



MADISON *Indiana*

Board of Public Works and Safety Agenda

MEETING DATE: Monday, November 4, 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
 - General
 - Payroll
- D. Adjustments
- E. New business
 - MPD SOPs #2a, 2b, and 2c
 - MPD Master Services Agreement with Lexipol
 - PACE Finals: 707 Walnut St., 119 East St.
- F. Staff Reports
 - Mindy McGee Main Street Corridor Resurfacing Project
 - Bryan Shaw Excavation Update
- G. Unfinished business
- H. Mayor's comments
- I. Public comments
- J. Next Meeting: Monday, November 18, 2024
- K. Motion to adjourn.

City of Madison acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990.

To assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to County sponsored public programs, services and/or meetings, the City requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To plan, contact ADA Coordinator at 812-265-8300.



MADISON *Indiana*

Board of Public Works and Safety Minutes

MEETING DATE: October 21, 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: Eaglin moved to approve the October 7, 2024, minutes, seconded by Carlow. 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:

SRF Disbursement Request #L-4, L-5, and L-6, Change Order #4 – Utilities Superintendent

Brian Jackson: SRF Request No. L-4 pertains to an invoice from SIRPC dated October 7, 2024, for \$8,250.00. This invoice covers Labor Standard Services provided for the Water Project, and the SRF Disbursement amount for L-4 is \$8,250.00. SRF Request No. L-5 includes an invoice from Commonwealth Engineers dated September 30, 2024. The invoice (No. 60872) for \$240.57 is for American Iron and Steel Compliance Fees, with the SRF Disbursement amount rounded to \$241.00. SRF Request No. L-6 is from Dave O'Mara Contracting for work on the Water Treatment Plants, Division "A," dated October 14, 2024. The total invoice amount is \$210,985.50, with a retainage of \$10,549.28, leaving \$200,436.22 as the amount due. The SRF Disbursement amount for L-6 is \$200,436.00. Additionally, Change Order No. 4 for Division "A" by Dave O'Mara Contracting includes the following adjustments for the West End Booster Station No. 3: Transformer & Circuit Panel: \$3,328.62, Soft Starts Grounding: \$7,584.15, Pipe Grounding: \$3,442.03, Reconfigured Angled Control Valves: \$10,229.71, and Angled Check Valve Installation (Credit): \$(12,095.52). The total increase from Change Order No. 4 amounts to \$12,488.99. **Motion:** Courtney motioned to approve SRF Disbursement Request #L-4, L-5, and L-6, seconded by Carlow. All in favor, motion carried (3-0).

Motion: Courtney motioned to approve Change Order #4, seconded by Eaglin. All in favor, motion carried (3-0).

Resolution 2024-51B: Street Closure for MadHop Music Festival: Tony Novello, on behalf of the MadHop Music Festival committee, has requested a street closure to support the MadHop Music Festival happening from Friday, November 1, through Saturday, November 2, 2024. Mulberry Street from Main Street to Third Street shall be closed starting at 6:00 p.m. on Friday and lasting until 10:00 p.m. on Saturday. **Motion:** Courtney made a motion to approve Resolution 2024-51B, seconded by Eaglin. All in favor, motion carried (3-0).

Resolution 2024-52B: Hope Valley Church Trunk or Treat: Patty Mahoney, representing Hope Valley Church, has requested a street closure for the church's Trunk or Treat event for kids on Thursday, October 31, 2024. Poplar Street, between Main Street and the alley north of the church, shall be closed from 4:00 p.m. to 9:00 p.m. on October 31. **Motion:** Eaglin made a motion to approve Resolution 2024-52B, seconded by Courtney. All in favor, motion carried (3-0).

PACE Extension: 108 E 3rd St. – Director of Planning Nicole Schell: William Barnes has requested an extension for 30 days on the PACE Grant for 108 E 3rd St. The new deadline is November 16, 2024. The grant money they were approved for was \$7,500.00. 707 Walnut St. has requested an extension of one month on their PACE Grant. The new deadline is November 17, 2024. The grant money they were approved for was \$7,500.00. **Motion:** Courtney moved to approve the PACE Extensions, seconded by Eaglin. All in favor, motion carried (3-0).

PACE Finals: 824 W Third St. – Director of Planning Nicole Schell: 824 W Third St. completed work on a Rehabilitation Grant. Work included doors, windows, and painting on both the primary home and the carriage house. They are asking for the full disbursement of \$7,500.00. **Motion:** Courtney moved to approve the PACE Final, seconded by Carlow. All in favor, motion carried (3-0).

Street Department Update – Director of Streets, Facilities, & Solid Waste – Chris Hale: Chris informed the board and the public about several topics, including the rollout of new trash cans, the process for trading in and disposing of old trash cans, the start date for leaf pickup, and the retirement of Street Superintendent Tony Sorrells.

Mayor's comments: Many events occur in the fall, leading to increased traffic. Community members should stay safe during these times. The City of Madison Harvest Festival will be on Saturday, October 26, 2024. Mayor Courtney expressed his gratitude for Tony Sorrell's service to the city.

Public comment: Robert Lofton, 313 Hendricks Street, asked for an update on the neighboring property of 307 Hendricks Street. Mayor Courtney indicated he would make sure the city followed up with his concerns.

Lisa Ferguson, East 2nd Street, again, addressed concerns over traffic safety on Vaughn Drive Mayor Courtney agreed with the safety issues on Vaughn and indicated that the BPWS and city staff are addressing them with plans for improved stop signs and crosswalks.

Next meeting: Monday, November 4, 2024, at 11:30 AM.

Adjourn: Carlow moved to adjourn, seconded by Eaglin. All in favor, motion carried (3-0).

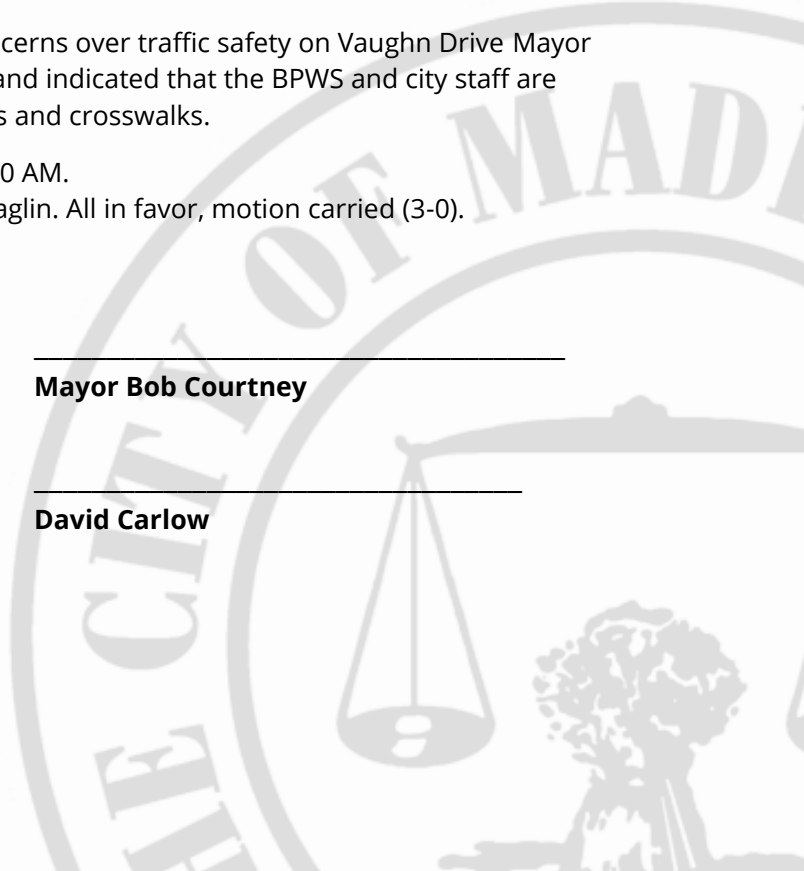
Attested:


Shirley Rynearson, Clerk-Treasurer

Karl Eaglin

Mayor Bob Courtney

David Carlow



	LETB UNIFORM STATEWIDE POLICY	Agency Policy/General Order Number: SOP-002(a)
	Subject: Deadly Force	
	Effective: July 1, 2024	Revised: October 23, 2023

I. PURPOSE

In accordance with IC 5-2-1-1, the Law Enforcement Training Board hereby establishes this consistent and uniform statewide deadly force policy in order to ensure the public safety and general welfare of the people of the state of Indiana and to promote equity for all segments of society. This policy may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

II. POLICY

It is the policy of the LETB to value and preserve the sanctity of human life. Law enforcement officers shall only use force, non-deadly or deadly, in compliance with the law, this policy, and the Board established training program to further an enforcement action. Officers shall use only the force that is objectively reasonable, while protecting the safety of officers and others. Officers shall use only the level of force which a reasonably prudent officer would use under the same or similar circumstances.

III. DEFINITIONS

The following definitions correspond to terminology used within this policy and the statewide training program:

- A. **CHOKEHOLD (IC 35-41-3-3)** – Applying pressure to the throat or neck of another person in a manner intended to obstruct the airway of the other person.
- B. **DEADLY FORCE (IC 35-31.5-2-85)** – Force which creates a substantial risk of serious bodily injury.
- C. **DEADLY WEAPON (IC 35-31.5-2-86)** – Means the following:
 - 1. A loaded or unloaded firearm.
 - 2. A destructive device, weapon, device, taser (as defined in IC 35-47-8-3) or electronic stun weapon (as defined in IC 35-47-8-1), equipment, chemical

substance, or other material that in the manner it is used; could ordinarily be used; is intended to be used; is readily capable of causing serious bodily injury.

3. An animal (as defined in IC 35-46-3-3) which is readily capable of causing serious bodily injury, and which is used in the commission or attempted commission of a crime.
4. A biological disease, virus or organism which is capable of causing serious bodily injury.
5. The term does not include:
 - a. a taser (as defined in IC 35-47-8-3);
 - b. an electronic stun weapon (as defined in IC 35-47-8-1);
 - c. a chemical designed to temporarily incapacitate a person; or
 - d. another device designed to temporarily incapacitate a person;

if the device described in subdivisions (a) through (d) is used by a law enforcement officer who has been trained in the use of the device and who uses the device in accordance with the law enforcement officer's training and while lawfully engaged in the execution of official duties.

- D. DE-ESCALATION – Actions taken in an attempt to stabilize the situation in an effort to reduce or eliminate the necessity of using force against subjects.
- E. FORCIBLE FELONY - a felony that involves the use or threat of force against a human being in which there is imminent danger of serious bodily injury to a human being.
- F. RESISTANCE –
 1. PASSIVE RESISTANCE - a non-forcible act that is intended to impede, hinder, or delay complying with a lawful order or effecting an arrest (e.g., “going limp,” “dead weight,” ignoring a lawful command, or holding on to something while disobeying verbal orders to release, wherein no force is directed toward the officer).
 2. ACTIVE RESISTANCE – a physical action(s) that prevent(s) an officer from being able to lawfully exercise their duties (e.g., subject walking away after being told to stop, subject fleeing from arrest, or subject tensing/pulling away/breaking officer’s grip involving force demonstrated by the individual’s use of power, strength, or violence directed at or against

the officer).

Passive resistance may turn into active resistance. For example, holding onto a steering wheel is passive resistance; however, if an officer attempts to remove the hands and the subject reacts by tensing or pulling away using power, strength, or violence, then this becomes active resistance.

3. **FORCIBLE RESISTANCE** - the use or imminent use of force (non-deadly or deadly) directed toward an officer which interferes with the law enforcement officer's rightful exercise of their duties (e.g., hitting, punching, use of instruments or weapons).

G. **SERIOUS BODILY INJURY (IC 35-31.5-2-292)** – Impairment of physical condition which creates a substantial risk of death or causes serious permanent disfigurement, unconsciousness, extreme pain, permanent or protracted loss or impairment of the function of a bodily member or organ, or loss of a fetus.

IV. PROCEDURE

- A. De-escalation: an officer shall attempt to engage in de-escalation prior to using force when safe and feasible to do so.
- B. Officers shall only use police vehicles as a weapon in situations where deadly force is allowed by law.

However, use of a precision immobilization technique (PIT) maneuver, when used in accordance with agency, department or office training guidelines, is not considered deadly force.

C. Officers shall not:

1. Discharge any warning shot. The objectively reasonable discharge of a firearm in the direction of an individual, against whom deadly force is allowed by law, with the intent to assist an officer or third-party who is in imminent danger, is not considered a warning shot;
2. Discharge a firearm at or from a vehicle except in situations where deadly force is allowed by law;
3. Use force against a person who is merely verbally abusive; or
4. Use a chokehold except in situations where deadly force is allowed by law.

D. Use of Force:

1. A law enforcement officer is justified in using reasonable force if the officer reasonably believes that the force is necessary to enforce a criminal law or to effect a lawful arrest.
2. A law enforcement officer is justified in using reasonable force against any other person to protect the person or a third person from what the officer reasonably believes to be the imminent use of unlawful force.
3. A law enforcement officer is justified in using deadly force if the officer has probable cause to believe that deadly force is necessary to prevent the imminent threat of serious bodily injury to the officer or a third person or the commission of a forcible felony.
4. A law enforcement officer who has an arrested person in custody is justified in using the same force to prevent the escape of the arrested person from custody that the officer would be justified in using if the officer was arresting that person.
5. The use of deadly force against persons by officers relating to arrest or escape shall be restricted to the following:
 - a. The officer has probable cause to believe that the deadly force is necessary:
 - i. to prevent the commission of a forcible felony; or
 - ii. to effect an arrest of a person who the officer has probable cause to believe poses an imminent threat of serious bodily injury to the officer or a third person; and
 - iii. has given a warning, if feasible, to the person against whom the deadly force is to be used.
 - b. An officer who has an arrested person in custody is justified in using deadly force to prevent the escape of the arrested person from custody only if the officer:
 - i. Has probable cause to believe deadly force is necessary to prevent the escape from custody of a person who the officer has probable cause to believe poses an imminent threat of serious bodily injury to the officer or a third person; and
 - ii. Has given a warning, if feasible, to the person against whom the deadly force is to be used.
 - c. A guard or other official in a penal facility or a law enforcement officer is justified in using reasonable force, including deadly force, if the officer has

probable cause to believe that the force is necessary to prevent the escape of a person who is detained in the penal facility.

E. Duty to Intervene:

1. A law enforcement officer who is present and observes another officer using force that the officer has reason to know is excessive under the circumstances shall have a duty to intervene when it is safe and feasible to do so.
2. Law enforcement officers who intervene shall immediately report the incident to a supervisor or commanding officer.

F. Each law enforcement officer involved in a use of force incident shall:

1. Cease using force when the subject is properly secured, provided that the subject has stopped any active or forcible resistance; and
2. If needed, as soon as safe and practical, provide appropriate medical aid (e.g. first aid, CPR, or activation of available EMS) after any use of force.
3. Complete the appropriate report(s) and/or notifications in accordance with agency, department or office reporting policies and procedures. However, if the use of force incident involves serious bodily injury or death, the officer shall immediately notify a supervisor, or the appropriate command personnel of the agency, department or office.

V. ANNUAL TRAINING

The uniform statewide deadly force policy and corresponding training program shall be reviewed annually during the mandatory in-service training adopted by the Law Enforcement Training Board.

MADISON CITY POLICE DEPARTMENT	
SUBJECT: Use of Force Reporting Procedures	Number: SOP-002(b)
EFFECTIVE DATE: November 4 th , 2024	REVIEW DATE: November 4 th , 2024
AMENDS/SUPERSEDES: SOP-002 December 21 st , 2020	WRITTEN BY: Chief Shawn Scudder
NUMBER OF PAGES: 1	

REPORTING PROCEDURES OF USE OF FORCE INCIDENTS

A. Employees shall immediately report all instances of use of force to their supervisor.

1. Photographs shall be taken of persons who sustain injuries to include any officer who may be injured.
2. The use of force report shall be completed by the officer using force and shall be distributed to the Chief of Police and to the Defensive Tactics Instructors.
3. An officer must report to their supervisor any time an officer points a firearm at an individual, notwithstanding the fact that deadly force is not ultimately deployed. This does not include drawing a firearm and maintaining a low ready position.
4. Any employee who discharges any firearms, excluding qualifications, matches, individual target practice, training, or hunting, must submit a firearms "Shots Fired" report explaining such an incident.
5. An officer is justified in discharging his weapon to kill dangerous, sick, or injured animals when no other disposition is reasonably practicable

MADISON CITY POLICE DEPARTMENT	
SUBJECT: Approved Weapons	Number: SOP 002(c)
EFFECTIVE DATE: November 4 th , 2024	REVIEW DATE: November 4 th , 2024
AMENDS/SUPERSEDES: SOP-002 December 21 st , 2024	WRITTEN BY: Chief Shawn Scudder
NUMBER OF PAGES: 3	

F. Approved Weapons

1. Service weapon

a. Uniformed officers are authorized to carry the department issued 9mm Glock, Model 17, along with the department issued ammunition. This ammo may be changed later as new ammunition introduced may be more effective. Glock 9mm Model 17 may be equipped with a tactical light. At the officer's discretion, the tactical light may be utilized in all situations where the officer's duty weapon would be justifiably deployed.

b. All officers shall exercise reasonable caution at all times when the service weapon is drawn to protect innocent lives and property.

c. Each officer is required to qualify annually at firearms training established and recorded by the department's firearms instructors.

2. Other weapons

Officers are encouraged, but not required, with one exception, to carry a handgun off duty. An officer who elects not to carry a handgun while off duty shall not be subject to disciplinary action if an occasion should arise, in which they could have taken action if they were armed.

a. The firearms instructor(s) shall maintain a record detailing a complete description of all handguns and ammunition carried by officers when qualified.

b. The officer must demonstrate a working knowledge of the handgun and safety features to a certified firearms instructor with the department before being allowed to carry the handgun.

c. The officer must demonstrate a level of proficiency with the weapon by qualification at the firing range annually. Ammunition used for qualification shall be the same as that carried by the officer when off duty.

d. EXCEPTION: Off duty officers, while operating a department vehicle equipped for patrol duty, shall be armed with an approved weapon.

3. ALL OFFICERS SHALL QUALIFY WITH AN APPROVED AR-15, BY DEPARTMENT INSTRUCTORS.

4. USE OF OC SPRAY

a. Officers are authorized to carry non-lethal chemical agents issued by the department. The chemical agent may be carried on the officer's person and may be used in accordance with MPD training and guidelines.

b. Department issued chemical agents shall be applied as necessary to control and/or restrain unlawful behavior.

c. Chemical agents should not be deployed in the immediate vicinity of infants or the elderly.

d. Chemical agents should be used against aggressive animals in lieu of deadly force unless the officer reasonably believes deadly force is necessary to prevent serious bodily injury to himself or a third party.

e. Subjects in custody to whom a chemical agent has been applied shall be given relief from the effects as soon as the situation allows; it is imperative the subject is placed in a position, which allows unrestricted breathing.

f. Notify jail staff that a subject has been exposed to a chemical agent.

6. BATON OR FLASHLIGHT

a. A baton or flashlight may be used as a defensive weapon by a police officer to protect him/her or another person from physical harm. A blow to the head MAY NOT be utilized with a baton or flashlight unless deadly force is justified.

7. DESTRUCTION OF DANGEROUS, SICK, OR INJURED ANIMAL

- a. An officer is justified in discharging his weapon to kill dangerous, sick, or injured animals when no other disposition is reasonably practicable.



MASTER SERVICE AGREEMENT

Agency's Name: Madison Police Department (IN)
Agency's Address: 101 W Main St
Madison, Indiana 47250

Attention: Manager Jeff Rynearson

Sales Rep: Rosemarie Curran
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Madison Police Department (IN)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

11/1/2024 - 12/31/2025 (Term 1)
14 for 12 Subscription, Training, Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 15,347.00	10%	USD 1,534.70	USD 13,812.30
1	Annual Law Enforcement Supplemental Manual(s) (12 Months)	USD 1,669.00	10%	USD 166.90	USD 1,502.10
1	Annual Law Enforcement Procedures (12 Months)	USD 853.00	10%	USD 85.30	USD 767.70
	Subscription Line Items Total			USD 1,786.90	USD 16,082.10
				USD 1,786.90	USD 16,082.10
	11/1/2024 - 12/31/2025 (Term 1)14 for 12 Subscription, Training, Implementation Discount:				USD 1,786.90
	11/1/2024 - 12/31/2025 (Term 1)14 for 12 Subscription, Training, Implementation TOTAL:				USD 16,082.10

Training

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
30	PoliceOne Academy Annual Rate With OLL Services (12 Months)	USD 95.00	10%	USD 285.00	USD 2,565.00
	Subscription Line Items Total			USD 285.00	USD 2,565.00
				USD 285.00	USD 2,565.00
				Training Discount:	USD 285.00
				Training TOTAL:	USD 2,565.00

Focused Implementation - One Time Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Focused Implementation	USD 11,100.00	10%	USD 1,110.00	USD 9,990.00
	One-Time Line Items Total			USD 1,110.00	USD 9,990.00
				USD 1,110.00	USD 9,990.00
				Focused Implementation - One Time Fee Discount:	USD 1,110.00
				Focused Implementation - One Time Fee TOTAL:	USD 9,990.00

Custom Agreement Terms

Discount Notes

Bundled Discount

Annual Subscription Term One is 14 months for price of 12 months: Term 1 begins 11/1/2024 and ends 12/31/2025. Each 12-month term thereafter shall commence every January 1st.

Notes

Implementation Notes: No extraction quoted; starting with Lexipol' s content

Invoicing schedule: 100% at contract execution

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



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 paid invoices and receipts must also be submitted. If a Midpoint Report was submitted, only paid invoices and receipts after that report are required to be submitted with this form.

APPLICANT INFORMATION

Date: 28 October 2024
 Property Owner Name: Cornerstone Society, Inc.
 Mailing Street Address: PO Box 92
 City: Madison State: IN Zip: 47250
 Phone (Preferred): 812-265-3714 Phone (Alternate): _____
 Email: LinkLudington@gmail.com

PROJECT INFORMATION

Street Address: 707 Walnut Street
 Total Cost of Project (include all costs to complete the entire project): \$87,264.00
 Estimated Date of Completion of Work: October 2024
 Hilltop Downtown

GRANT INFORMATION

Rehabilitation (Downtown) Grant Curb Appeal (Hilltop) Grant Dilapidated Structures Grant Dangerous Buildings Grant
 Total Amount of Grant Awarded (can be obtained from the office): \$25,000.00
 Was a midpoint report submitted for this project? Yes No

DESCRIPTION OF THE PROJECT

Please describe the project elements that have been completed. If a midpoint report was submitted, only include the list of project elements completed since that report was submitted.

Repair, reconstruction, and restoration of east, north, and west elevations.

Additional pages are attached.



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 Cost	Amount of Grant Funds (50% max)
	SAMPLE: Lumber and supplies per sales ad from Lowe's	\$1,076	\$538.00
1	Rehabilitation labor	\$55,700.00	
2	Materials, supplies, services	31,564.00	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	Totals	\$87,264.00	\$25,000.00

Additional pages are attached.

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

R. Rudenraff

28 October 2024

Applicant(s) Signature

Date

Receipt

Dennis Webster
309 E 3rd St
Madison Indiana 47250
Phone: 8128019547
properrestorationsllc@gmail.com

Cornerstone Society Inc.
Link Ludington
707 Walnut St.
Madison Indiana 47250

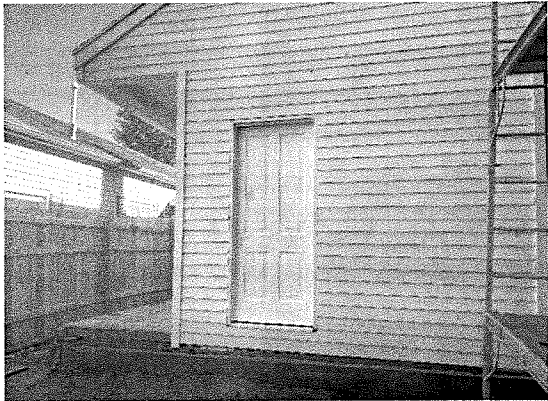
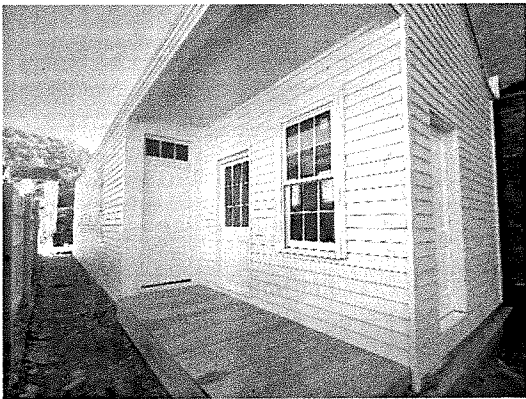
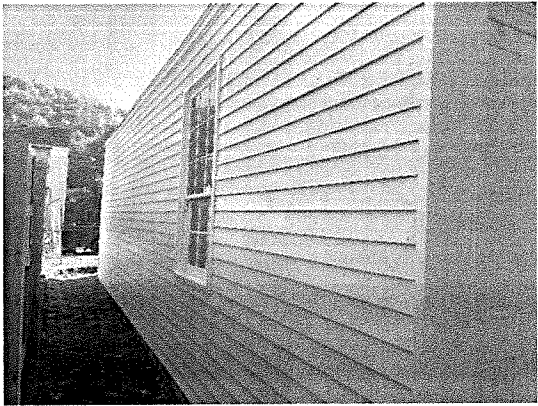
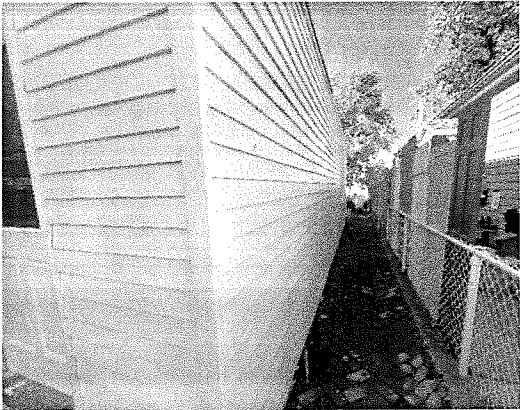
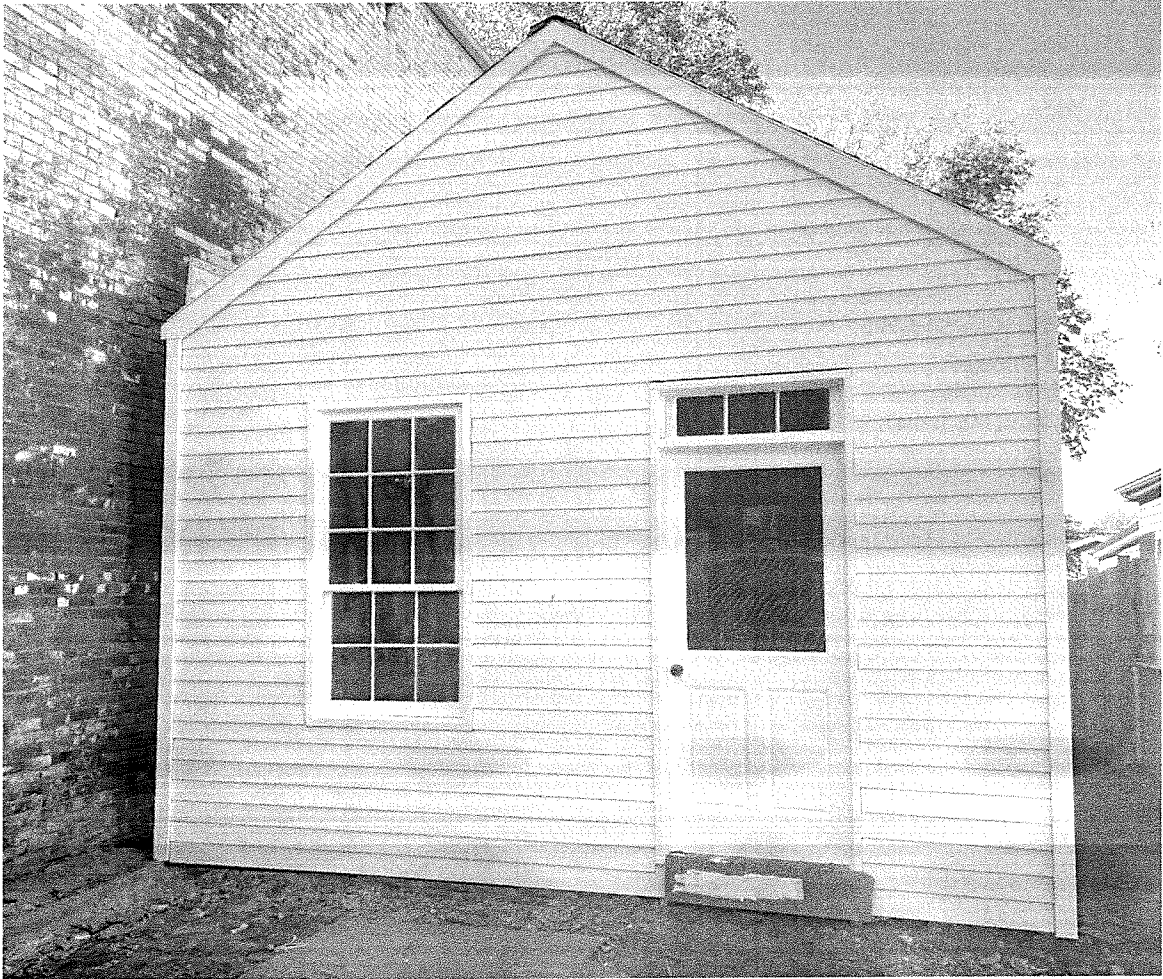
Customer number	Invoice number	Page	Invoice date	Due date
1066	1168	1 / 1	10/27/2024	10/27/2024

Item	Quantity	Price	Sales tax	Total
Rehabilitation	1	55,700.00		55,700.00
Material	1	31,564.00		31,564.00
No Sales Tax: 87,264.00 x 0% = 0.00				
10/27/2024 Payment: \$87,264.00				(87,264.00)



Thank you for your payment

Total ex. tax	\$87,264.00
No Sales Tax	\$0.00
Total	\$87,264.00
Paid amount	\$87,264.00
Outstanding amount	\$0.00





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: 10/25/24

Property Owner Name: Ken & Linda Pettit

Mailing Street Address: 119 East St

City: Madison

State: IN

Zip: 47250

Phone (Preferred): 812-525-8464

Phone (Alternate): 812-274-2712

Email: kpettit@cinergymetro.net

PROJECT INFORMATION

Street Address: 119 East St

Total Cost of Project (include all costs to complete the entire project): \$14,380.79

Estimated Date of Completion of Work: 10/2/24

Hilltop

Downtown

GRANT INFORMATION

Rehabilitation
(Downtown) Grant

Curb Appeal
(Hilltop) Grant

Dilapidated
Structures Grant

Dangerous
Buildings Grant

Total Amount of Grant Awarded (can be obtained from the office): \$7,190.40

Was a midpoint report submitted for this project?

Yes

No

DESCRIPTION OF THE PROJECT

Please describe the project elements that have been completed. If a midpoint report was submitted, only include the list of project elements completed since that report was submitted.

Restoration repair of 6 existing wood windows and 6 Allied storm windows installed

~~5 pairs of wooden shutters restoration repair / re-installed~~

Additional pages are attached.



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	Repair/Paint 6 existing wood windows		
2	6 Allied storm windows installed (Glass Unlimited)	\$9,488.79	\$4744.40
3			
4	5 pairs wooden shutters repaired/re-installed (Glass Unlimited)	\$4,892.00	\$2,446.00
5			
6			
7			
8			
9			
10			
11			
12			
	Totals	\$14,380.79	\$7,190.40

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

10/25/24
Date

GLASS UNLIMITED

807 Lanier Drive
Madison, IN 47250
(812) 273-3622
sales@guimadison.com

INVOICE

BILL TO
Ken Pettit
119 East St
Madison, In 47250

SHIP TO
Ken Pettit
119 East St
Madison, In 47250

INVOICE 23-416F
DATE 06/13/2024
TERMS Due on receipt
DUE DATE 06/13/2024

WORK ORDER
23-416

DESCRIPTION

Materials and labor to supply and install (6) Allied window storm windows. (4) to be HOL-B. Consisting of top fixed panels, bottom inside removable panels, and interchangeable screens with charcoal fiberglass screening. (2) to be AOL-C consisting of top and bottom outside removable panels with invisible clips. All screens to be a custom color. (Sample provided by customer)
To preform:

Repair and paint on (6) existing wood windows. This will consist of the removal of existing shutter removal, cutting all windows loose, scraping, putty repairs (as needed), rope and coil repair/replacement (as needed), and painting windows with customer specified paint color. Price includes all labor, necessary fasteners, putty, miscellaneous parts, and the proper disposal of debris.

50% of Total Value Due

Thank you for your business!

SUBTOTAL	6,606.81
TAX	381.98
TOTAL	6,988.79
BALANCE DUE	\$6,988.79

Estimate Summary

Estimate 23-416	9,488.79
Invoice 23-416	2,500.00
This invoice 23-416F	\$6,988.79
Total invoiced	9,488.79

GLASS UNLIMITED

807 Lanier Drive
Madison, IN 47250
(812) 273-3622
sales@guimadison.com

INVOICE

BILL TO
Ken Pettit
119 East Street
Madison, IN 47250

SHIP TO
Ken Pettit
119 East Street
Madison, IN 47250

INVOICE CC 10-22-25
DATE 09/16/2024
TERMS Due on receipt
DUE DATE 09/16/2024

DESCRIPTION

Materials and labor to remove:
-(5) pair of wooden shutters;
-Rebuild shutters replacing all deteriorated wood & removing existing paint
-Replacement wood to be Redwood or Cedar
-Prime and paint shutters with S.W. Super Paint
-Supply and install new shutter hinges
-Re-install shutters after completion \$1067.29

Labor \$3750

Price includes all miscellaneous materials, labor, and removal/disposal of debris, sales tax.

Thank you for your business!

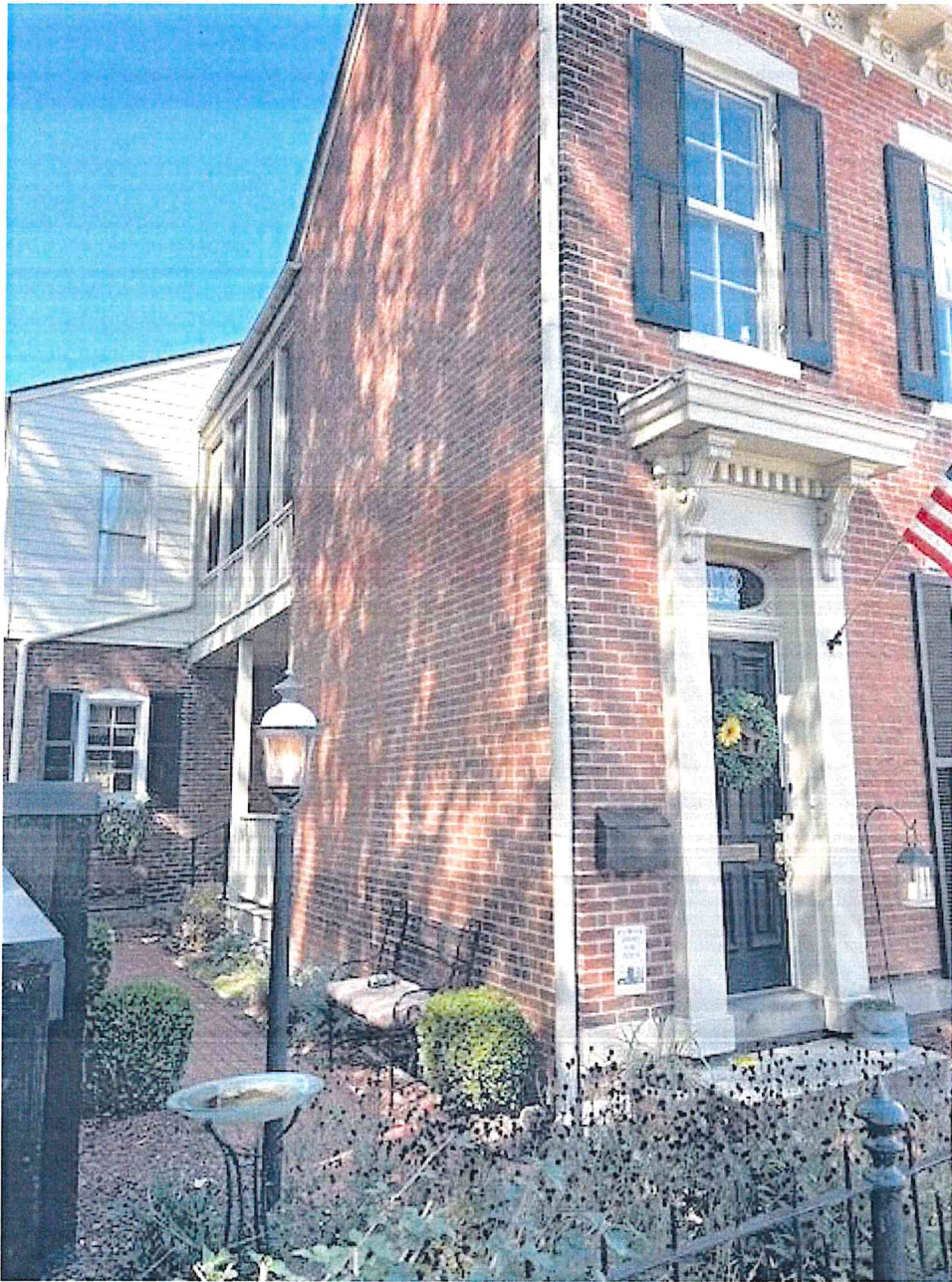
SUBTOTAL	4,817.29
TAX	74.71
TOTAL	4,892.00
BALANCE DUE	\$4,892.00

9-16-24

Nicole M Schell, AICP

From: Ken Pettit <mvpselect_kp@ymail.com>
Sent: Friday, October 25, 2024 8:55 AM
To: Nicole M Schell, AICP
Subject: Pettit/ PACE pics









Sent from my iPhone



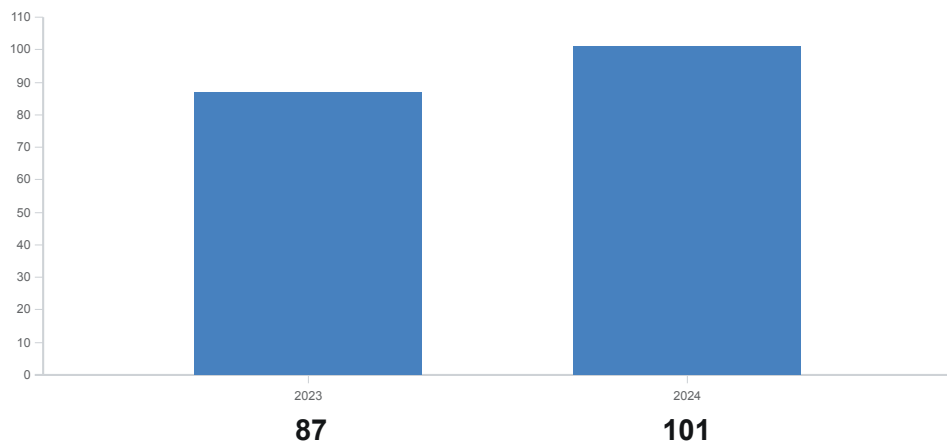
RIGHT OF WAY REPORT

Report of all excavation, driveway, and dumpster permits.

Excavation Permits

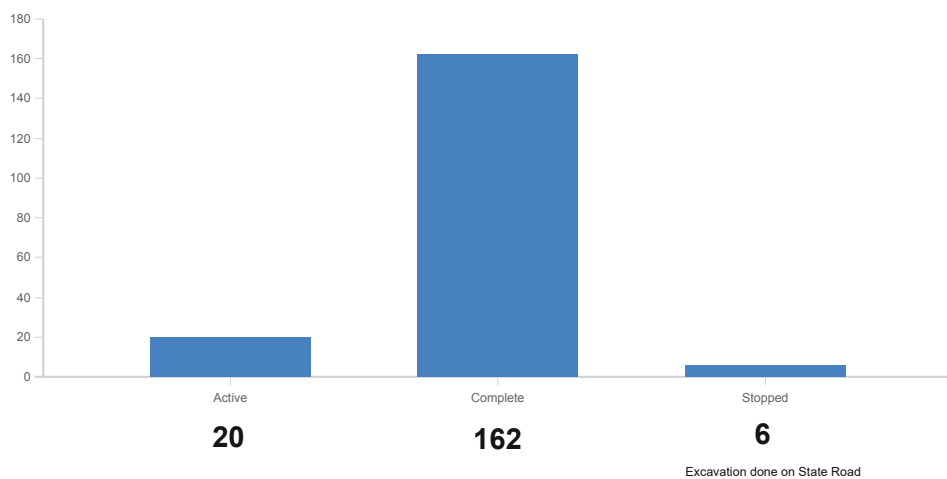
Excavation Permits by Year

Data Updated Oct 31, 2024, 4:22 AM

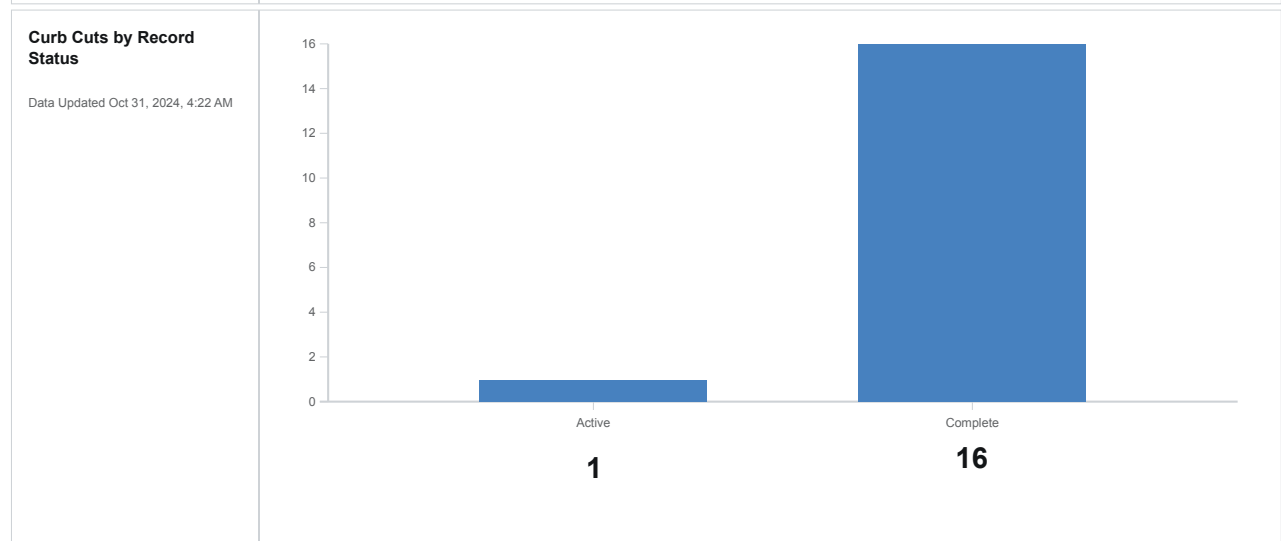
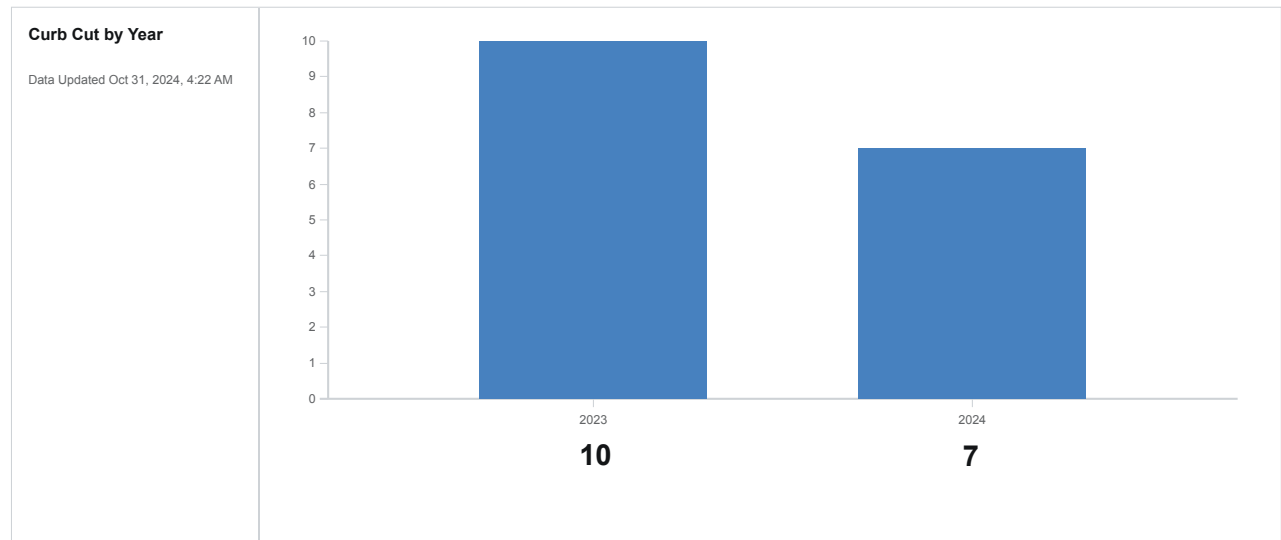


Excavations by Record Status

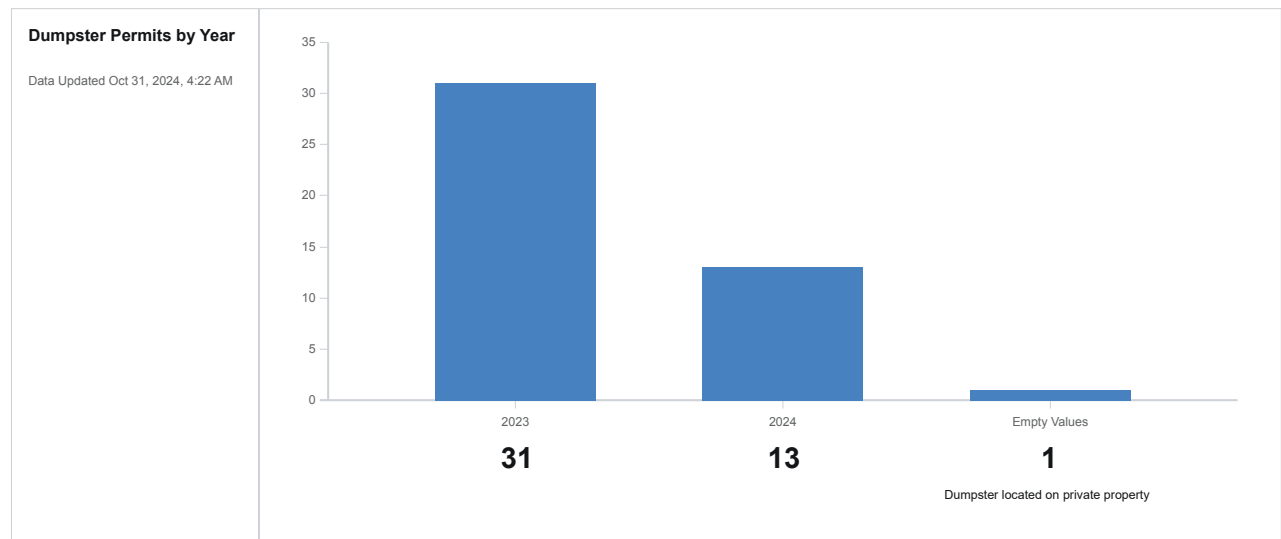
Data Updated Oct 31, 2024, 4:22 AM



Driveway Permits



Dumpster Permits



Dumpster Permit by Record Status

Data Updated Oct 31, 2024, 4:22 AM

