10			1
RE	VISED	BY	CKD	APPR.		4	3.02	2-10	1

		DUPLEX AL 600V SECONDARY CABLE
COMPATIBLE UNIT	ITEM NUMBER	DESCRIPTION
CABLE-SEC-6-AL-DX-M	50124380	WIRE/CABLE, ELECTRICAL, POWER, 2 COND, 6 AWG, AL, 7 STR, 600V @ 90 DEG C XLPE INSUL, XLPE COV
		TRIPLEX AL 600V SECONDARY CABLE IN CONDUIT
COMPATIBLE UNIT	ITEM NUMBER	DESCRIPTION
CABLE-SEC-6-AL-TX-CIC-M	101555	WERE/CABLE, ELECTRICAL, POWER, 3 COND, 6 AWG, AL, 7 STR, 600V @ 90 DEG C, XLPE INSUL, YEL STR.
CABLE-SEC-4-AL-TX-CIC-M	101556	WIRE/CABLE, ELECTRICAL, POWER, 3 COND, 4 AWG, AL, 7 STR, 600V @ 90 DEG C, XLPE INSUL, PVC COV
		TRIPLEX AL 600V SECONDARY CABLE
COMPATIBLE UNIT	ITEM NUMBER	DESCRIPTION
CABLE-SEC-6-AL-TX-M	50124381	WIRE/CABLE, ELECTRICAL, 3 COND, 6 AWG, AL, 7 STR, 600V @ 90 DEG C, XLPE INSUL, XLPE IXT/SR SEA
CABLE-SEC-2-AL-TX-M	4158154	WIRE/CABLE, ELECTRICAL, UG, TRIPLEX COND, 2 AWG, AL COND, 600V, RUGGEDIZED IMSUL
CABLE-SEC-2/0-AL-TX-M	1507987	WIRE/CABLE, ELECTRICAL, UG SECONDARY, 3 COND, (1) 2 AWG, (2) 2/0 AWG, AL, 600V @ 90 DEG C
CABLE-SEC-4/0-AL-TX-M	50124289	WIRE/CABLE, ELECTRICAL, 3 COND, (1)1/0 AWG, (2)4/0 AWG, AL, 19 STR 600V @ 90 DEG C, XLPE INSU
CABLE-SEC-350-AL-TX-M	46172	WIRE/CABLE, ELECTRICAL, DIRECT BURIAL, 3 COND, 350 MCM, 4/0 AWG, AL, 600V, DESIGNED, MFR
CABLE-SEC-500-AL-TX-M	101597	WIRE/CABLE, ELECTRICAL, RIDER, 3 COND, (1) 350 AWG, (2) S00 MCM, AL, 37 STR, 600V @ 90 DEG C
		QUADRUPLEX AL 600V SECONDARY CABLE
COMPATIBLE UNIT	DESCRIPTION	
CABLE-SEC-4/0-AL-QX-M	50124386	WIRE/CABLE, ELECTRICAL, 4 COND, (1) 1/0 AWG, (3) 4/0 AWG, AL, 19 STR, 600V @ 90 DEG C, XLPE INS
CABLE-SEC-350-AL-QX-M	427683	WIRE/CABLE, ELECTRICAL, DIRECT BURIAL, 4 COND, 350 MCM, 4/0 AWG, AL, 600V, XLPE INSUL, D5GND
CABLE-SEC-500-AL-QX-M	101611	WIRE/CABLE, ELECTRICAL, WOFFORD, 4 COND, (1) 350 AWG, (3) 500 MCM, AL, 37 STR 600V @ 90 DEG (

# NOTES:

- THE SECONDARY CABLE CU'S SHALL BE ESTIMATED WHEN <u>NEITHER</u> END OF THE CABLE RUN ENDS AT A METER BASE, MAIN DISCONNECT, OR LIGHT POLE.
- THE SECONDARY CABLE CU'S SHOULD ONLY BE USED TO ESTIMATE CABLE RUNS BETWEEN STRUCTURES (EX: POLE TO PEDESTAL, TRANSFORMER TO PEDESTAL).
- ALL 600V AL SECONDARY CABLE CU'S SHALL BE ESTIMATED PER FOOT PER RUN OF CABLE FROM STRUCTURE TO STRUCTURE.
- THE CABLE TAIL CU'S ON DWG. 23.02-102B SHOULD BE USED IN CONJUNCTION WITH THE SECONDARY CABLE CU WHEN ESTIMATING CABLE IN A RISER OR INTO UNDERGROUND EQUIPMENT.
- FOR 600V AL CABLE RUNS THAT END AT A METER BASE OR MAIN DISCONNECT USE THE SERVICE CABLE CU'S ON DWG. 23.02-102C.
- 6. FOR 600V AL CABLE RUNS THAT END AT A LIGHT POLE, USE THE LIGHTING CABLE CU'S ON DWG. 23.02-102D.
- 7. APPROPRIATE CABLE LABOR CU SHALL BE ESTIMATED SEPARATELY.

900		,	20	•		EN	DUKE ENERGY.	
3	1	=	$\vdash$		DEC	DEM	DEP	DEF
1	+	+	$\vdash$	600V AL SECONDARY CABLES		х		П
0 vau	D BY	CHK'D	APPR.		23.02-102A			2A

# Dave O'Mara Contractor, Inc.

1100 E. O & M Avenue - P.O. Box 1139 North Vernon, IN 47265

Phone: (812) 346-4135 Fax: (812) 352-1235 Fax Bid Information to: (812) 346-6305

4.10.24

Commonwealth Engineers 7256 Company Drive Indianapolis IN

Attn; Rielly Duffy

RE - Contract Time Extension Madison Water Div A

Dear Mr. Duffy,

Dave Omara Contracting respectfully requests a 90 day time extension be granted for the Madison Div A project. Below is list of proposed Change Order items previously sent in regards to changes in the work.

- 1 . Duke Delay @ Hilltop
- 2 . Valve Delivery Delay ( See Attached Flo Source
- 3. JPG Well Head install Delay Material
- 4 . New RFI 35 Remove west End # 2 MCC
- ATS Switch Delay 9 4.10.24 new delivery date to be provided.

Item #1 - Duke Sent wrong crew to kill power on 3.08.24

Items #2 – We are still waiting for Delivery of 2- 8" Angle Check valves that were scheduled for February, We have the other Singer Control valves.

Item #3 – Well pump head replacement Material did not arrive until around 3.01.24 work complete 3.15.24

Item #4 - We have received RFI to remove Existing MCC @ west End #2 at No cost

Item#5 - We still have not received west end or hilltop ATS switch. In December were told we would have them by end of January . As of 4.10.24 waiting on new delivery date.

Please feel free to call (812)592-5914 with any questions.

Sincerely,

Leon Pottschmidt

Email Alio

From:

Eric Sessions <esessions@flosource.com> Thursday, November 16, 2023 8:23 AM

Sent: To:

Leon Pottschmidt Austin Musial

Cc: Subject:

RE: Madison Singer Valves

Leon,

(5 Values)

Expected ship date for the balance of control valves is 2/13/24.

Eric Sessions

Sales

Phone: 800-752-5959 x 1013 Email: esessions@flosource.com Since we have Received 3 of 5 Values





Website - Line Card



NOTICE: The information contained in this e-mail, and attachment(s) thereto, is confidential and intended for the named recipient(s) only. It may contain professional privileged communications. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this email in error, please notify the sender immediately, delete it from your system and destroy any copies. Any confidentiality or privilege is not waived or lost because this email has been sent to you by mistake. We accept no liability for any loss or damage caused by this email or its attachments due to viruses, interference, interception, corruption or unauthorized access. Any views or opinions presented in this email or its attachments are solely those of the author and do not necessarily represent those of the company. Thank you.

From: Leon Pottschmidt <leonp@daveomara.com> Sent: Wednesday, November 08, 2023 10:24 AM To: Eric Sessions <esessions@flosource.com> Cc: Austin Musial <amusial@flosource.com>

Subject: Madison Singer Valves

Eric.

Can you get me a delivery schedule for the Balance of Singer Valves?

I could use the 6" PRV @ Hilltop Booster #2 ASAP. I am starting work on it next week

Other valves I would like by January 2024?

From:

Gabe Lowman <glowman@majesticelectric.k

Sent:

Friday, December 8, 2023 10:08 AM

To:

Leon Pottschmidt

Cc:

Casey Byram

Subject:

RE: Generator Lead Time

Yes all together.

Thanks,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Leon Pottschmidt <leonp@daveomara.com>

Sent: Friday, December 08, 2023 10:06 AM

To: Gabe Lowman <glowman@majesticelectric.com> Cc: Casey Byram <cbyram@majesticelectric.com>

Subject: RE: Generator Lead Time

Is the West ATS also coming from Overseas?

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Friday, December 8, 2023 9:47 AM

To: Leon Pottschmidt < leonp@daveomara.com>
Cc: Casey Byram < cbyram@majesticelectric.com>

Subject: FW: Generator Lead Time

Leon,

Checking in on the ATS and Generator for the Madison Division A Project. Manufacturer is still saying February, but not through Customs yet, so no tracking. Any word I get I will share.

Thank you,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Gabe Lowman

Sent: Tuesday, October 03, 2023 4:34 PM
To: Leon Pottschmidt < leonp@daveomara.com>

Subject: RE: Generator Lead Time

Enail 1/1

From:

Hank Byram <hbyram@majesticelectric.com>

Sent:

Monday, April 15, 2024 8:57 PM

To:

Leon Pottschmidt; Nick Thompson; Jason Earl

Subject:

Fwd: Madison WWTP Hilltop Booster Station and West End

# Get Outlook for iOS

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Monday, April 15, 2024 4:16 PM

To: Keith Alexander <KAlexander@cmbuck.com>; Roll, Cody <CodyRoll@BoydCat.com>; Tuck, Jenny

<JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>; Hank Byram

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Keith,

Thank you for the update. What is the weight of each of these.

Thanks again.

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Keith Alexander < KAlexander@cmbuck.com>

Sent: Monday, April 15, 2024 3:06 PM

To: Gabe Lowman <glowman@majesticelectric.com>; Roll, Cody <CodyRoll@BoydCat.com>; Tuck, Jenny

<JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>; Hank Byram

<hbyram@majesticelectric.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Per ASCO on the West End ATS:

This has been rescheduled to complete on 4/30/24 due to the ETA of the enclosure which is on 4/24. Production team will try to complete this ASAP once they receive the part.

Regards,

Leon,

Leaving Brazil in next couple of days. Should be across and through customs in a couple of months.

Will keep posted once is borders and is assigned tracking. February Estimate from Manufacturer.

Thanks,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Leon Pottschmidt < leonp@daveomara.com>

Sent: Monday, October 02, 2023 3:29 PM

To: Gabe Lowman <glowman@majesticelectric.com>

Cc: Casey Byram <cbyram@majesticelectric.com>; Hank Byram <hbyram@majesticelectric.com>

Subject: Generator Lead Time

Gabe,

Do you have any e mails from Manufacturer stating lead time for Generator?

Leon

# Keith Alexander, BSEET | Applications Engineer | CM Buck & Associates Office 502-403-2850 | Cell 502-715-2188 |

From: Keith Alexander

Sent: Monday, April 15, 2024 2:52 PM

To: 'Gabe Lowman' <glowman@majesticelectric.com'>; 'Roll, Cody' <CodyRoll@BoydCat.com'>; 'Tuck, Jenny'

<JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>; 'Hank Byram'

<a href="majesticelectric.com">hbyram@majesticelectric.com</a>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Gentlemen.

The Hilltop Booster Station ATS is already staged in QC and should complete later this week or early next week per ASCO. They did not update me on the West End ATS so I asked them to update as soon as possible.

Regards,

Keith Alexander, BSEET | Applications Engineer | CM Buck & Associates Office 502-403-2850 | Cell 502-715-2188 |

From: Keith Alexander

Sent: Wednesday, April 10, 2024 1:36 PM

To: 'Gabe Lowman' <glowman@majesticelectric.com>; Roll, Cody <CodyRoll@BoydCat.com>; Tuck, Jenny <JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>; Hank Byram

<hbyram@majesticelectric.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

No updates as of now. I will have an update this coming Monday.

Regards,

# Keith Alexander, BSEET | Applications Engineer | CM Buck & Associates Office 502-403-2850 | Cell 502-715-2188 |

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Wednesday, April 10, 2024 1:03 PM

To: Keith Alexander < KAlexander@cmbuck.com>; Roll, Cody < CodyRoll@BoydCat.com>; Tuck, Jenny

<JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>; Hank Byram

<hbyram@majesticelectric.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Keith.

It's April 10th. Any update on this matter?

Thank you for your help.

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Keith Alexander < KAlexander@cmbuck.com>

Sent: Wednesday, April 03, 2024 10:38 AM

To: Gabe Lowman <glowman@majesticelectric.com>; Roll, Cody <CodyRoll@BoydCat.com>; Tuck, Jenny

<JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Good morning everyone,

I spoke with Hank yesterday regarding this order and wanted to give everyone an update. The factory informed us the production team is a bit behind and this unit will most likely be 7 to 10 days delayed. ASCO is reaching out again to help expedite.

This is good news, but we are not out of the woods yet.

ASCO may lapse past this 7 to 10 day prediction but based on the information, the switches for both jobs are very near completion. ASCO is needing a little more time to complete with the huge backlog the factory has. I will follow up on Wednesday the 10<sup>th</sup> to check on the status of the order. Let us know if you have any questions.

Regards,

Keith Alexander, BSEET | Applications Engineer | CM Buck & Associates Office 502-403-2850 | Cell 502-715-2188 |

From: Keith Alexander

Sent: Monday, April 1, 2024 4:08 PM

To: Gabe Lowman <glowman@majesticelectric.com>; Roll, Cody <CodyRoll@BoydCat.com>; Tuck, Jenny

<JennyTuck@BoydCat.com>

Cc: Marnie Robello <mrobello@cmbuck.com>; Tony Gonzalez <tgonzalez@cmbuck.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

My apologies, I spoke too soon. I just received a follow up email from engineering. Upon checking, both units are not on track to complete this Friday due to the delay in enclosures. I have already reached out to the planner for updated ESDs and will follow up asap.

I will have a new ESD in a few days and will keep everyone posted.

Regards,

# Keith Alexander, BSEET | Applications Engineer | CM Buck & Associates | ASCO H5 Office 502-403-2850 | Cell 502-715-2188 |

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Monday, April 1, 2024 3:30 PM

To: Keith Alexander < KAlexander@cmbuck.com>

Cc: Phillip Kegerreis < PKegerreis@cmbuck.com >; Marnie Robello < mrobello@cmbuck.com >; Tony Gonzalez

<tgonzalez@cmbuck.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Thank you all, we appreciate it.

Thanks,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Keith Alexander < KAlexander@cmbuck.com>

Sent: Monday, April 01, 2024 3:29 PM

To: Gabe Lowman <glowman@majesticelectric.com>

Cc: Phillip Kegerreis < PKegerreis@cmbuck.com>; Marnie Robello < mrobello@cmbuck.com>; Tony Gonzalez

<tgonzalez@cmbuck.com>

Subject: RE: Madison WWTP Hilltop Booster Station and West End

Good afternoon Gabe.

I responded to Cody @ Cat this morning but I think he's out for part of the day.

I informed him that your switch is estimated to ship on 4/5/24. The switch is currently on the floor being manufactured which is a good sign.

I've got an email into ASCO and will update you to see if they are on track for the end of the week.

Regards,

Keith Alexander, BSEET | Applications Engineer | CM Buck & Associates Office 502-403-2850 | Cell 502-715-2188 |

From: Phillip Kegerreis < PKegerreis@cmbuck.com>

Sent: Monday, April 1, 2024 2:35 PM

To: Marnie Robello <mrobello@cmbuck.com>; Keith Alexander <KAlexander@cmbuck.com>

Cc: glowman@majesticelectric.com

Subject: FW: Madison WWTP Hilltop Booster Station and West End

Keith and Marnie.

Can you please take a look at this one for Gabe?

Gabe, Keith is the project manager for this one brother.

Thanks,

Phillip Kegerreis, BSEET | Division Manager | Field Sales Engineer
ASCO Power Technologies | Schneider Electric | APC | Starline | Power Temp Systems
Cell 317-760-5034



From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Monday, April 1, 2024 11:25 AM

To: Phillip Kegerreis < PKegerreis@cmbuck.com>

Subject: FW: Madison WWTP Hilltop Booster Station and West End

Phillip,

Please see below as this did not make it to Desmond.

Thank you,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Gabe Lowman

Sent: Monday, April 01, 2024 11:23 AM

To: Desmond McSwine < DMcSwine@cmbuck.com>

Subject: Madison WWTP Hilltop Booster Station and West End

Desmond,

Let me start by saying this is not your problem.

We have 2 ASCO transfer switches coming through Boyd CAT by CM Buck.

Was told the ASCO CAT# ATS of G7ADUSA31200N5XP was to be in the 1st of March. Since then we have been given a delivery date of Middle of April?

We haven't had a very good response from the CAT Dealer on if could be expedited, or when for sure we are going to see the ATS's on this project. We have a booster station shut down waiting on this and it is quickly becoming an issue.

Any help you could give us, if you can, would be greatly appreciated.

Anyone else if not you that I could contact within your company please let me know that as well.

Thank you,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From:

Gabe Lowman < glowman@majesticelectric.com>

Sent:

Friday, December 8, 2023 10:08 AM

To: Cc: Leon Pottschmidt

Subject:

Casey Byram RE: Generator Lead Time

Yes all together.

Thanks,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Leon Pottschmidt <leonp@daveomara.com>

Sent: Friday, December 08, 2023 10:06 AM

To: Gabe Lowman <glowman@majesticelectric.com> Cc: Casey Byram <cbyram@majesticelectric.com>

Subject: RE: Generator Lead Time

Is the West ATS also coming from Overseas?

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Friday, December 8, 2023 9:47 AM

To: Leon Pottschmidt < leonp@daveomara.com > Cc: Casey Byram < cbyram@majesticelectric.com >

Subject: FW: Generator Lead Time

Leon,

Checking in on the ATS and Generator for the Madison Division A Project. Manufacturer is still saying February, but not through Customs yet, so no tracking. Any word I get I will share.

Thank you,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Gabe Lowman

Sent: Tuesday, October 03, 2023 4:34 PM
To: Leon Pottschmidt < leonp@daveomara.com>

Subject: RE: Generator Lead Time

Leon,

Leaving Brazil in next couple of days. Should be across and through customs in a couple of months.

Will keep posted once is borders and is assigned tracking. February Estimate from Manufacturer.

Thanks,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Leon Pottschmidt < leonp@daveomara.com>

Sent: Monday, October 02, 2023 3:29 PM

To: Gabe Lowman <glowman@majesticelectric.com>

Cc: Casey Byram < cbyram@majesticelectric.com >; Hank Byram < hbyram@majesticelectric.com >

Subject: Generator Lead Time

Gabe,

Do you have any e mails from Manufacturer stating lead time for Generator?

Leon

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Friday, February 9, 2024 12:44 PM

To: Leon Pottschmidt
Cc: Casey Byram

Subject: FW: Madison Division A Project

Leon,

Please see the email Thread below on the damaged Generator for Madison Div. A

I have asked her for pictures and update of schedule Monday, Thursday, and Today, so should hear something soon, and will pass that info on to you.

Thank you,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Tuck, Jenny < JennyTuck@BoydCat.com> Sent: Thursday, February 08, 2024 1:33 PM

To: Gabe Lowman <glowman@majesticelectric.com>; Roll, Cody <CodyRoll@BoydCat.com> Cc: Hank Byram <hbyram@majesticelectric.com>; Casey Byram <cbyram@majesticelectric.com>

Subject: RE: Madison Division A Project

I will submit it again. Are you ready for delivery?

#### Jenny Tuck

#### PROJECT MANAGER

BOYD CONTRAIN

1900 Niggle Fox VAry I Lerwigton, RY 405111145

W: (507) 774-4641 | EXT: 76314 |

# NEW NAME. SAME OWNER. SAME GREAT TEAM.

WHAYNE SUPPLY & WALKER MACHINERY ARE NOW BOYD CAT.

From: Gabe Lowman <glowman@majesticelectric.com>

Sent: Thursday, February 8, 2024 12:42 PM

To: Tuck, Jenny < JennyTuck@BoydCat.com>; Roll, Cody < CodyRoll@BoydCat.com>

Cc: Hank Byram <hbyram@majesticelectric.com>; Casey Byram <cbyram@majesticelectric.com>

Subject: FW: Madison Division A Project

Jenny,

Any update on below. Will definitely need damaged and fixed pictures and when we can expect it to be delivered.

Thank you,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Gabe Lowman

Sent: Monday, February 05, 2024 2:22 PM

To: Tuck, Jenny < JennyTuck@BoydCat.com >; Roll, Cody < CodyRoll@BoydCat.com >

Cc: Casey Byram <cbyram@majesticelectric.com>; Hank Byram <hbyram@majesticelectric.com>

Subject: RE: Madison Division A Project

Jenny,

A few things:

What is going on with the damaged generator? (Time Frame of fixing and delivery)

Type of Damage to the Generator itself? (Road Rash or a lot more extensive)

Wanting to get pictures of the damage, as we are going to be warrantying the Generator. (Hate to have a damaged New piece of equipment and not have all the facts related to the damage)

Let us know as soon as possible regarding these items.

Thanks,

Gabe Lowman

Majestic Electric Phone: 812 346-2110 Fax: 812 346-4510

From: Tuck, Jenny < JennyTuck@BoydCat.com > Sent: Thursday, February 01, 2024 2:40 PM

To: Casey Byram <cbyram@majesticelectric.com>; Gabe Lowman <glowman@majesticelectric.com>

Cc: Jana Craig < icraig@majesticelectric.com>; Roll, Cody < CodyRoll@BoydCat.com>

Subject: RE: Madison Division A Project

Casey/Gabe- Just wanted to keep you in the loop. I went to pick this unit up and it has damage on it. I am waiting to hear back from the factory to see when it will be ready. Most of the time it is exterior damage from shipping.

# PROJECT MANAGER

EXT:

NEW NAME, SAME OWNER, SAME GREAT TEAM, WHAYNE SUPPLY & WALKER MACHINERY ARE NOW BOYD CAT.

From: Casey Byram <cbyram@majesticelectric.com>

Sent: Tuesday, December 19, 2023 9:48 AM

To: Tuck, Jenny < JennyTuck@BoydCat.com >; Gabe Lowman < glowman@majesticelectric.com >

Cc: Jana Craig < craig@majesticelectric.com >; Roll, Cody < CodyRoll@BoydCat.com >

Subject: RE: Madison Division A Project

You don't often get email from chyram@majesticelectric.com. Learn why this is important

Thank you!

Casey Byram Majestic Electric

Email: cbyram@majesticelectric.com

Phone:812-346-2110 Cell:812-592-4064 Fax:812-346-4510

From: Tuck, Jenny < JennyTuck@BoydCat.com > Sent: Tuesday, December 19, 2023 9:40 AM

To: Casey Byram <cbyram@majesticelectric.com>; Gabe Lowman <glowman@majesticelectric.com>

Cc: Jana Craig < craig@majesticelectric.com >; Roll, Cody < CodyRoll@BoydCat.com >

Subject: RE: Madison Division A Project

I can do that. No prob. Thanks!

# Jenny Tuck

#### PROJECT MANAGER

SOYD COMPANY

1900 Jaggle Fox Way | Lincington, ICY 405111165

W: (502) 774-4441 | EXT: 76224 |

NEW NAME. SAME OWNER. SAME GREAT TEAM.

WHAYNE SUPPLY & WALKER MACHINERY ARE NOW BOYD CAT.

From: Casey Byram < cbyram@majesticelectric.com>

Sent: Tuesday, December 19, 2023 9:19 AM

To: Tuck, Jenny < JennyTuck@BoydCat.com >; Gabe Lowman < glowman@majesticelectric.com >

Cc: Jana Craig < icraig@majesticelectric.com >; Roll, Cody < CodyRoll@BoydCat.com >

Subject: RE: Madison Division A Project

You don't often get email from cbyram@majesticelectric.com. Learn why this is important

Jenny,

Could you have it delivered to the Louisville Factory and hold it until further notice?

Casey Byram Majestic Electric

Email: cbyram@majesticelectric.com

Phone:812-346-2110

Cell:812-592-4064 Fax:812-346-4510

From: Tuck, Jenny < JennyTuck@BoydCat.com > Sent: Tuesday, December 19, 2023 8:33 AM

To: Gabe Lowman <glowman@majesticelectric.com>

Cc: Jana Craig <<u>icraig@majesticelectric.com</u>>; Roll, Cody <CodyRoll@BoydCat.com>; Casey Byram

<cbyram@majesticelectric.com>

Subject: RE: Madison Division A Project

#### Gabe-

The generator went through customs and is currently at the factory in Savannah GA. I received notification yesterday it was ready to be picked up. I am setting up freight to pick it up at the factory and deliver to your jobsite once you get me the information needed.

I know it's bad timing as it is around the holidays, but I need to get this one picked up and delivered to the job as they will start charging storage fees to store the generator.

# Jenny Tuck

#### PROJECT MANAGER

STATE OF THE WAY

1 FOO Marrie For Wise | Name to a, KY 405111165

W: EXT

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# Reilly Duffy, EI

From: Leon Pottschmidt <leonp@daveomara.com>

Sent: Tuesday, May 7, 2024 8:23 AM

To: Reilly Duffy, EI

Subject: RE: Singer 8" Angle Check Valves

Give a week for Valve delivery 5.22.24

2. Electrical work is for Hilltop this week.

3. I will have to refer to majestic on the Temporary wire for the West end for Controls

Are you going to reissue CO#3 with 60 day time extension?

Leon

From: Reilly Duffy, El <rduffy@contactcei.com>

Sent: Tuesday, May 7, 2024 7:48 AM

To: Leon Pottschmidt <leonp@daveomara.com>

Cc: Tim Moore <tmoore@contactcei.com>; com-inbound-madison--water-utility-improvements@procoretech.com

Subject: RE: Singer 8" Angle Check Valves

Hello Leon.

I'm following up on the below questions regarding the West End ATS and electrical work.

Thank you,

# Reilly Duffy, El

Engineering Intern II

T: 800-289-1177 | D: 317-215-5432

Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA

Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and

South Bend, IN | Bowling Green, KY



From: Reilly Duffy, EI

Sent: Thursday, May 2, 2024 9:29 AM

To: Leon Pottschmidt < leonp@daveomara.com>

Cc: Tim Moore < tmoore@contactcei.com>; com-inbound-madison--water-utility-improvements@procoretech.com

Subject: RE: Singer 8" Angle Check Valves

Hello Leon,

Yes I received both. Regarding the ATS, I had a few questions.

1.) Shipping date is 5/15/24. What is the anticipated delivery date?

Based on your schedule for training/electrical work on 5/7 and 5/9, we would complete approximately 1 week of electrical work on the West End.

- a. What electrical work are you anticipating is going to be completed in the week period?
- 3.) The RFI spoke about temporary wiring. Could you give me a little more information on that? Where would the temporary wiring be installed to?

Can they let us know why these valves keep getting delayed? Where is the holdup occurring? I'll need something a little more concrete asking for time extension for the 2nd time on the same materials.

Thank you,

# Reilly Duffy, El

Engineering Intern II

T: 800-289-1177 | D: 317-215-5432

Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA

Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and

South Bend, IN | Bowling Green, KY



From: Leon Pottschmidt < leonp@daveomara.com>

Sent: Thursday, May 2, 2024 9:11 AM

To: Reilly Duffy, El <rduffy@contactcei.com> Cc: Tim Moore <tmoore@contactcei.com> Subject: FW: Singer 8" Angle Check Valves

Reilly.

Did you see this?

Same thing is happening with West End ATS Switch Moved from April 30th to Mid May.

Leon Pottschmidt

From: Eric Sessions < esessions@flosource.com>

Sent: Wednesday, May 1, 2024 7:48 AM

To: Leon Pottschmidt < leonp@daveomara.com> Cc: Tim Moore <tmoore@contactcei.com> Subject: RE: Singer 8" Angle Check Valves

Singer is telling mid-May now.

Eric Sessions

Sales

Phone: 800-752-5959 x 1013 Email: esessions@flosource.com





Website - Line Card



NOTICE: The information contained in this e-mail, and attachment(s) thereto, is confidential and intended for the named recipient(s) only. It may contain professional privileged communications. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this email in error, please notify the sender immediately, delete it from your system and destroy any copies. Any confidentiality or privilege is not waived or lost because this email has been sent to you by mistake. We accept no liability for any loss or damage caused by this email or its attachments due to viruses, interference, interception, corruption or unauthorized access. Any views or opinions presented in this email or its attachments are solely those of the author and do not necessarily represent those of the company. Thank you.

From: Leon Pottschmidt <leonp@daveomara.com>

Sent: Tuesday, April 30, 2024 3:50 PM

To: Eric Sessions <<u>esessions@flosource.com</u>>
Cc: Tim Moore <<u>tmoore@contactcei.com</u>>
Subject: Singer 8" Angle Check Valves

Eric.

Do you have a confirmation on shipping of these remaining valves?

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between **City of Madison, Indiana** (Owner) and **Taylor Siefker Williams Design Group LLC** (TSWDG) based upon Owner's intention to prepare a **Unified Development Ordinance/UDO** (the Project) and Owner's requirement for certain professional planning services in connection with the Project (the Services) which TSWDG is prepared to provide.

- 1. TSWDG shall provide the Services described in Attachment A, "Scope of Services", according to Attachment B, "Schedule".
- 2. Owner shall pay TSWDG in accordance with Attachment C, "Compensation", and shall be responsible for all matters described in Attachment D, "Owner's Responsibilities". Owner represents that TSWDG's use of any documents or other materials provided by Owner to TSWDG will not infringe upon any third parties' rights and Owner will indemnify and protect TSWDG from any infringement claims arising from TSWDG's use of such documents or other materials in the performance of its Services hereunder.
- 3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
- 4. TSWDG shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, TSWDG's liability under this Agreement shall not exceed TSWDG's total compensation actually received under this Agreement.
- 5. TSWDG and Owner waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
- 6. Not withstanding anything to the contrary in any Attachments hereto, TSWDG has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to TSWDG, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes.
- 7. TSWDG does not guarantee that proposals, bids, or actual Project costs will not vary from TSWDG's cost estimates or that actual schedules will not vary from TSWDG's projected schedules.
- 8. This Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. TSWDG shall terminate performance of Services on a schedule acceptable to Owner, and Owner shall pay TSWDG for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
- 9. All documents prepared by TSWDG pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to TSWDG. TSWDG shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of TSWDG.
- 10. In the event the Owner requests TSWDG to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to TSWDG for review at least 15 days prior to the requested date of execution. TSWDG shall not be required to execute any certificates or documents that in any way would, in TSWDG's sole judgment, (a) increase TSWDG's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in TSWDG having to certify, guarantee or warrant the existence of conditions whose existence TSWDG cannot ascertain.
- 11. The Services provided for in this Agreement are for the sole use and benefit of Owner and TSWDG. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and TSWDG.

IN WITNESS WHEREOF, Owner and TSWDG have executed this Agreement, effective as of the date this agreement is fully executed.

City of Madison, Indiana	Taylor Siefker Williams Design Group LLC			
(Owner)	(TSWDG)			
Signature	Signature <u>UMn Willim</u>			
Name	Signature Amy Williams  Name Amy Williams			
Title	Title Principal/Owner			
Date	Date_7/24/2024			
City of Madison UDO/Project No 24035	7/24/2024			

# AGREEMENT FOR PROFESSIONAL SERVICES ATTACHMENT A: SCOPE OF SERVICES

City of Madison Unified Development Ordinance

### PHASE 1: EXISTING ORDINANCE REVIEW

# Task 1.1 - Project Kick-Off Meeting

TSWDG will meet with City staff to discuss the project scope and timeline as well as coordinate the makeup of the technical committee, upcoming focus groups, and key-person interviews. During this meeting, the City should provide any existing files related to the Zoning and Subdivision Control Ordinances, Comprehensive Plan, or other applicable files to TSWDG. The City should also provide any specific notes, issues, or preferred standards for the new unified development ordinance that should be addressed.

# Task 1.2 - Communication Outreach Plan & Project Website

A community outreach plan will be developed prior to launching the community engagement and the facilitation of the technical committee meetings. The community outreach plan will identify the methods for gathering community input, targeted audience for these methods, and strategies to promote widespread participation in the survey and public meeting. As part of the overall communication and outreach plan for this project, we could set up a project-specific website that would host general information about the ordinance update, process, meeting materials, etc. Creating a project specific website or content for social media for the project is an additional way to reach a broader and more diverse audience. This content will educate the public about the process and explain what a Unified Development Ordinance is, announce meeting dates, provide opportunity for input, and present the draft and final ordinance. A WordPress or Wix site (or similar) shall be utilized as the base platform for the project website.

# Task 1.3 - Creation of Technical Committee

The City will provide TSWDG with a list of candidates willing and capable of serving on a Technical Committee. Members of a Technical Committee should be relatively well versed in the day-to-day interpretation, administration, and/or enforcement of local and/or state development regulations and land use controls. With the assistance of the planning team, the City shall appoint members to the Zoning & Subdivision Control Technical Committee. Membership of the committee should be approximately six (6) to eight (8) people.

# Task 1.4 - Review of Existing Plans and Ordinances and Development of Annotated Outline

TSWDG will review relevant plans, including the "One Madison" Comprehensive Plan (2016), Main Street Master Plan, Downtown Madison Parking Study, Parks and Recreation Master Plan (2022-2026), Bicycle & Pedestrian Plan, Stellar Strategic Plan, One Madison Community Revitalization Plan in addition to the existing Zoning Ordinance and Subdivision Control Ordinance prior to creating an annotated outline for the Madison Unified Development Ordinance. These existing plans and ordinances will become the building blocks as the annotated outline is developed for the updated ordinance. The annotated outline will include the proposed ordinance sections and subsections along with a paragraph describing the extent or reach of the intended standards and/or regulations related to a given segment or sub-segment. This outline allows our team to align the goals of past planning efforts, desired level of regulation, and goals for the final product from the start of the project.

# Task 1.5 – Identification of Deficient Ordinance Sections

This task will focus on identifying specific sections of the zoning & subdivision control ordinance that need to be resolved based on the vision and direction of the comprehensive plan as well as issues identified from ordinance deficiency review and staff feedback. The consultant will provide a Summary of Deficiencies in an Existing Ordinances report.

# Task 1.6 – Technical Committee Meeting #1

TSWDG will prepare for and facilitate one (1) Technical Committee meeting for the purposes of presenting and discussing the contents of the annotated outline, schedule, and soliciting feedback to determine the appropriate level of regulation for specific standards. Additionally, the committee will review and provide feedback on ordinance language pertaining to the introductory provisions and non-conforming lots, structures, and uses. The City shall provide a location for the Technical Committee meeting and this meeting can be held virtually, if desired.

# **PHASE 2: DRAFT ORDINANCE**

# Task 2.1 - Draft Ordinance Sections

TSWDG will create a zoning and subdivision control ordinance in a Microsoft Word format based on feedback and direction from Technical Committee Meeting #1, supplemented by industry-wide best practices and/or model ordinances. The UDO will also coordinate and integrate the historic district as well as state requirements for subdivision regulations in the buffer. The Unified Development Ordinance will be drafted in sections and reviewed in detail with the Technical Committee during four meetings in It is anticipated that content will include items such as design standards, modern approaches to zoning districts and uses, clear and enforceable standards, graphics and easy-to-understand visuals. The scope does not include an independent legal review of the draft ordinances, but rather relies upon the Plan Commission legal counsel's review to minimize project costs. If an outside legal review is desired, our team can provide an additional task and associated fee for this service.

# Task 2.2 - Technical Committee Meetings #2 - #7

TSWDG will hold six (6) Technical Committee meetings to review sections of the draft Unified Development Ordinance at each meeting in detail. Each section of the draft ordinance will be thoroughly discussed at a meeting and feedback will be documented. Any additional revisions to each section resulting from these meetings will be made using the tracked changes feature of Microsoft Word and distributed to the committee members. Draft and final sections of the ordinances will include vignettes, exhibits, and other diagrams to illustrate the standards for each zoning district as well as easily define definitions such as how to measure building height or road frontage.

# Task 2.3 - Zoning Map Updates

TSWDG will work with staff to update the Zoning Map to convert previous zoning district to new zoning districts (as applicable), create or modify overlay district boundaries, and update a limited number of other parcels that are provided by staff. Our team will provide a PDF of the Zoning Map as well as update GIS shapefiles.

# Task 2.4 - Ordinance Focus Group Meetings & Key Person Interviews

TSWDG will facilitate a focus group meeting with local developers, engineers, Madison Area Chamber of Commerce, key property owners, and others identified by the City to discuss the deficiencies in the existing ordinances and ways to aid the development process throughout the City. Feedback from this meeting will be incorporated, as needed, in the revised ordinances. City to assist with providing contact information and invitee list for attendees. Our team has multiple effective platforms for virtual engagement, if desired, to allow participation from developers or other parties that are not local. This task can be held towards the beginning of the process or after a draft document is available to get public feedback.

# Task 2.5 - Public Workshop

To gather feedback from Madison residents and property owners, an optional online survey will be administered to gain insight on specific concerns, issues, or ideas regarding the proposed Unified Development Ordinance. A public workshop will be held to allow community members to talk with TSWDG and City Staff one-on-one. The workshop will be an openhouse format with various presentation boards displayed to gain input on the draft ordinance and will be held over a two-hour time period to allow in-person feedback. The optional online survey will also be formatted so that it can be printed and filled out in in-person if desired. Promotional materials for the workshop will be prepared and City will assist in publicizing the event.

# **PHASE 3: FINAL ORDINANCE**

# Task 3.1 - Staff Working Session

A working session will be facilitated with staff to go over the final UDO and any remaining edits prior to the adoption proceedings.

# Task 3.2 - Plan Commission Adoption Hearing

TSWDG will present at one meeting of the Plan Commission to seek adoption of the ordinance on behalf of the City. The purpose of this meeting is to fulfil the requirements of Indiana Code (IC 36-7-4) and allow the public a platform for official comments. The City will be responsible for public notice/advertisement of this meeting.

# Task 3.3 – City Council Adoption

TSWDG will present at a meeting of the City Council to seek adoption of the ordinance. The City will be responsible for public notice/advertisement of these meetings.

### Task 3.4 - Final Deliverables

TSWDG will provide the City with ten bound copies. Additionally, the consultant will provide one (1) electronic copy in Adobe .PDF format for the City's website or other platforms and one (1) electronic copy in Microsoft Word format on a flash drive.

# **OPTIONAL TASKS**

# Optional Task A: Additional Technical Committee Meeting(s)

Additional technical committee meetings can be facilitated to allow more time for discussion related to specific ordinance sections or optional tasks such as forms and applications, rules and procedures, fee schedules, or zoning map updates.

# **Optional Task B: Rules and Procedures**

TSWDG will create the Rules & Procedures for both the Plan Commission and Board of Zoning Appeals. This would include the jurisdiction and authority; membership; duties and powers; actions and decisions; meeting schedule; petition hearing procedures; general meeting conduct and procedures; filing of petitions; public notice; docketing of cases; officers, plan commission records; and amendment procedures.

# **Optional Task C: Applications and Forms**

TSWDG will create the necessary applications and forms for Plan Commission and BZA petitions. This could include applications and forms for Concept Plan, Primary Plat, Secondary Plat, Development Plan, Zone Map Change, Development Standards Variance, Special Exception, Use Variance, Use Classification and Appeals. The documents will be provided as PDFs for placing on the City's website as well as Word documents.

# **Optional Task D: Fee Schedule**

TSWDG will review the current fee schedule in order to identify ways to make the department operate self-sufficiently, when possible, and provide recommended fees for zoning applications and petitions based on state regulations.

# **Optional Task E: Staff & Local Officials Training**

TSWDG will hold a training workshop with City staff, Plan Commission Members, Board of Zoning Appeals Members, and City Council representatives. This session would be intended to provide a detailed overview of the ordinance and how it should be used in various applications or requests.

# **Optional Task F: Department Brochures & Marketing Materials**

TSWDG will create up to four brochures or fliers that explain specific sections of the ordinance to address questions that are frequently asked by residents and applicants, such as public hearing notice requirements, dealing with easements, when permits are required, and more. The materials would provide answers that are easily understood and the department can place these on their website and also reproduce hard copies for the office. All digital files will be provided so that staff can update them as needed in the future. No hard copies will be provided.

# Optional Task G: Two Assessment Updates After Adoption

We know that overhauling any ordinance involves small tweaks or adjustments over time. TSWDG will provide two assessments after the adoption of the ordinance (such as 6 months/12 months) to identify any small changes or adjustments that need to be made based on administering the ordinance. Each assessment will include a phone or online meeting with the city's representative to discuss any changes that they feel are needed, updates to the ordinance text, and attendance at one Plan Commission hearing.

# AGREEMENT FOR PROFESSIONAL SERVICES ATTACHMENT B: SCHEDULE

City of Madison Unified Development Ordinance

TSWDG anticipates that Tasks 1-3 will take 12 months to complete upon receipt of a written notice to proceed. Completion of the public hearings and meetings will be dependent upon schedule of local meetings.

A detailed schedule shall be submitted to the Owner two weeks after the notice to proceed is received.

# AGREEMENT FOR PROFESSIONAL SERVICES ATTACHMENT C: COMPENSATION

City of Madison Unified Development Ordinance

In return for the performance of the Services rendered under Attachment A, Scope of Services, the Owner shall pay TSWDG a not to exceed, fixed lump sum amount of seventy four thousand, three hundred and ten dollars (\$74,310.00) payable to the terms of this Agreement. The total compensation includes all labor and expenses. Expenses shall be invoiced at TSWDG's actual costs. This fee does not include the optional tasks outlined in Attachment A.

# **OPTIONAL TASKS**

Optional Tasks must be authorized in writing by Owner; if Optional Tasks are not authorized by Owner, it will not be billed.

Optional Task A: Additional Technical Committee Meeting	\$ 1,950.00
Optional Task B: Rules & Procedures (PC & BZA)	\$ 1,470.00
Optional Task C: Applications & Forms (PC & BZA)	\$ 2,400.00
Optional Task D: Fee Schedule (PC & BZA)	\$ 1,185.00
Optional Task E: Staff & Local Officials Training	\$ 2,700.00
Optional Task F: Department Brochures & Marketing Materials	\$ 2,240.00
Optional Task G: Two Assessments after Adoption	\$ 8,880.00

Compensation for Additional Services, if any, shall be negotiated as an amendment to this contract. The compensation assumes that planning services for this Project shall not extend beyond September 2025.

Fees for the Services rendered shall be billed no more than monthly based on the percent of work completed. Invoices for Services rendered shall be payable within thirty days following receipt of invoice. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

# AGREEMENT FOR PROFESSIONAL SERVICES ATTACHMENT D: OWNERS RESPONSIBILITIES

City of Madison Unified Development Ordinance

Owner shall perform and provide the following in a timely manner so as not to delay the Services of TSWDG, and TSWDG may rely on the accuracy and completeness of the following:

- 1. Authorize TSWDG in writing to proceed [authorization to proceed is given by the execution of this Agreement].
- 2. Place at TSWDG's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the Project.
- 3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to TSWDG's Services for the Project.
- 4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of TSWDG's Services.
- 5. Make Owner's facilities available to TSWDG as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
- 6. Give prompt written notice to TSWDG whenever Owner becomes aware of any development that does or may affect the scope or timing of TSWDG's Services, or any defect in the Services of TSWDG or its subconsultants, or the work of construction Contractors.
- 7. Advise TSWDG of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

# RESOLUTION NO. -2024

# A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING A STREET CLOSING FOR THE CITY'S NATIONAL NIGHT OUT

WHEREAS, there has been a request filed by Neel Mistry on behalf of the City of Madison, Madison Police Department, and the Madison Fire Departments for a street closing in connection with National Night Out to be held on Tuesday, August 6, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that Vaughn Drive between the west side of West Street and the east side of Central Avenue shall be closed from 4:00 p.m. until 8:00 p.m. on Tuesday, August 6, 2024.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said street as closed shall be under the supervision and control of the City of Madison at the time noted above for the year 2024.

ADOPTED this day of A	August, 2024.
	Bob G. Courtney, Chairman
	Karl Eaglin, Member
(SEAL)	David Carlow, Member
ATTEST:	
Shirley Rynearson, Clerk-Treasurer	

# **RESOLUTION NO. \_\_\_\_\_ -2024**

# A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING PARKING SPACE CLOSINGS FOR A JEFFERSON COUNTY EMERGENCY MANAGEMENT EVENT

WHEREAS, there has been a request filed by Matt True on behalf of the Jefferson County Emergency Management for the closure of the parking spaces located on Vaughn Drive directly south of Bicentennial Park in connection with their 10-4 Radio Event to be held on Friday, October 4, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the parking spaces located on Vaughn Drive directly south of Bicentennial Park shall be closed on Friday, October 4, 2024, from 8:00 a.m. to 4:00 p.m.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said parking spaces as closed shall be under the supervision and control of Jefferson County Emergency Management at the times noted above for the year 2024.

ADOPTED this day of August,	2024.
	Bob G. Courtney, Chairman
	Karl Eaglin, Member
(SEAL)	David Carlow, Member
ATTEST:	
Shirley Rynearson, Clerk-Treasurer	

# RESOLUTION NO. -2024

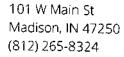
# A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING A STREET CLOSING FOR MADISON RIVERFRONT DEVELOPMENT CORPORATION

WHEREAS, there has been a request filed by JD Webster and Joshua Kunze on behalf of the Madison Riverfront Development Corporation for a street closing in connection with its Golf Cart/ATV Poker Run to be held on Saturday, October 5, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that Vaughn Drive between West Street and Broadway Street shall be closed on Saturday, October 5, 2024 from 9:00 a.m. to 6:00 p.m. At all times the participants will abide by traffic regulations regarding golf carts/ATVs outside of the event footprint.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said street as closed shall be under the supervision and control of the Madison Riverfront Development Corporation at the times noted above for the year 2024.

ADOPTED this day of August,	, 2024.
	Bob G. Courtney, Chairman
	Karl Eaglin, Member
(SEAL)	David Carlow, Member
ATTEST:	
Shirley Rynearson, Clerk-Treasurer	





# PACE Completion Date Extension Request

2 month (12 months max) on the PACE	Applicant), has requested an extension for a period of Grant for 407 W 2nd 51 (Address) amount they were approved for was \$7,500,00
An—Shu Shull Signature (Director of Planning)	
Signature (Mayor)	Date
Signature (Board of Public Works and Safety)	Date
Signature (Board of Public Works and Safety)	Date

# Nicole M Schell, AICP

From:

Susan Ohlendorf <sbohlendorf@cinergymetro.net>

Sent:

Monday, July 15, 2024 9:25 AM

To:

Nicole M Schell, AICP

Subject:

PACE Grant Extension Request

# Good morning, Nicole!

It seems that our siding has met with another completion delay. We had to order additional materials to finish the job and it will be 3-4 weeks before delivery. Would it be possible to get a two-month extension on the PACE Grant that we received?

Many thanks, Nicole! Bill and Susan Ohlendorf 812-701-9357 and 812-701-9358



101 W Main St Madison, IN 47250 (812) 265-8324

# P.A.C.E.

# Preservation & Community Enhancement Grant Program Final Report

Purpose: Application is hereby made to request the funding from the PACE Program. Forms must be accompanied by at least four photos showing the progress and one photo of the front of the building. Copies of all invoices and receipts must also be submitted.

APPLICANT INFORMATION Date: 17 - 15 - 24	
Property Owner Name: Donald M=Ka.	1
Mailing Street Address: 614 W. 2Nd	
city Madison	State: IN Zip: 47250
Phone (Preferred): 812 . 591, 242 #	Phone (Alternate):
Email dlm 45r4 @ gmeil. com	
PROJECT INFORMATION	20 1
Street Address: 614 W. 2nd St.	
Total Cost of Project (include all costs to complete the entire	project): \$\\\ 11, 450
Estimated Date of Completion of Work 7 - 1 - 2 -	F
☐ Hilltop	Downtown
GRANT INFORMATION	
Rehabilitation	Dilapidated Dangerous Structures Grant Buildings Grant
Total Amount of Grant Awarded (can be obtained from the o	office):
Was a midpoint report submitted for this project?	Yes of reason for dely
ESCRIPTION OF THE PROJECT lease describe the project elements that have been complet	ed. If a midpoint report was submitted, only include the lis
for roof " replace rotted	icrete supporting post
for roof; replace rotted	posts and paint
☐ Additional p	ages are attached.
	Page 1 of 2 1/3/2024

101 W Main St Madison, IN 47250 (812) 265-8324

# DETAILED PROJECT BUDGET WORKSHEET

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. If a midpoint report was submitted, only include the tasks completed since that report was submitted.

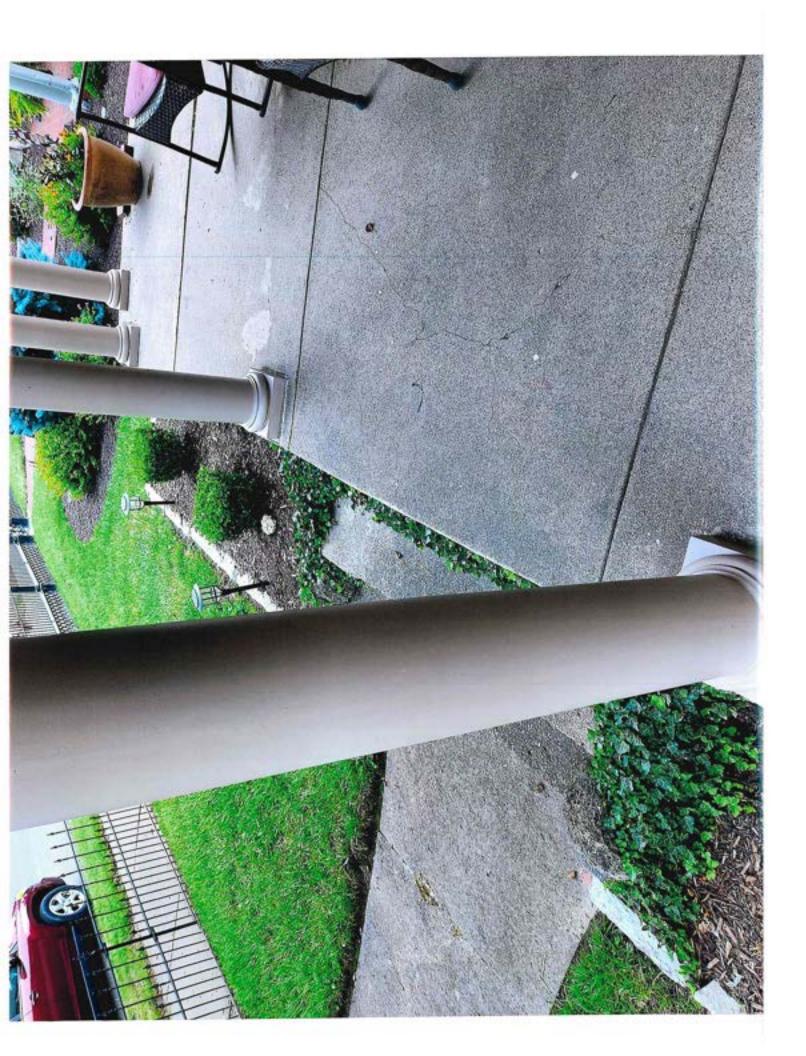
Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Budget	Amount of Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	Replacement of porch roof		
2	support columns and paint	\$7,950	
3			
4	tear out and replace one		
5	section of concret supporting		
	2 corner posts	/4	
7			
8			
9			
10			
11			
12			
$\rightarrow$	Totals		

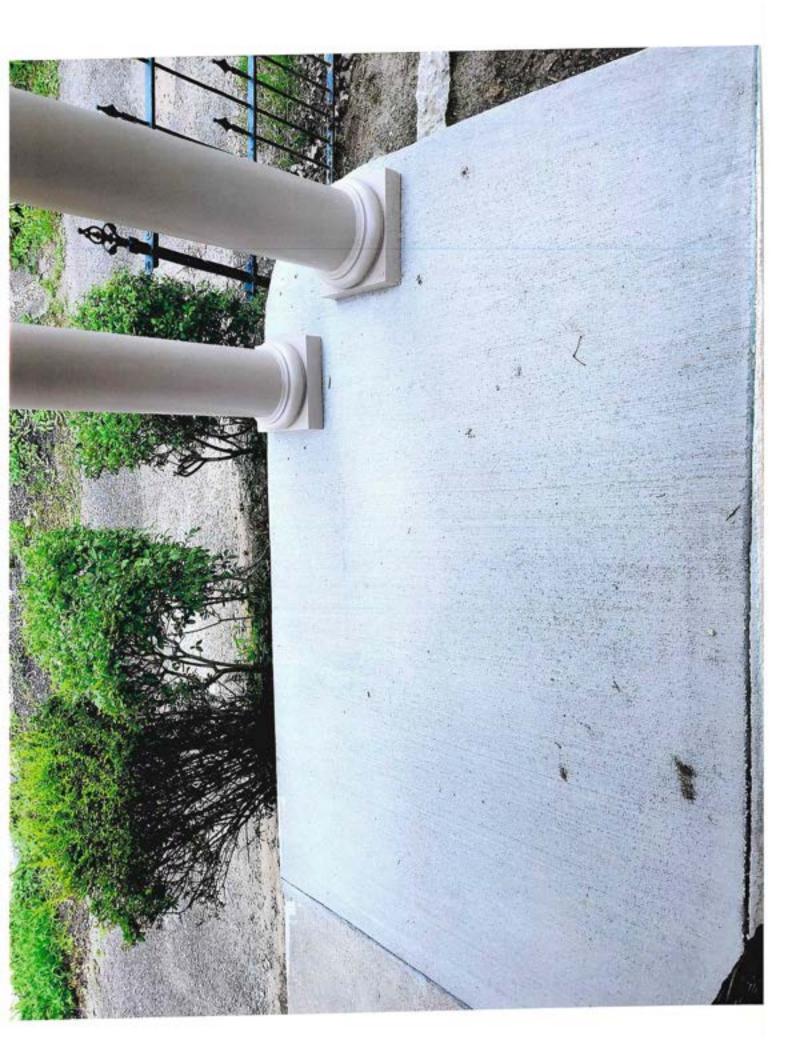
Additional pages are attached.

I certify that the project was completed and that all required documents are included in my final report packet.

Applicant(s) Signature

Date







3818 Papermill Rd. Madison, IN 47250 812-265-ROOF 877-766-3640

www.pettitcontracting.com

# VISA DISC.YER





# INVOICE

A TO MARKET 

DATE 8 TERMS SALESMAN AIN AIMS INVOICE NO. YOUR P.O. NO. ACCOUNT NO ven.

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			Combac Suday Common Co.		
	AMOUNT	UNIT PRICE	DESCRIPTION	UNIT	OTY
(					



101 W Main St Madison, IN 47250 (812) 265-8324

# P.A.C.E.

# <u>Preservation & Community Enhancement</u> <u>Grant Program Final Report</u>

Purpose: Application is hereby made to request the funding from the PACE Program. Forms must be accompanied by at least four photos showing the progress and one photo of the front of the building. Copies of all invoices and receipts must also be submitted.

Property Owner Name: BRIAN MARSH	H(	·
Mailing Street Address: 201 Plum		
City: MAD; San	State: Two Zip:	47250
Phone (Preferred): 712 701-5651		
Email: blm47250@Gmail.com		
	•	
PROJECT INFORMATION		
Street Address:	e+	
Total Cost of Project (include all costs to complete the entire	- A-S	
Estimated Date of Completion of Work: 5-24-	) 4	······································
		<del></del>
☐ Hilltop	<b>⊠</b> Downtown	
GRANT INFORMATION		
☐ Rehabilitation ☐ Curb Appeal	<b>₽</b> Dilapidated	☐ Dangerous
(Downtown) Grant (Hilltop) Grant	Structures Grant	Buildings Grant
Total Amount of Grant Awarded (can be obtained from the	office):	
	⊅ Yes □ No	
was a midpoint report submitted for this project?	₱ 162	
ESCRIPTION OF THE PROJECT		
lease describe the project elements that have been comple	ted. If a midpoint report was subm	itted, only include the list
f project elements completed since that report was submitt	• •	recoup or my microace one ma
All windows Replaced +		n. od outside
Deck Replaced on South	• •	<del></del>
New Standing SEAMA RO		
FACIA ON NORTH & SOUTH	SiDE OF HOME COLL	ened with meto
THE WATER A SOUTH	224 2 224	
	pages are attached.	

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101 W Main St Madison, IN 47250 (812) 265-8324

# **DETAILED PROJECT BUDGET WORKSHEET**

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. If a midpoint report was submitted, only include the tasks completed since that report was submitted.

Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Budget	Amount of Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	6 windows Replaced + wrapped	15000	
2	New Deall/Porch on South Side of House	6000	
3	NEW ROOF & trusses ON 2ND Flora Bebroom	8000	
4	Tuck Point & Paint House	19000	
5	Rebuild Bed Acom ADDITION	16000	
6	WELL ROOF TRUSSES ON BACKHAGFOF	3500	
7	House		
8			
9			
10			
11			
12			
	Totals		67500

_	4 1 15 2				
7	<ul> <li>Additional</li> </ul>	nages	are	attached.	

I certify that the project was completed and that all required documents are included in my final report packet.

Applicant(s) Signature  $\frac{5-24-24}{\text{Date}}$ 

From: To: Subject: Brian Marshall Nicole M Schell, AICP 1003 East st pics

Date:

Thursday, May 23, 2024 4:00:10 PM









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KEEP THIS SLIP FOR REFERENCE	No.	11118					BARK MAIN OF	Dear Rost Jan		Roberto Produces		Tuell boot & p		Mouse	NEW ROP ON		New York Asic		Replace & will	DESCRIPTION	CASH C.O.O.	NO ROUM	F407 37	Raine MAN	ROER NO. DEPARTMENT
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101 W Main St Madison, IN 47250 (812) 265-8324

# P.A.C.E.

APPLICANT INFORMATION

# <u>Preservation & Community Enhancement</u> <u>Grant Program Final Report</u>

Purpose: Application is hereby made to request the funding from the PACE Program. Forms must be accompanied by at least four photos showing the progress and one photo of the front of the building. Copies of all invoices and receipts must also be submitted.

Date: July 29, 2024							
Property Owner Name:	Catherine an	d Michael Le Sau	λX		<del></del> -		
Mailing Street Address:							
City: Madison				State	e: <u>IN</u>	Zip: <u>47</u>	250
Phone (Preferred): 812.						·	
Email: calesaux@gmail.							
PROJECT INFORMAT	TION						
Street Address: 414 Ein	n Street						
Total Cost of Project (inc	clude all costs	to complete the	entire :	orojec	t): \$8,215.00 (origin	al estimate	\$7,210)
Estimated Date of Comp							
	☐ Hilltop			Ø	Downtown		
GRANT INFORMATION Rehabilitation (Downtown) Grant A	<b>o</b> ant	Curb Appeal (Hilltop) Grant be obtained from	m the of		Dilapidated Structures Grant 3,605 was original r	☐ equest	Dangerous Buildings Grant
Was a midpoint report s				Yes		) No	· · · · · · · · · · · · · · · · · · ·
Please describe the project elements completed and concluded and concluded and concluded are the project elements completed and concluded are the project elements completed are the project elements are the project element	ect elements ( pleted since t rete porch s	hat report was su steps and woo	ubmitted i <mark>den ra</mark>	d. <b>iling.</b>	Replaced with t		
		☐ Addit	ional pa	ges ar	e attached.		μ
Form # PACE final	Rev. 2			Page	1 of 2		1/3/2024



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101 W Main St Madison, IN 47250 (812) 265-8324

# **DETAILED PROJECT BUDGET WORKSHEET**

List all major tasks that have been complete of the Project. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. If a midpoint report was submitted, only include the tasks completed since that report was submitted.

Task	Description of Work and/or Material	Total Task	Amount of
#	Please Reference Appropriate Quote (Must be attached)	Budget	Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	Fabricate two each step railings aprox. 8 ' each with rolled ends and two square bases & posts	1,350	
2	Services: Sandblast apply /zinc primer and powder coat black	440	
3	Core drill brick, installation including attachment to center posts and brick column	625	
4	Demolition and debris removal of old concrete steps and railing	2000	
5	Rebuild 5 steps in historic reclaimed brick over concrete support	3,800	
6			
7			
8			
9	* Notation: The brick mason encountered additional challenges during demolition.		
10	Madison Iron Works experienced a devastating fire to their business after		
11	the original quote was provided. For these reasons, the final costs were higher.		
12			
	Totals	8,215	4,107.50

Additional pages are a	attached.
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I certify that the project was	completed and that	t all required docum	ionte aro includod in m	v tinal renort nacket i
ELECTIV CHALSHE DIVIELL WAS	COHIDIELEGI GIRU URGI	can redunced accour	iento pre intribaco in tri	V HILIAI I COOL COOCNEC.

Catherine & Michael Le Saux	July 29, 2024
Applicant(s) Signature	Date

# Madison Iron Works Inc

4427 E Pleasant Ridge Rd Madison, IN 47250 US +1.8122656861 miwincia hotmail.com

# **ADDRESS**

Catherine LeSaux 414 Elm St Madison, IN 47250

**ESTIMATE #** 1083 **DATE** 05/03/2024 **EXPIRATION** 06-03/2024 DATE

. :	•	* *	:		4.5
	Services	Fabricate two each step railing approximately 8ft each using 1-3/4 top cover rail with rolled ends, two posts 1" square with 2" square bases 10" tall and attach to center or brick column	1	1.350.00	1,350.00
	Services	Sandblast zine prime and powder coat black	1	440.00	440,00
	Services	Core drill brick, install epoxy	1	625.00	625.00

Contact Madison Iron Works Inc to pay. There is a  $3^{\alpha_0}$  transaction fee on all debit credit card TOTAL purchases. Terms: 50% Down payment and 50% at

\$2,415.00

Completion

Note: All debit credit card payments will incur a 3% transaction fee

Accepted By

Accepted Date

	CATHERINE LE SAUX	71-456/105	1936
E 6	414 ELM ST. MADISON, IN 47250	DATE May 6	2024
PAYTORDE	TOTHE Madings Iron	Works !	1,207.50
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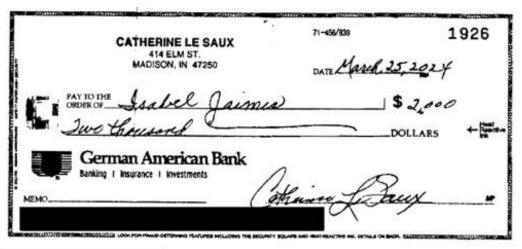
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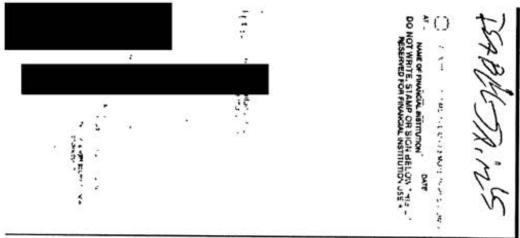
 Deposit Only

Madison Iron Works Inc

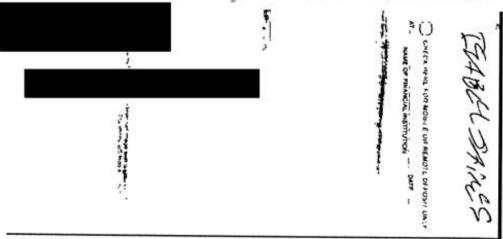
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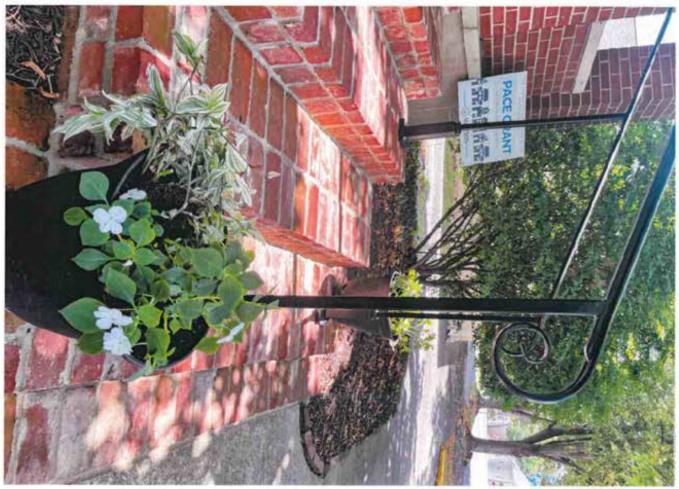


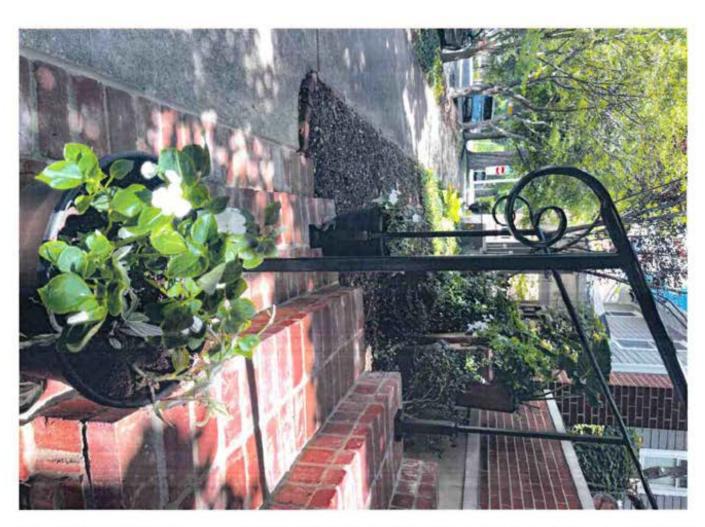














# RESOLUTION NO. \_\_\_\_-2024

# A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA ESTABLISHING A HANDICAP PARKING SPACE AT HELTON EYE CARE

WHEREAS, there has been a request by Kyle Helton on behalf of Helton Eye Care for a parking space located on Main Street directly in front of their business located at 713 West Main Street, Madison, Indiana to be established as Handicap Parking.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that:

Section 1. The parking space located on Main Street directly in front the office of Helton Eye Care, 713 West Main Street, Madison, Indiana, is hereby established as Handicap Parking. This parking space shall be accessible to any person legally authorized to park there.

Section 2. The City of Madison Street Department is hereby authorized to erect such signs and other traffic control devices as may be necessary to implement the intent of this Resolution.

Section 3. This Resolution shall become immediately effective upon its adoption by the Board of Public Works and Safety, signature of the Mayor, enrollment in the book of Resolutions, publication of notice as required by law, and posting of the appropriate signs at said intersection.

Section 4. Any Res	olution in conflict with this	Resolution is hereby repealed.
ADOPTED this	day of August, 2024.	
		Bob G. Courtney, Chairman
		Karl Eaglin, Member
		-
		David Carlow, Member
EAL)		
TTEST:		
uirley Rynearson Clerk-Trea	surer	



101 W Main St Madison, IN 47250 (812) 265-8324

Application for P.A.C.E.

Preservation & Community

Enhancement Grant Program

Application Fee:

\$10.00

Purpose: Application is hereby made to request funding from the PACE Program. This application must be filed <u>prior</u> to work beginning on a property located within the City of Madison. This application does not replace the need for approval from the HDBR for properties located downtown.

	ICANT INFORMATION FEBRUARY 2, 2024					
	erty Owner Name: MADISON C	CHRISTIAN HEALTH	H AN	ID DEVELOPME	NTAL SE	ERVICES, INC
	ng Street Address: P.O. BOX					
	HANOVER		State	, IN	Zip: 47	7243
	e (Preferred): 812-313-4663	3	Phor	ne (Alternate): 812-	- 292-51	07
Email:	tirrie@madisonchristiar	nhealth.org	1 1101	ie (Aiterriate).		<del></del>
PROJ	ECT INFORMATION					
Street	Address: 524 JEFFERSO	N STREET				
Total	Cost of Project (include all costs t	o complete the entire p	roject	172,238		
Estim	ated Date of Completion of Work	AUGUST 2024				
	☐ Hilltop		Ø	Downtown		
GRAI	NT INFORMATION					
		Curb Appeal (Hilltop) Grant	0	Dilapidated Structures Grant	0	Dangerous Buildings Grant
Amou	nt of Grant Requested (can be ol	btained from the office):	25,	000		
I PAC	E grant application must in Complete application	iclude the following	doc	uments:		
	Photographs of existing condition	ans of Property				
	Project Plans (required if altering					
	Copies of Construction Quotes t					
<u></u>	Certificate of Appropriateness (					
0	Proof of Property Insurance	acry (ii applicable)				
	Proof of Ownership (Deed)					
	Certificate of Incorporation (if or	rganization/business)				
	Unsafe Letter (Required for Dan	_	ıt)			



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101 W Main St Madison, IN 47250 (812) 265-8324

DESCRIPTION OF THE PROJECT  Please describe the project and the property's current condition.  THE PROPERTY'S EXTERIOR NORTH SIDE BRICK WALL IS COLLAPSED, CAUSING THE
INTERIOR WALL AND KITHCEN TO COLLAPSE. THE ROOF AND GUTTERING ARE FAULTY,
ACCORDING TO THE BUILDING INSPECTOR AND PRESERVATION OFFICE THE EXTERIOR  DETERIORATION IS RELATED TO PREVIOUS WORKMANSHIP AND UTILIZING INCORRECT
MORTAR. THE PROJECT WILL INCLUDE: REMOVING THE CURRENT ROOFING, GUTTERING, WINDOWS, EXTERIOR AND INTERIOR COLLAPSED WALLS, FLOOR AND CEILING IN THE
KITCHEN AREA. RECONSTRUCT THESE AREAS.
Additional pages are attached.
DETAILED PROJECT SCHEDULE
Show how the project will be completed within a 12-month time period. If the project will take longer than 12 months, please explain.
THE CONTRACTOR STIPLULTES THAT UPON RECEIVING FUNDING THE REPAIRS CAN
COMMENCE WITHIN A 30 DAY WINDOW AND WILL TAKE APPROXIMATELY 6 MONTHS TO
COMPLETE THE OUTLINED AREAS ABOVE. THE PROJECT WILL BEGIN WITH CLEANING
OUT THE PROPERTY DEBRIS, FALLEN CONSTRUCTION MATERIAL AND FALLEN
EXTERIOR WALL. IF FUNDING IS RECEIVED BY MARCH 30, THE PROJECT CAN BEGIN BY
APRIL 30, 2024 AND COMPLETED BY OCTOBER 30, 2024, BUT NO LATER THAN 12 MONTHS
FROM, FUNDING APRIL 30, 2025.
✓ Additional pages are attached.



## **DETAILED PROJECT BUDGET WORKSHEET**

List all major tasks necessary to complete the proposed Project, the total budget, and the matching grant amount requested. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor. The Detailed Project Budget Worksheet does not replace the need to include copies of construction quotes from a registered contractor. If a copy of quote from a registered contractor is not provided, the application will be deemed incomplete.

Task	Description of Work and/or Material	Total Task	Amount of
#	Please Reference Appropriate Quote (Must be attached)		Grant Funds
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	(50% max) \$538.00
1	Roof (see attached contractor description)	13,050.00	6,525.00
2	Gutter (see attached)	1920.00	960.00
3	Chimney (masonary)		
4	Clean out Dilapidated areas (see attached)	25,000.00	
5	Remove and replace Brick exterior (masonry)	-	
6	Masonry (see attached)	40,000.00	20,000.00
7	Paint facade (see attached)	10,000.00	5,000.00
8	Reconstruct all framing (see attached)	30,000.00	
9	Replace windows (3)	1712.00	856.00
10			
	Totals	121,682	33,341.00

Additional pages are attached.

## DETAILED REBUILDING PLAN (ONLY FOR DANGEROUS BUILDINGS GRANT APPLICATIONS)

Please explain what you will be rebuilding after the building is demolished. You must include a timeline for the rebuilding plan.

Please see the attached structural engineer's design document and masonry quotes. The exterior brick wall between the buildings will be demolished and replaced with block or siding as a repair to the current detapidated and unoriginal brick and mortar, the top frontof the building and the chemeny require masonry repair before roofing and painting the building. (see the attached contractor's quotes and descriptions).

Additional pages are attached.

Page 3 of 4



101 W Main St Madison, IN 47250 (812) 265-8324

Applicant must read and initial the following	Applicant must	read	and	initial	the	following
---	----------------	------	-----	---------	-----	-----------

I understand that the grant funds must be used only for the project described in this application. The work must be completed within twelve (12) months of the date that the grant is awarded. If a project is not completed the recipient(s) may request an extension to the City of Madison Board of Works and Safety.

 $\overline{\text{TJ}}$  ( understand that I must receive all required permits from the Office of Planning, Preservation, and Design and from the State of Indiana prior to beginning work on my project or I will forfeit any awarded grant monies.

 $\overline{\text{TJ}}$  I understand that a failure to complete any project may result in the City of Madison placing a lien on the property in order to recover grant monies in the amount of monies received by Recipient(s).

 $\overline{\text{IJ}}$  I understand that if any plans to the project change or if the contractor changes, I must notify the Director of Planning prior to the project construction continuing.

 $\overline{\text{LJ}}$  I understand that all property taxes must be current and that there cannot be any current tax liens against the property or current litigation between the City of Madison and the applicant. I understand that if one of these is not true, my application will not be considered for funds.

I understand that if I am applying for a Dilapidated Structures Grant, I am required to complete the full renovation exterior of the building including paint.

<u>TJ</u> I understand that if I am applying for a Dangerous Buildings Grant, infill construction must be completed within 2 years after approved funding. Final disbursement of funds will be withheld until such time that construction is completed.

cumei	ntation Review (Completed by Planning Office)	Staff Notes
	Complete application	
<u> </u>	Photographs of Property	
$\Box$	Project Plans (If required)	
0 0	Copies of Construction Quotes	
П (	IOA application filed (If applicable)	
E F	Proof of Property Insurance	
() F	Proof of Ownership (Deed)	
0 (	Certificate of Incorporation (If required)	
;: t	Jnsafe Letter (If required)	

(812) 271-1608 rokaremodeling@gmail.com



# **Roka Remodeling**

For

Attention to: Tirrie Jenkins

**Estimate Num** 

Date

105

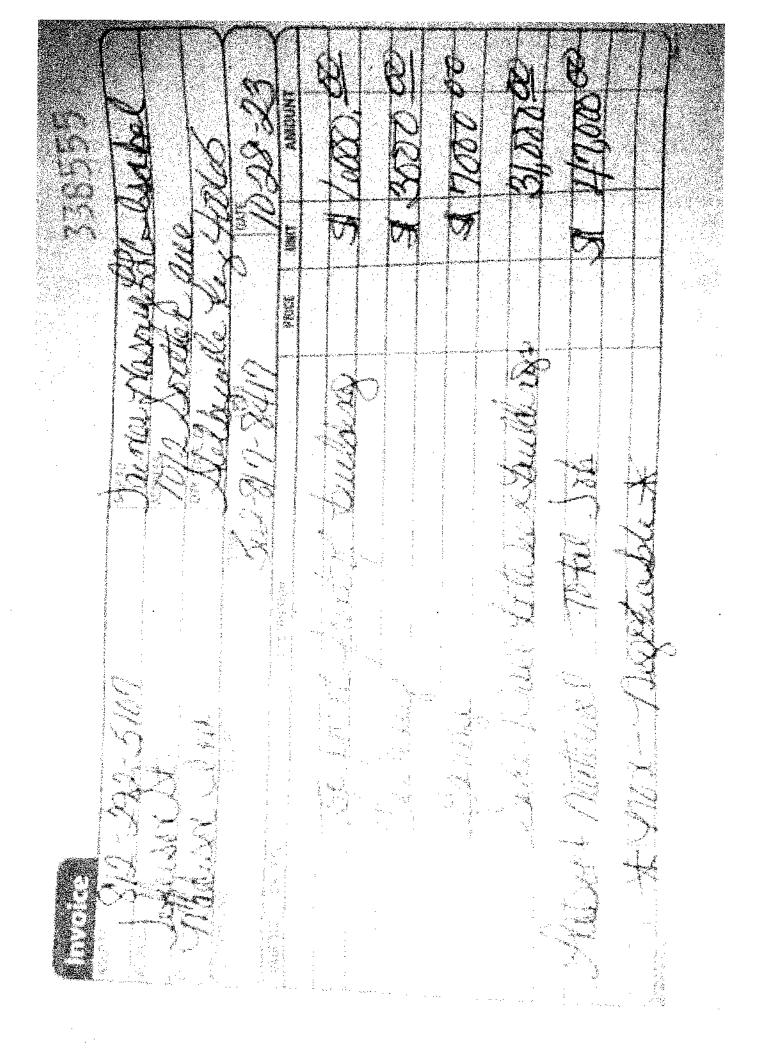
Madison Christian Health and Developmental Services, Inc.

Oct 30, 2023

2226 Logans Point Drive, Hanover, IN, 47243
For the property located at: 525 Jefferson Building

	7541-200	2 (10 min)
1	\$9,500.00	\$9,500.00
1	\$32,800.00	\$32,800.00
1	\$14,400.00	\$14,400.00
1	\$28,300.00	\$28,300.00
1	\$32,450.00	\$32,450.00
1	\$0.00	. \$0.00
1	\$0.00	\$0.00
1	\$44,300.00	\$44,300.00
1	\$19,500.00	\$19,500.00
1	\$36,000.00	\$36,000.00
1	\$28,000.00	\$28,000.00
1	\$8,600.00	\$8,600.00
1	\$0.00	\$0.00
1	\$14,850.00	\$14,850.00
1	\$0.00	\$0.00
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 \$32,800.00  1 \$14,400.00  1 \$28,300.00  1 \$32,450.00  1 \$0.00  1 \$0.00  1 \$44,300.00  1 \$36,000.00  1 \$28,000.00  1 \$8,600.00  1 \$8,600.00  1 \$0.00  1 \$14,850.00

* New kitchen for main floor and new kitchen for second floor. Price pending	1	\$0.00	\$0.00
* New HVAC price pending	1	\$0.00	\$0.00
* Roof is pending for inspection, price pending	1	\$0.00	\$0.00
* Indicates non-taxable item			
This estimate is for the work that will be done at the property on 525 Jefferson St. Madison, Indiana. This Project is including labor and standard materials	Subtota	<b>.</b> {	\$268,700.00
	Tax (7%	)	\$0.00
Thank you for your business.	Tota	il	\$268,700.00
	Balance Due	\$26	8,700.00



# $^{The}$ HENDERSON GROUP Enterprises, LLC

364 North 41st Street Louisville, KY 40212

502-774-4663 Business 502-772-3971 Fax

Commercial & Residential Construction / Remodeling

## COST BREAKDOWN SHEET

Property Location: 524 Jefferson Street

Madison, IN 47250

Construction Clean-up	\$ 3,500.00
Demo / Debris Removal	25,000.00
Framing	30,000.00 (Rough Carpentry)
Interior Paint	8,250.00
Exterior Painting	10,000.00
Flooring	17,800.00
Ceramic Tile	3,100.00
HVAC	36,000.00
Plumbing	31,900.00
Electrical	19,500.00
Cabinets/Countertop/Vanities	18,000.00
Subflooring	3,840.00
Drywall	22,338.00
Gutters	1,920.00
Doors/Locksets	5,100.00
Carpentry	10,200.00 (Finish Carpentry)
Masonry	47,000.00
Windows	7,990.00
Roof	13,050.00
Insulation	7,600.00

\$ 322,088,.00

TOTAL

"====== STRUCTURAL ENGINEER ======\*

Page 1 **S - 4 6 1 6** Invoice: \$350 PAID

# TANNJENK@GMAIL.COM (TIRRIE JENKINS) 524 JEFFERSON AVE

MADISON, INDIANA

1-17-23



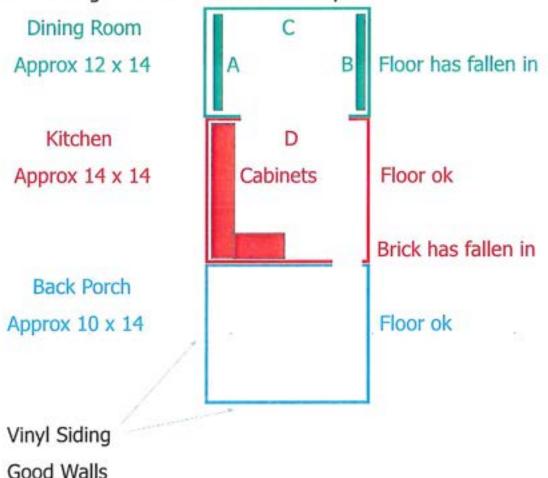
BOBMALCOMB1@GMAIL.COM PE60020677 4134 QUICK CREEK RD DEPUTY, IN 47230 812-595-3003

# RENNOVATION OF HOME; DOWNTOWN MADISON

## PAGE 2

## SUMMARY

The area of concern for this home is the Back Porch, Kitchen and the Dining Room. This area is 1 story.



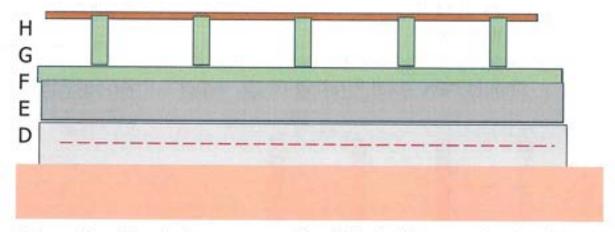
## Procedure:

Step 1: Secure ceiling along right side with 2x4 (2) posts screwed Together to hold up ceiling.

Step 2: Remove Bricks on the right wall.

# Step 3: Removed fallen floor. (Page 3)

Step 4: Build foundation A and B.



The soil on the bottom can not be "fill dirt". It must be hard Pan or compacted with sledge hammer.

D is concrete footing. 8"x 8" wide with (2) 1/2" rebar in Ctr.

E Cement in, concrete blocks or half-blocks (needed height).

F is pressure treated 1x6 deck board, anchor bolted.

G use pressure treated 2x8 joists full width of room on 16" Ctr. Don't forget to put on the outer end joist (perpendicular).

# (Is 2x8 size ok?)

Force = 1.25' x 14' x 40 Lb/Ft2 = 700# Inertia 2x8 = 47.6 Floor

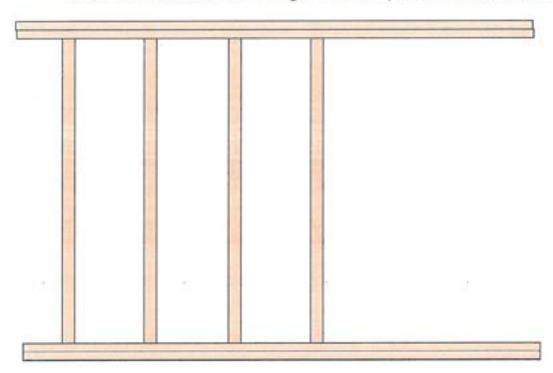
Joist Stress = Force x length x height / 16 / Inertia = 1140 Psi (less than wood strength of 1200 Psi, so ok)

H Use 3/4" osb subflooring (glue down and screw)

(Page 4)

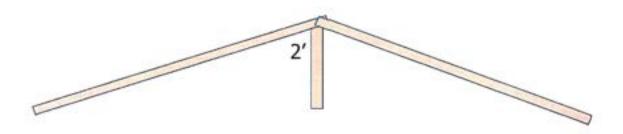
Step 5: Make sure floors at C and D are level and supported Underneath.

Step 6: Build walls above foundation A and B. Walls Should have total R rating of 19. Vapor barrier outside



Step 7: Look at roof. If roof slope is too low, the sun will crack The tar and it will leak.

Step 8: Make a small roof truss every 2 feet. Ceiling R = 38



(Pa je 5)

Step 9: Put on corrugated metal for a 50 year roof or ½" sb And standard shingles for a 15-20 year roof.

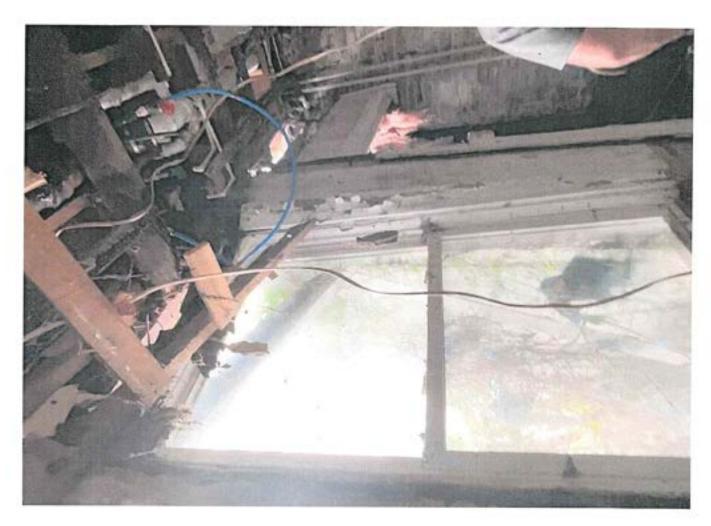
Step 10: Put drywall on the walls and ceiling. Somewhere in here put up lights and plug-ins and switches.

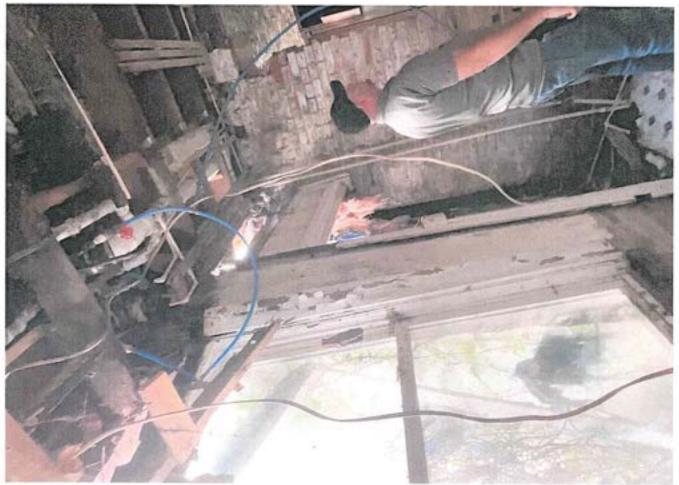
Step 11: Put up 1/2" OSB outside and vinyl siding over it.

Step 12: Paint the Walls and Ceiling.

Step 13: Put down linoleum or simulated wood flooring.

Step 14: Lastly put up an automatic back porch light outside.





03/02/2021 Date:

Employer ID number:

9019101-98

Person to contact:

1D number: 31954 Name: Customer Service

Telephone: (\$78) :9norigalaT

Accounting period ending:

December 31

Public charity status:

(iv)(A)(f)(d)07f

Form 990 / 990-EZ / 990-N required:

Effective date of exemption:

Contribution deductibility: October 28, 2020

ON seilqqs mubnebbA

26053744001180 DI'N' Dear Applicant:

HANOVER, IN 47243

Cincinnati, OH 45201

Internal Revenue Service

Department of the Treasury

P.O. Box 2508

5550 2 FOCANS POINT DRIVE

DEVELOPMENT SERVICES INC

MADISON CHRISTIAN HEALTH AND

Tax Exempt and Government Entities

letter could help resolve questions on your exempt status. Please keep it for your records. qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also Ve're pleased to tell you we determined you're exempt from tederal income tax under Internal Revenue Code

foundations. We determined you're a public charity under the IRC Section listed at the top of this letter. Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private

status will be automatically revoked: 900-N, the e-Posteard). If you don't file a required return or notice for three consecutive years, your exempt you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of

Charities, which describes your recordkeeping, reporting, and disclosure requirements, Forter "4221-PC" in the search bar to view Publication 4221-PC. Compliance Guide for 501(c)(3) Public For important information about your responsibilities as a tax-exempt organization, go to www its. govicharites

Sincerelly,

Applea a- market

Rulings and Agreements Director, Exempt Organizations Stephen A. Martin



















# Unsafe Structure Notice of Violation

Issued to: Madison Christian Health and Development

2226 S Logan Point Drive

Hanover, IN 47243

Project Location: 524 JEFFERSON ST, MADISON IN 47250

Parcel ID: 39-13-02-122-013.000-007

Unsafe Building Chapter 154.03:

Structure Type: Primary Residential Structure

The intent of this letter is to state that I, Landon Ralston (City of Madison Building Inspector) completed an inspection on the property at 524 JEFFERSON ST. Said inspection was completed on September 20, 2022, to verify the location, external, and Internal condition of the building in disrepair.

Date Issued: April 5, 2023

Based upon the inspection and the observations made, the following violations were found:

(A) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

(B) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(C) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(D) Whenever any portion or member or appurtenance thereof likely to fail, or to become detached or dislodged, or to collapse and hereby injure persons or damage property.

(E) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the work stresses permitted in the Building Code for such buildings.

(F) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

(G) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement, or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay, or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.

(H) Whenever, for any reason, the building or structure, or portion thereof, is manifestly unsafe for the purpose for which it is being used.

(I) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

	ructure, exclusive of the foundation, shows 33 percent or more dam 50 percent damage or deterioration of its nonsupporting members	
	ructure has been so damaged by fire, wind, earthquake or flood, or ractive nuisance to children; or freely accessible to persons for the	
	ructure has been constructed, exists or is maintained in violation of ng or structure provided by the building regulations of this city, or of , location or structure of buildings.	
has in any nonsupporting part, men	tructure which, whether or not erected in accordance with all applic nber or portion less than 50 percent, or in any fire-resisting qualities cteristics required by law in the case of a newly constructed building	of characteristics, or
dilapidation, decay, damage, faulty	cture, used or intended to be used for dwelling purposes, because construction or arrangement, inadequate light, air or sanitation facil tary, unfit for human habitation or in such a condition that is likely to	ities, or otherwise, is
	tructure, because of obsolescence, dilapidated condition, deteriorat construction, faulty electric wiring, gas connections or heating appaazard.	
	building or structure remains on a site after the demolition or destruor structure is abandoned for a period in excess of six months so as ance or hazard to the public.	
This letter serves as a notice of viol	ation and order to abate the structure. The City of Madison is order	ing the following action:
	unsafe building to bring it into compliance with standa quired for human habitation, occupancy, or use	ards for building
completed within 60 Days from whe	owners toward keeping our community safe for all residents. The a on the notice of the order was issued. If the abatement action is not ay take necessary legal steps to bring the property into compliance	taken within the time frame
Issued By:		
Landon Ralston, Building Inspector		
City of Madison, Indiana		
812-265-8324	101 W Main Street, Madison IN 47250	madison-in.go

## POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

Dwelling Basic policy Change



Premium Summary Dwelling #1: \$972.00 **524 JEFFERSON ST** MADISON IN 47250 Dwelling #2: \$613.00 524 JEFFERSON ST MADISON IN 47250 Policy Coverages \$0.00 Additional Costs \$0.00

Total Policy Premium \$1.685.00

Note: a minimum earned premium of \$100.00 applies to this policy.

Policy Discounts

Claims Free Discount

Policy Summary

Policy Number:

100-346-781

Policy Period:

05/29/2023 to 05/29/2024 12:01 A.M. Standard Time

Named Insured(s):

MADISON CHRISTIAN HEALTH AND DEVELOPMENTAL

SERVICES INC. PO BOX 665

HANOVER IN 47243-0665

Contracted Agency:

ARLINGTON/ROE & CO INC - #556001

8888 KEYSTONE CROSSING

**STE 900** 

INDIANAPOLIS IN 46240

Your Agent:

STAHL INSURANCE GROUP INC - #803893

PO BOX 327

SEYMOUR IN 47274

Additional Named Insureds and Designees

Name:

TIRRIE JENKINS

Relationship to Primary Named Insured:

Other

Address:

2226 S LOGANS POINT DR, HANOVER IN 47243-9076

Description of Interest:

DESIGNEE

Dwelling #1: 524 JEFFERSON ST, MADISON IN 47250

Occupancy:

Vacant

Residence Type:

4 Family Residence

Construction Type: Brick/Masonry

Year Built: 1900

Protection Class Code: Territory:

\$655.00

Coverage Detail

Coverage Limit / Description Premium

Dwelling (Fire & Extended Coverage)

Limit

60,000

Loss Settlement

Actual Cash Value

Roof Loss Settlement Option

Actual Cash Value

All Other Peril Deductible

2,500

Other Structures

6,000

Included

Loss Settlement

Actual Cash Value

Roof Loss Settlement Option

Actual Cash Value

Premises Liability

500,000

\$237.00

Medical Payments

1,000 Per person/25,000 Per occurrence

\$5.00

Transaction Effective Date: 11/13/2023

DW-CW-D-0001 (01-15)

Page 01 of 04

Recording prepared by: CHRIST TEMPLE COMMUNITY CHURCH OF MADISON, INC 420 E 1ST ST MADISON, IN 47250

When recorded return to: MADISON CHRISTIAN HEALTH AND DEVELOPMENTAL SERVICES, INC 2226 S LOGANS POINT DR HANOVER, IN 47243

Mail tax statements to:
MADISON CHRISTIAN HEALTH AND
DEVELOPMENTAL SERVICES, INC.
2226 S LOGANS POINT DR
HANOVER, INDIANA 47243

For prior Deed see: recorded File No. 2010-03105

Tax parcel no: 39-13-02-122-014.000-007

State of Indiana

Rev. 13462FE

## WARRANTY DEED

This General Warranty Deed is made effective this \_\_\_\_\_day of \_\_\_\_\_, 2021 (the "Effective Date") between CHRIST TEMPLE COMMUNITY CHURCH OF MADISON, INC. ("Grantor") of Jefferson County in the state of Indiana, a business whose mailing address is P.O. BOX 37, MADISON, IN 47250, and MADISON CHRISTIAN HEALTH AND DEVELOPMENTAL SERVICES, INC. ("Grantee"), a not-for-profit organization under IRC 501(c)(3) in Jefferson County, in the state of Indiana whose mailing address is 2226 S LOGANS POINT DR, HANOVER, IN 47243.

WITNESSETH, that Grantor, for and in consideration of the sum of \$1.00 USD and for other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, sell, alien, demise, release, convey and confirm unto the Grantee the real property (the "Property") located at 524 Jefferson Street, in Jefferson County, Madison, IN 47250, and more particularly described as follows: A part of Lot No. 4, Old Town, now City of Madison, to-wit: Beginning on the east boundary line of Jefferson Street in the center of the partition wall herein conveyed, which point is 22 feet, more or less, south of the northwest corner of said Lot No. 4, formed by the intersection of the east line of Jefferson Street with the south line of Fourth Street; thence south with the east boundary line of Jefferson Street 21 1/3 feet ore or less to the center of the partition wall between the property herein conveyed and the said property; thence east along and with the middle line of said partition wall and the continuing eastwardly 168 feet to an alley; thence north with the line of said alley 21 1/3 feet, more or less, to the southeast corner of said property; thence west with south boundary line and along and with the center of said partition wall 168 feet to the place of beginning: 011-03781-00 20 BY 168 FT LOT O T 11-127-25 524 JEFFERSON STREET, MADISON, INDIANA 47250 Being and intended to be the same real estate conveyed to Christ Temple Community Church of Madison, Inc. by a Warranty Deed. The purpose of this Deed is to transfer the above-described real estate into the ownership of Madison Christian Health and Developmental Services, Inc.

TO HAVE AND TO HOLD unto said Grantee and its successors and assigns, forever. Grantor hereby warrants that the Property is lawfully seized in fee simple; that Grantor has the legal right to convey the Property; and that the Property is free from all encumbrances except as otherwise stated above. Grantor and its heirs, executors, and administrators hereby warrant and bind themselves to forever defend the Property unto the said Grantee and its heirs and assigns, against all adverse claims to the title to the Property or any part thereof. The address of said Property is 420 E. First Street, Madison, Indiana 47243.

Brenette Jenkins, as authorized Board member of Christ Temple Community Church of Madison, Inc, has been duly authorized by resolution to execute this Deed. This conveyance is made expressly subject to the deeds of trust, mortgages, conditions, restrictions, rights of way, easements, and other instruments of record, insofar as they may lawfully affect the Property.

	EXECUT	ED thisd	ay of	, 2022
	CHRIST TEMPLE COMMUNITY CHURCH OF MADISON, INC.			BRENETTE JENKINS Authorized Member, Board of Directors
	Grantor Name	Representa	tive Signature	Representative Name and Title
	MADISON CHRISTIAN HEALTH AND DEVELOPMENTAL SERVICES, INC.			TIRRIE ANN JENKINS President, Board of Directors
	Grantee Name	Representa	tive Signature	Representative Name and Title
Cour The 1 2022 perso	e of Indiana )  Inty of Jefferson )  If oregoing instrument was acknow, by the undersigned, CHRIST in all y known to me or satisfactor instrument.	EMPLE COMM	<b>JUNITY CHURCH</b>	
Sign	ature			
Nata	ry Public			
	commission Expires:			
viy C	CHITHOSIOH EXPITES.			

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## **GENERAL INSTRUCTIONS**

#### WHAT IS A WARRANTY DEED?

A Warranty Deed is a legal document that promises the Grantor or Seller has the right to transfer a piece of real property (i.e. land, home, or building) to the Grantee or Buyer. Each state has different types of warranty deeds depending on the type of warranty and title protection being given to the buyer.

A Warranty Deed protects the buyer against any title defects that may have occurred when property changed into the current owner's hands. The primary difference is the amount of protection and the period of time covered.

### **COMMON SITUATIONS**

Warranty Deeds are most commonly used for real estate sales of either residential or commercial property. Unlike a Quit Claim Deed used between family members who know one another, Warranty Deeds are used when the Buyer does not know the Seller but wants a minimum level of protection or guarantees about the property they are purchasing. The Warranty Deed gives the Buyer some protection against fraud or future problems.

#### WHEN IS IT NEEDED?

If you want the following six protections or "covenants", you should execute a General Warranty Deed or Special Warranty Deed.

#### Present Covenants

- Covenant of Seisin: Seller promises that the deed describes the land being transferred
- Covenant of the Right to Convey: Sellers promises that they have the legal authority to transfer the property to the Buyer
- Covenant against Encumbrances: Seller promises that there are no hidden on undisclosed mortgages, covenants, or easements that would burden the property or lower its value

#### Future Covenants

- Covenant of Quiet Enjoyment: Seller promises to defend against any future challenges to the Buyer's title to the property
- Covenant of Warranty: Seller promises to defend against any future encroachment challenges to the Buyer's property
- Covenant of Further Assurances: Seller promises to fix future problems with the title

### WHAT IS INCLUDED?

- **Grantor:** this is the individual(s) or corporation who currently owns the property
- **Grantee:** this is the individual(s) or corporation who will be the new owner
- Mailing Addresses: physical addresses, not P.O. boxes, of both parties
- Consideration: this is the amount of money that will be given for the property, if any
- Legal Description: usually located on your property deed, the legal description helps everyone identify which piece of property is being transferred
- Parcel Number: this number is usually listed on the property's tax statement but if you have trouble locating the parcel number, you can also call or visit the city, county, or court office where the property taxes are paid for more information
- Witnesses: some states require that witnesses watch the owner sign the deed
- **Notary:** the personal transferring the property needs to take the deed to a notary public who will verify that the signature on the deed is authentic