



Board of Public Works and Safety Agenda

MEETING DATE: Monday, May 15, 2023, 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. Unfinished business
 - Resolution 17B-2023 Street Closure for Madison Vintage Thunder-tabled 4/17; 5/1
- F. New business
 - SRF Disbursement Requests #20-23
 - INDOT Joint Use and Maintenance Agreement concerning Gateway Walls
 - Contracts with BYB Event Services
 - Contract with Promedia Group
 - Resolution 23B Regarding Parking Space Closing for Mad Paddle Brewstillery
 - Resolution 24B Street Closure for Thornton's Bike Show
 - Resolution 25B Street Closure for Regatta
 - Resolution 26B Street Closure for Hometown USA Parade
 - Resolution 27B Approving Amendments to Chapter 50 Garbage Collection
 - PACE Finals: 736 W. 3rd; 752 Jefferson St.
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: Monday, June 5, 2023
- J. Motion to adjourn.



MADISON *Indiana*

Board of Public Works and Safety Minutes

MEETING DATE: May 1, 2023, 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: Eaglin, Courtney, and Carlow (3-0).

Approval of Minutes: Eaglin moved to approve the April 17, 2023, 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.

Unfinished business:

Resolution 17B-2023 Street Closure for Madison Vintage Thunder – tabled April 17: Remains tabled until next meeting.

New business:

Lease Agreement with CMN-RUS re. Water Tower: Brian Jackson, the city's Utilities Superintendent, presented the board with a lease agreement with CMN-RUS between the City of Madison. This is a lease agreement for an initial two-year term at the rate of \$1,000.00 per month that gives Metronet permission to install and operate an antenna(s) on our south water tower located at 2294 Wilson Avenue. The agreement will automatically renew for successive one-year terms unless either party gives notice of intent to terminate the agreement at least 180 days before the expiration of the then-current terms.

Motion: Eaglin moved to approve the Lease Agreement and authorize the Mayor to sign it, seconded by Carlow. All in favor, motion carried (3-0).

Water Tower Change Order: Brian Jackson presented a change directive including MW Cole Construction and their subcontractor, Semper Fi Industrial Coatings. The proposed change in contractual work includes a credit for the removal of tank-level transducer installation at the Hilltop Elevated Storage Tank No. 1, Hilltop Ground Storage Tank No. 1, Hilltop Ground Storage Tank No. 2, and SR 56/62 Elevated Storage Tank. The work to be added to the project is the customized logo on the north side of the Hilltop Elevated Storage Tank No. 1.

Motion: Courtney moved to approve Division B Work Change Directive No. 1, seconded by Eaglin. All in favor, motion carried (3-0).

Road Transfer Memorandum of Agreement between INDOT and City of Madison re.

Temporary Transfer of Ferry St. to INDOT. Currently, stormwater drainage is going through private property without INDOT's permission. They are going to run the new stormwater drainage

down Ferry St. and through the corner of the city's property and the hotel's property with proper easements. Then INDOT will turn the stormwater infrastructure outside of the right of way over to the city.

Motion: Eaglin moved to approve the road transfer, seconded by Carlow. All in favor, motion carried (3-0).

Revolving Loan Modification Letter: Tony Steinhardt, the city's Director of Economic Development, presented the board with a Revolving Loan Fund Modification extension. Tony mentioned the business has been a great payer and repayment of the current seven-year note. There had been some confusion with the repayment schedule as a part of the COVID extension and modification that was made, and as a part of that, they have been working to modify that loan which is about \$15,000.00 to be repaid over the next two years for that individual business. The ordinance requires the BPW to approve that loan extension modification.

Motion: Eaglin moved to approve the extension of the loan and for the Mayor to sign the documents, seconded by Carlow. All in favor, motion carried (3-0).

RESOLUTION NO. 18B-2023: Street Closure for Chautauqua: Madison Chautauqua has filed a request for street closings mentioned in Resolution No. 18B-2023 that will be held from September 30, 2023, through October 1, 2023. The closures shall begin at 8:00 am Friday, September 29, 2023, until 8:00 pm Sunday, October 1, 2023.

Motion: Eaglin moved to approve Resolution 18B-2023, seconded by Carlow. All in favor, motion carried (3-0).

RESOLUTION NO. 19B-2023: Street Closure for Trinity UMC: Rev. Doug Walker, on behalf of the Trinity United Methodist Church, requests a street closing mentioned in Resolution No. 19B-2023, in order to perform repair work to the church's steeple, to be held from May 10, 2023, through May 12, 2023, between the hours 8:00 am to 5:00 pm in order to allow equipment to be used to make repairs to the steeple. Tom clarified during the meeting that the actual correct dates for the street closure were May 10, 2023, through May 12, 2023. The Resolution included a typo regarding the dates.

Motion: Courtney moved to approve Resolution 19B-2023, seconded by Eaglin. All in favor, motion carried (3-0).

RESOLUTION NO. 20B-2023: Street Closure for Juneteenth: Sue Livers, on behalf of Friends of the Lanier Mansion, requests a street closing mentioned in Resolution No. 20B-2023, in connection with their Juneteenth 5k Fun Run/Walk, to be held on Saturday, June 17, 2023, from 7:45 am to 10:00 am.

Motion: Eaglin moved to approve Resolution 20B-2023, seconded by Carlow. All in favor, motion carried (3-0).

RESOLUTION NO. 21B-2023: Street Closure for Movies in the Park: Tanya Burnette, on behalf of the City of Madison, requests a closing mentioned in Resolution No. 21B-2023, in connection with the Movies in the Park, to be held on May 26th, June 28th, July 21st, August 25th, and September 29th, 2023.

Motion: Eaglin moved to approve Resolution 21B-2023, seconded by Carlow. All in favor, motion carried (3-0).

RESOLUTION NO. 22B-2023: Street Closure for Firecracker 10K: Nicholas Schafer, on behalf of the Madison Area Run Club, requests a street closing mentioned in Resolution No. 22B-2023, in connection with its Firecracker 10K, to be held on Saturday, July 1, 2023. The streets mentioned shall be closed from 7:30 am to 12:00 pm on Saturday, July 2, 2023.

Motion: Carlow moved to approve Resolution 22B-2023, seconded by Eaglin. All in favor, motion carried (3-0).

Blight Update: Nicole Schell, Director of Planning, was invited to give a Blight update to the board. Duey O'Neal, Code Enforcement Officer, and Landon Ralston, Building Inspector, also joined Nicole. At the beginning of the year, the city had roughly 116 structures that were identified, and to date, nineteen of those have been abated, primarily by the owners. There have been seven demolitions over the last six months. Thirteen of the properties have had the notice of violations go unanswered, and the department will be seeking another inspection warrant on one of those properties. Eight of those properties are still in the process of seeking a meeting with the owners. The rest of the properties are being worked through by the neglected unsafe process to see where the department is on them.

PACE Finals: 611 East 2nd St, Carla Vossler, completed the PACE work on the foundation of the home. All work was completed according to her PACE grant agreement. She is asking for the full disbursement amount of \$7,500.00. 427 Mulberry St, Michael and Starla Rally, completed the work of replacing nineteen of their windows that were failing. All work was completed according to their PACE grant agreement. They are asking for the full disbursement amount of \$7,500.00. 223 West 1st St, J-Rock Properties, completed the restoration and replacement of siding on the front and LP Smart siding on the rear. All work was completed according to their PACE grant agreement. They are asking for the full disbursement amount of \$7,500.00.

Motion: Eaglin moved to approve all PACE Finals, seconded by Carlow. All in favor, motion carried (3-0).

PACE Committee meets next Tuesday, May 9, 2023.

Mayor's comments: Event planning is now all online through OpenGov, and people can apply for street closures and park closures and file for their event plan online. There is a lot of work going on right now with INDOT, such as, on the Hilltop, Hwy 62, the intersections at Michigan, intersections at Frank's Dr, and Hanging Rock Hill. The city will make sure it is communicating to the public as best possible and ask for public patience.

Public comment: Jan Vehtrus, 701 East 2nd St, addressed the board with a question regarding Blight elimination and how many of the seven total demolitions in the last six months were in the historic district. The board let her know that it was possible, as the department keeps track of things like that. John Wallace, Madison Police Department Chief of Police, made the board aware of the fact that Doug Helton, the owner of Madison Iron Works, has requested a loading/unloading zone just to the east of his property. There are currently two parking spaces there that John thinks would work very well. John will bring this up during the Council meeting on Wednesday, May 3, 2023, and it will be open for public comment.

Next meeting: Monday, May 15, 2023, at 11:30 AM

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

Attested:

Kathleen M. Rampy, Clerk-Treasurer

Mayor Bob Courtney

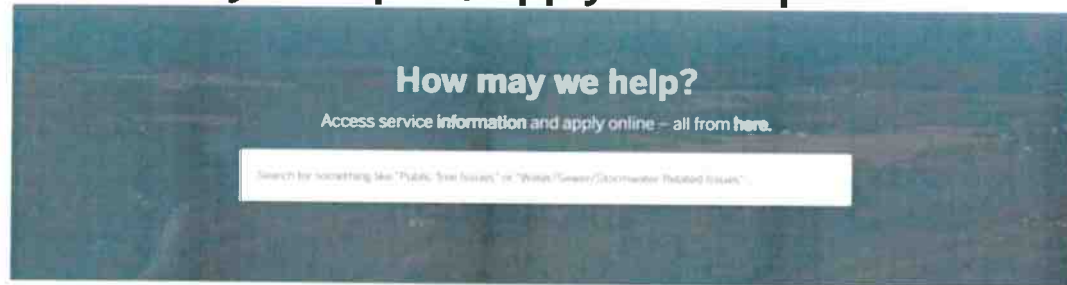
Karl Eaglin

David Carlow



MADISON *Indiana*

A New Way to Report, Apply and Request



Discover Online Services

Choose below to browse services by department



Report an Issue

Street/Sidewalk Related Issues, Graffiti + 4 more



Right of Way Permits

Application for Driveway - Curb Cut Permit,
Application for an Excavation Permit + 1 more



Building and Inspections

Building Permit Application, Residential
Foundation Permit Application + 2 more

THE CITY OF MADISON LAUNCHES NEW ONLINE REPORTING PLATFORM

The Planning, Preservation, & Design (PPD) office has moved from the online IWORQ system to a new permitting and reporting platform called OpenGov. OpenGov will improve the online visibility of the PPD permitting processes, making it more accessible for contractors, property owners, and businesses to file their permits and update their licenses each year. It will also introduce a new efficient reporting system for residents, furthering the city's mission of eliminating blight in our community and making it easier for citizens to connect with us.

Thirty-two permit types for the PPD office are now automated in OpenGov, including everything from zoning approval applications to floodplain development permits, project proposal presentations, and the planning and zoning approval processes. Payments are also now accepted online, streamlining the process for individuals and city staff. Traditional paper applications are still available.

"The city's goal when adding an online system was to create a more user-friendly environment while increasing the amount of data our office could collect. OpenGov offers a better public interface with application process tracking, the ability to communicate directly through the permitting site with the reviewers, and credit card processing for application payments," said Director of Planning Nicole Schell.

Transforming civic reporting, the portal will also serve as a public hub for reports relevant to the street department for roadway and curbside pickup concerns, city-wide event guide applications, PPD nuisance violations, city parks maintenance, and more. Everything from abandoned homes to potholes can be reported, promptly notifying city staff.

"This system brings our service to a whole new level," said Madison's Mayor, Bob Courtney. "By enabling citizens to submit real-time reports to our Planning, Preservation and Design office, the paperwork processes will have a quicker turn-around rate, and we will see work being done more efficiently and in a timely manner. This new platform will make it easier for our citizens and staff while furthering our mission of increasing accessibility for all and advancing our blight elimination strategies through reporting and data collection."

OpenGov has officially launched its public portal. It can be found at Madison-in.gov/reporting.

[To Visit the OpenGov Platform, Click Here!](https://Madison-in.gov/reporting)

Making Madison Clean, Safe and Beautiful



Volunteers Making a Difference:

Faculty and students from Ivy Tech worked with our code enforcement officer, Duane O'Neal, to clear away trash and debris around Crooked Creek, clean up the riverfront, and help paint the tower bases at

the City of Madison's Riverview Campground. In the end, they picked up over 25 large trash bags full of trash and debris and managed to complete the campground tower bases.

Christian Academy of Madison, Indiana kindergarteners also lent a hand. They helped us out after enjoying some tasty donuts and juice with Mayor Courtney before heading out with our Parks and Recreation Director, Scott Klein, to pick up trash and sticks around the parks by the river.

Volunteers are a vital aspect of any thriving community, and we are always incredibly thankful for the extra help. It takes an actively involved community for a city to truly prosper and grow. Everyone can contribute to helping make Madison clean, safe and beautiful.



MPD: A Growing Team

Four New Officers are Welcomed!

We are proud of how our Madison Police department is continually growing and developing every year, and this month we swore in four new officers: Aaron Watson Jr., Cody Short, Jordan Blackmore and Colton Fox.

"Public safety is a top priority for this administration, and I am proud to have these four men join the MPD team. Our local public safety officers are heroes of Madison. Thank



you for your dedication to our community," said Mayor Courtney.

Want to learn more about our police department and stay up-to-date on what's going on in the force? Follow their Facebook page: [City of Madison Police Department](#).



Habitat-Clifty Woods Neighborhood



Beech Grove Street Development

On Thursday, April 20, we joined together with Habitat for Humanity of Southeast Indiana for a groundbreaking event.

The ceremony commenced the housing development project the city initiated with Habitat in June of 2022, which laid the plans for building six homes no smaller than 1,200 SF off of Beech Grove Street. The project developer will be responsible for completing three homes on Green Road with paved driveways and, at the time of completion, the city will complete the milling and paving of the street extension. The city will also replace and repair existing sidewalks for this new development.

This project coincides with our mission of investing in placemaking in our city, and we are excited to see these new homes being built. We are very grateful for the work of Habitat for Humanity and all they are doing here in Madison!

[Project Page](#)

Honoring Local Heroes



Dave Collins, Ray Black and Steve Mitchell

On Saturday, April 15, we joined the Madison Track Invitational as Mayor Courtney honored Dave Collins for his incredible record-holding state championship in 1973 and his contribution to his community. He became a three-time NCAA finalist in the 6-mile, 3-mile, and 5000 and has continued to be involved in many track events since.

On Tuesday, April 25, Mayor Courtney recognized Ray Black and Steve Mitchell who have invested 34 and 46 years in the Boys & Girls Club. Under their coaching, NCAA champion, Bubba Jenkins, began his career through the Lide White Boys & Girls Club. Approximately 4,000 wrestlers have been through the program since it's start, with thousands of youth impacted by the leadership and sacrifice of Mitchell and Black over the years.

"It's my honor to recognize such influential individuals as these men," said Madison's Mayor, Bob Courtney.

What's Happening in our Parks:

Programming Announcements

Sharing a newly created schedule, the department will offer several new programs, classes and camps for youth and adults including (but not limited to):

- Youth swim lessons,
- Water aerobics,
- Youth pickleball clinic and open gym,
- Dance and cheerleading camps,
- Youth golf programs,
- Pick-up games in the parks,
- Mid-summer classic baseball and softball,
- A princess tea party,
- Summer art classes, and
- Active adult field trips.

PARKS DEPARTMENT SUMMER & FALL PROGRAMMING!



To check program schedules and event calendars, visit madison-in.gov/register or call our office at 812-265-8308. You can register online, or in the office! To stay informed on new and upcoming programming, follow the City of Madison Parks and Recreation page on Facebook.



Art Classes

Create, Paint and Sew!

From 9-11 AM and 1-3 PM on July 18, 19, and 20th, select classes will be taught in partnership with Little Golden Fox. Children 12 and under must be accompanied by an adult, but no experience is required!

July 18th, Driftwood sun catcher \$15

July 19, Paint on canvas \$20

July 20th, Sewing apron \$30 *children must be 12 years of age or older for the sewing class*

Afternoon Tea Party

This fun Afternoon Tea Party, sponsored by the City of Madison Senior Center, is Saturday, June 10th, 3 PM at Hunter Hall (located on the second floor of the Crystal Beach Pool House at 400 W. Vaughn Dr).

Scones, cookies and finger sandwiches will be served and local royalty from the Regatta and County pageants will be at the tables with participants. Limited seating available: first 100 spots available on a first-come-first-serve basis. Free event for all ages, registration required!



[Register for a Class or Event](#)



FirstTee Golf Lessons!

Registration is now open for our summer golf clinics in June & July.

Session registration includes: 6 hours of instruction on a 6 to 1 student-to-coach ratio, registration in the Youth on Course program for \$5 green fees all year, and USGA handicap through the



Swim Lessons are Back!

This June & July we will be offering swim lessons at the Madison Consolidated Junior High School pool. Sessions include 2 weeks of instruction with 30 minute classes 4 days a week between 10 AM - 12:30 PM and cost \$50 per child.



Summer Cheer and Dance Camps!

DANCE:

June 12-16, children ages 3-6 will have lessons from 5:30-6:30 PM and 7-10 year-olds will have classes from 6:30-7:30 PM. After their full week of study, students will have the opportunity to show what they have learned in a showcase event. \$20

Indiana PGA. Registration is \$75 per Session.

Questions? We love hearing from you! Reach out to our parks department at (812) 265-8308.

Please note there are 6 available lesson times you may choose for each session:
10 AM, 10:30 AM, 11 AM, 11:30 AM, 12 PM (noon), and 12:30 PM.

[Register Here!](#)

[Register Now!](#)

CHEER:

July 10-14, children ages 3-6 will have lessons from 5:30-6:30 PM and 7-10 year-olds will have classes from 6:30-7:30 PM. Following a week of practice, students will have the opportunity to participate in a showcase event to celebrate the camp together. \$20

[Sign Up!](#)

Save the Date!



MAY 26

2023 TITLE SPONSOR: 

THE MAYOR'S
MOVIES IN
THE **PARK**

Hinkley, Butler Family Dentistry, Pilot Club of Madison, St. John's United Church of Christ, Kremer Wholesale & Home Improvement, Mason & McHardy, Life Chances Clinic, Tesco Corporation, Bivansian Chiropractic, Farmers Bank of Milton.

We are excited to host these summer and fall events! Under the stars and located near our scenic riverfront in Bicentennial Park, these are free events from the community, and for the community.

This season is brought to you by **Sedam Contracting!**
Movie will play at dusk, and Food Trucks will begin serving around 6 PM.



MAY 26



JUNE 28



JULY 21



AUG. 25



SEPT. 29

COFFEE WITH COURTNEY

An open discussion with Mayor Courtney to talk about subjects revolving around the city's growth over a cup of coffee from Madison's local coffee shops. This quarter, joined by Parks Director, Scott Kleinf!



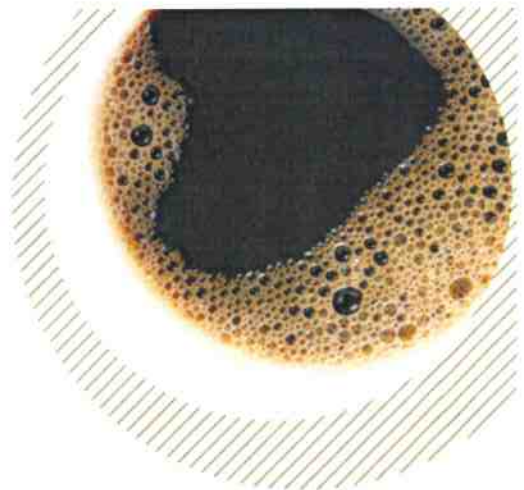
MAY 18 2022



RED
ROASTER



8-9 A.M.



MADISON
Indiana

JOIN US ON MAY 18, FROM 8-9 AM!

THANK YOU FOR READING!

To learn more details and information about any City Hall event or operation, visit our website @ Madison-IN.gov

We'll be back next month with more, so stay tuned!



[Not subscribed? Sign up for the e-newsletter here!](#)

RESOLUTION 17B -2023

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING A STREET CLOSING FOR THE MADISON VINTAGE THUNDER

WHEREAS, there has been a request filed by Michael Fine on behalf of the National Boat Racing Heritage Center for a street closing in connection with the Madison Vintage Thunder to be held September 16 and 17, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that the following streets shall be closed from Thursday, September 14, 2023, at 3:30 p.m. through Sunday, September 17, 2023, at 7:00 p.m.:

- 1) Vaughn Drive between the west side of Poplar Street and the east side of Jefferson Street;
- 2) Mulberry Street between First Street and Vaughn Drive;
- 3) West Street between First Street and Vaughn Drive; and
- 4) Central Avenue between First Street and Vaughn Drive.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that the City boat ramp located between West Street and Jefferson Street shall be closed from Thursday, September 14, 2023, at 3:30 p.m. through Sunday, September 17, 2023, at 7:00 p.m.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said streets and boat ramp as closed shall be under the supervision and control of the National Boat Racing Heritage Center at the times noted above for the year 2023.

ADOPTED this 1st day of May 2023.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Kathleen M. Rampy, Clerk-Treasurer

City of Madison Facility Use Form for Parks
812-265-8308, 100 S. Broadway, Madison.

Prior to approval the event coordinator will need to:

1. Set up a meeting with Parks Director, to go over all rules that apply to the perspective park.
2. Set up a meeting with Chief of Police / Asst. Chief of Police to discuss security needs (see below for cost).
3. Provide certificate of liability insurance, for \$1,000,000 naming the City of Madison as an additional insured.
4. All fees must be received 30 days in advance of event and paid in full.

Name of Organization and Event Coordinator: National Boat Race Heritage Center - Michael Fife
Email address for Billing: AFINEMICHAEL@GMAIL.COM
Contact Phone: (317) 714-4287 Address: P.O. Box 114
City: MADISON State: IN Zip Code: 47250 Activity or Event: MADISON VINTAGE THRODERS
of Attendees expected: 5,000 Date(s) of Event: 9/16/23 thru 9/17/23 Time(s): 9AM to 5PM.

Rules to abide by:

1. NO VEHICLE ALLOWED ON GRASS, UNDER ANY CIRCUMSTANCE.
2. NO PAINT ON PAVEMENT, UNDER ANY CIRCUMSTANCE. (CHALK OR DUCK TAPE IS PERMITTED)
3. NO DIGGING ON PARK PROPERTY UNTIL ALL UTILITY LINES HAVE BEEN CLEARLY MARKED.

****ANY DAMAGES FROM FAILING TO COMPLY WITH THESE RULES WILL BE BILLED TO THE EVENT COORDINATOR;**

PLEASE CHECK THE FACILITY TO BE USED:

<input checked="" type="checkbox"/> Bicentennial Park	<input type="checkbox"/> Gaines Park	<input type="checkbox"/> Kiwanis Park	<input type="checkbox"/> Pearl Park
<input type="checkbox"/> Broadway Fountain	<input type="checkbox"/> Hargan-Matthews	<input type="checkbox"/> Lamplighter Park	<input type="checkbox"/> Playground/All Children
<input type="checkbox"/> Brown Gym	<input type="checkbox"/> Jaycee Park	<input type="checkbox"/> Lorenz Park	<input type="checkbox"/> Rucker Sports Complex
<input type="checkbox"/> Crystal Beach	<input type="checkbox"/> John Paul Park	<input type="checkbox"/> Lytle Park	<input type="checkbox"/> West-end Park
<input checked="" type="checkbox"/> Fireman's Park	<input type="checkbox"/> Johnson Lake	<input type="checkbox"/> Oakhill Park	

PLEASE CHECK THE EQUIPMENT NEEDED FOR YOUR EVENT: (additional Security charges may apply)

<input checked="" type="checkbox"/> Electricity hookup (\$100 each)	<input checked="" type="checkbox"/> Water (\$50 per meter)
<input checked="" type="checkbox"/> Picnic Tables (\$15 each)	<input type="checkbox"/> Restrooms (\$50 fee for cleaning/stocking per day)
<input checked="" type="checkbox"/> Trash barrels	<input type="checkbox"/> Stage (\$300.00 A day) Coordinate with Street Dept. 812-265-8304)
<input type="checkbox"/> Trash pick-up (event is responsible for disposal of all trash unless negotiated with Street Dept. 812-265-8304)	
<input checked="" type="checkbox"/> Fencing (Coordinate with Street Dept. 812-265-8304)	<input type="checkbox"/> Security (\$500 total) 50 participants or less
<input checked="" type="checkbox"/> Barricades	<input type="checkbox"/> Security (\$1,000 total) 51-150 participants

Estimate of Charges: _____ Date of payment & amount: _____

A valid photo I. D. must be included in the reservation process.

Permit authorized in accordance with the rules and regulations of the City of Madison. The city of Madison reserves the right to cancel for non-compliance of these rules and requirements.

By signing and submitting this Facility Use Form, the applicant agrees to abide by the rules and regulations determined by the City of Madison and the Madison Parks Department.

PLEASE READ CAREFULLY:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this Facility Use Form and have read, understand and agree to comply with all rules concerning the use of Madison Park properties. The applicant agrees that while using/renting said Park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. The applicant assumes all responsibility for proper conduct in the Park as outlined above, including assuring there is no consumption of alcoholic beverages; unless otherwise approved by the City of Madison.

I, MICHAEL FINE, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Madison, the City of Madison-Parks, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and / or types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of the terms. I agree with its terms and sign it voluntarily.


Signature

April 3, 2023
Date

Madison Parks Department

Madison Police Department

Event Details Overview

1. Vintage Thunder
2. Vaughn Drive between Poplar Lane and Jefferson Street
3. Vintage Hydroplane Exhibition On the Ohio River
4.
 - A. The purpose of the event is to bring together and run Historic Hydroplanes for the enjoyment of the Madison, Indiana residents
 - B. To give hydroplane collectors a site in which they can enjoy driving their historic hydroplanes
 - C. To act as a fundraiser for the National Boat Racing Heritage Center's proposed museum
5. A \$5.00 per person entry fee , 12 and under free.
6. Everyone
7. Event set up: Event set up to event tear down are as follows:
Event begins 3:30 pm Thursday, September 14 and ends 7:00 pm Sunday, September 17
8. We are requesting the use of Bicentennial Park and Fireman's Park
9. We do not require the stage
10. We are requesting Vaughn Drive to be closed and all related feeder streets between Poplar Lane and Jefferson Street
11. Key Entertainment
 - A. Vintage Hydroplane Exhibition
 - B. Vintage Tractor Exhibition
 - C. Street Rods
 - D. Rides in an Unlimited Hydroplane for a Donation Fee
12. Promotion is on the internet, including Facebook and our website.
Goodthings@boatracingheritage.org
Rack card handouts at all events prior to our event, banners
13. Attendance Estimate 8,000 people

Public Liability Insurance

Provided by The American Powerboat Association for our event. The minimum of \$1 million will be met.

Vendor insurance forms are available and will be given to the Jefferson County Department of Health

Contact List

Rebecca Cravens: Race Director 812-525-6789

Michael Fine: Racing Assistant 317-714-4287

Kay Gibson: Volunteer 812-801-9422

Ron Harsin: Security 812-701-1880

Kona Ice: Sno Cones

Sonny's Concessions: Beverages, Desserts

Rikers Ridge Fire Dept.:

Kiwanis: Ted Sullivan: Biscuits & Gravy, Fish Sandwiches

1. Event Set Up – Thursday, September 14, 3:00 pm
 - A. Docks are set
 - B. Cranes are set
2. Boat Arrival & Vendor Set Up – Friday, September 15, 8:00 am – 6:00 pm
3. Vendor Inspections – Friday, September 15, 5:00 pm
4. Race Day – Saturday, September 16
 - A. Fire Dept. Inspections A.M.
 - B. Emergency Equipment Set Up in Pits
 - C. Race Course Set Up 7:00 am
 - D. Emergency Watercraft in Water: 7:00 am, Saturday and Sunday, Sept 16 & 17
 - E. National Anthem – 8:00 am Saturday & Sunday
 - F. Invocation – 8:15 am Saturday & Sunday
 - G. First Heat – 9:00 am then heats every 20 minutes
 - H. Lunch Break – 12:00 pm – 1:00 pm Saturday & Sunday
 - I. First Afternoon Heat – 1:00 pm Saturday & Sunday
 - J. End of Event – 5:00 pm Saturday & Sunday
 - K. Sunday 5:00 End of Event List
 - (a.) End of Event
 - (b.) Course Tear Down
 - (c.) Cranes are Removed from City Ramp
 - (d.) Docks are Removed
 - (e.) Pits are Cleared and Cleaned
 - (f.) Vendor Tear Down
 - (g.) Road Opening 9:00 pm Sunday, September 17

Business and Resident Notification Plan

All Businesses affected by our event footprint will be notified by letter three weeks before the event of our timelines and of any affect our event may have on their businesses. ChillBillies restaurant is the only business that will be affected by the road closures but their customers will still be able to access their parking lot using Mulberry Street.

(3)

Pedestrian & Crown Management Plan

Pedestrians will be restricted from entering the pit area and judges stand.

Fencing and Security personnel will restrict pedestrian movements in the pit area. There will be three entry points into the pits and judges stand. These will be manned by security personnel to restrict movement.

Pedestrian traffic will have access to the event through the Gates located at West Street just south of First Street, Vaughn Drive just West of Jefferson Street and at Vaughn Drive just east of Poplar. Car and Pedestrian access will be allowed to the Lighthouse Restaurant.

Security at each street blockade will control ingress and egress of the pedestrians and golf carts.

Handicapped individuals can have their electric vehicles and can ride our golf cart in the event footprint.

There will be 4 handicap restrooms within our event footprint.

Traffic Management Plan

Traffic Management Barricades are to be set on Vaughn Drive at Jefferson Street, Mulberry Street, West Street, Central Ave. and Poplar Lane no later than 3:00 pm on Thursday, September 15 and be removed no earlier than 8:00 pm Sunday, September 18.

Access and egress for all emergency vehicles will be along West Street.

(4)

Emergency and Risk Management Plan

Risk Plan will be developed alongside the Madison Fire Department.

4 toilets; 4 Handicap toilets; 4 Wash Stations

Volunteers will collect refuse from city trash cans and empty them into a trash container located on the west side of our footprint

On site first aid will be given by the on- site Paramedics. We will have an onsite ambulance and fire truck to enable transport to Kings Daughters Hospital if necessary.

A professional emergency response team along with the United States Coast Guard will handle any on the water first aid or emergency response along with the Milton Fire Department Water Rescue Team.

Security Plan

All on site security will be managed by Ron Harsin. Ron will train all security personnel and manage all security personnel during our event. His phone number is listed on the contact list.

SITE PLAN MAP

--- FENCING

--- FENCING

--- FENCING

CHERRY VEHICLE
EV





UTILITY MANAGER BPW REPORT:

May 15, 2023

Water Project – SRF Disbursement Requests 20 thru 23

1. SRF Request No. 20 – Commonwealth Engineers
 - Three (3) Invoices dated 04/30/23 for the water project
 - a. Invoice 55772 in the amount of \$28,792.21 for Resident Project Representative (RPR) ongoing inspections
 - b. Invoice 55773 in the amount of \$433.44 for American Iron & Steel Compliance and for Regulatory Professional Fees.
 - c. Invoice 55774 in the amount of \$19,734.64 for Construction Fees
 - Total Amount of Invoices = \$48,960.29
 - Amount of SRF Disbursement = \$48,960
2. SRF Request No. 21 – Dave O’Mara Contracting – Water Treatment Plants
 - Dated 4/17/23; Total Amount of Invoice = \$11,505
 - Retainage Amt. = \$575
 - Amount of SRF Disbursement = \$10,930
3. SRF Request No. 22 –MW Cole Construction – Water Storage Tanks
 - Dated 4/28/2023; Total Amount of Invoice = \$413,800
 - Retainage Amt. = \$20,690
 - Amount of SRF Disbursement = \$10,930
4. SRF Request No. 23 – Brackney, Inc. – Water Main Replacements
 - Dated 5/01/2023; Total Amount of Invoice = \$557,633
 - Total Retainage Amt. = \$27,882
 - Amount of SRF Disbursement = \$529,751

SRF Disbursement Request Form

Participant Information

Name:	City of Madison Municipal Water Works	SRF Loan Number:	DW22093903
DUNS #:	08-620-0326	Cage Code:	SHXEO
		Request Number:	20
Mailing Address:	101 West Main Street		
City:	Madison	State:	IN
		ZIP Code:	47250
Contact Person:	Kathleen Rampy, Clerk Treasurer	Contact Phone Number:	812-265-8316
Authorized Representative:	Bob Courtney, Mayor	Authorized Representative Phone Number:	812-265-8300

If requesting reimbursement to the Participant by wire transfer please provide the following information:

Bank Name:	German American	Bank Routing	083904563
Account Name:	City of Madison Water & Sewer	Account Number:	1506676

Loan Information

Description of work for which claim is being made (services, fees, type of work, etc.):	Project W19120 – Water Utility Improvements Engineering Design (Construction Design, Resident Project Representative, Regulatory Assistance, Soil Borings, Erosion Control, Records Drawings, Am. Iron Steel Compliance, Construction)		
Is any part of this claim funded by an alternate funding source?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local	\$		
Is any part of this claim funded by the Indiana Brownfields Program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Has the Participant paid the request and is now seeking reimbursement?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there Green Project Reserve components involved in this request? If yes, please describe:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there any Lead Line replacement components in this request?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

Loan Financial Information

Original Loan Amount:		\$	12,000,000
Total Amount of Previous Disbursements:		\$	3,254,061
Balance Available After this Disbursement:		\$	8,696,979
Amount to Contractor for this Request:		\$	48960
Is any part of this request a partial or final release of retainage to the contractor?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

Contractor Name:	Commonwealth Engineers	DUNS #:	079578639
Mailing address:	7256 Company Drive		
City:	Indianapolis	State:	IN
		ZIP Code:	46237

Wiring Information:

Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	

Retainage Amount for this Request:	\$	0
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Participant requests that the retainage amount be held by SRF:	<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:	<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:	<input type="checkbox"/>

Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	

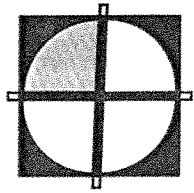
Total Amount of this Request:	\$	48960
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The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the **Davis Bacon Act/ US Department of Labor requirements of 29 CFR 5.5(a)(1)**, and are in compliance with SRF incentive programs.

Authorized Representative Signature:		Date:	5/15/23
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For Internal Use Only:

Approved By:		Date:		GPR Amount:	\$	Lead Amount:	\$
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COMMONWEALTH™
ENGINEERS, INC.
A wealth of resources to master a common goal.

City of Madison
Attn: Brian Jackson, Utilities Manager
101 West Main Street
Madison, IN 47250

Invoice number 55772
Date 04/30/2023
Project W19120 Madison - Water Utility
Improvements

For Basic Engineering Services rendered through March 31, 2023

Amendment# 1 signed 07/19/2021 - Limited NTP dated 08/16/2021

Limited NTP 3 dated 01/17/2023

Resident Project Representative
Professional Fees

	Hours	Billed Amount
Resident Project Representative II	189.00	21,589.47
Professional Fees subtotal	189.00	21,589.47

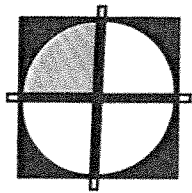
Reimbursable Expenses

	Units	Billed Amount
Subsistence		1,086.75
Miles	1,950.00	1,468.98
Lodging & Travel		2,530.00
Engineering Intern I - Hours	17.00	2,117.01
Reimbursable Expenses subtotal		7,202.74
Resident Project Representative subtotal		28,792.21

Invoice total **28,792.21**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
RESIDENT PROJECT REPRESENTATIVE	300,000.00	21,444.49	50,236.70	249,763.30	28,792.21
Total	300,000.00	21,444.49	50,236.70	249,763.30	28,792.21



COMMONWEALTH™
ENGINEERS, INC.
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City of Madison
Attn: Brian Jackson, Utilities Manager
101 West Main Street
Madison, IN 47250

Invoice number 55773
Date 04/30/2023

Project W19120 Madison - Water Utility
Improvements

For Basic Engineering Services rendered through March 31, 2023

Amendment# 1 signed 07/19/2021 - Limited NTP dated 08/16/2021

Limited NTP 2 dated 03/07/2022

Limited NTP 3 dated 01/17/2023

American Iron & Steel Compliance

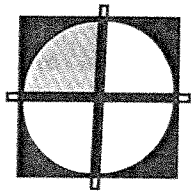
Professional Fees

	Hours	Billed Amount
Engineering Intern I	0.50	62.27
Reproduction Processor	4.25	371.17
Professional Fees subtotal	4.75	433.44
American Iron & Steel Compliance subtotal		433.44

Invoice total **433.44**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
SOIL BORINGS	25,000.00	17,459.53	17,459.53	7,540.47	0.00
RECORD DRAWINGS	25,000.00	0.00	0.00	25,000.00	0.00
EROSION CONTROL	10,000.00	2,170.47	2,170.47	7,829.53	0.00
WATER MODEL UPDATE	15,000.00	838.12	838.12	14,161.88	0.00
LAND SURVEYING	50,000.00	50,000.00	50,000.00	0.00	0.00
FINANCIAL / LEGAL ASSISTANCE	20,000.00	0.00	0.00	20,000.00	0.00
START UP ASSISTANCE	10,000.00	0.00	0.00	10,000.00	0.00
AMERICAN IRON & STEEL COMPLIANCE	10,000.00	1,244.46	1,677.90	8,322.10	433.44
FISCAL SUSTAINABILITY PLAN	5,000.00	0.00	0.00	5,000.00	0.00
REGULATORY	30,000.00	4,381.47	4,381.47	25,618.53	0.00
Total	200,000.00	76,094.05	76,527.49	123,472.51	433.44



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City of Madison
Attn: Brian Jackson, Utilities Manager
101 West Main Street
Madison, IN 47250

Invoice number 55774
Date 04/30/2023

Project W19120 Madison - Water Utility
Improvements

For Basic Engineering Services rendered through March 31, 2023

Amendment# 1 signed 07/19/2021 - Limited NTP dated 08/16/2021

Limited NTP 2 dated 03/07/2022

Limited NTP 3 dated 01/17/2023

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
PRELIMINARY DESIGN	495,000.00	100.00	495,000.00	495,000.00	0.00
FINAL DESIGN	330,000.00	100.00	330,000.00	330,000.00	0.00
BIDDING AND NEGOTIATING	35,000.00	100.00	35,000.00	35,000.00	0.00
Total	860,000.00	100.00	860,000.00	860,000.00	0.00

Construction

Professional Fees

	Hours	Billed Amount
Designer IV	2.00	361.14
Project Manager III	26.00	7,385.04
Engineering Intern I	72.00	8,966.18
Clerical III	1.25	154.37
Reproduction Processor	5.25	458.49
Senior Process Engineer	8.50	2,118.65
Professional Fees subtotal	115.00	19,443.87

Reimbursable Expenses

	Units	Billed Amount
Miles	386.00	290.77
Reimbursable Expenses subtotal		290.77
Construction subtotal		19,734.64

Invoice total **19,734.64**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	495,000.00	495,000.00	495,000.00	0.00	0.00

City of Madison
Project W19120 Madison - Water Utility Improvements

Invoice number 55774
Date 04/30/2023

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
FINAL DESIGN	330,000.00	330,000.00	330,000.00	0.00	0.00
BIDDING AND NEGOTIATING	35,000.00	35,000.00	35,000.00	0.00	0.00
CONSTRUCTION	175,000.00	25,833.82	45,568.46	129,431.54	19,734.64
POST CONSTRUCTION	10,000.00	0.00	0.00	10,000.00	0.00
Total	1,045,000.00	885,833.82	905,568.46	139,431.54	19,734.64

SRF Disbursement Request Form

Participant Information

Name:	City of Madison Municipal Water Works	SRF Loan Number:	DW22093903
DUNS #:	08-620-0326	Cage Code:	SHXEO
		Request Number:	21
Mailing Address:	101 West Main Street		
City:	Madison	State:	IN
		ZIP Code:	47250
Contact Person:	Kathleen Rampy, Clerk Treasurer	Contact Phone Number:	812-265-8316
Authorized Representative:	Bob Courtney, Mayor	Authorized Representative Phone Number:	812-265-8300

If requesting reimbursement to the Participant by wire transfer please provide the following information:

Bank Name:	German American	Bank Routing	083904563
Account Name:	City of Madison Water & Sewer	Account Number:	1506676

Loan Information

Description of work for which claim is being made (services, fees, type of work, etc.):	Project W19120 – Water Utility Supply and Water Treatment Plant Improvements		
Is any part of this claim funded by an alternate funding source?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local	\$		
Is any part of this claim funded by the Indiana Brownfields Program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Has the Participant paid the request and is now seeking reimbursement?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there Green Project Reserve components involved in this request? If yes, please describe:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there any Lead Line replacement components in this request?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	


Loan Financial Information

Original Loan Amount:		\$	12,000,000
Total Amount of Previous Disbursements:		\$	3,303,021
Balance Available After this Disbursement:		\$	8,686,049
Amount to Contractor for this Request:		\$	10930
Is any part of this request a partial or final release of retainage to the contractor?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Contractor Name:	DAVE O'MARA CONTRACTOR, INC.	DUNS #:	067899278
Mailing address:	1100 EAST O & M AVE., P.O. BOX 1139		
City:	NORTH VERNON	State:	IN
		ZIP Code:	47265

Wiring Information:

Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	
Retainage Amount for this Request:		\$	575
Participant requests that the retainage amount be held by SRF:	<input checked="" type="checkbox"/>		
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:	<input type="checkbox"/>		
Participant requests that the retainage amount be sent to the following bank:	<input type="checkbox"/>		
Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	
Total Amount of this Request:		\$	10930

The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the **Davis Bacon Act**/ US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.

Authorized Representative Signature:		Date:	5-15-23
For Internal Use Only:			
Approved By:		Date:	
GPR Amount:	\$	Lead Amount:	\$

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Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1194-1

To Owner: DAVE O'MARA CONTRACTOR
1100 E O & M AVENUE
PO BOX 1139
NORTH VERNON, IN 47265

Project: SM-1194 MADISON WATER PROJECTS

Application No.: 1

From Contractor: Koch Mechanical, Inc.
PO Box 309
North Vernon, IN 47265

Via Architect:

Period To: 4/10/23

Project No: 22 03760

Contract Date: 12/09/2022

Contribution to:
Owner ☐
Architect ☐
Contractor ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$423,200.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$423,200.00
4. Total Completed and Stored To Date	\$11,505.00
5. Retainage:	
a. 50% of Completed Work	\$575.25
b. 50% of Stored Material	\$0.00
Total Retainage	\$575.25
6. Total Earned Less Retainage	\$10,929.75
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$10,929.75
9. Balance To Finish, Plus Retainage	\$412,270.25

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

CONTRACTOR: Koch Mechanical, Inc.

By: *[Signature]* Date: 4/12/2023

Daniel O'Mara

State of Indiana

Subscribed and sworn to before me this 12th

Notary Public: *[Signature]*

My Commission expires: June 26, 2025

County of: Jennings

day of April

Vicky L. Caviness

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$10,929.75

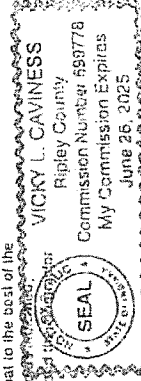
(Attach explanation of amount certified if less than the amount applied for, all figures on this Application and on the Continuation Sheet shall be changed to conform with the amount certified.)

ARCHITECT:


By: _____ Date: _____

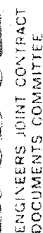
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	



SRF Disbursement Request Form

Participant Information							
Name:	City of Madison Municipal Water Works	SRF Loan Number:	DW22093903				
DUNS #:	08-620-0326	Cage Code:	SHXEO	Request Number:	22		
Mailing Address:	101 West Main Street						
City:	Madison	State:	IN	ZIP Code:	47250		
Contact Person:	Kathleen Rampy, Clerk Treasurer		Contact Phone Number:	812-265-8316			
Authorized Representative:	Bob Courtney, Mayor		Authorized Representative Phone Number:	812-265-8300			
If requesting reimbursement to the Participant by wire transfer please provide the following information:							
Bank Name:	German American		Bank Routing	083904563			
Account Name:	City of Madison Water & Sewer		Account Number:	1506676			
Loan Information							
Description of work for which claim is being made (services, fees, type of work, etc.):		Project W19120 – Water Utility Ground and Elevated Storage Tanks Rehabilitation					
Is any part of this claim funded by an alternate funding source?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local							\$
Is any part of this claim funded by the Indiana Brownfields Program?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information							
Original Loan Amount:				\$	12,000,000		
Total Amount of Previous Disbursements:				\$	3,313,951		
Balance Available After this Disbursement:				\$	8,292,939		
Amount to Contractor for this Request:				\$	393110		
Is any part of this request a partial or final release of retainage to the contractor?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	MW COLE CONSTRUCTION, LLC		DUNS #:	078760849			
Mailing address:	2989 BONIFAY PATH						
City:	THE VILLAGES	State:	FL	ZIP Code:	32163		
Wiring Information:							
Bank Name:	REGIONS BANK		Bank Routing Number:	071122661			
Account Name:	MW COLE CONSTRUCTION LLC		Account Number:	0096724471			
Retainage Amount for this Request:				\$	20690		
Participant requests that the retainage amount be held by SRF:							<input checked="" type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:							<input type="checkbox"/>
Bank Name:			Bank Routing Number:				
Account Name:			Account Number:				
Total Amount of this Request:				\$	393110		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act/ US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:				Date:	5/15/23		
For Internal Use Only:							
Approved By:		Date:		GPR Amount:	\$	Lead Amount:	\$



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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period	4/01/23 to 04/27/23	Application Date: 4/28/23
To City Of Madison, IN (Owner):	From (Contractor):	MW Cole	Via (Engineer): Commonwealth Engineers
Project: Water Utility Improvements	Contract:	;	
Owner's Contract No. : Div B- Supply & Treatment Improvements	Contractor's Project No.:		Engineer's Project No. : W19120-B

Application For Payment
Change Order Summary

[illegible]

- | | | |
|--------------------------------------------------------------------------------------|----|----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$1,607,500.00 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 + 2)..... | \$ | \$1,607,500.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | \$524,250.00 |
| 5. RETAINAGE: | | |
| a. 5% X \$ 476,100.00 Work Completed..... | \$ | \$23,805.00 |
| b. 5% X \$48,150.00 Stored Material..... | \$ | \$2,407.50 |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$26,212.50 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$498,037.50 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$104,927.50 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$393,110.00 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |
| (Column G total on Progress Estimates + Line 5.c above)..... | \$ | \$1,109,467.50 |

(Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,109,462.50
--------------------------------------------------------------	----	----------------

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against such Liens, security interests, or encumbrances); ~~and~~ (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; (4) All items and amounts on the face of this contractor's Application for Payment are correct; (5) All Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; (6) The foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate; (7) No part of the "Balance Due This Payment" has been received, and (8) the undersigned and his subcontractors have a (check applicable line):

a. () Complied with all labor provisions of said Contract.

b. () Complied with all labor provisions of said Contract except, in those instances _____ where an honest dispute exists with respect to said labor provisions; if (b) is checked, describe briefly nature of dispute on an attached sheet.

Contractor Signature

BY: Michael W Cole

05-4-2023

ELCDC® C-620 Contractors Application for Payment

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02-20

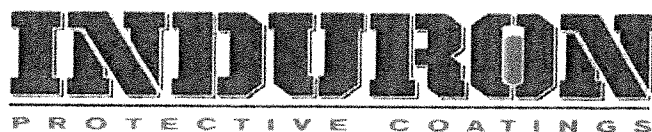
Progress Estimate - Lump Sum Work

Contractor's Application

For Contract		1	Application Number: 3		Application Date: 4-28-25								
Application Period: 4-01-23 to 05-27-23													
A		B		C		D	E	F		G			
Description		Scheduled Value (\$)		From Previous Application (C-D)		This Period		Materials Procured Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)	% (F + B)	Balance to Finish (B - F)	
56	M6 - Steel Manway (2) - Deck Stairs (2)	\$	4,800.00					\$	4,000.00	\$	83.33%	\$	800.00
57	M6 - Interior Access Ladder	\$	13,600.00									\$	13,600.00
58	M6 - Roof Hatch	\$	2,500.00									\$	2,500.00
59	M6 - Safety Grill	\$	3,500.00									\$	3,500.00
60	M6 - Handrail System	\$	18,000.00					\$	3,200.00	\$	17.78%	\$	14,800.00
61	M6 - Hand Levers (2)	\$	100.00									\$	100.00
62	M6 - Roof Lap Seams	\$	1,900.00									\$	1,900.00
63	M6 - Cathodic Protection System	\$	89,000.00									\$	89,000.00
64	M6 - Interior Surface Prep	\$	90,000.00									\$	90,000.00
65	M6 - Interior Intermediate	\$	22,500.00									\$	22,500.00
66	M6 - Interior Finish Coat	\$	22,500.00									\$	22,500.00
67	M6 - Exterior Surface Prep	\$	65,000.00									\$	65,000.00
68	M6 - Exterior Intermediate	\$	35,000.00									\$	35,000.00
69	M6 - Exterior Finish Coat	\$	35,000.00									\$	35,000.00
70	M6 - Roof Hatch	\$	2,000.00									\$	2,000.00
71	M6 - Safety Grill	\$	1,500.00					\$	1,500.00	\$	60.00%	\$	1,000.00
72	M6 - Roof Vent	\$	2,500.00									\$	2,500.00
73	M6 - Interior Access Ladder (2)	\$	11,600.00									\$	11,600.00
74	M6 - Steel Manway (2) - Deck Stairs (2)	\$	8,800.00									\$	8,800.00
75	M6 - Hand Levers (2)	\$	100.00									\$	100.00
76	M6 - Electrical Grounding	\$	350.00									\$	350.00
77	M6 - Weir Holes	\$	100.00									\$	100.00
78	M6 - Spring Gate	\$	1,000.00									\$	1,000.00
79	M6 - Ladder Guard	\$	2,000.00									\$	2,000.00
80	M6 - Anchor Bolts (2)	\$	5,000.00									\$	5,000.00
81	M6 - Drain Valve	\$	3,400.00									\$	3,400.00
82	M6 - Tank Foundation	\$	5,000.00									\$	5,000.00
83	M6 - Cathodic Protection System	\$	39,000.00									\$	39,000.00
84	M6 - Interior Surface Prep	\$	60,000.00									\$	60,000.00
85	M6 - Interior Intermediate	\$	12,000.00									\$	12,000.00
86	M6 - Interior Finish Coat	\$	12,000.00									\$	12,000.00
87	M6 - Exterior Surface Prep	\$	11,000.00									\$	11,000.00
88	M6 - Exterior Intermediate	\$	15,000.00									\$	15,000.00
89	M6 - Exterior Finish Coat	\$	15,000.00									\$	15,000.00
90	Finish Erection	\$	1,000.00									\$	1,000.00
	Clamping Submittals	\$	1,000.00									\$	1,000.00
Totals		\$	1,607,500.00	\$	110,450.00	\$	365,650.00	\$	48,150.00	\$	524,250.00	\$	1,083,250.00
													32.6%

REMIT TO:

INDURON PROTECTIVE COATINGS
P.O. Box 2371 * Birmingham, AL 35201-2371
(205) 324-9584 Ext 602
induron.com



THANKS For Buying from Induron

Invoice

BILL TO:

SEMPER FI INDUSTRIAL COATINGS
5101 HIGHWAY 146
CRESTWOOD, KY 40014 USA

SHIP TO:

SEMPER FI INDUSTRIAL COATINGS
4820 OLD LAGRANGE ROAD
BUCKNER, KY 40031 USA

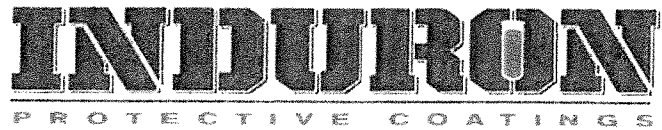
Ship Date	Customer PO	Ship Via	Invoice Date	Invoice No.
4/20/2023	MADISON, IN	SOUTHEASTERN	4/20/2023	IN-0026102
Order No.	Order Date	Cust Key	Salesperson	Terms
OR-0027366	4/19/2023	SEMF1	ROB BURCKLEY	NET 30 DAYS

Item No.	Description	Qty Ordered	Qty Shipped	Unit Price	Total
05A011870K	PE-70 EPOXY AQUA WHITE KIT	360 GAL	360 GAL	64.00 GAL	23,040.00
CONSISTS OF:					
	36 - 5GL 05A011870				
	36 - 5GL 05Q011970				
IC1	FREIGHT ALLOW				
SALES TAX	SALES TAX	1	1	1,382.40	1,382.40
Item Key	Lot Number	Quantity			
-----	-----	-----			
05A011870	000000000088523	24			
05A011870	000000000088647	12			
05Q011970	000000000088525	36			
FREIGHT ALLOW					Invoice Total: 24,422.40

TERMS The ordered products are F.O.B. Origin. The amount stated herein is due within 30 days of the date of this invoice. By acceptance of the products you acknowledge that only late payments of any amounts due to Induron hereunder will cause Induron to incur costs not contemplated hereunder, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Induron by third party vendors. Accordingly, if any amount due hereunder shall not be received by Induron within thirty (30) days after the date of this invoice, by acceptance of the goods, you agree to pay to Induron a late charge equal to: (a) 1.5% per month on the unpaid balance, and (b) all costs incurred by Induron for the collection of past due balances including, but not limited to, reasonable attorneys' fees, collection agency costs and all court costs and related fees (collectively, the "Late Charge"). The parties hereby agree that such late Charge represents a fair and reasonable estimate of the costs Induron will incur by reason of late payments.

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4820 OLD LAGRANGE ROAD
BUCKNER, KY 40031 USA

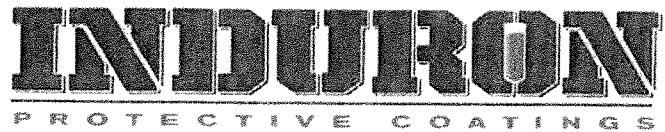
Ship Date	Customer PO	Ship Via	Invoice Date	Invoice No.
4/18/2023	MADISON, IN	SOUTHEASTERN	4/18/2023	IN-0026083
Order No.	Order Date	Cust Key	Salesperson	Terms
OR-0027356	4/18/2023	SEMPI	ROB BURCKLEY	NET 30 DAYS

Item No.	Description	Qty Ordered	Qty Shipped	Unit Price	Total
05H17907	INDURAZINC MC 67	80 5GL	80 5GL	325.00 5GL	26,000.00
05H017770K	PE-70 EPOXY TAN KIT	220 GAL	220 GAL	64.00 GAL	14,080.00
CONSISTS OF:					
	22 - 5GL 05H017770				
	22 - 5GL 05Q011970				
05K1017	INDURETHANE THINNER	3 5GL	3 5GL	310.00 5GL	930.00
05K1012	INDUSTRIAL THINNER	4 5GL	4 5GL	175.00 5GL	700.00
ICI	FREIGHT ALLOW				
SALES TAX	SALES TAX	1	1	2,502.60	2,502.60
Item Key	Lot Number	Quantity			
-----	-----	-----			
05H17907	00000000087777	6			
05H17907	00000000087862	27			
05H17907	00000000087864	47			
05H017770	00000000088524	22			
05Q011970	00000000088522	19			
05Q011970	00000000088525	2			
05Q011970	00000000088552	1			
FREIGHT ALLOW					Invoice Total: 44,212.60

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(205) 324-9584 Ext 602
induron.com



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Invoice

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5101 HIGHWAY 146
CRESTWOOD, KY 40014 USA

SHIP TO:

SEMPER FI INDUSTRIAL COATINGS
4820 OLD LAGRANGE ROAD
BUCKNER, KY 40031 USA

Ship Date	Customer PO	Ship Via	Invoice Date	Invoice No.
4/20/2023	MADISON, IN	SOUTHEASTERN	4/20/2023	IN-0026101
Order No.	Order Date	Cust Key	Salesperson	Terms
OR-0027357	4/18/2023	SEMPFI	ROB BURCKLEY	NET 30 DAYS

Item No.	Description	Qty Ordered	Qty Shipped	Unit Price	Total
05A081604K	INDURETHANE 6600 PLUS WTB KIT (1600	120 GAL	120 GAL	86.00 GAL	10,320.00
CONSISTS OF:					
	24 - 5GL 05A081604				
	24 - 1GL 01Q081212				
ICI	FREIGHT ALLOW				
SALES TAX	SALES TAX	1	1	619.20	619.20
Item Key	Lot Number	Quantity			
-----	-----	-----			
05A081604	000000000088127	24			
01Q081212	0223005	24			
FREIGHT ALLOW					Invoice Total: 10,939.20

TERMSThe ordered products are F O B. Origin. the amount stated herein is due within 30 days of the date of this invoice. By acceptance of the products you acknowledge that only late payments of any amounts due to Induron hereunder will cause Induron to incur costs not contemplated hereunder, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Induron by third party vendors. Accordingly, if any amount due hereunder shall not be received by Induron within thirty (30) days after the date of this invoice, by acceptance of the goods, you agree to pay to Induron a late charge equal to: (a) 1.5% per month on the unpaid balance, and (b) all costs incurred by Induron for the collection of past due balances including, but not limited to, reasonable attorneys' fees, collection agency costs and all court costs and related fees (collectively, the "Late Charge"). The parties hereby agree that such late Charge represents a fair and reasonable estimate of the costs Induron will incur by reason of late payments.

INVOICE

Pittsburg Tank & Tower Maint. Co.

1 Watertank Place
PO Box 1849
Henderson, KY 42419
Voice: 270-869-9400
Fax: 270-215-5719

Invoice Number: 21399
Invoice Date: Apr. 19, 2023
Page: 1

Bill To:

SEMPER FI INDUSTRIAL COATINGS, INC.
P. O. BOX 153
OTISVILLE, MI 48463

Job Location:

SEMPER FI INDUSTRIAL COATINGS
FURNISH
VARIOUS ITEMS
MADISON, IN 47250

Customer ID

SEMPERFI

Job ID

223030

Customer PO

SIGNED PROPOSAL

Shipping Method

None

Payment Terms

Net 30 Due

Ship Date

Due Date

05-19-23

<u>Description</u>	<u>Amount</u>
24" Frost Proof Vent	1,500.00
20' Section Ladder – Angle	9,000.00
20' Section Ladder – Standard	8,250.00
20' 4" x 3/8" Flatbar	1,200.00
20' 4x3x3/8 Angle	1,200.00
30" Shell Manway	12,600.00
Davit	600.00
30"Dia Roof Hatch w/Handhold	1,100.00
Riser Safety Grill	700.00
Handrail Materials – Top rail, Int rail, & Posts 3x3x1/4 –toe plate	3,200.00
4x1/4FB - 6x6x1/4 post plates	

Amount Billed	\$39,350.00
Total Tax	2,361.00
Retainage Held	00
TOTAL	\$41,711.00

Visa and Mastercard are accepted.

Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

SRF Disbursement Request Form

Participant Information							
Name:	City of Madison Municipal Water Works	SRF Loan Number:	DW22093903				
DUNS #:	08-620-0326	Cage Code:	5HXEO	Request Number:	23		
Mailing Address:	101 West Main Street						
City:	Madison	State:	IN	ZIP Code:	47250		
Contact Person:	Kathleen Rampy, Clerk Treasurer		Contact Phone Number:	812-265-8316			
Authorized Representative:	Bob Courtney, Mayor		Authorized Representative Phone Number:	812-265-8300			
If requesting reimbursement to the Participant by wire transfer please provide the following information:							
Bank Name:	German American		Bank Routing	083904563			
Account Name:	City of Madison Water & Sewer		Account Number:	1506676			
Loan Information							
Description of work for which claim is being made (services, fees, type of work, etc.):		Project W19120 – Water Utility System Water Main Replacements – Various Locations					
Is any part of this claim funded by an alternate funding source?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local							\$
Is any part of this claim funded by the Indiana Brownfields Program?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information							
Original Loan Amount:				\$	12,000,000		
Total Amount of Previous Disbursements:				\$	3,707,061		
Balance Available After this Disbursement:				\$	7,763,188		
Amount to Contractor for this Request:				\$	529751		
Is any part of this request a partial or final release of retainage to the contractor?							<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	BRACKNEY, INC.		DUNS #:	099026486			
Mailing address:	2145 STATE ROAD 1						
City:	BROOKVILLE	State:	IN	ZIP Code:	47012		
Wiring Information:							
Bank Name:			Bank Routing Number:				
Account Name:			Account Number:				
Retainage Amount for this Request:				\$	27882		
Participant requests that the retainage amount be held by SRF:							<input checked="" type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:							<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:							<input type="checkbox"/>
Bank Name:			Bank Routing Number:				
Account Name:			Account Number:				
Total Amount of this Request:				\$	529751		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:					Date:	5-15-23	
For Internal Use Only:							
Approved By:		Date:		GPR Amount:	\$	Lead Amount:	\$

Contractor's Application for Payment

Owner: <u>City of Madison</u> Engineer: <u>Commonwealth Engineers, Inc.</u> Contractor: <u>Brackney, Inc.</u> Project: <u>Water Utility Improvements</u> Contract: <u>Division "C" – Water Main Replacements</u>	Owner's Project No.: _____ Engineer's Project No.: <u>W19120</u> Contractor's Project No.: <u>2240</u>																								
Application No.: <u>3</u> Application Date: <u>5/1/2023</u> Application Period: From <u>4/1/2023</u> to <u>4/28/2023</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 4,837,175.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 4,837,175.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 2,333,622.96</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. <u>5%</u> X \$ <u>1,852,744.90</u> Work Completed</td> <td style="text-align: right;">\$ 92,637.25</td> </tr> <tr> <td> b. <u>5%</u> X \$ <u>480,878.06</u> Stored Materials</td> <td style="text-align: right;">\$ 24,043.90</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 116,681.15</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 2,216,941.81</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 1,687,190.90</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 529,750.91</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$ 2,503,552.04</td> </tr> </table>		1. Original Contract Price	\$ 4,837,175.00	2. Net change by Change Orders	\$	3. Current Contract Price (Line 1 + Line 2)	\$ 4,837,175.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,333,622.96	5. Retainage		a. <u>5%</u> X \$ <u>1,852,744.90</u> Work Completed	\$ 92,637.25	b. <u>5%</u> X \$ <u>480,878.06</u> Stored Materials	\$ 24,043.90	c. Total Retainage (Line 5.a + Line 5.b)	\$ 116,681.15	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,216,941.81	7. Less previous payments (Line 6 from prior application)	\$ 1,687,190.90	8. Amount due this application	\$ 529,750.91	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 2,503,552.04
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Contractor's Certification <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.; (4) all items and amounts on the face of this Contractor's Application for Payment are correct; (5) all Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; (6) the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate, (7) no part of the "Balance Due This Payment" has been received, and (8) the undersigned and his subcontractors have - (check applicable line):</p> <p> a. <input type="checkbox"/> Complied with all labor provisions of said Contract.</p> <p> b. <input type="checkbox"/> Complied with all labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions (if (b) is checked, describe briefly nature of dispute on an attached sheet).</p>																									
Contractor: <u>Brackney, Inc.</u> Signature: _____ Date: <u>5-9-23</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Recommended by Engineer By: <u>TABBO</u> Title: <u>Project Mgr</u> Date: <u>5-9-2023</u> </td> <td style="width: 50%; vertical-align: top;"> Approved by Owner By: _____ Title: _____ Date: _____ </td> </tr> <tr> <td colspan="2"> Approved by Funding Agency By: _____ Title: _____ Date: _____ </td> </tr> </table>		Recommended by Engineer By: <u>TABBO</u> Title: <u>Project Mgr</u> Date: <u>5-9-2023</u>	Approved by Owner By: _____ Title: _____ Date: _____	Approved by Funding Agency By: _____ Title: _____ Date: _____																					
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Approved by Funding Agency By: _____ Title: _____ Date: _____																									

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Madison	Owner's Project No.:	
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	W19120
Contractor:	Brackney, Inc.	Contractor's Project No.:	2240
Project:	Water Utility Improvements		
Contract:	Division "C" - Water Main Replacements		

Application No.:	3	Application Period:	From 04/01/23 to 04/28/23	Application Date:	05/01/23
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[illegible]

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Madison	Owner's Project No.:	
Contractor:	Commonwealth Engineers, Inc.	Engineer's Project No.:	W19120
Project:	Water Utility Improvements	Contractor's Project No.:	2240
Contract:	Division "C" - Water Main Replacements		

Application No.:		3	Application Period:		From	04/01/23	to	04/28/23	Application Date:					05/01/23
A	B	C	D	Contract Information		E	F	G	H		I	J	K	L
Bid Item No.	Description	Item	Quantity	Units		Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
								Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract														
01	Mobilization, Demobilization, Bond, and Start-up	1.00	LS			200,000.00	200,000.00	0.95	190,000.00		190,000.00	95%	10,000.00	
04	Temporary Erosion Control	1.00	LS			12,000.00	12,000.00	0.50	6,000.00		6,000.00	50%	6,000.00	
06	Utility Service Line Adjustment	1.00	ALLW			50,000.00	50,000.00	0.21	10,345.00		10,345.00	21%	39,655.00	
14	Traffic Control	1.00	LS			18,500.00	18,500.00	0.50	9,250.00		9,250.00	50%	9,250.00	
Flint St														
2a	6" Water Main, Open Cut	2,000.00	LF			58.00	116,000.00			35,800.00	35,800.00	31%	80,200.00	
2b	6" Water main, HDD	160.00	LF			150.00	24,000.00					0%	24,000.00	
2c	Restrained Joints	4.00	EA			230.00	920.00					0%	920.00	
3a	6" Gate Valve with Valve Box	1.00	EA			2,325.00	2,325.00			1,447.10	1,447.10	62%	877.90	
3c	5½" Fire Hydrant w/ Auxiliary w/ 6" Gate Valve and Box	4.00	EA			7,410.00	29,640.00			23,860.40	23,860.40	81%	5,779.60	
5a	Service Reconnection	27.00	EA			1,700.00	45,900.00					0%	45,900.00	
5b	Water Service Piping	800.00	LF			28.70	22,960.00					0%	22,960.00	
7a	6" Type "A" Connection	2.00	EA			6,155.00	12,310.00			6,649.90	6,649.90	54%	5,660.10	
8	Granular Backfill	7,000.00	LF			17.10	34,200.00					0%	34,200.00	
10	Concrete Surface Repair	30.00	LF			100.00	3,000.00					0%	3,000.00	
11	Hot Mix Asphalt (HMA) Pavement	1,900.00	LF			33.00	62,700.00					0%	62,700.00	
12	Final Grading, Seeding, and Mulching	1.00	LS			16,000.00	16,000.00					0%	16,000.00	
13a	Concrete Curb	10.00	LF			100.00	1,000.00					0%	1,000.00	
Franks Drive														
2a	6" Water Main, Open Cut	23.00	LF			125.00	2,875.00			411.70	411.70	14%	2,463.30	
2c	8" Water Main, Open Cut	6,500.00	LF			80.00	520,000.00			201,370.00	201,370.00	39%	318,630.00	
2d	8" Water Main, HDD	50.00	LF			305.00	15,250.00					0%	15,250.00	
2e	Restrained Joints	30.00	EA			430.00	12,900.00					0%	12,900.00	
3b	8" Gate Valve with Valve Box	6.00	EA			2,770.00	16,620.00			12,506.04	12,506.04	75%	4,113.96	
3c	5½" Fire Hydrant w/ Auxiliary w/ 6" Gate Valve and Box	12.00	EA			7,525.00	90,300.00			71,581.20	71,581.20	79%	18,718.80	
3d	8" Insertion Valves	1.00	EA			14,100.00	14,100.00					0%	14,100.00	
5a	Service Reconnection	98.00	EA			1,700.00	166,600.00					0%	166,600.00	
5b	Water Service Piping	3,500.00	LF			28.70	100,450.00					0%	100,450.00	
7a	6" Type "A" Connection	1.00	EA			6,155.00	6,155.00			3,324.95	3,324.95	54%	2,830.05	
7b	8" Type "A" Connection	3.00	EA			8,000.00	24,000.00			11,294.19	11,294.19	47%	12,705.81	
8	Granular Backfill	6,500.00	LF			17.10	111,150.00					0%	111,150.00	
10	Concrete Surface Repair	350.00	LF			80.00	28,000.00					0%	28,000.00	
11	Hot Mix Asphalt (HMA) Pavement	4,400.00	LF			33.00	145,200.00					0%	145,200.00	
12	Final Grading, Seeding, and Mulching	1.00	LS			31,000.00	31,000.00					0%	31,000.00	
13a	Concrete Curb	10.00	LF			100.00	1,000.00					0%	1,000.00	
Hillcrest Drive														
2a	6" Water Main, Open Cut	60.00	LF			90.00	5,400.00	194.00	17,460.00		17,460.00	323%	(12,060.00)	
2c	8" Water Main, Open Cut	4,700.00	LF			80.00	376,000.00	4,622.00	369,760.00	2,416.44	372,176.44	99%	3,823.56	
2e	Restrained Joints	30.00	EA			430.00	12,900.00	8.00	3,440.00		3,440.00	27%	9,460.00	
3a	6" Gate Valve with Valve Box	1.00	EA			2,325.00	2,325.00	1.00	2,325.00		2,325.00	100%	-	
3b	8" Gate Valve with Valve Box	9.00	EA			2,770.00	24,930.00	9.00	24,930.00		24,930.00	100%	-	
3c	5½" Fire Hydrant w/ Auxiliary w/ 6" Gate Valve and Box	10.00	EA			7,525.00	75,250.00	11.00	82,775.00		82,775.00	110%	(7,525.00)	
5a	Service Reconnection	75.00	EA			1,700.00	127,500.00	77.00	130,900.00		130,900.00	103%	(3,400.00)	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Madison		Commonwealth Engineers, Inc.		Owner's Project No.: W19120							
Engineer: Brackney, Inc.				Engineer's Project No.: 2240							
Contractor: Water Utility Improvements				Contractor's Project No.:							
Project: Division "C" - Water Main Replacements											
Contract:											
Application No.: 3		Application Period: From 04/01/23 to 04/28/23		Application Date: 05/01/23							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
5b	Water Service Piping	2,700.00	LF	28.70	77,490.00	2,882.00	82,713.40	82,713.40	5,000.00	107%	(5,223.40)
5c	Water Meter Assembly	1.00	ALLW	5,000.00	5,000.00	1.00	5,000.00	5,000.00	12,310.00	100%	-
7a	6" Type "A" Connection	1.00	EA	6,155.00	6,155.00	2.00	12,310.00	12,310.00	8,000.00	200%	(6,155.00)
7b	8" Type "A" Connection	1.00	EA	8,000.00	8,000.00	1.00	8,000.00	8,000.00	8,000.00	100%	-
8	Granular Backfill	4,800.00	LF	17.10	82,080.00	4,792.00	81,943.20	81,943.20	136.80	100%	136.80
10	Concrete Surface Repair	30.00	LF	80.00	2,400.00	28.00	2,240.00	2,240.00	160.00	93%	160.00
11	Hot Mix Asphalt (HMA) Pavement	4,700.00	LF	33.00	155,100.00	38.00	1,254.00	1,254.00	153,846.00	1%	153,846.00
12	Final Grading, Seeding, and Mulching	1.00	LS	31,000.00	31,000.00	0.50	15,500.00	15,500.00	15,500.00	50%	15,500.00
13a	Concrete Curb	100.00	LF	50.00	5,000.00		-	-	0%	0%	5,000.00
13b	Concrete Sidewalk	200.00	LF	50.00	10,000.00		-	-	0%	0%	10,000.00
Sunrise Drive											
2a	6" Water Main, Open Cut	7,000.00	LF	70.00	490,000.00	4,205.00	294,350.00	50,030.50	344,380.50	70%	145,619.50
2b	6" Water main, HDD	800.00	LF	105.00	84,000.00		-	-	-	0%	84,000.00
2c	4" Water Main, Open Cut	20.00	LF	90.00	1,800.00	12.00	1,080.00	62.64	1,142.64	63%	657.36
2g	Restrained Joints	37.00	EA	230.00	7,360.00	16.00	3,680.00		3,680.00	50%	3,680.00
3a	6" Gate Valve with Valve Box	14.00	EA	2,325.00	32,550.00	13.00	30,225.00	1,447.10	31,672.10	97%	877.90
3c	5 1/2" Fire Hydrant w/ Auxiliary w/ 6" Gate Valve and Box	14.00	EA	7,525.00	105,350.00	8.00	60,200.00	35,790.60	95,990.60	91%	9,359.40
5a	Service Reconnection	93.00	EA	1,700.00	158,100.00		-	-	-	0%	158,100.00
5b	Water Service Piping	3,200.00	LF	28.70	91,840.00		-	-	-	0%	91,840.00
5c	Water Meter Assembly	1.00	ALLW	5,000.00	5,000.00		-	-	5,000.00	0%	5,000.00
7a	6" Type "A" Connection	6.00	EA	6,155.00	36,930.00		-	-	19,949.70	54%	16,980.30
7c	4" Type "A" Connection	1.00	EA	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
8	Granular Backfill	7,000.00	LF	17.10	119,700.00	4,217.00	72,110.70		72,110.70	60%	47,589.30
10	Concrete Surface Repair	500.00	LF	50.00	25,000.00		-	-	-	0%	25,000.00
11	Hot Mix Asphalt (HMA) Pavement	5,100.00	LF	33.00	168,300.00		-	-	-	0%	168,300.00
12	Final Grading, Seeding, and Mulching	1.00	LS	31,000.00	31,000.00		-	-	-	0%	31,000.00
13a	Concrete Curb	10.00	LF	100.00	1,000.00		-	-	-	0%	1,000.00
East Street - MA1											
MA1 - 1a	Mobilization, Demobilization, Bond and Startup	1.00	LS	10,000.00	10,000.00		-	-	9,500.00	95%	500.00
MA1 - 2a	6" Water Main, Open Cut	2,000.00	LF	66.00	132,000.00	1,836.00	121,176.00	2,935.60	124,111.60	94%	7,888.40
MA1 - 2g	Restrained Joints	18.00	EA	230.00	4,140.00	4.00	920.00		920.00	22%	3,220.00
MA1 - 3a	6" Gate Valve with Valve Box	4.00	EA	2,325.00	9,300.00	6.00	13,950.00		13,950.00	150%	(4,650.00)
MA1 - 3c	5 1/2" Fire Hydrant w/ Auxiliary w/ 6" Gate Valve and Box	6.00	EA	7,525.00	45,150.00	6.00	45,150.00		45,150.00	100%	-
MA1 - 3d	8" Insertion Valves	2.00	EA	14,100.00	28,200.00		-	-	-	0%	28,200.00
MA1 - 5a	Service Reconnection	21.00	EA	1,700.00	35,700.00	21.00	35,700.00		35,700.00	100%	-
MA1 - 5b	Water Service	1,200.00	LF	28.70	34,440.00	943.00	27,064.10		27,064.10	79%	7,375.90
MA1 - 7a	6" Type "A" Connection	4.00	EA	6,155.00	24,620.00	4.00	24,620.00		24,620.00	100%	-
MA1 - 8	Granular Backfill	2,000.00	LF	17.10	34,200.00	2,785.00	47,623.50		47,623.50	139%	(13,423.50)
MA1 - 10	Concrete Surface Repair	110.00	LF	50.00	5,500.00		-	-	-	0%	5,500.00
MA1 - 11	Hot Mix Asphalt (HMA) Pavement	1,900.00	LF	33.00	62,700.00		-	-	-	0%	62,700.00
MA1 - 12	Final Grading, Seeding, and Mulching	1.00	LS	8,500.00	8,500.00	0.50	4,250.00		4,250.00	50%	4,250.00
SR 62 - MA2											
MA3a - 3a	8" Water Main, Open Cut	1,000.00	LF	65.00	65,000.00		-	-	-	0%	65,000.00
MA3a - 3b	Granular Backfill	1,000.00	LF	17.10	17,100.00		-	-	-	0%	17,100.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Madison		Engineer's Project No.: W19120									
Contractor: Commonwealth Engineers, Inc.		Contractor's Project No.: 2240									
Project: Water Utility Improvements											
Contract: Division "C" - Water Main Replacements											
Application No.: 3		Application Date: 05/01/23									
Application Period: From 04/01/23 to 04/28/23											
A	B	C	D	E	F	G	H	I	J	K	L
Description		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
MA3a - 3c	Hot Mix Asphalt (HMA) Pavement	170.00 LF		33.00	5,610.00					0%	5,610.00
MA3a - 3d	Final Grading, Seeding, and Mulching	1.00 LS		8,500.00	8,500.00					0%	8,500.00
Original Contract Totals					\$ 4,837,175.00		\$ 1,852,744.90	\$ 480,878.06	\$ 2,333,622.96	48%	\$ 2,503,552.04

Contractor's Application for Payment

Owner:	City of Madison	Owner's Project No.:	
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	W19120
Contractor:	Brackney, Inc.	Contractor's Project No.:	2240
Project:	Water Utility Improvements		
Contract:	Division "C" - Water Main Replacements		

[illegible]

Contractor's Application for Payment

EJCDC C-630 Contractor's Application for Payment
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C-294

Contractor's Application for Payment

Owner:	City of Madison			Owner's Project No.:	
Engineer:	Commonwealth Engineers, Inc.			Engineer's Project No.:	W19120
Contractor:	Brackney, Inc.			Contractor's Project No.:	2240
Project:	Water Utility Improvements				
Contract:	Division "C" – Water Main Replacements				
Application No.:	3	Application Period:	From 04/01/23 to 04/28/23	Application Date:	05/01/23

1.	Total Value of Original Contract Work Completed This Estimate Period:	\$	\$699,529.10
2.	Total Value of Change Order Work Completed This Estimate Period:	\$	
3.	Total Net Contract Work Completed This Estimate Period:	\$	\$699,529.10
4.	Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:	\$	\$622,774.62
5.	Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:	\$	\$480,878.86
6.	Net Increase/Decrease For Stored Materials on This Pay Estimate:	\$	-\$141,895.76
7.	Total Value of ALL Work Completed & Stored Material This Estimate Period (Line 3 + Line 6):	\$	\$557,633.34
8.	Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:	\$	\$27,881.67
9.	Total Amount Due to Contractor This Estimate Period:	\$	\$529,750.91

JOINT USE AND MAINTENANCE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF MADISON, INDIANA
Concerning
GATEWAY WALLS

This Joint Use and Maintenance Agreement (“Agreement”), made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as “INDOT”), and City of Madison, Indiana (hereinafter referred to as “CITY”) (jointly referred to as the “Parties”) is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the CITY has applied for permit #T0000166547 (the “Permit”) for demolition of limited access right-of-way fencing (hereinafter referred to as “LARW Fencing”), detailed later in this Agreement and depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the CITY’s Permit also includes the installation of one sixty (60) foot gateway wall, with pin mounted backlit metal channel lettering presenting “Welcome to Madison” and a placard displaying the name of the CITY’s mayor, located in the northeast corner of the intersection of State Road (“SR”) 62 and Michigan Road; and a thirty (30) foot gateway wall located in the northwest corner of the intersection of SR 62 and Michigan Road with a pin mounted backlit metal seal of the CITY (collectively referred to as “Gateway Walls”), and depicted in detail in Exhibit B, attached hereto and incorporated herein, and

WHEREAS, INDOT has a planned project under Contract R-44170, Des 1902023, (hereinafter, the “Project”) to construct curb medians near SR 56/SR 62 and Michigan Road, which will include altering the northwest turning radius; and

WHEREAS, the CITY understands that the Gateway Walls are a secondary interest to the use of the limited access right-of-way for transportation purposes and shall be solely responsible to remove or relocate any interferences with INDOT’s Project; and

WHEREAS, the Parties desire to delineate responsibilities for the demolition and disposal of the LARW Fencing, and the installation and maintenance of the Gateway Walls, and all associated costs therewith; and

WHEREAS, the CITY shall be solely responsible for all costs associated with the demolition and disposal of the LARW fencing, and all costs associated with the installation and maintenance of the Gateway Walls; and

WHEREAS, the demolition of the LARW Fencing, and the installation and maintenance of the Gateway Walls, will occur within state-owned or controlled limited access right-of-way (“LARW”), under the jurisdiction of INDOT, as shown in **Exhibit A** and **Exhibit B**; and

WHEREAS, it is of mutual interest for the Parties to cooperate in providing highway beautification improvements for the aesthetic appeal to the traveling public;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

ARTICLE I. PURPOSE AND TERM

1.1. Recitals. The Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

1.2. Purpose. The purpose of this Agreement is to delineate costs and responsibilities for the demolition and disposal of the LARW Fencing and the installation and maintenance of the Gateway Walls in the LARW.

1.3. Term.

1.3.1. Effective This Agreement shall commence as of the date approved as to form and legality by the Attorney General of Indiana, or an authorized representative.

1.3.2. Termination. This Agreement shall terminate upon one of the following:

- a. the removal of the Gateway Signs, or
- b. by either party giving the other party thirty (30) days written notice of termination.

ARTICLE II. CITY’S RESPONSIBILITIES

2.1. Financial Responsibilities. The CITY shall have sole responsibility for all associated costs with the demolition and disposal of the LARW Fencing and the design, construction, installation, maintenance, repairs, improvements, and removal of the Gateway Walls. The CITY shall also be responsible for all utilities serving the Gateway Walls. To the extent permitted by law, in addition to the terms agreed upon pursuant to Section 4.22 of this Agreement, the CITY shall indemnify and hold INDOT harmless for any claims arising out of the Gateway Walls within the LARW. This provision shall survive the termination of this Agreement.

2.2. Project Responsibilities.

- 2.2.1. The CITY shall have sole responsibility for the demolition and disposal of the following sections of LARW Fencing:
- A. Demolition and disposal of approximately two hundred and ten (210) feet of LARW fence north of State Road ("SR") 62, starting near the Michigan Road intersection (coordinates 38°46'32.7",85°23'13.5"), and proceeding generally east-southeast to coordinates 38°46'31.9",85°23'11.1"; and
 - B. Demolition and disposal of approximately twelve hundred (1200) feet of LARW fence south of SR 62, starting near the Michigan Road intersection (coordinates 38°46'30.0",85°23'12.6"), and proceeding generally east-northeast to coordinates 38°46'31.5",85°22'57.8";
 - C. Demolition and disposal of approximately six hundred and forty (640) feet of LARW on the south side of SR 62 for from coordinates 38°46'34.0",85°22'53.4" and proceeding generally northeast to 38°46'38.3", 85°22'47.5" at the Franks Drive intersection with SR 56.
 - D. The CITY shall install any required monuments along the removed fence line.
- 2.2.2. The CITY shall have sole responsibility for the design, installation, repair, and maintenance of the electrical lines that power the Gateway Walls, and all associated costs therewith.
- A. The CITY is solely responsible to run its own electrical lines to power the Gateway walls, taking special care to avoid INDOT traffic light loops when running lines under Michigan Road.
 - B. The CITY shall develop plans for the design and installation of the utilities serving the Gateway Walls. INDOT shall be provided the opportunity to review and approve all utilities design plans, and the CITY shall promptly ensure that any changes required by INDOT are incorporated into final plans. The CITY understands and agrees that INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of SR 62 or SR 56.
 - C. Any damages to INDOT electrical lines during installation and/or repairs of the Gateway Walls, now or in the future, are the sole responsibility of the CITY.
- 2.2.3. The CITY shall have sole responsibility for the design, construction, installation, maintenance, repairs, improvements, and removal of the Gateway Walls. The CITY shall develop plans for the design, construction, repairs, installation, and removal of the Gateway Walls. INDOT shall be provided the opportunity to review and approve all design plans, and the CITY shall promptly ensure that any changes required by INDOT are incorporated into final plans. The CITY understands and agrees that INDOT shall be the sole and final decision maker on anything that is

related to and/or may impact the quality and function of SR 62 and/or SR 56. The CITY shall conduct all design, construction and installation work of the Gateway Walls in accordance with all applicable federal and state laws as well as INDOT and FHWA standards and good engineering practices as set forth in the following: (1) Title 23, US Code, Highways, (2) the regulations issued pursuant thereto, (3) the Americans with Disabilities Act of 1990, (4) I.C. 36, and (5) the policies and procedures promulgated by INDOT and FHWA relative to the Agreement. All plans shall be completed in accordance with all requirements of the most recent edition of INDOT's Standard Specifications and the Indiana Design Manual. The CITY shall comply with all terms and conditions of its Permit.

2.2.4. The CITY will be solely responsible to remove and/or relocate any interferences with INDOT's Project.

2.3. Maintenance Responsibilities. The CITY shall perform, or cause to be performed, all necessary routine maintenance for the Gateway Walls in accordance with all applicable state and federal laws, as well as INDOT standards, policies, and procedures relative to this Agreement. The CITY understands and agrees that if the Gateway Walls are damaged and need to be repaired, it is the CITY's responsibility to repair the Gateway Walls within ninety (90) days. The CITY understands and agrees that if the Gateway Walls are damaged or need to be replaced, it is the CITY's responsibility to repair or replace the Gateway walls within ninety (90) days. If the CITY has not repaired or replaced the Gateway Walls within ninety (90) days after INDOT deemed it necessary to repair or replace the Gateway Walls, INDOT may remove the damaged Gateway Walls at the CITY's expense. Maintenance activities performed on any portion of the Gateway Walls shall not create any adverse impact or interfere with the safety and travel of the motoring public.

2.3.1. Future maintenance shall include but not be limited to:

- A. The CITY shall be responsible for the maintenance responsibilities of the Gateway Walls. To the extent any snow buildup on the Gateway Walls exceeds safety recommendations and leads to an obstruction of sight distance, the CITY shall be responsible for snow removal from Gateway Walls.
- B. The CITY shall be solely responsible for the payment of all fees and costs for any utility services serving the Gateway Walls. INDOT shall not be responsible for the costs of any fees or costs for utility services serving the Gateway Walls, now or in the future.
- C. The CITY shall be responsible to plan out maintenance activities performed within the LARW. The CITY shall submit to the Seymour District Permit Manager ("Permit Manager") a maintenance plan for approval prior to commencement of any maintenance activities within the LARW. The maintenance plan shall identify the types of maintenance activities to be completed and an estimated schedule of when these activities will occur. The plan shall include a Maintenance of Traffic ("MOT") plan if such activities will

require lane closures or traffic restrictions on SR 62 and/or SR 56. The Permit Manager shall promptly notify the CITY of any concerns or deficiencies in the plan.

2.3.2 Modifications to Gateway Walls. The CITY shall not erect any signs, sculptures, or structures within the LARW, outside of those covered by this Agreement, without the prior approval of INDOT. If the CITY wishes to install additional improvements within the right-of-way, prior to installation, the CITY shall apply for a permit, submit a design plan to the Permit Manager for review and approval, and enter into an amendment to this Agreement.

2.3.3 Removal of Gateway Walls.

- A. Upon termination of the Agreement pursuant to Section 1.3, the CITY may be required to remove the Gateway Walls and/or their infrastructure at INDOT's request. Failure to remove the Gateway Walls and/or their infrastructure may result in INDOT removing the Gateway Walls and/or their infrastructure and billing the CITY for costs of removal.
- B. In the event that INDOT determines, in its sole reasonable discretion, that the CITY is not adequately maintaining the Gateway Walls and/or their infrastructure, or for any other justified reason (i.e., safety concerns for pedestrians, bicyclists, the motoring public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT may order the CITY to remove or modify the Gateway Walls and/or their infrastructure at the CITY's expense. Except in cases of emergency (i.e., eminent threat of harm to the traveling public), INDOT will provide ninety (90) days written notice to the CITY that the Gateway Walls and/or their infrastructure must be removed or modified. If the Gateway Walls and/or their infrastructure are not removed or modified to INDOT's satisfaction within ninety (90) days of issuance of notice under this section, INDOT may remove the Gateway Walls and/or their infrastructure and bill the CITY for the costs of removal.
- C. The CITY understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the Gateway Walls and/or their infrastructure for any reason.

2.4. Use of State Right-of-Way.

2.4.1. Subject to the terms and conditions of this Agreement, INDOT grants permission to the CITY, its employees, and its contractors to enter upon LARW for the sole and exclusive purposes of installing, inspecting, maintaining, operating, and repairing the Gateway Walls. Prior to entering the LARW, the CITY shall apply for a permit each time it intends to enter the LARW before commencing any such work. This includes even routine maintenance and repair activities. Pursuant to

applicable state and federal law, for highway and limited access facilities, INDOT must grant written permission for each entry into the LARW, which must be based on specific traffic control and/or worker safety plans. Accordingly, as a condition precedent to giving effective notice, the CITY shall provide to INDOT all such traffic control and worker safety plans and other information as INDOT shall request or require in connection with granting such permission. The CITY shall not enter upon the LARW until the CITY has received written approval via a permit from INDOT, which shall not be unreasonably withheld, to enter upon the LARW. INDOT shall only be required to approve the CITY's request to enter upon LARW if the CITY's request is consistent with all applicable federal and state laws and this Agreement.

- 2.4.2.** Any use of the LARW permitted by this Agreement remains secondary to the interest of INDOT to use the LARW for highway or other transportation purposes. The CITY agrees that it shall surrender the LARW upon which the Gateway Walls are located, whether in part or in its entirety, if, in INDOT's discretion, the LARW or any portion thereof, is required for future expansion, modification, or maintenance of SR 62 and/or SR 56. The Parties understand that this Agreement does not: (1) grant any interest or other rights in the land, either temporarily or permanently; or (2) establish a shared-use facility which would require replacement if INDOT has a need to use the affected property for highway purposes in the future.

ARTICLE III. INDOT'S RESPONSIBILITIES

3.1. Financial Responsibilities. Under no circumstances shall INDOT be responsible for any costs associated with the demolition and removal of the LARW Fencing or the design, construction, installation, maintenance, improvement, removal of the Gateway Walls, or for the utilities serving the Gateway Walls.

3.2. Project Responsibilities. INDOT shall have the right to review and approve all design plans for the Gateway Walls that are to be constructed, installed, and located within LARW. INDOT shall promptly notify the CITY in the event that changes are required. INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of SR 45 or SR 46. INDOT shall have approval authority for the CITY's maintenance of the Gateway Walls and for any improvements to the Gateway Walls located within the LARW. Such review and approval shall be completed in a reasonable period of time. Under no circumstances shall INDOT be responsible for any work associated with the design, construction, installation, maintenance, improvement, or removal of the Gateway Walls.

3.3. Future Maintenance. INDOT shall maintain any INDOT structures located within the LARW. INDOT shall have no maintenance responsibilities regarding the Gateway Walls. In the event the CITY fails to timely complete any necessary repairs or maintenance to the Gateway Walls in the interest of the safety of pedestrians, bicyclists, or the motoring public, INDOT may complete any necessary repairs or maintenance and invoice the CITY for the total cost of the repair. The CITY shall pay each invoice within thirty (30) days of issuance of the invoice. If INDOT or its

contractors damage the Gateway Walls during maintenance activities that fall under this section, INDOT has no responsibility to repair or to compensate the CITY for the cost of repairs.

ARTICLE IV. GENERAL PROVISIONS

4.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2. Assignment; Successors. [OMITTED – NOT APPLICABLE.]

4.3. Assignment of Antitrust Claims. As part of the consideration for this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

4.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds paid, if any, through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

4.5. Authority to Bind the City. The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the CITY when his/her signature is affixed and accepted by the State.

4.6. Changes in Work. The CITY shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

4.7. Certification for Federal-Aid Contracts Lobbying Activities. The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

4.8. Compliance with Laws.

- A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.
- B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. [OMITTED – NOT APPLICABLE.]
- D. [OMITTED – NOT APPLICABLE.]
- E. [OMITTED – NOT APPLICABLE.]
- F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of

work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

1. The CITY and any principals of the CITY certify that:

(A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2. The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

4.9. Condition of Payment. [OMITTED – NOT APPLICABLE.]

4.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE.]

4.11. Continuity of Services. [OMITTED – NOT APPLICABLE.]

4.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or

supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CITY.

- B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

4.13. Default by State. [OMITTED – NOT APPLICABLE.]

4.14. Disputes. [OMITTED – NOT APPLICABLE.]

4.15. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY, in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C. (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C.(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A. through E. above.

4.16. Employment Eligibility Verification. As required by IC §22-5-1.7, the CITY swears or affirms under the penalties of perjury that the CITY does not knowingly employ an unauthorized alien. The CITY further agrees that:

- A. The CITY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and does not employ any employees.
- B. The CITY shall not knowingly employ or contract with an unauthorized alien. The CITY shall not retain an employee or contract with a person that the CITY subsequently learns is an unauthorized alien.
- C. The CITY shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the CITY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

4.17. Employment Option. [OMITTED – NOT APPLICABLE.]

4.18. Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be

immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.19. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

4.20. Governing Laws. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

4.22. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out of any law, ordinance, order or decree. INDOT shall not provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

4.23. Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the Parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The CITY shall provide all necessary unemployment and workers' compensation insurance for the CITY's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

4.24. Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]

4.25 Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

4.26. Insurance. The CITY shall cause and require the contractors installing or maintaining the Signs to secure and keep in force during the term of this Agreement the insurance coverages specified in the 2022 INDOT Standard Specifications.

4.27. Key Person(s). [OMITTED – NOT APPLICABLE.]

4.28. Licensing Standards. [OMITTED – NOT APPLICABLE.]

4.29. Merger & Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by the necessary parties.

4.30. Minority and Women’s Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

4.31. Non-Discrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law (“Protected Characteristics”). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, where applicable, the CITY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY complies with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT’s nondiscrimination enforcement is

broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "the CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

4.32. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:

Linnea Wellings, P.E.
Special Projects Engineer - Seymour District
185 Agrico Lane
Seymour, IN 47274
Phone: 812-525-4137
Email: LWellings@indot.IN.gov

With Copy To:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Email: kshelby@indot.in.gov

B. For the CITY:

Mindy McGee, Deputy Mayor – Chief of Staff
City of Madison
101 West Main Street
Madison, IN 47250
Phone: 812-265-8300
Email: mmcgee@madison-in.gov

4.33. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

4.34. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

4.35. Payments. [OMITTED – NOT APPLICABLE.]

4.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1. Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

4.37. Progress Reports. [OMITTED – NOT APPLICABLE.]

4.38. Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the CITY is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The CITY shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

4.39. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.40. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

4.41. Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

4.42. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

4.43. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CITY or its contractors as a result of this Agreement.

4.45. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination is affected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

4.46. Termination for Default. [OMITTED – NOT APPLICABLE.]

4.47. Travel. [OMITTED – NOT APPLICABLE.]

4.48. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

4.49. Work Standards. [OMITTED – NOT APPLICABLE.]

4.50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained the *2022 SCM Template*) in any way except as follows: None.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member, or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY OF MADISON

Bob Courtney, Mayor

Date: _____

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Anthony K. McClellan
Seymour District Deputy Commissioner

Date: _____

Executed By:

_____(FOR)
Michael Smith
Commissioner

Date: _____

APPROVALS

[State approvals are electronic – see attached confirmation page.]

STATE OF INDIANA
Budget Agency

By: (FOR)
Zachary Q. Jackson, Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Rebecca Holwerda, Commissioner

Date:

Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita
Attorney General

Date:

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36

1

Signature	DATE
DESIGNED BY	3/1/2023
CHECKED BY	3/1/2023
DESIGNED BY	3/1/2023
DATE	3/1/2023

Professional Engineer's Seal

MICHIGAN ROAD PUMP STATION
AND FORCE MAIN
MADISON, INDIANA
FENCE REMOVAL

REDEVELOPMENT COMMISSION
MADISON, INDIANA
101 W. MAIN STREET
MADISON, INDIANA 47250
(812) 265-8300

Jacob, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors
1000 Main Street - Suite 200, Madison, IN 47250
(812) 265-8300 - www.jtl-inc.com

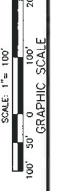
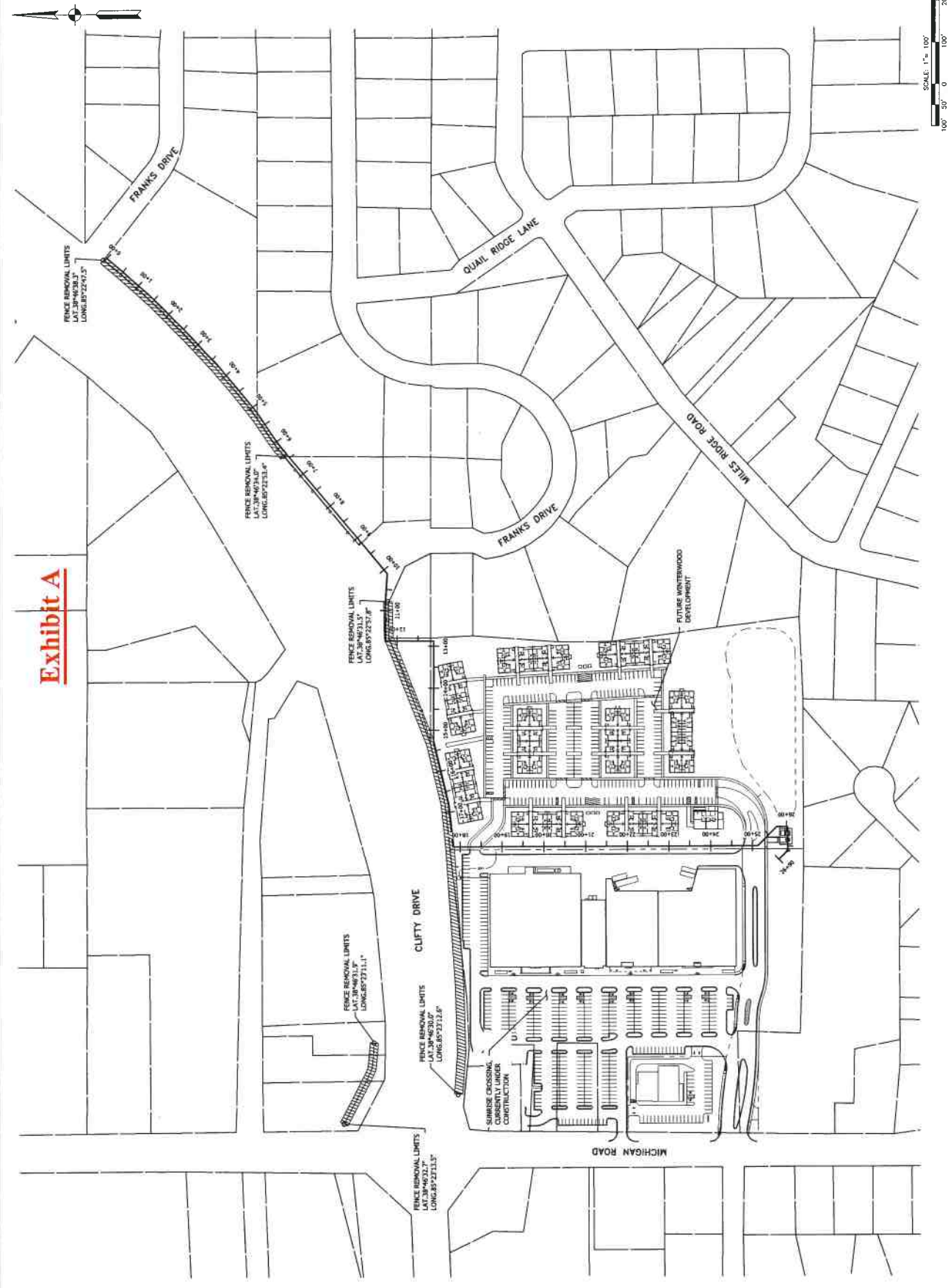
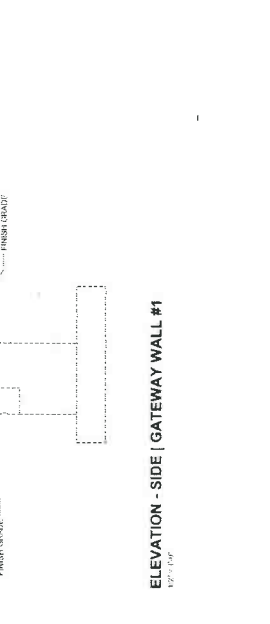
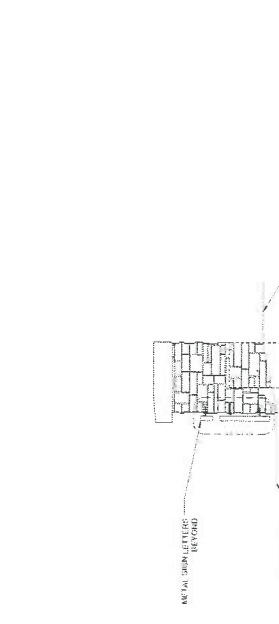
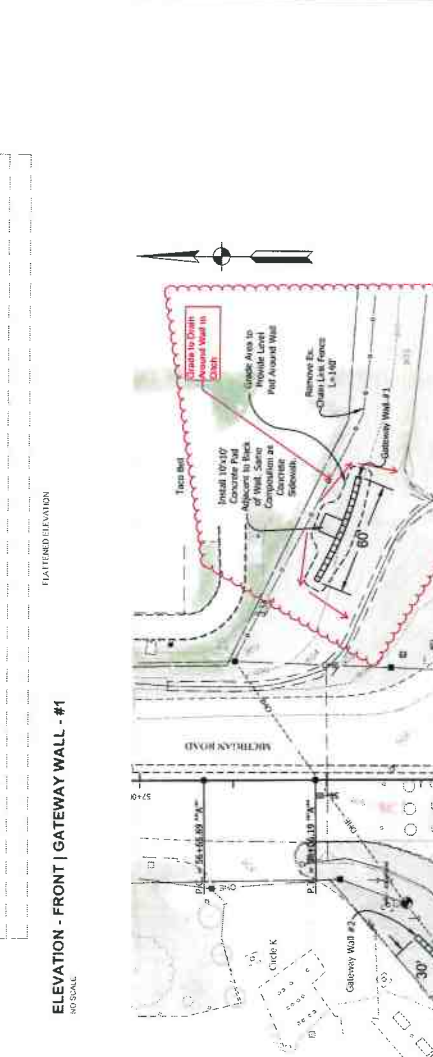
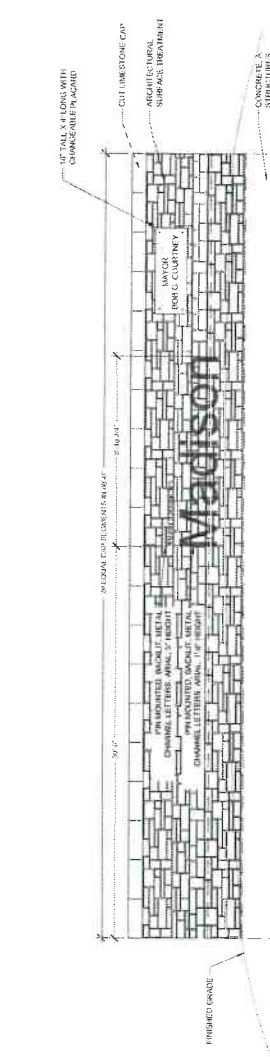
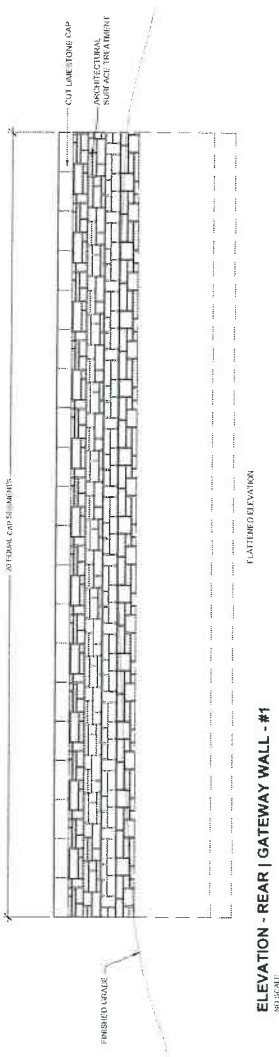


Exhibit A



Cu_2O , Fe_2O_3 , ZnO , Al_2O_3 , SiO_2 , CaCO_3 , MgCO_3 , BaCO_3 , SrCO_3 , PbCO_3 , AgCl , Hg_2Cl_2 , Bi_2S_3 , As_2S_3 , SnS_2 .

Invoice: 12887489
Order Date: 4/28/2023

BYB Event Services

2969 Turner Station Road Turners Station, KY, 40075

Phone: (502) 532-7222

Event Location

City of Madison

Tanya Burnette

101 West Main Street

Madison, IN 47250







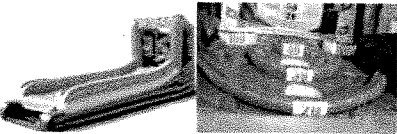

Cell: (812) 801-7429 Office: (812) 265-8300

Purchase Order *purchase_order*

Start Date: 10/28/2023 11:00am

End Date: 10/28/2023 2:00pm

Delivery method: Fully Staffed

Name	Qty	Total
 Roller Skating Rink	1	\$2,000.00
 Bellatori Trackless Train	1	\$1,500.00
 Pumpkin Bounce House	1	\$500.00
 Petting Zoo	1	\$1,200.00
 Super Fun Slide	1	\$3,000.00
 9 Hole Mini Golf	1	\$1,500.00
 Skee-ball- Inflatable	1	\$350.00
 Balloon Artist	1	\$650.00

Rentals subtotal		\$10,700.00
Distance Charges	E	\$100.00
Staff Costs	E	\$900.00
Sales Tax	Exempt 0%	\$0.00
Total		\$11,700.00
Deposit Due		\$0.00
Amount Paid		\$0.00
Balance Due		\$11,700.00

Contract and Terms

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Payment- We accept Cash, Visa, MC, American Express -Checks shall be made to BYB Event Services, if a check is returned for any reasons, there will be a fee of \$50.00 in addition to the total amount of the check and any attorney fees incurred.

Party Responsibility. Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Lessee shall be responsible for its own actions to the extent and in the manner provided for by applicable law. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 3 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name

Invoice: 12887809
Order Date: 4/28/2023

BYB Event Services

2969 Turner Station Road Turners Station, KY, 40075

Phone: (502) 532-7222

Event Location

City of Madison

Tanya Burnette

101 West Main Street

Madison, IN 47250


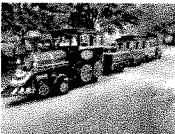




Cell: (812) 801-7429 Office: (812) 265-8300

Purchase Order *purchase_order*

Start Date: 12/2/2023 12:00pm

End Date: 12/2/2023 4:00pm

Delivery method: Fully Staffed

Name	Qty	Total
 Iceless Skating Rink	1	\$2,500.00
 Bellatori Trackless Train	1	\$1,500.00
 Sno-Globe Inflatable	1	\$950.00
 22ft Alpine Tubing Slide	1	\$1,200.00
 Gingerbread Bounce House Combo	1	\$550.00
 Generators	2	\$400.00

Rentals subtotal		\$7,100.00
Distance Charges	E	\$100.00
Staff Costs	E	\$1,000.00
Sales Tax	Exempt 0%	\$0.00
Total		\$8,200.00
Deposit Due		\$0.00
Amount Paid		\$0.00
Balance Due		\$8,200.00

Contract and Terms

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Payment- We accept Cash, Visa, MC, American Express -Checks shall be made to BYB Event Services, if a check is returned for any reasons, there will be a fee of \$50.00 in addition to the total amount of the check and any attorney fees incurred.

Party Responsibility. Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Lessee shall be responsible for its own actions to the extent and in the manner provided for by applicable law. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 6 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name

Invoice: 15105037
Order Date: 5/11/2023

BYB Event Services

2969 Turner Station Road Turners Station, KY, 40075

Phone: (502) 532-7222

Event Location

City of Madison

Tanya Burnette

101 West Main Street

Madison, IN 47250



Cell: (812) 801-7429 Office: (812) 265-8300

Purchase Order *purchase_order*

Start Date: 6/30/2023 4:00pm

End Date: 6/30/2023 6:00pm

Delivery method: Fully Staffed

Name	Qty	Total
 Stiltwalker w/ Balloon Tying	2	\$1,700.00
 Face Painting	2	\$900.00

Rentals subtotal		\$2,600.00
Distance Charges	E	\$75.07
Sales Tax	Exempt 0%	\$0.00
Total		\$2,675.07
Deposit Due		\$1,337.54
Amount Paid		\$0.00
Balance Due		\$2,675.07

Event is Broadway Fountain

Contract and Terms

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Payment- We accept Cash, Visa, MC, American Express -Checks shall be made to BYB Event Services, if a check is returned for any reasons, there will be a fee of \$50.00 in addition to the total amount of the check and any attorney fees incurred.

Party Responsibility. Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Lessee shall be responsible for its own actions to the extent and in the manner provided for by applicable law. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

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Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 0 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name



City of Madison Video News Release



Presented To:

**Hannah Fagen
Director of Communications**

May 9th, 2023

Presented by: Dan Williamson

Email: Dan@promediagroup.com

Phone: (812) 948-6214



PROJECT DESCRIPTION

Video Intro Update

ProMedia Group will update the current intro with footage acquired over the last year.

ProMedia Group will provide the following services toward each video production:

- ½ Day video editing update

Investment - \$1,000.00

Monthly Video News Releases

ProMedia Group will produce (3) 1:45-2:30 minute videos. Content covered will range from project updates, or residential pieces (living, shopping, dining, and current events).

Each video produced will be captured over a single one-day acquisition. 2-3 interviews will be captured along with complimentary footage to cover cuts made in the video.

ProMedia Group will provide the following services toward each video production:

- Pre-production coordination & setup
- 2 days of on-location video acquisition
- 1 day of producing/video offline editing
- 1 day of digital editing and post-production
- Licensed music tracks for web delivery
- Packaging of final product for web delivery

Investment - \$4,250.00 per video



INVESTMENT/AGREEMENT

ProMedia Group is authorized to produce the project as described in this quotation. ProMedia Group will invoice and client shall pay based upon the number of productions and the length of the productions as described in this quotation

TOTAL INVESTMENT – \$13,750.00

Upon acceptance, we kindly request payment in the following increments:

- Client shall pay a deposit of \$1,000.00 upon signing of agreement
- Client shall pay \$4,250 upon acquisition completion per video

Accepted by _____ Title: _____

Signed: _____ Date: _____

_____ Date: 05/09/2023

Dan Williamson, President
ProMedia Group



General Terms & Conditions

1. Client Cooperation:

Client represents that its Authorized Representative has authority to act on behalf of Client, including but not limited to, to accept/approve any completed Workflow Stage services, issue change orders, and sign other writings with respect to Project. Client may change its Authorized Representative at any time upon written notice to ProMedia Group. Client agrees to fully and promptly cooperate with ProMedia Group, in connection with its services hereunder by making Client's Authorized Representative available to assist ProMedia Group, by, among other things, reviewing and accepting/approving completed Workflow Stages, and otherwise pursuant to Agreement upon ProMedia Group's reasonable request.

2. Approvals:

Client's Authorized Representative will be required to approve or suggest revisions during the Project. After being given materials for approval, Authorized Representative will be notified and thereafter, will have 10 days to make revisions in writing and submit same to ProMedia Group, or sign-off indicating Client's acceptance thereof. If Client makes no revisions during these revision periods or fails to timely sign-off, ProMedia Group, may deem all services rendered in connection with then completed Workflow Stage to meet Client's satisfaction and to have been approved and ProMedia Group, may then proceed to next Workflow Stage.

3. Invoices:

Contractor will submit a quote to be signed. Upon acceptance of the quote, an initial deposit invoice and incremental invoices for all services performed will be submitted to the Client. Payment for these invoices is due per terms of invoice.

4. Indemnification:

Client agrees to indemnify and hereby holds harmless ProMedia Group, and its agents, employees and Subcontractors from and against any and all losses, expenses, claims, liabilities and damages (whether consequential, incidental, or otherwise) resulting from the use or reproduction of Client Materials/Media furnished by Client hereunder or Client's breach of Agreement.

5. Liability:

ProMedia Group warrants to Client that the material, analysis, data, programs and services to be rendered hereunder will be of the quality designated and will be performed by qualified personnel. ProMedia Group, makes no other warranties, where written, oral or implied, including without limitation warranty of fitness for purpose or merchantability. In no event shall ProMedia Group, be liable for indirect, incidental, special or consequential damages, whether or not the possibility of such damages has been disclosed to ProMedia Group, in advance or could have been reasonably foreseen. ProMedia Group's liability for Client's actual damages will be limited to the actual amount paid by Client for the aforementioned services. This limitation shall apply regardless of the form of the action, whether such liability arises from a claim based on contract warranty, tort or otherwise, including negligence. This limitation does not include liability due to claim by Client for bodily injury, damage to real property or damage to tangible personal property for which ProMedia Group, was found legally liable.

6. Nondisclosure of Confidential Information:

ProMedia Group, acknowledges and agrees that, in rendering services hereunder, it may be given access to information about Client, its products and services, methods of manufacture and methods of doing business, as well as customer identifications, internal business information and other information about Client's business. To the extent that Client designates such information as confidential, ProMedia Group, agrees to take reasonable precautions to maintain this information in confidence and not to disclose it except to those under its control and who have the need to know such information

7. Cancellation of Project:

If at any point Client wishes to cancel Project, all work to date becomes billable at current rates. Client will be invoiced for work complete, due in 30 days. No source materials will be transmitted to Client before full payment of fees.

8. Disputes:

Any dispute that arises between the parties with respect to the performance of this Agreement and subsequent Proposals shall be submitted to binding arbitration by a mutually agreed upon arbitration program, to be determined and resolved by said arbitrator under its rules and procedures the parties hereby agree to share equally in the costs of said arbitration. Arbitration will be undertaken and concluded within 15 days of commencement.

RESOLUTION 23B -2023

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING PARKING SPACE CLOSING FOR
MAD PADDLE BREWSTILLERY**

WHEREAS, there has been a request filed by Kimberly Hart on behalf of Mad Paddle Brewstillery for the closing of two parking spaces directly in front of their business located at 301 West Street to allow for various Food Truck Vendors to park and operate for food vending on certain dates throughout 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that two parking spaces located directly in front of Mad Paddle Brewery at 301 West Street shall be closed from 7:00 a.m. to 11:00 p.m. on the following dates throughout 2023 in order to allow various Food Truck Vendors to park and operate for food vending:

Friday, May 19, 2023;
Friday, May 26, 2023;
Saturday, May 27, 2023;
Friday, June 30, 2023;
Saturday, July 1, 2023;
Friday, July 21, 2023;
Saturday, July 22, 2023;
Friday, August 4, 2023;
Saturday, August 5, 2023;
Saturday, September 9, 2023;
Friday, September 29, 2023;
Saturday, September 30, 2023;
Saturday, October 14, 2023;
Friday, October 27, 2023;
Saturday, October 28, 2023; and
Saturday, November 4, 2023.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY

OF THE CITY OF MADISON, INDIANA, that said parking space as closed shall be under the supervision and control of the Mad Paddle Brewery at the times noted above for the year 2023.

ADOPTED this 15th day of May, 2023.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Kathleen M. Rampy, Clerk-Treasurer



MADISON

Indiana

Melissa Waller / Mad Paddle
812-599-9201

Street/Sidewalk Closing Request Form

Requestor:

Name of Organization/Group: Mad Paddle Brewstillery
Address: 301 West St. City: Madison State: IN Zip Code: 47250
Contact Phone: (612) 232 - 8078
Email Address: info@madpaddle.com

Contact:

Contact Person: Kimberly Hart
Address: 1260 E Stone Hill Dr. City: Madison State: IN Zip Code: 47250
Contact Phone: (612) 232 - 8078
Email Address: Kimberly7795@gmail.com

Closing Information:

Streets to be closed: 2 Street parking spots on (West Street) in front of Mad Paddle
From Street: Main From Date: _____ From Time: _____
To Street: 2nd To Date: _____ To Time: _____
Date Received: _____

Event Information:

Name of Event: Food Trucks for open dates
From Time: 5/19/23, 5/26/23, 5/27/23, 6/30/23, 7/1/23, 7/21/23, 7/22/23, 8/4/23, 8/5/23
To Time: 9/9/23, 9/29/23, 9/30/23, 10/14/23, 10/27/23, 10/28/23, 11/4/23

Approval/Acknowledgement:

BPWS Date

Street Department Date

Chief of Police Date

Fire Chief Date

For questions, please contact Tammy Acosta at 812-265-8300.

* A map highlighting your proposed street closures must also be submitted.

** You must appear before the Board of Public Works and Safety for your request to be considered.

RESOLUTION 24B-2023

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF
MADISON, INDIANA REGARDING STREET AND
PARKING LOT CLOSINGS FOR THORNTON'S BIKE SHOW**

WHEREAS, there has been a request filed by Tammy Schwagmeier on behalf of Thornton's Motorcycle Sales for street and parking lot closings for said group in connection with Thornton's Bike Show to be held on Saturday, August 27, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the following streets and parking lot shall be closed on Saturday, August 27, 2023, from 7:00 a.m. to 6:00 p.m.:

1. Vaughn Drive between the west side of West Street to the east side of Poplar Street;
2. Poplar Street and Central Avenue from the chain link gates south to Vaughn Drive; and
3. The City parking lot between Poplar Street and Central Avenue.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said streets and parking lot as closed shall be under the supervision and control of the Thornton's Motorcycle Sales at the times noted above for the year 2023.

ADOPTED this 15th day of May, 2023.

Bob G. Courtney, Mayor

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Kathleen M. Rampy, Clerk-Treasurer



MADISON Indiana

Street/Sidewalk Closing Request Form

Requestor:

Name of Organization/Group: THORNTON'S MOTORCYCLE SALES - BIKE SHOW

Address: 217 CLEGG DR City: MADISON State: IN Zip Code: 47250

Contact Phone: (812) 577-6247

Email Address: tammy@thorntncycle.com

Contact:

Contact Person: TAMMY SCHWAGNEZER

Address: _____ City: _____ State: _____ Zip Code: _____

Contact Phone: (812) 577-6247

Email Address: tammy@thorntncycle.com

Closing Information:

Streets to be closed: VAUGHN DR CENTRAL ST - Regatta gates South to Vaughn

From Street: West side of West St From Date: 8/27/23 From Time: 7:00 AM

To Street: EAST SIDE of Poplar To Date: 8/27/23 To Time: 6:00 PM

Date Received: _____

Event Information:

Name of Event: THORNTON'S BIKE SHOW

From Time: 10:00 AM

To Time: 4:00 PM

Approval/Acknowledgement:

BPWS

Date

Street Department

Date

Chief of Police

Date

Fire Chief

Date

For questions, please contact Tammy Acosta at 812-265-8300.

* A map highlighting your proposed street closures must also be submitted.

** You must appear before the Board of Public Works and Safety for your request to be considered.



MADISON *Indiana*

CITY OF MADISON FACILITY USE FORM

Prior to approval the event coordinator will need to:

1. Set up a meeting with the city parks director, to go over all rules that apply to the perspective park.
2. Set up a meeting with the chief of police/asst. chief of police to discuss security needs (see below for cost).
3. Provide certificate of liability insurance, for \$1,000,000 naming the City of Madison as an additional insured.
4. All fees must be received 30 days in advance of event and paid in full.

Name of Organization and Event Coordinator: THORNTH'S MOTORCYCLE SALES - TERRY SCHWABER
Email address for Billing: terry@thornth.com
Contact Phone: (812) 577-6247 Address: 762 E Co Rd 300S
City: VERSAILLES State: IN Zip Code: 47042
Activity or Event: THORNTH'S BIKE SHOW
of Attendees expected: 1000 Date(s) of Event: 8/27/23 thru 8/28/23 Time(s): 10am to 4:00pm

Rules to abide by:

1. No vehicle allowed on grass, under any circumstance.
 2. No paint on pavement, under any circumstance. (*chalk or duck tape is permitted*)
 3. No digging on park property until all utility lines have been clearly marked.
- **any damages from failing to comply with these rules will be billed to the event coordinator**

Please check the facility to be used:

<input checked="" type="checkbox"/> Bicentennial Park	<input type="checkbox"/> Gaines Park	<input type="checkbox"/> Kiwanis Park	<input type="checkbox"/> Pearl Park
<input type="checkbox"/> Broadway Fountain	<input type="checkbox"/> Hargan-Matthews	<input checked="" type="checkbox"/> Lamplighter Park	<input type="checkbox"/> Playground/All Children
<input type="checkbox"/> Brown Gym	<input type="checkbox"/> Jaycee Park	<input type="checkbox"/> Lorenz Park	<input type="checkbox"/> Rucker Sports Complex
<input type="checkbox"/> Crystal Beach	<input type="checkbox"/> John Paul Park	<input type="checkbox"/> Lytle Park	<input type="checkbox"/> West-end Park
<input type="checkbox"/> Fireman's Park	<input type="checkbox"/> Johnson Lake	<input type="checkbox"/> Oakhill Park	

Please check the equipment needed for your event: (additional security charges may apply)

<input checked="" type="checkbox"/> Electricity hookup (\$50 each)	<input checked="" type="checkbox"/> Water (\$50 per meter)
<input type="checkbox"/> Picnic Tables (\$15 each, not the # needed)	<input checked="" type="checkbox"/> Restrooms (\$50 fee for cleaning/stocking per day)
<input checked="" type="checkbox"/> Trash barrels (note the # needed) <u>4</u>	<input type="checkbox"/> Stage (\$300 per day, coordinate with street department)
<input type="checkbox"/> Fencing (coordinate with street department)	<input checked="" type="checkbox"/> Barricades
<input type="checkbox"/> Trash pick-up (event is responsible for disposal of all trash unless negotiated with street department)	

Estimate of Charges: _____

Date of payment & amount: _____

A valid photo I. D. must be included to reserve facilities/equipment.

Permit authorized in accordance with the rules and regulations of the City of Madison. The City of Madison reserves the right to cancel for non-compliance of these rules and requirements.

By signing and submitting this Facility Use Form, the applicant agrees to abide by the rules and regulations determined by the City of Madison and the Madison Parks Department.

PLEASE READ CAREFULLY:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this Facility Use Form and have read, understand and agree to comply with all rules concerning the use of Madison Park properties. The applicant agrees that while using/renting said Park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. The applicant assumes all responsibility for proper conduct in the Park as outlined above, including assuring there is no consumption of alcoholic beverages; **unless otherwise approved by the City of Madison.**

I Tammy Schwagmeier, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Madison, the City of Madison-Parks, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and / or types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of the terms. I agree with its terms and sign it voluntarily.

Tammy Schwagmeier
Signature

4/25/23
Date

Madison Parks Department

Madison Police Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gardner Insurance Agency, Inc. 606 E Main St. PO Box 65 Madison IN 47250		CONTACT NAME: Catrina Bell PHONE (A/C, No, Ext): 812-265-6166 FAX (A/C, No): 812-265-6344 E-MAIL ADDRESS: cb@gardnerinsurance.net	
INSURED THORNTON'S MOTORCYCLE SALES, INC THORNTON'S MOTORCYCLE SALES, LLP 762 E CR 300 S VERSAILLES IN 47042		INSURER(S) AFFORDING COVERAGE INSURER A: PROPERTY OWNERS INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
License#: 1177650 THORMOT-01		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 1459630413

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL Plus incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09406143	12/21/2022	12/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			9540614300	12/21/2022	12/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	A106568128	12/21/2022	12/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garage Liab - Div 1			9540614302	12/21/2022	12/21/2023	Combined BI & PD \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Thornton's Bike Show - August 27, 2023

CERTIFICATE HOLDER**CANCELLATION**

City of Madison
101 W Main St
Madison IN 47250

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hannah Fagen

From: Sent on Behalf of Hannah Fagen Mahoney <no-reply@egovnotices.com>
Sent: Friday, April 14, 2023 10:59 AM
To: Hannah Fagen
Subject: Event Planning Application Submitted - Receipt #2023-HKDFU4

Categories: Awaiting Response



MADISON
Indiana

Fri, Apr 14, 2023 10:58

A citizen submitted the following information for one or more item(s) for which you are on the notification list. The information sent to the citizen is as follows.

Confirmation

Thank you for submitting the event plan application. It is your responsibility to complete your application by submitting your site plan map and other required documents at least six weeks prior to the event's start. All required materials should be sent to Hanna Fagen at hfagen@madison-in.gov.

Contact Information

Event Organizer's Name:: Tammy Schwagmeier - Thornton's Motorcycle Sales
Event Organizer's Title:: Partner
Event Organizer's Email Address:: tammy@thorntoncyle.com
Event Organizer's Phone Number:: 812-577-6247

Event Details Overview

Event Name:: Thornton's Bike Show
Event Location(s):: Vaughn Drive - West Side of West St to East side of Poplar
List the date(s) and time of the event, including set up and tear down:: Sunday August 27, 2023 Set up beginning at 7:00am Bikes to be entered in the show arrive from 10:00am to 11:00am Show begins at 11:00am Trophies given at approx 3:30pm Tear down begins at 4:00 and normally completed before 6:00pm
Provide a description of the event:: This will be the 6th Thornton's Bike Show. Normally there are approximately 15 vintage motorcycles on display from Thornton's plus approximately 15 more motorcycles of current and past 20 years of age. Customers are invited to bring their own bikes for display and to compete for trophies and prizes. In 2021, we added a \$10 fee for registration which went half to House of Hope and half to the prize winners. For 2022 half of the proceeds went to the Jefferson County Animal Shelter. For 2023, the charitable organization will likely be House of Hope again.
Describe the main purpose of the event:: The purpose of the event is to promote motorcycling,

to support the community with the charitable donations.

Provide an overview of the event's key entertainment, including live performers, activities, etc.: No live performers or entertainment

Who is the targeted audience?: Motorcycle Enthusiasts

Will the event include food and beverage vendors? Check all that apply.: Food Vendors;
Non-alcoholic Beverage Vendors

Is this a public or private event?: Public

If the event is public, is the event free or will tickets be sold?: Free

How is the event being promoted?: Facebook, printed flyers, word of mouth

List all streets and alley ways that will be closed for the event. If none answer none.:

Vaughn Drive – West side of West St. to east side of Poplar St. Central Street– from Regatta gates south to Vaughn Drive, plus City parking lot between Poplar and Central.

List all streets and parking lots that will be no parking zones before and during the event.

If none answer none.: Vaughn Drive – West side of West St. to east side of Poplar St. Central Street– from Regatta gates south to Vaughn Drive, plus City parking lot between Poplar and Central.

Which city parks, facilities, and public space are requested? If none answer none.:

Bicentennial Park, Lamplighter Park

Will the event require use of city electricity and/or water? Check all that apply.: Electricity Use; Water Use

Will the city stage be requested?: No

Public Liability Insurance

I understand I must provide the city a certificate of insurance for my event and from the sub-contractors at the event.: I understand and will email all copies to hfagen@madison-in.gov.

Contact List

List all key event contacts. Include name, title, and phone number.: Tammy Schwagmeier – Thornton's Motorcycle Sales 812-577-6247 Jeff Atkinson – HugeSwapMeets.com (J&C Motorcycles) 260-301-6340 Myron Barnes - 502-663-1580

List all vendors and include details as noted above.: Jeff Atkinson - Huge Swap Meets.com will have several vendors there selling various motorcycle related merchandise TroubleMakers Food Truck - Mark Darnold 812-701-1050 Not made arrangements yet, but plan to have the Taco Truck (one beside Restorers) set up a booth.

Event Running Sheet

Provide a detailed running sheet. This may be emailed to hfagen@madison-in.gov: Sunday, August 27, 2023 7:00am Set up begins. (Chalk line bike parking spots, Set up tents, tables, haul in and unload motorcycles) Vendor Inspection 9:00am to 10:00am 10:00am Registration for bike show participants opens Every half hour beginning at 11:00am – Each half hour drawings will be made and door prize winners announced. 3:00pm Judging 3:30pm Announcement of trophy / prize winners and presentation of trophies 4:00pm Begin tear down 6:00pm Finished

Site Plan Map

Site Plan Maps are required as described in the city Event Planning Guide and Requirements, and must be emailed to hfagen@madison-in.gov to receive approval of use of city public spaces.: I understand I am required to submit a site plan map to receive approval for my event.

Business and Residential Notification Plan

Does the event impact surrounding businesses and residents?: The event does not impact surrounding businesses and residents.

Pedestrian Management Plan

Location of fencing and barricades:: We intend to place barricades across Vaughn drive, just west of West St. We will place barricades across Vaughn Drive East of Poplar St., across Central Ave, where the Regatta closure gates are.

Location of diversion and road closure signs:: Central and First plus signs at the barricades listed above.

Time and date for installation of infrastructure:: Sunday, August 27, 2023 - 7:00am

Location of pedestrian entry and exit points at the event:: West & Vaughn, Poplar & Vaughn

Timing of walkway closures and openings:: Open at all times

Shuttle service pick up and drop off areas:: None

Access for people with disabilities:: We will move barricades as necessary

Crowd Management Plan

Who will take on what roles in regard to crowd management and what is the chain of command?: Crowd control has never been an issue. Chain of command -- Tammy Schwagmeier, Myron Barnes, full staff of Thornton's Motorcycle Sales who will be wearing event T-Shirts

What is the capacity of the event footprint with all infrastructure in place?: 1000

What is the expected size, demographic and nature of the crowd who will be attending your event?: Roughly 1000 people throughout the course of the day. Demographic is primarily older men (showing bikes) with a wide range of the public walking through to view. Family oriented... very calm, quiet crowd

What communication methods will be used for your event to communicate with staff, volunteers, security, public safety, and those attending the event?: Cell phones for communicating with staff. Public address system (Ken Washer) used for addressing those in attendance.

What crowd control measures such as barricades, signage, security will you be putting in place? Security is required for events with crowd sizes exceeding 500 people in one area.:

We will have approximately 15 staff members on site. Barricades will be in place as described above.

We have never had an issue in the past. It is highly unlikely that there would be even close to 500 people attending at one time. At any given time, the total crowd is unlikely to exceed 200

Where will the event security be located? Security is required for events with crowd sizes exceeding 500 people in one area.: See above. At one time, crowd size is extremely unlikely to exceed 200

Will vehicles and crowds be separated or in the same area? If in the same area where will these vehicles be located?: Vehicles inside the event will be parked during the event hours

Traffic Management Plan

Locations of diversion and closure signs, road closures, barricades, traffic controllers:: We intend to place barricades across Vaughn drive, just west of West St.; across Vaughn Drive East of Poplar St., across Central Ave, where the Regatta closure gates are.

Timing of road closures and re-opening:: Sunday, August 27, 2023 beginning at 7:00am, reopening at 6:00pm

Implementation and management of closures and openings:: Our staff will place the barricades at 7am and remove as soon as all tear down is complete

Emergency access routes:: South on West. West on Vaughn

Advertising of Road Closures

Does the event involve major road closures?: The event does not involve major road closures.

Vehicle Management Plan

Will vehicle access to the event space be permitted?: Vehicle access to the event space will be permitted and I understand I am required to submit a vehicle management plan to hfagen@madison-in.gov.

Emergency and Risk Management Plan

All events in city public spaces and streets are required to submit an emergency and risk management plan as noted in the Event Planning Guide and Requirements.: I understand the event Emergency and Risk Management Plans must be emailed to hfagen@madison-in.gov.

Signage

Provide a detailed signage proposal. This may be emailed to hfagen@madison-in.gov.: "No Parking" signs will be posted over the requested street closure area on the evening of Friday, August 25

Waste Management Plan

How will the event manage trash pick up during and after the event?: Our intention is to use trash bins from the city, as we always have. We will leave the area as clean or cleaner than we find it

Will additional trash bins be requested for the event?: No

How many additional trash bins are requested?: 0

If using city trash bin, the event organizer is responsible for providing and removing trash bags from the bins.: I understand I must provide trash bags for the event and remove the trash bags from the bins.

At the conclusion of the event, all displays, promotional material, excess trash, hazardous materials, and other equipment associated with the staging of the event, are to be removed and the area left in a clean and tidy condition.: I understand this is the responsibility of the event.

If the City of Madison is required to undertake any reinstatement, additional cleaning, or removal of trash or other materials, the event may incur a charge to restore the area to its pre-event condition.: I understand.

Waste, including vendor cooking grease, is not to be poured into storm drains, under any circumstance.: I understand.

Utilities Management Plan

List all locations where power will be requested.: Central avenue from Vaughn to end of parking lot.

Provide specifications of power to be used (such as amperage and voltage).: Food truck may need 220volt 30amp. Otherwise, household 110

Provide the names, business names, and phone numbers of the certified electricians or generator companies engaged for the event.: NONE

Provide a detailed contingency plan in the event of a black out.: We won't have electricity. Event is only in daylight hours

Provide details of how lighting will be provided to guarantee the safe access and egress into the event.: Daylight hours only

Please note fees apply for use of city electric and the event organizer is responsible for ensuring that any independent operators comply with the appropriate safety regulations.: I understand.

Will use of city water meters be requested at the event?: Yes, but a form has not yet been submitted.

The event organizer is responsible for proper coverage of electrical cords, water lines, and all other tripping hazards, across streets and sidewalks.: I Understand.
If wastewater management plan is required of the event, please provide details::

Infrastructures, Facilities and Parks

List all infrastructure and facilities to be brought onsite for your event:: Pop up tents only
All infrastructure and facilities to be brought onsite for your event must be included in your site plan map.: I understand.

Toilet Facilities

The City of Madison staff is not responsible for cleaning or re-stocking facilities during your event, this includes City of Madison owned facilities in your event footprint.: I understand this is the event organizer's responsibility.

Parks Facilities

What park facilities are being requested?: None
The City of Madison staff is not responsible for cleaning or re-stocking facilities during your event.: I understand.

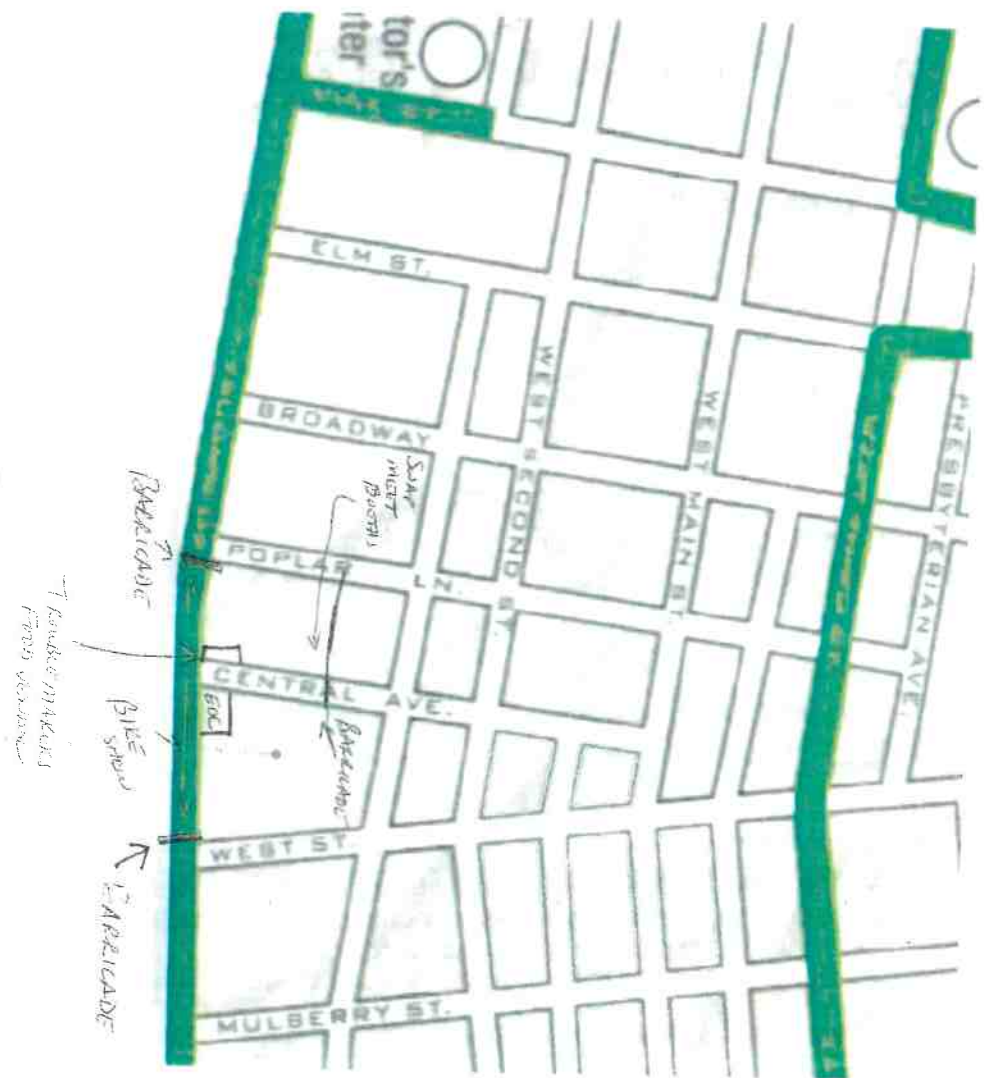
City Parks

What city parks are being requested?: Bicentennial Park; Lamplighter Park
Prior to approval, event organizers must meet with the parks director to discuss all rules that apply to the applicable parks.: Not applicable.
Structures being placed in city parks must be listed on the event site plan map.: I understand.

Signature

Type Name:: Tammy Schwagmeier
Type Date:: 4/14/2023

To stay up to date you can view the status of this item [here](#).





From the MATTHE FORD
LETTER -
South and West of
West and West of
North into Middle West
between North & South

RESOLUTION 25B-2023

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING STREETS AND PARKING LOT CLOSINGS FOR THE ANNUAL MADISON REGATTA AND ROOSTERTAIL FESTIVAL

WHEREAS, there has been a request filed by Kyle Bipes on behalf of the Madison Regatta, Inc. for street, parking spaces, and parking lot closings for said group in connection with its annual Madison Regatta and Roostertail Festival to be held from Monday, June 26, 2023, through Sunday, July 2, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON INDIANA that Vaughn Drive between Jefferson Street and Mill Street shall be closed on Monday, June 26, 2023, from 6:00 a.m. to 11:59 p.m.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that in order to safely transport equipment to the river, the following streets shall be closed on Tuesday, June 27, 2023, from 6:00 a.m. to 11:59 p.m.:

- 1) Vaughn Drive between Jefferson Street and West Street;
- 2) Jefferson Street between First Street and Vaughn Drive;
- 3) Mulberry Street between First Street and Vaughn Drive; and
- 4) West Street between First Street and Vaughn Drive.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that Vaughn Drive from the west side of the entrance to Riverboat Inn to the east side of Mill Street and all streets running north and south between Vaughn Drive and the south side of First Street between St. Michael's Avenue and Vine Street

shall be closed from Tuesday, June 27, 2023, at 8:00 a.m. through Sunday, July 2, 2023, at 5:00 p.m. (Roadblocks will be removed as streets are cleaned after the event.)

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the city parking lot located at Second and Jefferson Streets shall be closed on June 30th, July 1st and 2nd, 2023 from 6:00 a.m. to 6:00 p.m. each day.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the parking spaces north of Bicentennial Park on First Street shall be closed from Wednesday, June 28, 2023, through Sunday, July 2, 2023.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said streets, parking spaces, and parking lot as closed shall be under the supervision and control of the Madison Regatta, Inc. at the times noted above for the year 2023.

ADOPTED this 15th day of May, 2023.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Kathleen M. Rampy, Clerk-Treasurer

RESOLUTION NO. 30B-2022

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING STREETS AND PARKING LOT CLOSINGS FOR THE
ANNUAL MADISON REGATTA AND ROOSTERTAIL FESTIVAL**

WHEREAS, there has been a request filed by the Greg Thorpe on behalf of the Madison Regatta, Inc. for street, parking spaces, and parking lot closings for said group in connection with its annual Madison Regatta and Roostertail Festival to be held from Monday, ~~June 27, 2022~~, ^{June 26, 2023} through Sunday, ~~July 3, 2022~~, ^{July 2, 2023}.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON INDIANA that Vaughn Drive between Jefferson Street and Mill Street shall be closed on Monday, ~~June 27, 2022~~, ^{June 26, 2023} from 6:00 a.m. to 11:59 p.m. ^{-Soft closing}

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that in order to safely transport equipment to the river, the following streets and parks shall be closed on Tuesday, ~~June 28, 2022~~, ^{June 27, 2023} from 6:00 a.m. to 11:59 p.m.:

- 1) Vaughn Drive between Jefferson Street and West Street;
- 2) Jefferson Street between First Street and Vaughn Drive;
- 3) Mulberry Street between First Street and Vaughn Drive; and
- 4) West Street between First Street and Vaughn Drive.
- 5) All City Parks that are located within the footprint of the above closed streets.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that Vaughn Drive from the west side of the entrance to Riverboat Inn to ~~the west side of Plum Street~~ ^{East Side of mill} and all streets running north and south between Vaughn Drive and the south side of First Street between St. Michael's Avenue and ~~Vernon Street~~ ^{Vine St.}

shall be closed from Tuesday, ~~June 28, 2022~~ ^{June 27, 2023}, at 8:00 a.m. through Sunday, ~~July 3, 2022~~ ^{July 2, 2023}, at 5:00 p.m. (Roadblocks will be removed as streets are cleaned after the event.)

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the city parking lot located at Second and Jefferson Streets shall be closed on ~~July 1, 2 and 3, 2022~~ ^{June 30, 2023, July 1, 2, 2023} from 6:00 a.m. to 6:00 p.m. each day.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the parking spaces north of Bicentennial Park on First Street shall be closed from Wednesday, ~~June 29, 2022~~ ^{June 28, 2023}, through Sunday, ~~July 3, 2022~~ ^{July 2, 2023}.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said streets, parking lots as closed and all parks located within the footprint shall be under the supervision and control of the Madison Regatta, Inc. at the times noted above for the year ~~2022~~ ²⁰²³.

~~ADOPTED this 18th day of April, 2022.~~



Bob G. Courtney, Chairman



Karl Eaglin, Member



David Carlow, Member

(SEAL)

ATTEST:



Kathleen M. Rampy, Clerk-Treasurer

City of Madison Facility Use Form for Parks
812-265-8308, 101 W Main., Madison.

Prior to approval the event coordinator will need to:

1. Set up a meeting with Parks Director, to go over all rules that apply to the perspective park.
2. Set up a meeting with Chief of Police / Asst. Chief of Police to discuss security needs (see below for cost).
3. Provide certificate of liability insurance, for \$1,000,000 naming the City of Madison as an additional insured.
4. All fees must be received 30 days in advance of event and paid in full.

Name of Organization and Event Coordinator: Madison Regatta, Inc. - Kyle Bipes
Email address for Billing: madisonregatta.info@gmail.com
Contact Phone: (82) 801 - 1432 Address: PO Box 341
City: Madison State: WI Zip Code 47250 Activity or Event: Hydroplane Race + Music Festival
of Attendees expected 10,000 Date(s) of Event: 6/26/23 thru 7/2/23 Time(s): 8am to 8pm

Rules to abide by:

1. NO VEHICLE ALLOWED ON GRASS, UNDER ANY CIRCUMSTANCE.
2. NO PAINT ON PAVEMENT, UNDER ANY CIRCUMSTANCE. (CHALK OR DUCK TAPE IS PERMITTED)
3. NO DIGGING ON PARK PROPERTY UNTIL ALL UTILITY LINES HAVE BEEN CLEARLY MARKED.

****ANY DAMAGES FROM FAILING TO COMPLY WITH THESE RULES WILL BE BILLED TO THE EVENT COORDINATOR:**

PLEASE CHECK THE FACILITY TO BE USED:

<input checked="" type="checkbox"/> Bicentennial Park	<input type="checkbox"/> Gaines Park	<input checked="" type="checkbox"/> Kiwanis Park	<input type="checkbox"/> Pearl Park
<input type="checkbox"/> Broadway Fountain	<input checked="" type="checkbox"/> Hargan-Matthews	<input checked="" type="checkbox"/> Lamplighter Park	<input type="checkbox"/> Playground/All Children
<input type="checkbox"/> Brown Gym	<input checked="" type="checkbox"/> Jaycee Park	<input type="checkbox"/> Lorenz Park	<input type="checkbox"/> Rucker Sports Complex
<input type="checkbox"/> Crystal Beach	<input type="checkbox"/> John Paul Park	<input type="checkbox"/> Lytle Park	<input type="checkbox"/> West-end Park
<input checked="" type="checkbox"/> Fireman's Park	<input type="checkbox"/> Johnson Lake	<input type="checkbox"/> Oakhill Park	

PLEASE CHECK THE EQUIPMENT NEEDED FOR YOUR EVENT: (additional Security charges may apply)

<input type="checkbox"/> Electricity hookup (\$100 each)	<input checked="" type="checkbox"/> Water (\$50 per meter)
<input type="checkbox"/> Picnic Tables (\$15 each)	<input checked="" type="checkbox"/> Restrooms (\$50 fee for cleaning/stocking per day)
<input checked="" type="checkbox"/> Trash barrels	<input type="checkbox"/> Stage (\$300.00 A day) Coordinate with Street Dept. 812-265-8304)
<input type="checkbox"/> Trash pick-up (event is responsible for disposal of all trash unless negotiated with Street Dept. 812-265-8304)	
<input checked="" type="checkbox"/> Fencing (Coordinate with Street Dept. 812-265-8304)	<input type="checkbox"/> Security (\$500 total) 50 participants or less
<input checked="" type="checkbox"/> Barricades	<input type="checkbox"/> Security (\$1,000 total) 51-150 participants



MADISON

Indiana

Street/Sidewalk Closing Request Form

Requestor:

Name of Organization/Group: Madison Regatta

Address: PO Box 341 City: Madison State: IN Zip Code: 47250

Contact Phone: (812) 801-1432

Email Address: KTBipes@gmail.com

Contact:

Contact Person: Kyle Bipes

Address: PO Box 341 City: Madison State: IN Zip Code: 47250

Contact Phone: (812) 801-1432

Email Address: ktbipes@gmail.com

Closing Information:

Streets to be closed: See Attached

From Street: _____ From Date: June 26, 2023 From Time: 6:00 AM

To Street: _____ To Date: July 2, 2023 To Time: 5:00 PM

Date Received: _____

Event Information:

Name of Event: Madison Regatta and Reostertail Festival

From Time: 6:00 AM June 26, 2023

To Time: 5:00 PM July 2, 2023

Approval/Acknowledgement:

BPWS _____ Date _____

Street Department _____ Date _____

Chief of Police _____ Date _____

Fire Chief _____ Date _____

For questions, please contact Tammy Acosta at 812-265-8300.

* A map highlighting your proposed street closures must also be submitted.

** You must appear before the Board of Public Works and Safety for your request to be considered.



2023 City of Madison Event Planning Guide and Requirements

Event Details Overview:

Madison Regatta & Roostertail Music Festival

Vaughn Drive from Vine Street to Ferry Street

4th of July Festival featuring boat races, live music, waterball fight, and food vendors.

The main purpose is to provide a family friendly festival and expose people to a wide variety of entertainment and bring tourists into the City of Madison.

We target entire families.

Monday, June 26, 2023 - RV areas to be marked off
Tuesday, June 27, 2023 - RV's to begin moving into spots
Wednesday, June 28, 2023 - Tarp spots to be marked off & Pit setup
Thursday, June 29, 2023 - Boats begin to enter pits & Vendors to move in to spots
Friday, June 30, 2023 - Boats begin testing & Music Festival starts
Saturday, July 1, 2023 - Boat races & Music Festival
Sunday, July 2, 2023 - Boat races end
Monday, July 4, 2023 - RV's leave and teardown of event

We use Bicentinel Park for music.

We use Kiwanis Park for primitive camping.

Road closures

We will promote the event via social media, radio, tv and print advertising.

Estimated attendance is 30,000 throughout the 3 day event.

Public Liability Insurance:

Public Liability Insurance will be attained prior to the festival.

We acquire our insurance through Security Insurance Agency.

We will provide a copy of our insurance to the city

Contact List:

Jak McCormick, President - 270-925-2121

Steve Zimmer, Security - 859-393-7214

Kyle Bipes, Vice President - 812-801-1432

Kim Washer, Festival Chair - 812-599-6635

Brent Turner, Roostertail Chair - 812-599-1100

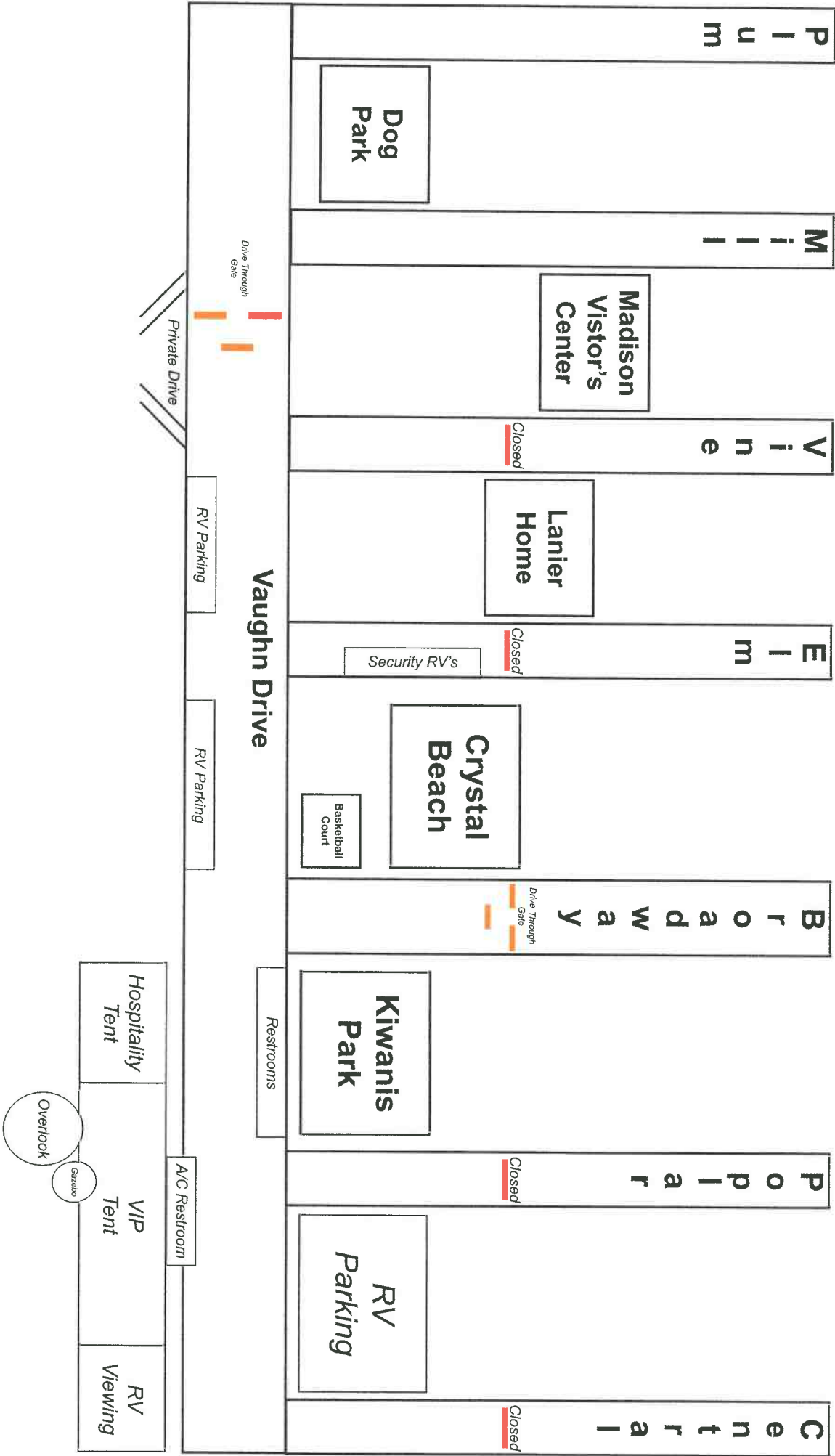
Melissa Waller, Vendor Chair - 812-599-9201

Event Running Sheet:

August - June	<ul style="list-style-type: none">• Committee plans festival
June 19, 2023	<ul style="list-style-type: none">• No Parking signs placed around the footprint
June 26, 2023	<ul style="list-style-type: none">• Negangard sets tents• A1 Porta Potty sets porta pottys, bathroom trailers, etc.• Golf carts are delivered• Committee begins marking RV and tarp spots
June 27, 2023	<ul style="list-style-type: none">• RV's begin moving in
June 28, 2023	<ul style="list-style-type: none">• Vendors begin moving in• Tarps begin to be set by customers
June 30, 2023	<ul style="list-style-type: none">• Festival Hours 8:00 am to 12:00 am
July 1, 2023	<ul style="list-style-type: none">• Festival Hours 8:00 am to 12:00 am
July 2, 2023	<ul style="list-style-type: none">• Festival Hours 8:00 am to 6:00 pm
July 3, 2023	<ul style="list-style-type: none">• Committee begins teardown of event

Site Plan Map:

(Not to Scale)

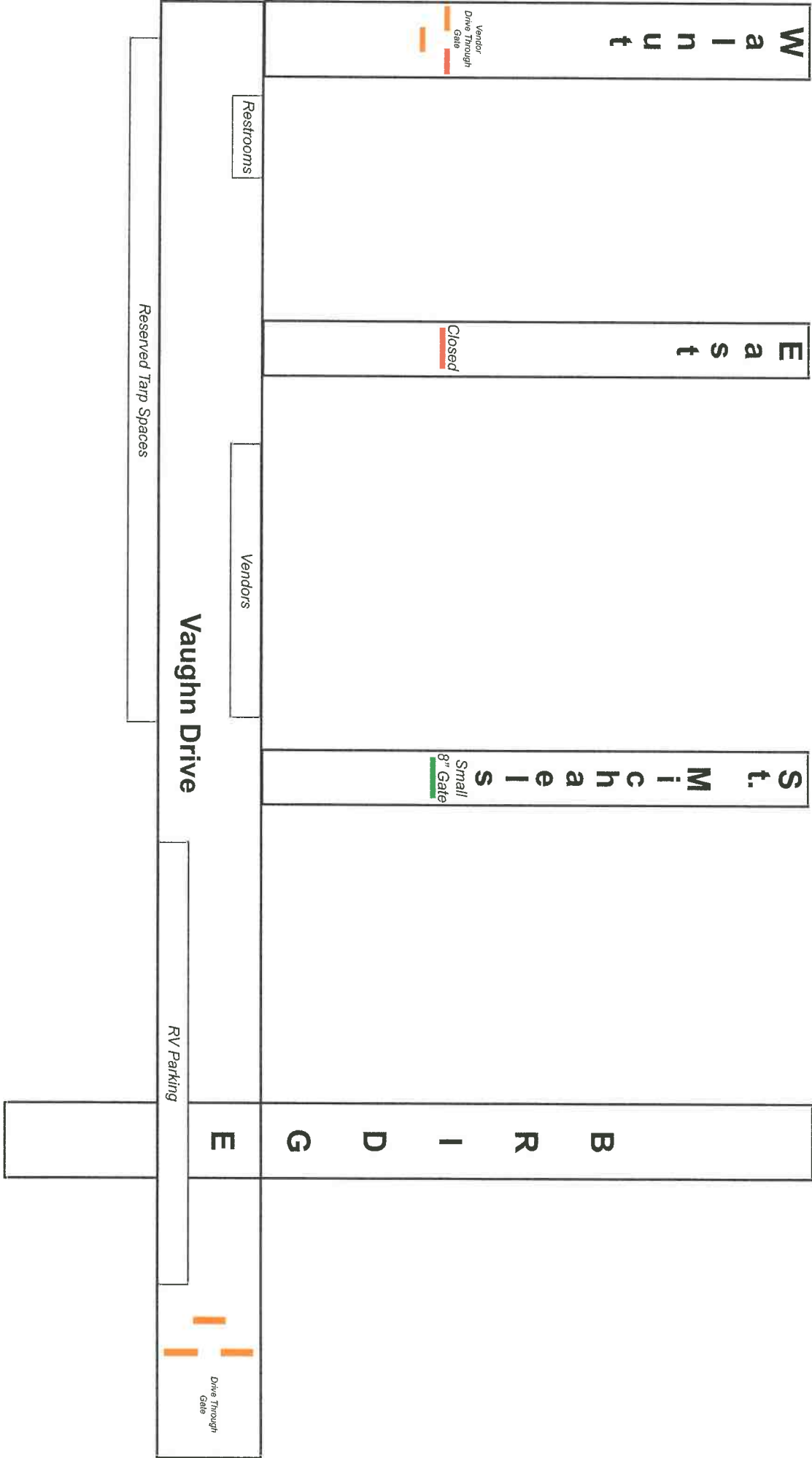


(Not to Scale)



Site Plan Map:

(Not to Scale)



Business & Resident Notification Plan:

Madison Regatta Committee members deliver letters to all homes and businesses within our footprint that explain the street closures and includes “Resident Parking” passes. We will do this one week before the festival.

Example of letter:

Dear Madison Regatta Neighbors,

Thank you for your continued support and patience with the Madison Regatta & Roostertail Music Festival. We hope that you enjoy sharing your space with us for a few days every year. We can't thank you enough!

As a reminder, we will have some street closings and no parking coming up.

Tuesday 8:00 am through Monday 8:00 am: No parking on Vaughn!

Vaughn from Mill to Ferry: No Parking!

Concrete barriers will be setup on Monday.

Madison Regatta Committee

Pedestrian & Crowd Management Plan:

Concrete barriers out on Tuesday morning:

- Vaughn Drive - East Side of Mill Street
- Broadway - North of Crystal Beach
- Jefferson Street - North of Fireman's Park
- Walnut Street
- Vaughn Drive - Just west of Ferry Street

Sawhorses out on Tuesday morning:

- Mulberry Street
- East Street
- St. Michaels Street

Pedestrian & Crowd Management Plan:

Fencing to be placed following map below.

Fencing to be in place by Monday morning.



Pedestrian & Crowd Management Plan:

Steve Zimmer is our head of security.

During festival week there will be security at each gate that can be drove through 24 hours a day.

There will also be security roaming inside of the Roostertail Music Festival during the event.

All committee and security staff will carry radios all week long.

Pedestrian & Crowd Management Plan:

Concrete barriers are set to allow emergency vehicles access at all main entrances of the festival.

ANY EMERGENCY - FIRST CONTACT

1. Kyle Bipes - 812-801-1432 or via radio
2. Steve Zimmer - 859-393-7214 or via radio
3. Madison Police - 812-265-3347
4. Madison Fire Department - 911
5. KDH Responders - 812-801-0100

MEDICAL

MULTI-CASUALTY INCIDENT RESPONSE PROCEDURE

Madison Regatta riverfront area is divided into three zones:

Zone 1 - Pit Area

Zone 2 - Easy of Jefferson St. & Vaughn Dr.

Zone 3 - West of Jefferson St. & Vaughn Dr.

Assignment of Zones:

Zone 1 - EMS Pit Crew, KDH Pit Crew, Madison Fire Dept.

Zone 2 - Assigned EMS Crew, Madison Fire Dept. & Police

Zone 3 - Assigned EMS Crew, Madison Fire Dept. & Police

*Fire Crew from pit area will respond upon request of fire command.

- Madison Regatta medical will operate during daytime hours.
- Operation of medical will be under the director of Madison Regatta medical coordinators.
- EMS will be under the direction of Norton KDH EMS Director or designee for spectator medical care.
- Pit medical will be under the direction of Norton KDH emergency department EMS.
- Safety and Rescue medical personnel will be under the direction of Norton KDH medical control and Regatta medical control.
- Roostertail police, fire, or EMS support will be contacted via radio with response location and information. Regatta security will assist with guiding responders to the emergency. If patient can be moved the "rescue" locations will be north east corner entrance to Bicentennial Park First and West Street. and park bathroom area southeast corner of the park West and Vaughn Dr.

Pedestrian & Crowd Management Plan:

Concrete barriers are set to allow emergency vehicles access at all main entrances of the festival.

ANY EMERGENCY - FIRST CONTACT

1. Kyle Bipes - 812-801-1432 or via radio
2. Steve Zimmer - 859-393-7214 or via radio
3. Madison Police - 812-265-3347
4. Madison Fire Department - 911
5. KDH Responders - 812-801-0100

CROWD CONTROL

Madison Police will respond for crowd control. The Madison Chief of Police will coordinate all Police duties with Jefferson Co. Sheriff Department and Indiana State Police. Any responding emergency vehicle on Vaughn Dr. will respond at acceptable safe speed as determined by state law and due regard by the operator.

ROUTE FOR EMERGENCY VEHICLES ENTERING AND

AND LEAVING VAUGHN DRIVE

Primary: Jefferson St. to Hospital
Secondary: West St. to Hospital

All transported patients will be taken to Norton KDH emergency department via one of the above routes including those for air medical transport, the medical helicopter(s) will transport adult patients from Norton KDH helipad to University of Louisville hospital trauma center, and pediatric patients will be flown to Kosair Children's Hospital, Louisville, KY

PA ANNOUNCER

- All requests for medical response will be done via handheld radio. No public announcements for medical response including multi-casualty incidents.
- In the event of any emergency instructions to general public will be made via public address i.e. evacuation, clearing the roadway etc.

FIRE SUPPORT

- Madison Fire Department will provide pit coverage under the direction of Chief Ken Washer or designee
- Madison Fire Department will provide all other fire coverage for the Regatta area of Vaughn under the direction of Fire Chief Ken Washer.
- All fire, safety & rescue personnel will provide their nims, and certification to safety & rescue director before you will be allowed to assist with the Regatta & Roostertail event. (Fire Chief will maintain certification for firefighters.)

MADISON REGATTA INCIDENT RESPONSE PLAN

FOR MULTI-CASUALTY INCIDENT

• COMMAND CENTER PRIMARY-REGATTA JUDGE'S TOWER/ COMMAND POST

• SECONDARY-MADISON POLICE DEPARTMENT ON WEST ST.

REPRESENTATIVES FOR COMMAND TOWER WILL BE:

1 EMS-SCOTT STEVENS

2 FIRE MADISON FIRE DEPARTMENT-CHIEF KEN WASHER

JEFFERSON/CRAIG TOWNSHIP-CHIEF CHRIS SEE

3 REGATTA OPERATIONS- MATT TRUE

4 POLICE CHIEF JOHN WALLACE OR DESIGNEE

5 REGATTA PRESIDENT GREG THORPE

6 REGATTA PUBLIC ANNOUNCER- W.O.R.K.

7 REGATTA RACE CHAIR- JASON ABBOTT

8 REGATTA MEDIA CHAIR- MATT WELLS

9 REGATTA VICE-PRESIDENT- JAK MCCORMMICK

10 JEFFERSON COUNTY EMA TROY MORGAN

**POLICE, FIRE, AND EMS HAVE ESTABLISHED A
COMMON EMERGENCY FREQUENCY FOR
EMERGENCY USE DURING A MULTI-CASUALTY
INCIDENT**

800MEG. N-MA2

**MULTI-CASUALTY INCIDENT RESPONSE
PROCEDURE**

**REGATTA RIVERFRONT AREA IS DIVIDED INTO THREE
ZONES:**

ZONE 1- PIT AREA

ZONE 2-EAST OF JEFFERSON ST AND VAUGHN DRIVE ZONE

3-WEST OF JEFFERSON ST. AND VAUGHN DRIVE

**EMERGENCY PERSONNEL WILL BE ASSIGNED TO AN AREA
FOR RESPONSE. ONLY THOSE ASSIGNED
WILL RESPOND TO THE DESIGNATED ZONE UNLESS
REQUESTED BY INCIDENT COMMAND**

ASSIGNMENT OF ZONES:

**ZONE 1-EMS PIT CREW, KDH ED PIT CREW, MADISON
FIRE DEPT.***

**ZONE 2-ASSIGNED EMS CREW; MADISON FIRE AND
POLICE**

ZONE 3-ASSIGNED EMS CREW; MADISON FIRE AND POLICE

***FIRE CREW FROM PIT AREA WILL RESPOND UPON
REQUEST OF FIRE COMMAND**

**SAFETY/RESCUE INCLUDING DIVERS AS PER ZONE ASSIGNMENT
ALL BOAT CAPTAIN WILL REPORT TO SAFETY & RESCUE DIRECTOR BEFORE GOING ON
THE RIVER HOW MANY PEOPLE ON THEIR BOAT AND THEIR NAMES, AND DO NOT ALLOW
MEMBERS OF YOUR CREW TO GET ON ANOTHER BOAT WITHOUT TELLING
SAFETY/RESCUE DIRECTOR.**

- **IF RACE BOATS ON WATER-NO RESPONSE FROM WATER CREWS UNLESS
DIRECTED BY SAFETY/RESCUE DIRECTOR VIA INCIDENT COMMAND**
- **IF BOATS OFF WATER-RESPONSE BY ASSIGNED ZONE IF DIRECTED BY
SAFETY/RESCUE;
BRING BACKBOARDS AND TRAUMA BAGS FROM BOATS**
- **NO RESCUE BOATS ARE TO BE IN THE AREA OF THE INCIDENT NEAR THE SHORE.
RESCUE BOATS ARE TO REPORT TO DOCK AREA AS DIRECTED BY SAFETY/RESCUE
DIRECTOR AND AWAIT FURTHER INSTRUCTIONS.**

MEDICAL HELICOPTER USAGE AND NUMBER OF AIRCRAFT WILL BE DETERMINED BY INCIDENT COMMAND (DESIGNEE FROM KDH EMS) ASSISTED AS NEEDED

REQUESTS FOR AIR MEDICAL WILL BE OBTAINED THROUGH KDH DISPATCH VIA INCIDENT COMMAND. KDH DISPATCH WILL CONTACT AIR METHODS COMMUNICATIONS CENTER FOR SITE MEDICAL AIRCRAFT (AIR METHODS). COMMUNICATIONS CENTER WILL CONTACT AND COORDINATE ADDITIONAL AIRCRAFT NEEDED. LANDING ZONES DETERMINED BY KDHEMS

MADISON POLICE WILL RESPOND FOR CROWD CONTROL. THE MADISON CHIEF OF POLICE WILL COORDINATE ALL POLICE DUTIES WITH JEFFERSON CO. SHERIFF DEPARTMENT AND INDIANA STATE POLICE. ANY RESPONDING EMERGENCY VEHICLES ON VAUGHN DR. WILL RESPOND AT ACCEPTABLE SAFE SPEED AS DETERMINED BY STATE LAW AND DUE REGARD BY THE OPERATOR.

ROUTE FOR EMERGENCY VEHICLES ENTERING AND LEAVING VAUGHN DR.:

PRIMARY: JEFFERSON ST. TO

HOSPITAL

SECONDARY: WEST ST. TO HOSPITAL

ALL TRANSPORTED PATIENTS WILL BE TAKEN TO KDH EMERGENCY DEPARTMENT VIA ONE OF THE ABOVE ROUTES INCLUDING THOSE FOR AIR MEDICAL TRANSPORT. THE MEDICAL HELICOPTER(S)

WILL TRANSPORT ADULT PATIENTS FROM KDH HELIPAD TO UNIVERSITY OF LOUISVILLE HOSPITAL TRAUMA CENTER, LOUISVILLE, KY. PEDIATRIC PATIENTS WILL BE FLOWN TO KOSAIR CHILDREN'S HOSPITAL, LOUISVILLE, KY.

PA ANNOUNCER

- **ALL REQUESTS FOR MEDICAL RESPONSE WILL BE DONE VIA HANDHELD RADIO TO PIT MEDICAL. NO PUBLIC ANNOUNCEMENTS FOR MEDICAL RESPONSE INCLUDING, MULTI-CASUALTY INCIDENTS.**
- **IN THE EVENT OF ANY EMERGENCY INSTRUCTIONS TO GENERAL PUBLIC WILL BE MADE VIA PUBLIC ADDRESS I.E. EVACUATION, CLEARING THE ROADWAY ETC.**

IF GENERAL PUBLIC IS TO BE EVACUATED FROM VAUGHN DR. AREA-POLICE

DEPARTMENT WILL CONTROL EVACUATION; JEFFERSON AND WEST STREETS WILL BE CLOSED ROUTES EXCEPT FOR EMERGENCY VEHICLES; POLICE OFFICERS WILL MANAGE CROWD CONTROL; IF NEEDED REGATTA SECURITY WILL ASSIST UNDER POLICE DIRECTION

MEDICAL

- **REGATTA MEDICAL WILL OPERATE DURING DAYTIME HOURS OF MADISON REGATTA.
OPERATION OF MEDICAL WILL BE UNDER THE DIRECTOR OF REGATTA MEDICAL COORDINATORS**
- **EMS WILL BE UNDER THE DIRECTION OF KING'S DAUGHTERS' HOSPITAL (KDH) EMS DIRECTOR (SHANE WILLIAMS) OR DESIGNEE FOR SPECTATOR MEDICAL CARE**
- **PIT MEDICAL WILL BE UNDER THE DIRECTOR OF KDH EMERGENCY DEPARTMENT EMS PROTOCOLS, POLICIES AND PROCEDURES AND KDH MEDICAL CONTROL.**
- **SAFETY/RESCUE MEDICAL PERSONNEL WILL BE UNDER THE DIRECTION OF KDH MEDICAL CONTROL AND REGATTA MEDICAL. ALL MEDICAL PERSONNEL WILL PROVIDE A COPY OF CURRENT CERTIFICATIONS WHEN REQUESTED TO THE DIRECTOR OF SAFETY/RESCUE. A COPY OF CERTIFICATIONS MUST BE AVAILABLE AND ON FILE. PARAMEDICS AND EMT'S WILL CALL KDH MEDICAL CONTROL BASED ON CURRENT PROTOCOL IF MORE THAN BASIC CARE IS NEEDED. (812) 801-0022 WHILE ON THE WATER. KDH EMS WILL COVER ALL LAND BASED MEDICAL.**
- **ROOSTERTAIL POLICE, FIRE OR EMS SUPPORT WILL BE CONTACTED VIA RADIO WITH RESPONSE LOCATION AND INFORMATION. REGATTA SECURITY WILL ASSIST WITH GILDING RESPONDERS TO THE EMERGENCY. IF PATIENT CAN BE MOVED THE "RESCUE" LOCATIONS WILL BE NORTH EAST CORNER ENTRANCE TO BICENTENNIAL PARK FIRST ST AND WEST ST. AND PARK BATHROOM AREA SOUTHEAST CORNER OF THE PARK. WEST AND VAUGH DR.**

RESPONSE AREAS

PIT AREA-PIT MEDICAL RESPONSE ONLY. PIT MEDICAL WILL REQUEST ADDITIONAL

RESOURCES IF NEEDED

SPECTATOR AREA-KDH EMS BIKE PATROL, AMBULANCE, PARAMEDIC UNIT AS DIRECTED BY KDH EMS DIRECTOR OR DESIGNEE

WATER RESPONSES-AS DIRECTED BY SAFETY/RESCUE DIRECTOR DESIGNEE FOR RACE BOATS; ALL OTHER RESPONSES WILL BE AT THE DIRECTION OF SAFETY/RESCUE DIRECTOR OR DESIGNEE.

ROOSTERTAIL- REGATTA PERSONNEL WILL WORK UNDER THE UNIFIED COMMAND SYSTEM FOR ALL POLICE, FIRE AND EMS CALLS. ROOSTERTAIL POLICE, FIRE OR EMS SUPPORT WILL BE CONTACTED VIA RADIO WITH RESPONSE LOCATION AND INFORMATION. REGATTA SECURITY WILL ASSIST WITH GILDING RESPONDERS TO THE EMERGENCY. IF PATIENT CAN BE MOVED THE "RESCUE" LOCATIONS WILL BE NORTH EAST CORNER "ENTRANCE" TO BICENTENNIAL PARK FIRST ST AND WEST ST. AND PARK "BATHROOM" AREA SOUTHEAST CORNER OF THE PARK NEAR WEST AND VAUGH DR. IN THE EVENT OF AN EMERGENCY DIRECTIONS WILL BE GIVEN VIA PUBLIC ADDRESS SYSTEM IN BICENTENNIAL PARK WITH BACKUP SYSTEM AT REGATTA STAND IF NEEDED. EGRESS LOCATIONS WILL BE LOCATED AROUND THE PERIMETER OF BICENTENNIAL PARK WITH COLLAPSIBLE FENCE ALONG THE SOUTH EDGE OF THE PARK FOR MASS RAPID EXIT. REGATTA SECURITY PERSONNEL WILL RESPOND TO EGRESS LOCATIONS TO ASSIST WITH EVACUATION AND WORK UNDER THE DIRECTION OF JEFFERSON COUNTY EMA, MADISON POLICE, MADISON FIRE OR KDH EMS DESIGNEE.

MEDICAL FOR RACE BOAT DRIVERS

- **ALL BOAT DRIVERS WILL BE TREATED AT UNDER THE DIRECTION OF REGATTA**

MEDICAL IN CONJUNCTION WITH KDH EMS

- **ANY DRIVER REQUIRING AIR MEDICAL TRANSFER WILL BE TRANSPORTED TO KDH ER AND HELIPAD.**

FIRE SUPPORT

- **MADISON FIRE DEPARTMENT WILL PROVIDE PIT COVERAGE UNDER THE DIRECTION OF CHIEF KEN WASHER OR DESIGNEE**
- **MADISON FIRE DEPARTMENTS WILL PROVIDE ALL OTHER FIRE COVERAGE FOR THE REGATTA AREAS OF VAUGHN UNDER THE DIRECTION OF FIRE CHIEF KEN WASHER**
- **ALL FIRE, SAFETY/RESCUE PERSONAL WILL PROVIDE THEIR NIMS, AND CERTIFICATION TO SAFETY/RESCUE DIRECTOR BEFORE YOU WILL BE ALLOW TO ASSIST WITH THE REGATTA/ROOSTERTAIL EVENT (FIRE CHIEF WILL MAINTAIN CERTIFICATION FOR FIREFIGHTERS)**

RESOLUTION 26B -2023

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING STREET CLOSINGS FOR THE ANNUAL HOMETOWN USA PARADE

WHEREAS, there has been a request filed by Tanya Burnette on behalf of the City of Madison for street closings in connection with the annual Madison Regatta Parade to be held on Friday, June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that the following streets shall be closed from 3:00 p.m. until the end of the parade on Friday, June 30, 2023:

1. Main Street between the west side of Walnut Street and the east side of Cragmont Street;
2. Cragmont Street between the north side of Second Street and the south side of Third Street; and
3. North bound and south bound lanes of Jefferson Street between the north side of East First Street and the south side of Milton Street.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that there shall be “No Parking” on the following streets from 3:00 p.m. until the end of the parade on Friday, June 30, 2023:

1. Main Street between the west side of East Street and the east side of Cragmont Street;
2. North bound and south bound lanes of Jefferson Street between the north side of East First Street and the south side of Milton Street.
3. The 400 block of St. Michael’s Avenue;

4. The north side of the 800 block of West Third Street between Cragmont Street and Wall Street;

5. The 400 block of Wall Street;

6. The first three parking spaces on the north side of the 700 block of W. Third for going east on West Sreet; and

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA, that said streets as closed shall be under the supervision and control of the Madison Regatta Parade committee and the City of Madison at the times noted above for the year 2023.

ADOPTED this 15th day of May, 2023.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

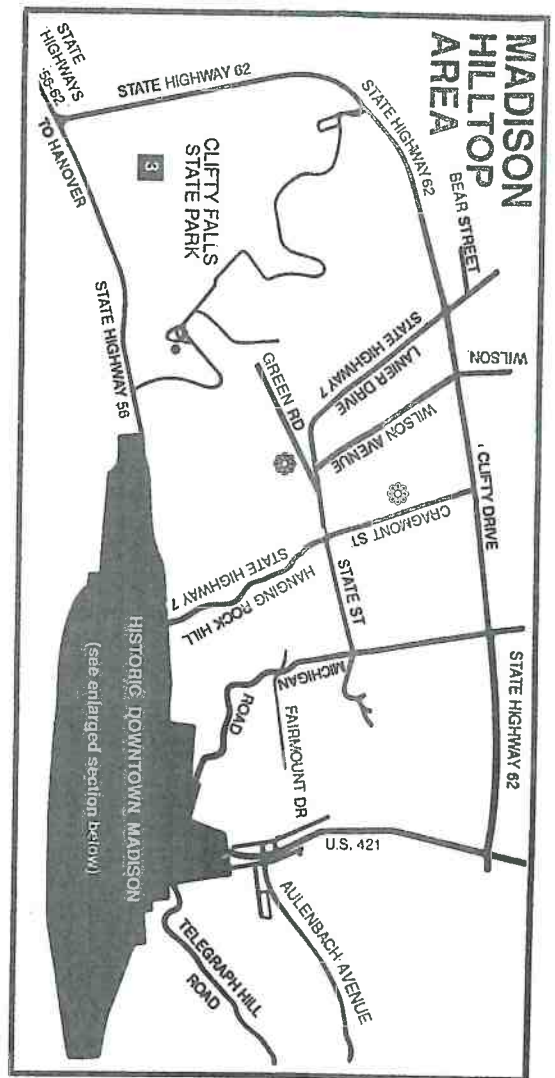
(SEAL)

ATTEST:

Kathleen M. Rampy, Clerk-Treasurer

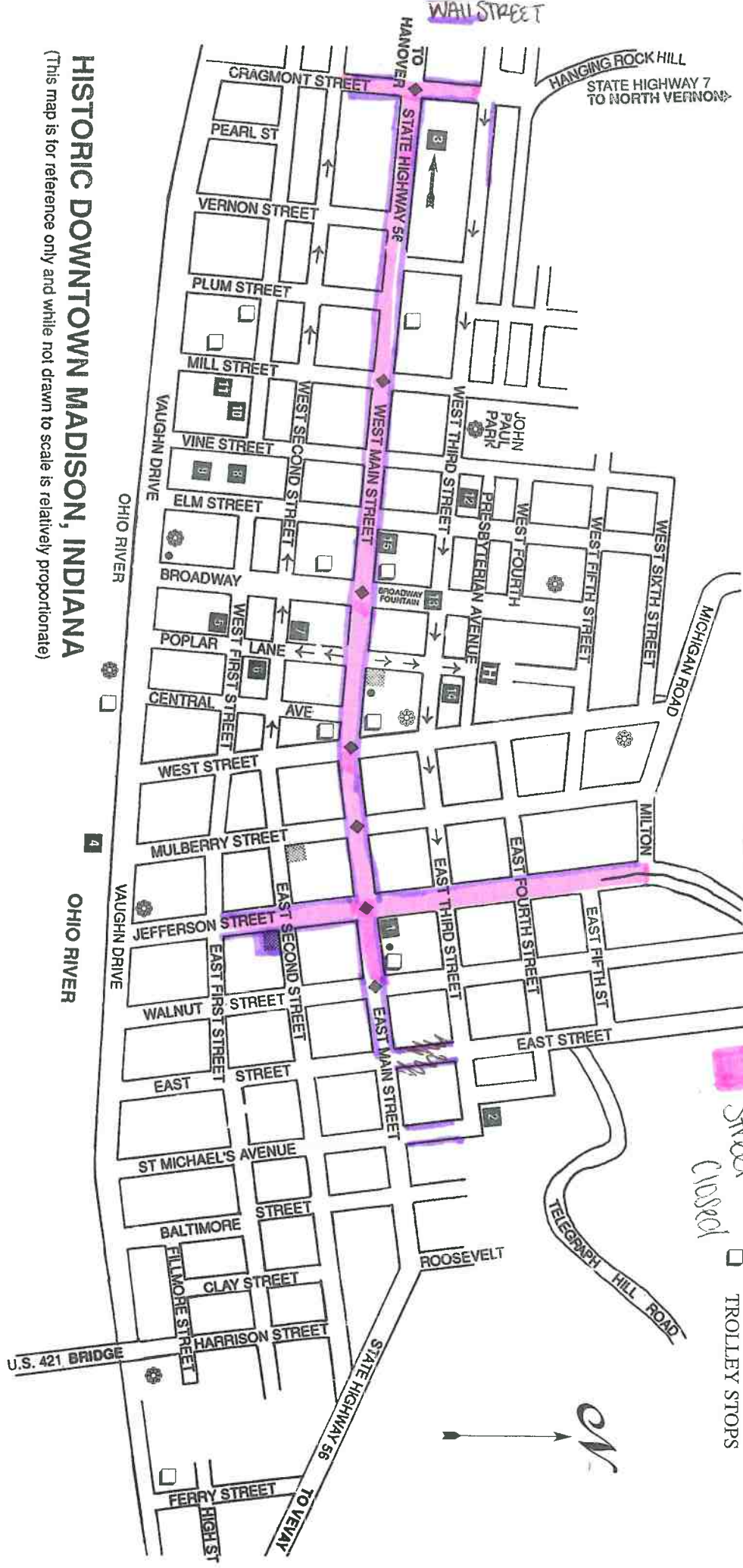


VISITOR'S REFERENCE MAP OF MADISON INDIANA



- LEGEND**
- VISITOR INFORMATION
 - PUBLIC RESTROOMS (Accessible to handicapped-wheelchairs)
 - ◆ TRAFFIC LIGHTS
 - PARKING LOT
 - ONE WAY STREETS
 - CITY PARKS
 - TROLLEY STOPS

NO PARKING
Street Closed



HISTORIC DOWNTOWN MADISON, INDIANA

(This map is for reference only and while not drawn to scale is relatively proportionate)



MADISON

Indiana

CITY OF MADISON FACILITY USE FORM

Prior to approval the event coordinator will need to:

1. Set up a meeting with the city parks director, to go over all rules that apply to the perspective park.
2. Set up a meeting with the chief of police/asst. chief of police to discuss security needs (see below for cost).
3. Provide certificate of liability insurance, for \$1,000,000 naming the City of Madison as an additional insured.
4. All fees must be received 30 days in advance of event and paid in full.

Name of Organization and Event Coordinator: Tanya Burnette
Email address for Billing: tburnette@madison-in.gov
Contact Phone: (812) 265-8300 Address: 101 W Main St.
City: Madison State: IN Zip Code: 47250
Activity or Event: Hometown USA pre-parade entertainment & parade
of Attendees expected: 1000s Date(s) of Event: 6/30/23 thru 7/3/23 Time(s): 4 to 9

Rules to abide by:

1. No vehicle allowed on grass, under any circumstance.
2. No paint on pavement, under any circumstance. (chalk or duck tape is permitted)
3. No digging on park property until all utility lines have been clearly marked.

****any damages from failing to comply with these rules will be billed to the event coordinator**

Please check the facility to be used:

<input type="checkbox"/> Bicentennial Park	<input type="checkbox"/> Gaines Park	<input type="checkbox"/> Kiwanis Park	<input type="checkbox"/> Pearl Park
<input checked="" type="checkbox"/> Broadway Fountain	<input type="checkbox"/> Hargan-Matthews	<input type="checkbox"/> Lamplighter Park	<input type="checkbox"/> Playground/All Children
<input type="checkbox"/> Brown Gym	<input type="checkbox"/> Jaycee Park	<input type="checkbox"/> Lorenz Park	<input type="checkbox"/> Rucker Sports Complex
<input type="checkbox"/> Crystal Beach	<input type="checkbox"/> John Paul Park	<input type="checkbox"/> Lytle Park	<input type="checkbox"/> West-end Park
<input type="checkbox"/> Fireman's Park	<input type="checkbox"/> Johnson Lake	<input type="checkbox"/> Oakhill Park	

Please check the equipment needed for your event: (additional security charges may apply)

<input type="checkbox"/> Electricity hookup (\$50 each)	<input type="checkbox"/> Water (\$50 per meter)
<input type="checkbox"/> Picnic Tables (\$15 each, not the # needed)	<input type="checkbox"/> Restrooms (\$50 fee for cleaning/stocking per day)
<input checked="" type="checkbox"/> Trash barrels (note the # needed)	<input type="checkbox"/> Stage (\$300 per day, coordinate with street department)
<input type="checkbox"/> Fencing (coordinate with street department)	<input type="checkbox"/> Barricades
<input checked="" type="checkbox"/> Trash pick-up (event is responsible for disposal of all trash unless negotiated with street department)	

Estimate of Charges: _____

Date of payment & amount: _____

A valid photo I. D. must be included to reserve facilities/equipment.

Permit authorized in accordance with the rules and regulations of the City of Madison. The City of Madison reserves the right to cancel for non-compliance of these rules and requirements.

By signing and submitting this Facility Use Form, the applicant agrees to abide by the rules and regulations determined by the City of Madison and the Madison Parks Department.

PLEASE READ CAREFULLY:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this Facility Use Form and have read, understand and agree to comply with all rules concerning the use of Madison Park properties. The applicant agrees that while using/renting said Park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. The applicant assumes all responsibility for proper conduct in the Park as outlined above, including assuring there is no consumption of alcoholic beverages; **unless otherwise approved by the City of Madison.**

I, Tanya Burnette, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Madison, the City of Madison-Parks, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and / or types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of the terms. I agree with its terms and sign it voluntarily.

Tanya Burnette
Signature

5/11/23
Date

Madison Parks Department

Madison Police Department



EVNT-23-4

Event Plan Application

Status: Active

Date Created: May 11, 2023

Applicant

Tanya Burnette
tburnette@madison-in.gov
101 W. Main St.
Madison, IN 47250
8125924607

Organization Information

Name of Organization

City of Madison

Organization Address

101 W. Main St.

Organization Website

madison-in.gov

Organization Social Media

City of madison in-city hall

Organization Point of Contact

Tanya Burnette

Phone Number

812-265-8304

Email Address

tburnette@madison-in.gov

The City often receives calls about outside events, what phone number can we provide to those who call about your event?

8,122,658,304

Event Details Overview

Name of Event

Hometown USA Parade

Event Location(s)

Main Street

Event Date(s)

June 30

Event Time(s)

6 PM

Provide a brief description of the event including the purpose, the key entertainment, and the targeted audience.

Celebrate Independence Day with the City of Madison and join us for the the Madison Regatta festival, the City of Madison Hometown USA Parade, and the City of Madison Firework Extravaganza. While the festival and races require an admission fee, the parade and fireworks are free to the public for all to join the celebration.

Is the event open to the public?

Yes

Event Footprint Capacity

10,000

Estimated Attendance

500+

Targeted Audience:

Families

How is the event being promoted?

Social media, outlook publication, posters, radio ads

Will the event include street/alley/public sidewalk closures?

Yes

Will the event include any no parking zones on city streets or in city designated parking areas outside of the road closure areas?

Yes

Will the event require use of city facilities and/or parks?

Yes

Will city picnic tables be requested? Picnic tables are \$15 each.

No

Will the city stage be requested? The stage is \$300 per day.

No

Will the event be requesting the use of city fencing?

No

Will the event footprint impact local residences and/or businesses?

Yes

Will the event include entertainment?

No

Will the event include food vendors?

No

Will the event include alcohol sales?

No

Will the event include the sale of other goods?

No

Event Contact List**Event Staff: Name and Title/Role**

Tanya Burnette

Event Staff: Phone Number

8,125,924,607

Event Volunteer: Name and Role

Morgan Preston - Intern

Event Volunteer: Phone Number

8,122,658,300

Event Contractor & Service Provided

BYB Events

Event Contractor: Phone Number

5,025,255,499

Other Key Event Contacts

Kealey White

Other Key Event Contact Phone Number

8,128,017,429

Event Staff: Name and Title/Role

Kealey WHite

Event Staff: Phone Number

8,128,017,429

Event Volunteer: Name and Role

Neel Mistry

Event Volunteer: Phone Number

--

Event Contractor & Service Provided

--

Event Contractor: Phone Number

--

Other Key Event Contacts

Carter Hay - Intern

Other Key Event Contact Phone Number

--

Event Security

All events over 500 are required to have hired security on site. Do not list Madison Police Department as your event security unless arrangements have been made to pay for off duty officers. * Note the section below will allow for multiple point of contact entries.

Security Company Name

MPD

Point of Contact

John I. Wallace

Point of Contact Cell Phone Number

8128013040

Describe the services provided by the security company.

Organizing police presence and directing traffic. Ensuring parade and crowd safety.

Event Running Sheet

A good running sheet includes a timeline of the event production schedule, set-up and tear-down timing, road closure timing, event timings, locations, and program details. If your event includes vendors, your event running sheet must include an approved time and date for vendor inspection prior to the start of the event. This time and date must be arranged with the City of Madison Fire Department. Please note vendors are also subject to a Health Department inspection. Event organizers must coordinate this inspection with the county health department.

Event Start Date

06/30/2023

Event Start Time

4 pm

Event End Date

06/30/2023

Event End Time

9 pm


Will additional time be needed for set up/break down?

Yes

Set up will begin at (time)

3 PM

Please upload a detailed timeline of the event, including road closure timing, infrastructure (stages, fencing, campers, food tents, tents, etc.) set up timing, event timings, locations, and program details. If your event includes vendors, your event running sheet must include an approved time and date for vendor inspection prior to the start of the event. Insufficient information will result in the request being denied.

 event running sheet - USA Parade.docx

Uploaded by Tanya Burnette on May 11, 2023 at 2:02 pm

Street/Alley/Sidewalk Closures

Event organizers are responsible for hanging no parking signs in the designated no parking areas 24 hours prior to the area becoming a no parking zone. This responsibility does not fall on the city, however, you may request a no parking zone template that you can print for your event.

List all streets/alleys/sidewalks to be closed. This must also be included on the event site plan map.

See street closure resolution for full list.

Dates and timing of street/alley/sidewalk closure

June 30, 3-9 PM

All street/alley/sidewalk closure requests must include a map highlighting the streets/alleys/sidewalks being closed and detailing the location of street barricades. Insufficient information, may result in the denial of application.

Closure Map



Main Street.png

Uploaded by Tanya Burnette on May 11, 2023 at 2:03 pm

No Parking Zones

Event organizers are responsible for hanging no parking signs in the designated no parking areas 24 hours prior to the area becoming a no parking zone. This responsibility does not fall on the city, however, you may request a no parking zone template that you can print for your event.

List all parking areas that will be closed to the public during the event

See street closure resolution for full list.

Dates and timing of no parking zones

June 30, 4-9 PM

All events requesting public parking areas be no parking zones during the event must upload a map highlighting the no parking zones.

No Parking Zone Map



Main Street.png

Uploaded by Tanya Burnette on May 11, 2023 at 2:03 pm

Advertising of Road Closures

If your event involves a street closure(s), you will be required to submit a communications plan detailing how these impacts will be advertised. There are several different mediums that can be used to advertise your event including but not limited to; printed press (newspaper), social media, websites, and radio.

The advertisement must include the name, date and location of the event, road closure locations, opening and closing times, and a contact number and website, for further inquiries. If your event includes "Tow Away Zones", it is mandatory to advertise in newspapers.

Please upload the event road closure communication plan.

City Parks/Facilities Requested

If an event requests the uses of City of Madison Parks Facilities this request must be approved by the Parks Director, no later than three weeks prior to the event. The event organizers must meet with the Parks Director to receive approval. A fee may be assessed for the rental of the facility and/or the use of supplies. The event organizers will be responsible for cleaning of the facility and ensuring the facility remains secure throughout the duration of the event. The City of Madison staff is not responsible for cleaning or re-stocking facilities during your event.

Fireman's Park

☐

Hargan-Matthews Park

☐

John Paul Park

☐

Kiwanis Park

☐

Lorenz Park

☐

Oakhill Park

☐

Playground for all Children

☐

West End Park

☐

Check all parks and/or facilities being requested.

Bicentennial Park

☐

Broadway Fountain

☒

Brown Gym

☐

Crystal Beach Pool House

☐

Gaines Park

☐

Jaycee Park

☐

Johnson Lake

☐

Lamplighter Park

☐

Lytle Park

☐

Pearl Park

☐

Rucker Sports Complex

☐

The City of Madison manages several parks located in the municipality. These public spaces are environmentally sensitive, and as such, need to be protected where possible. Structures, including pop-ups, commercial tents, tents, and marquees, may be permitted in city parks with prior written approval, in accordance with City of Madison Park guidelines, and must be detailed on your site map.

Have you met with the parks director to discuss your plans for the use of city parks/facilities.

Yes

Describe in detail the plans for use of the park(s)/facility.

We are using it for pre-event entertainment (stilt walkers and face painters) and setting up a table for parade announcers.

A meeting must be scheduled before receiving approval of this event plan.

Residential and Business Notification Plan

To minimize any impact on surrounding businesses and residents, communication is required and is vital to the success of your event. A formal letter must be sent to all businesses and residents within the event footprint. It is the event organizer's responsibility to make sure that adequate business and resident notification is conducted.

Your letter must include the following details: the name, date, and location of your event (including set-up and tear-down times), the purpose of the event, the expected number of participants, activities being conducted as part of the event, what the likely disruptions to residents and businesses will be with respect to noise, transport, and road closures, a contact number for further information or queries.

Your first letter must be written as a 'proposal' (keeping in mind that your event has not been approved by the City of Madison) and a draft submitted to the City of Madison for approval before distribution. A follow up notification letter may also need to be sent one week prior to the event.

Draft Residential and Business Notification Letter.



Notification Email.docx

Uploaded by Tanya Burnette on May 11, 2023 at 2:09 pm

Pedestrian and Crowd Management Plan

When planning an event that will be held in a public open space, event organizers must consider maintaining access for all members of the general public. A pedestrian management plan must be developed for approval by the City of Madison. This plan should tie in with your crowd management plan and vice versa. Your pedestrian management plan must outline your strategies for managing pedestrian access and egress at the event site, as well as taking into consideration non-attendee pedestrians who may be affected by it.

List all locations of pedestrian entry and exit points in the event footprint. This must also be included in the site plan map.
The event will be wide open to foot traffic.

Describe in detail how entry points and exit points will be managed. Include details on management during heavy crowds.
Police presence will be in the entire event footprint, and police cars will be placed at all major intersections.

Will the event include the closure of public sidewalks?

No

Will the event offer shuttle pick up and drop off location?

No

Describe in detail how the event will provide access to individuals with disabilities.

The event is wide open to foot traffic, and wheelchair traffic.

Event organizers must develop a crowd management plan outlining your crowd control strategy. In the situation where the crowd becomes unruly, it is the event organizer's responsibility to implement the crowd management plan.

With infrastructure in place, what is the capacity of the event foot print? Do you expect to reach capacity?

10,000, but we will not reach this capacity.

What crowd control measures (barricades, signage, security, etc.) will you be putting in place? This must be included on the site plan.

Barricades will be placed at every intersection and ally along Main Street, and police will be present at every major intersection. Police will also be present at 421 and Walnut, and St. Michael's and Main to re-route traffic around the event. They will also be present at 2nd and Jefferson to direct traffic, and at Main and Jefferson to help direct floats and traffic as needed.

Describe measures that will be taken should the crowd become unruly. As reminder, it is the event organizers responsibility to implement a crowd management plan.

Police will be present to manage any situation that arises, however this is a family-friendly event and should not become unruly as no alcohol will not be present.

What communication methods will be utilized to communicate with event volunteers, staff, and security should the crowd become unruly? What is the chain of command?

The police will communicate via radios, and City Staff will use walkie-talkies and phones as needed.

Will vehicles and crowds be in the same area or separate areas?

Same Area

Where vehicle access to event spaces is required, a vehicle management plan should be created to ensure that movement is managed in a safe manner.

Describe in detail how the vehicles will be managed to prevent an incident from occurring?

No vehicles are permitted to be in the parade unless they are pulling a float, driving a dignitary or otherwise permitted by our staff. Police vehicles will be on-site in the case of a vehicle entering the event space without permission.

Traffic Management Plan

If your event impacts any street, whether through a full street closure or a 'block and hold' arrangement, the City of Madison will require the submission of an approved traffic management plan and a street closure request form. Traffic management planning includes determining how to ensure that all traffic is accounted for, and impacts covered through your event traffic management plans. Traffic management also includes management of traffic following the end of the event.

List locations of diversion and closure signs, road closures, barricades, and traffic controllers. This must also be detailed in your site plan map.

PLEASE see site map.

The City of Madison street department will pre-set barriers and barricades, but it is the responsibility of the event organizer to set the barricades the day of the road closure, to manage the barricades throughout the event, and to remove the barricades the day the event ends.

Describe in detail the implementation and management of closures and opening.

The MPD will set barricades, and manage barricades throughout the event, and at the end of the event, the Street Department will pull the barricades to re-open all roadways.

Will the event be using variable message signs? Is yes, where will these be located?

No

Describe in detail how traffic will be managed at the close of the event.

Traffic will be managed by the Police, as the street is slowly opened while the Street Department makes it way through the route for clean up.

Public safety is the key priority of any event, and it is vital that your traffic management plan accounts for access and egress by emergency services. For example, this may mean the inclusion of a dedicated emergency lane within a road closure. You will be required to work with the public authorities to ensure a quick and effective response in the event of an emergency. Any deviation from the originally approved plan must receive approval from the City of Madison Board of Public Works and city emergency personnel.

List all emergency access routes in the road closure area. This must also be detailed in the site plan map.

Emergency vehicles can access any point of the event.

Has a meeting with MPD and MFD occurred to discuss the emergency access routes?

Yes

Emergency and Risk Management Plan

Any event, regardless of size, will have risks associated with it and it is important that the event organizer has considered potential risks and measures that will mitigate the risk. City of Madison needs all event organizers to undertake a risk analysis, to make sure that you manage and control the risks posed by your event. The plan must include identification and measurement of the risks, together with the proposed management and mitigation strategies of those risks. If your event is large or complex, several emergency services may need to be present.

First Aid: All event organizers must develop a first aid plan outlining how you will manage an incident if one were to occur.

Should an incident occur, who will be on site to provide first aid care?

Event staff and police

It is essential that you provide parking for emergency service vehicles and include this in your site plan. Where will first emergency service vehicles park should their services be needed?

They will be able to park in any adjacent roadways to our noted closures.

Provide additional details the city should know regarding your first aid plan.

There will be a strong police presence.

Evacuation plan: Event emergency plans must include an evacuation plan.

List, in detail, all evacuation points, meeting points, and emergency services' locations. This must also be included on the event site plan map.

The event is wide open and attendees can exit anywhere. Police will help to direct this.

How will the crowd be informed of any evacuation needs and who will be the person that is charged with this responsibility.

The police will be in charge of evacuation.

Weather contingency plan: The City of Madison's public places are outdoor sites; meaning events will be subject to weather conditions. It is important to consider the impacts of the weather on your event and put into place plans to account for the various conditions that may occur. Event organizers are advised to monitor long range forecasts, leading up to their event.

Who will be responsible for monitoring long range forecasts leading up to the event?

Tanya Burnette

Describe in detail the event's weather contingency plan.

The event will run in the case of rain, unless lightening is nearby.

How will the public be notified if weather impacts the event?

Social media.

Safety and Security: Safety is of high importance to the City of Madison. The nature of your event and anticipated crowd numbers will determine the type of security required. Events over 500 are required to hire security companies, while events under 500 may utilize volunteers and staff to act as security. It is important to design a security plan with security providers to clarify roles and responsibilities related to event security. The main responsibilities of security staff are likely to include crowd management, asset protection, managing lost children and handling confiscated items.

How will security be managed at the event? Do not list MPD unless arrangements have been made to hire an off duty officer.

MPD

Who will be responsible for ensuring attendees are safe?

MPD

Should there be an issue, what is the chain of command?

Event staff will notify MPD.

What other details should the city know about your security plan?

NA

Have you met with the City of Madison Police Department to discuss your security plans and obtain feedback?

Yes

Event Operations Center: Regardless of the size of your event, it is likely that you will need to have set aside an area where your staff and volunteers can meet for debriefs and/or meetings, as well as run the operations of your event. Major events held in the City of Madison require an Event Operations Center (EOC), which is an operations area where a member of the event organizing team, public authorities, stakeholders, service providers and staff gather to manage the event.

Your organization must absorb the cost of the EOC. Public authorities are responsible for their own laptops and communications. City of Madison Police and Fire departments may need to be involved in the planning and enactment of your event from a traffic management, crowd control, and emergency management perspective. However, the City of Madison Police and fire are not responsible for developing the traffic management and crowd control plans; nor are the City of Madison Police Department responsible for providing security services at your event.

Where will the EOC be located? This must also be detailed on the site plan map.

At the Broadway fountain and at the intersection of Jefferson and Main St.

A representative of the event organization must be present in the EOC at all times. The representative must be authorized and prepared to act on behalf of the event organizer in all matters. Those present must be able to immediately address any problems arising during the event.

Who will be the point of contact in the EOC?

Tanya Burnette at the intersection, Hannah Mahoney at the Fountain.

The event organizer must be responsible for the logging of incidents throughout the event. How will incidents be logged?

Notes will be made on phones, and an incident report will be filled out in City Hall.

List all EOC representatives. Include name, day(s) they are working, phone number, and role.

Tanya Burnette, Hannah Mahoney, Kealey White and MPD officers.

Waste Management Plan

You are also responsible for coordinating waste management resources and facilities to areas affected by the event, including those outside of the permitted area, where City of Madison's normal services cannot access. This includes all areas affected by road closures.

At the conclusion of the event, all displays, and promotional material, excess trash, hazardous materials, and other equipment associated with the staging of your event, are to be removed and the area left in a clean and tidy condition. If the City of Madison is required to undertake any reinstatement, additional cleaning, or removal of trash or other materials, you may incur a charge to restore the area to its pre-event condition.

Will additional trash barrels be needed? Event organizers are responsible for providing their own bags.

No

Will dumpsters be on site?

No

How will trash be disposed of during and at the close of the event?

At the close of the event, the street crew will sweep and empty trash along the parade route.

Toilets: Your site plan must show the location and number of public toilets and disabled facilities being provided for your event. The number of toilets you will need to provide will depend on anticipated crowd numbers, whether there is service of alcohol and the event duration. Accessible facilities must be available. Toilet facilities must be well lit for security and safety reasons, provided with soap and hand drying equipment, and must be cleaned and re-stocked regularly. The City of Madison staff is not responsible for cleaning or re-stocking facilities during your event, this includes City of Madison owned facilities in your event footprint.

Will city of Madison restrooms be used during the event?

No

A meeting must be scheduled to discuss cleaning and restocking of facilities for this application to be approved.

Will additional toilet facilities (porta potties) be utilized during the event?

No

Will additional handwashing stations be utilized during the event?

No

Wastewater management: Wastewater management must be included in your plan if the event will include camping/RVS. Graywater tanks may need to be rented depending on the duration of the event.

Will RVs/camping be on site during the event? All RV locations must be noted on the site plan map.

No

Utilities Management Plan

In some city locations, it is possible to use City of Madison power distribution. If you require the use of City of Madison power and it is available at your event location, the city will provide you with the details of the City of Madison electrical contractor to arrange access. You can then source your own licensed electrician, to manage power requirements during your event. Please note fees apply and the event organizer is responsible for ensuring that any independent operators comply with the appropriate safety regulations.

Will the use of city electricity be requested for the event. Note there is a \$50 charge per meter.

Yes

What date(s) will power be needed?

June 30

List all locations where power is needed? This must also be noted on the event site plan map.

Broadway Fountain

What company will the event be using to manage the power during the event?

Clty

Provide specifications of power needed (such as amperage and voltage).

Trevvy

What is the contingency plan in the event of a power blackout, be sure to detail how lighting will be provided to guarantee the safe access and egress into the event.

This is a day-time event.

In some city locations, it is possible to use the City of Madison water meters. If you require the use of City of Madison water meters and it is available at your event, you will need to fill out a festival meter form, at least one week prior to the event. This form should be filled out at the City of Madison Water Office, 101 W. Main Street Madison, IN. Please note, fees apply, and the event organizer is responsible for complying with appropriate safety regulations.

Will the use of city water meters be requested at the event? Note there is a \$50 charge per meter.

No

A festival meter form must be completed at the City of Madison Water Office at least one week prior to the event to ensure water is available.

The event organizer is responsible for proper coverage of electrical cords, water lines, and all other tripping hazards, across streets and sidewalks. Accidents, as a result of electrical cords, water lines, and other trip hazards not being properly covered, is the responsibility of event organizer.

I understand.



Site Plan Map

All events taking place on city property (parks, streets, alleys, facilities, etc.) are required to submit a site plan map. In the initial stages of planning, a draft site plan is acceptable. Your site plan should be clear, drawn to scale, with a legend noted on the plan.

The city has a black and white base map that can be shared with event organizers as a pdf or adobe file. This map can be edited in adobe software or free programs such as Canva to identify all necessary aspects of the event. The map must be printed large enough that all aspects of the event are easily identified, and color coding may be necessary. Printing is the responsibility of the event organizer. The city can provide an example.

The site plan must identify the location of all aspects of the event, including the event itself, equipment, activities and entertainment, permanent and temporary infrastructure, signage, crowd control infrastructure, street/alley/sidewalk closures, barricade/barriers, fencing, entry and exit points, generators, amenities, parking and no parking area, pedestrian and vehicle access routes, water/restroom facilities, location of electricity and water needs, seating, emergency access, emergency operations center, security locations, licensed areas, food outlets, alcohol outlets, and merchandise stalls, trash barrel, and dumpster locations.

Please note that the city can provide examples of maps, but the city is not responsible for teaching event organizers how to use software programs to edit the map.

Upload Site Plan Map. If the file is not large enough, the city may request a file be dropped off at City Hall.



Main Street.png

Uploaded by Tanya Burnette on May 11, 2023 at 2:24 pm

Please note that a site meeting with relevant City of Madison authorities may be requested by the city to make sure that the site is suitable and meets your event's needs and requirements. The more complex your event, the more likely it is that pre and post event site meetings will be required.

Signature

I, the duly authorized representative of the event, hereby affirm that the submitted information is true and correct to the best of my knowledge.

Digital Signature

Tanya Burnette :)
05/11/2023

Attachments


No attachments

History

Date	Activity
May 11, 2023 at 1:46 pm	Tanya Burnette started a draft of Record EVNT-23-4
May 11, 2023 at 2:26 pm	Tanya Burnette submitted Record EVNT-23-4
May 11, 2023 at 2:26 pm	approval step Department Review was assigned to Hannah Fagen on Record EVNT-23-4

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
✓ Department Review	Active	May 11, 2023 at 2:26 pm	-	Hannah Fagen	-

Label	Status	Activated	Completed	Assignee	Due Date
 BPWS Review Scheduled	Inactive	-	-	-	-
 BPW Approval	Inactive	-	-	-	-
 Event Approved	Inactive	-	-	-	-

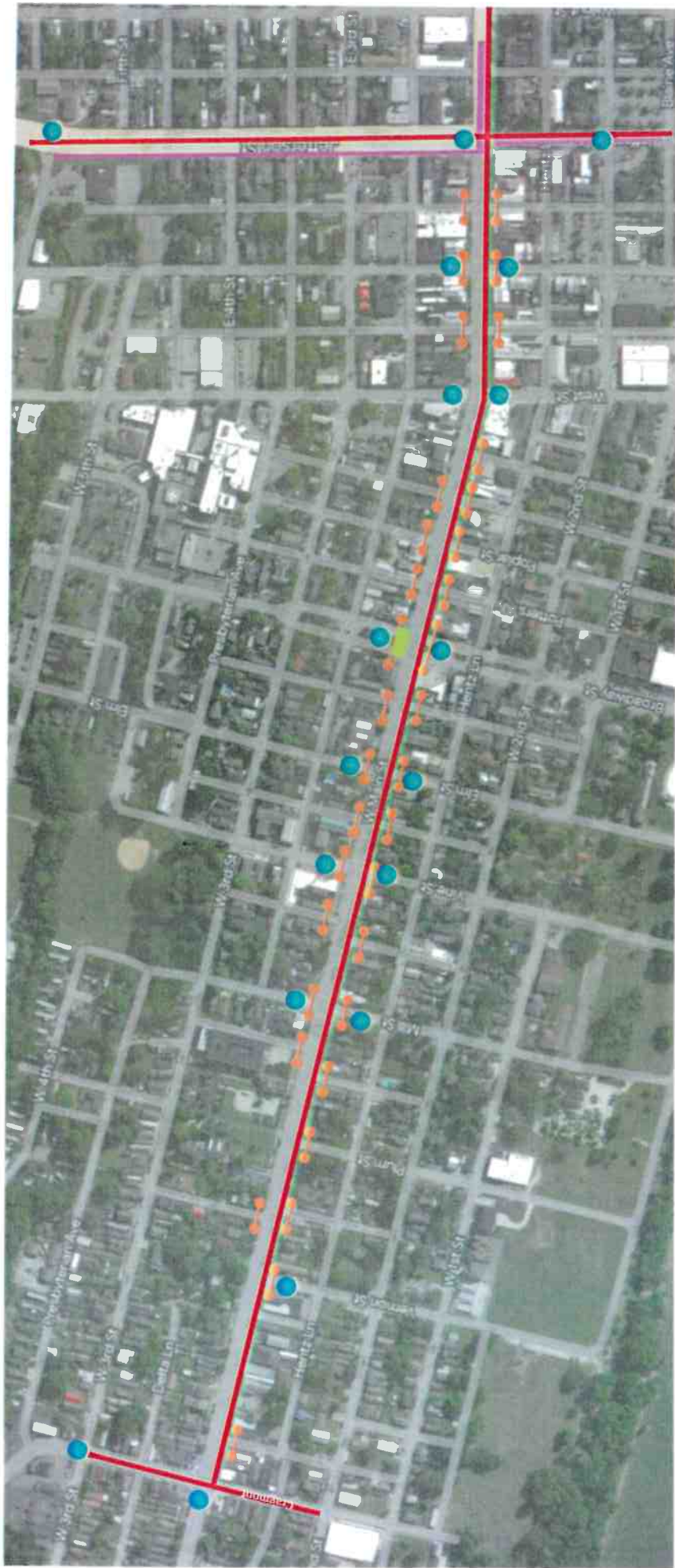


Table for announcers

Parade line up- Main Street the north side of Blaine Ave, the Second Street parking lot, 2nd Street between the west side of Walnut and Jefferson, Main Street (south parking spaces) between Jefferson and the West side of Walnut, the parking spaces along the west side of Jefferson between Main Street and the south side of Milton.

All no parking zones starting at 3:00 PM

Parade Route- Main Street between the west side of Walnut and the east side of Cragmont
Closes at 4 PM and fully by 6 PM

Location of police vehicles

Fiberglass barricades

RESOLUTION 27B-2023

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF
MADISON, INDIANA APPROVING AMENDMENTS
TO CHAPTER 50 GARBAGE COLLECTION**

WHEREAS, the Common Council of the City of Madison, Indiana enacted Ordinance No. 2013-2 (Chapter 50 of the City of Madison Book of Ordinances) on April 2, 2013 regarding Garbage Collection.

WHEREAS, it has been recommended that the following amendments as outlined in Exhibit A attached hereto be made to certain sections of Chapter 50.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the amendments to certain sections of Chapter 50 as outlined in Exhibit A attached hereto are approved and hereby recommended for passage by the Common Council of the City of Madison, Indiana.

ADOPTED this 15th day of May, 2023.

Bob G. Courtney, Chairman

Karl Eaglin, Member

David Carlow, Member

(SEAL)

ATTEST:

Kathleen M. Rampy, Clerk-Treasurer

EXHIBIT A

City of Madison

Garbage Collection

City Transfer Station

Chapter 50

CHAPTER 50: GARBAGE COLLECTION; CITY TRANSFER STATION

Section

Garbage Collection

[50.03](#) Collection regulations; fees

[50.09](#) Supervision of Sanitation Department

Transfer Station

[50.21](#) Prohibited items; removal by city

[50.27](#) *Transfer station charges*

Cross-reference:

Open burning of leaves, wastes, and the like, see [§§ 92.40](#) through [92.44](#)

GARBAGE COLLECTION

§ 50.03 COLLECTION REGULATIONS; FEES

(A) Collection regulations.

- (1) Weekly pickup of garbage shall be provided by the city to each “UNIT” within the City and (County with Board of Works approval) as follows:

Options:1. One (1) 64 gallon can (max)

2. Two (2) 33 gallon cans

3. Two (2) 33 gallon bags

All cans shall have a tight cover with tied bags inside and all bags outside a can shall be securely tied. Amounts of garbage exceeding the above-stated limits may be disposed of in a 33 gallon max plastic bag with an orange sticker purchased from the city. Each can or bag shall not exceed a maximum weight of 50 pounds.

- (2) Recyclables shall be picked up on the first and third weeks of each month following the first Tuesday of the week, or more frequently as determined by Board of Public Works and Safety. The following items will be accepted: office paper, junk mail, paperboard, plastic bottles and jugs, aluminum cans, steel and tin cans with labels removed, cartons with caps and straws removed, glass bottles and glass jars. Recyclables shall be placed in a garbage can or bin identified with a recycle only sticker not exceeding 55 gallons in size and must not exceed a maximum weight of 50 pounds. No bags will be accepted and everything must be loose.

(3) Composting materials shall be picked up once a week in May, June, and July and the second and fourth weeks in January, February, March, April, August, September, October, November, and December. Compost material must be placed in a Thirty Three (33) gallon can (maximum size) affixed with a City of Madison current composting sticker or an approved Compost Bag. Cans or Bags must not exceed the weight limit of 50 pounds.

(4) Leaves may be disposed of in the same manner as composting materials. In the fall, leaves may be placed **Curbside** where they will be picked up pursuant to a schedule established by the Street Department.

(5) Appliances, logs, carpeting, construction materials, and trash shall not be picked up by the Sanitation Department or the Street Department. Logs, carpeting, construction materials, and trash may be delivered to the Madison Transfer Station where they will be subject to a tipping fee.

(6) Brush that does not fit in a City of Madison compost bag must be placed **Curbside** and residents must call the Street Department to request pick up.

(7) Furniture shall be picked up once a week for residents that are currently paying for City of Madison Garbage pickup and each Piece of Furniture must have a City of Madison sticker located on it. Furniture must be placed **Curbside** by 7:00 am the day of pickup. Residents must call the Street Department in advance to request pick up.

(8) All items to be picked up must be placed in or immediately adjacent to a street or alley by 7:00 am on the pickup day.

(9) Garbage shall not be placed for collection at curbside or in any area *proximate* to curbside earlier than 6:00 p.m. on the day before said garbage is to be collected. Garbage must be at curbside the day of pickup by 7:00 a.m. This provision shall not be interpreted to prohibit the placement of garbage for collection at any time in an alley.

(B) Fees.

- (1) Each unit, occupied or unoccupied, shall be charged a monthly fee of \$ 9.85 for weekly collection, which shall not be adjustable. Such charge shall be due and payable 15 days after billing therefore and subject to a delinquent charge of 10% if not paid when due.
- (2) For an additional \$ 9.85 monthly fee, each unit can purchase an additional weekly collection volume as described in subsection (A)(1)
- (3) City of Madison composting bags shall cost \$1.00 a bag, and stickers for composting cans shall cost \$ 20.00 each per year.
- (4) City of Madison sticker for extra garbage bag collection shall cost \$3.00 a sticker.

- (5) City of Madison charge for furniture **Curbside Pick-up** shall cost \$5.00 per piece.
- (6) In the event a resident will be leaving his or her residence unoccupied by any person for a continuous period of not less than 180 days and, as a result, shall not require pickup, such resident may notify the City Utility Office. Any resident not requiring pickup for less than 180 days *shall have the approval of* the **Board of Public Works**. After approval resident shall be entitled to an abatement of the fees normally charged under this section. The resident must, within five days of the reoccupancy of his or her residence, after a period of suspension of charges under this subsection, notify the City Utility Office of the date of reoccupancy and charges and pickup shall resume under the normal fee and pickup schedule.

(Ord. 1993-7, passed 4-6-93; Am. Ord. 1996-9, passed 5-29-96; Am. Ord. 1999-5, passed 5-18-99) Penalty, see § 50.99, Ord. 2013-2, passed 4-2-13)

§ 50.09 SUPERVISION OF SANITATION DEPARTMENT

The Board of Public Works and Safety is responsible for the supervision of the Sanitation Department.

('66 Code, § 94.04)

TRANSFER STATION

§ 50.21 PROHIBITED ITEMS; REMOVAL BY CITY

(A) The City Transfer Station shall be used solely for refuse disposal in accordance with the City's approved Operating Plan and no person or commercial refuse hauler shall cause to be deposited at the facility the following:

- (1) Liquid industrial waste;
- (2) Hazardous waste;
- (3) Carcasses;
- (4) Sludge;
- (5) Items greater than four feet in length, four feet in width, and not to exceed 48 cubic feet.

(B) Any refuse, waste, or material prohibited from being deposited *at the transfer station* but which is deposited *at the transfer station*, or any refuse or material deposited on access roads or any unauthorized location within the facility may be removed or

disposed of by city representatives or employees at the expense of the person or commercial refuse hauler depositing same.

(Ord. 1985-25, passed 11-5-85, Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.27 TRANSFER STATION / COMPOST YARD CHARGES

Rates for individual residents and industrial and commercial refuse haulers shall be as follows:

- (A) Automobile, \$3.00 per bag (household trash only).
- (B) Vehicles with loose trash.
 - (1) Up to 500 pounds: \$19.00
 - (2) 501 - 1000 pounds: \$39.00
 - (3) 1001 - 1500 pounds: \$59.00
 - (4) 1501 - 2000 pounds: \$79.00
- (C) Compactors: \$79.00
- (D) Tires: (No Rims Allowed) Passenger \$11.00

Non-standard passenger tires, other type tires, and any appropriate fuel surcharge fee will be charged by a rate schedule reviewed and determined by the City of Madison Board of Works and Safety. *No tires with rims are allowed.*

- (E) Compost: (County Residents Only) \$20.00 per 1000 pounds or fraction thereof delivered to the Transfer Station; City Residents may deliver compost to the Transfer Station at no charge.

(Ord. 1994-13, passed 6-21-94; Am. Ord. 1996-9, passed 5-29-96; Am. Ord. 2000-4, passed 6-20-00, Ord. 2013-2, passed 4-2-13)

EXHIBIT A

City of Madison

Garbage Collection

City Transfer Station

Chapter 50

CHAPTER 50: GARBAGE COLLECTION; CITY TRANSFER STATION

Section

Garbage Collection

~~-~~ [50.03](#) Collection regulations; fees

~~-~~ [50.09](#) Supervision of Sanitation Department

Transfer Station

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- (1) Weekly pickup of garbage shall be provided by the city to each "UNIT" within the City and (County with Board of Works approval) as follows:

- Options:**
1. One (1) 64 gallon can (max)
 2. Two (2) 33 gallon cans
 3. Two (2) 33 gallon bags

All cans shall have a tight cover with tied bags inside and all bags outside a can shall be securely tied. Amounts of garbage exceeding the above-stated limits may be disposed of in a 33 gallon max plastic bag with an orange sticker purchased from the city. Each can or bag shall not exceed a maximum weight of 50 pounds.

- (2) Recyclables shall be picked up on the first and third weeks of each month following the first Tuesday of the week, or more frequently as determined by Board of Public Works and Safety. The following items will be accepted: office paper, junk mail, paperboard, plastic bottles and jugs, aluminum cans, steel and tin cans with labels removed, cartons with caps and straws removed, glass bottles and glass jars. Recyclables shall be placed in a garbage can or bin identified with a recycle only sticker ~~securely tied clear plastic bags~~ not exceeding ~~55~~33 gallons in size and must not exceed a maximum weight of 50 pounds. No bags will be accepted and everything must be loose. ~~Recyclables shall be bagged separable per the following:~~

~~(a) — All #1 and #2 Plastics, Glass (with caps removed and rinsed), Aluminum and Bi Metal Cans.~~

~~(b) — Clean dry rags and shoes~~

~~(c) — Newspaper, Books, Magazines~~

~~(d) — Cardboard must be bundled together separate~~

~~Properly packaged recyclables shall not be subject to the limitations set forth in subdivision (1) above and shall not be considered as garbage for the purpose of meeting such limitations.~~

- (3) Composting materials shall be picked up once a week in May, June, and July and the second and ~~forth~~fourth weeks in January, February, March, April, August, September, October, November, and December. Compost material must be placed in a Thirty Three (33) gallon can (maximum size) affixed with a City of Madison current composting sticker or an approved Compost Bag. Cans or Bags must not exceed the weight limit of 50 pounds.

(4) Leaves may be disposed of in the same manner as composting materials. In the fall, leaves may be placed **Curbside** where they will be picked up pursuant to a schedule established by the Street Department.

(5) Appliances, logs, carpeting, construction materials, and trash shall not be picked up by the Sanitation Department or the Street Department. Logs, carpeting, construction materials, and trash may be delivered to the Madison Transfer Station where they will be subject to a tipping fee.

(6) Brush that does not fit in a City of Madison compost bag must be placed **Curbside** and residents must call the Street Department to request pick up.

(7) Furniture shall be picked up once a week for residents that are currently paying for City of Madison Garbage pickup and each Piece of Furniture must have a City of Madison sticker located on it. Furniture must be placed **Curbside** by 7:00 am the day of pickup. Residents must call the Street Department in advance to request pick up.

(8) All items to be picked up must be placed in or immediately adjacent to a street or alley by 7:00 am on the pickup day.

(9) Garbage shall not be placed for collection at curbside or in any area proximate to curbside earlier than 6:00 p.m. on the day before said garbage is to be collected. Garbage must be at curbside the day of pickup by 7:00 a.m. This provision shall not be interpreted to prohibit the placement of garbage for collection at any time in an alley.

(B) Fees.

(1) Each unit, occupied or unoccupied, shall be charged a monthly fee of \$ 9.85 for weekly collection, which shall not be adjustable. Such charge shall be due and payable 15 days after billing therefore and subject to a delinquent charge of 10% if not paid when due.

(2) For an additional \$ 9.85 monthly fee, each unit can purchase an additional weekly collection volume as described in subsection (A)(1)

(3) City of Madison composting bags shall cost ~~\$1.000.50~~ a bag, and stickers for composting cans shall cost \$ 20.00 each per year.

~~(4)~~ City of Madison sticker for extra garbage bag collection shall cost ~~\$32.00~~ a sticker.

~~City of Madison charge for furniture Curbside Pick-up shall cost \$5.00 per piece.~~

~~(5)~~

~~(4)~~ City of Madison sticker for Furniture **Curbside** Pick-up shall cost ~~\$2.00~~ a sticker.

~~(5)~~(6) In the event a resident will be leaving his or her residence unoccupied by any person for a continuous period of not less than 180 days and, as a result, shall

not require pickup, such resident may notify the City Utility Office. Any resident not requiring pickup for less than 180 days shall have the approval of the **Board of Public Works**. After approval resident shall be entitled to an abatement of the fees normally charged under this section. The resident must, within five days of the reoccupancy of his or her residence, after a period of suspension of charges under this subsection, notify the City Utility Office of the date of reoccupancy and charges and pickup shall resume under the normal fee and pickup schedule.

(Ord. 1993-7, passed 4-6-93; Am. Ord. 1996-9, passed 5-29-96; Am. Ord. 1999-5, passed 5-18-99) Penalty, see § 50.99, Ord. 2013-2, passed 4-2-13)

§ 50.09 SUPERVISION OF SANITATION DEPARTMENT

The Board of Public Works and Safety ~~and the Board of Health~~ is ~~are~~ responsible for the supervision of the Sanitation Department.

('66 Code, § 94.04)

TRANSFER STATION

§ 50.21 PROHIBITED ITEMS; REMOVAL BY CITY

(A) The City Transfer Station shall be used solely for refuse disposal in accordance with the City's approved Operating Plan and no person or commercial refuse hauler shall cause to be deposited at the facility the following:

- (1) Liquid industrial waste;
- (2) Hazardous waste;
- (3) Carcasses;
- (4) Sludge;

(5) Items greater than ~~foursix~~ feet in length, four feet in width, and not to exceed 48 cubic feet.

(B) Any refuse, waste, or material prohibited from being deposited at the transfer station but which is deposited at the transfer station, or any refuse or material deposited on access roads or any unauthorized location within the facility may be removed or disposed of by city representatives or employees at the expense of the person or commercial refuse hauler depositing same.

(Ord. 1985-25, passed 11-5-85, Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.27 TRANSFER STATION / COMPOST YARD CHARGES

Rates for individual residents and industrial and commercial refuse haulers shall be as follows:

(A) Automobile, ~~\$3.2.00~~ per bag (household trash only).

~~(B) — (B) —~~ Vehicles with loose trash.

(1) Up to 500 pounds: ~~\$19.00~~16.00 ~~minimum.~~

(2) 501 - 1000 pounds: ~~\$39.00~~31.00

(3) 1001 - 1500 pounds: ~~\$59.00~~47.00

(4) 1501 - 2000 pounds: ~~\$79.00~~62.00

(C) Compactors: ~~\$79.00~~52.00 ~~per ton.~~

(D) Tires: (No Rims Allowed) Passenger ~~\$11.00~~8.00

Non-standard passenger tires, ~~and~~ other type tires, and any appropriate fuel surcharge fee will be charged by a rate schedule reviewed and determined by the City of Madison Board of Works and Safety. *No tires with rims are allowed.*

– ~~(EE)~~ Compost: (County County Residents Only) ~~\$20.00~~10.00 per 1000 pounds or fraction thereof delivered to the Transfer Station; City Residents may deliver compost to the Transfer Station at no charge.

(Ord. 1994-13, passed 6-21-94; Am. Ord. 1996-9, passed 5-29-96; Am. Ord. 2000-4, passed 6-20-00, Ord. 2013-2, passed 4-2-13)



MADISON

Indiana
Planning, Preservation and Design

May 12, 2023

To:
BPW

Within your packet are two PACE final reports.

The first report is for 736 W Third St. The recipient, M & S Bailey Family Farm LLC, is asking for the disbursement of \$4,917.58 which is 50% of the cost of the project. They completed replacement of deteriorated wood deck and porch columns. Everything was completed according to their grant agreement.

The second report is for 752 Jefferson St. The recipient, Richard Cole, is asking for the disbursement of \$6,564.04 which is 50% of the cost of the project. He completed replacement of deteriorated windows. Everything was completed according to his grant agreement.

Thank you,

Nicole M Schell

Nicole M Schell, AICP
Director of Planning
City of Madison, Indiana



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: 5/6/2023

Property Owner Name: Marty Bailey

Mailing Street Address: 1926 Fox Trail Lane

City: Madison

State: IN Zip: 47250

Phone (Preferred): 765-242-4806

Phone (Alternate): _____

Email: _____

PROJECT INFORMATION

Street Address: 736 W. Third St.

Total Cost of Project (include all costs to complete the entire project): \$9835.17

Estimated Date of Completion of Work: 5/04/2023

☐ 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): \$7500

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.

removal of existing wood porch deck floor, disposal of wood, installation of Trex composite deck
floor material

☐ 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	Removal of existing wood porch floor & replacement of porch decking with Trex	9835.17	4917.59
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	Totals		

☐ Additional pages are attached.

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

Martin J. Bailer
Applicant(s) Signature

5/9/23
Date







KP Restoration & Contracting

145 E. First St
68406, Indiana 47243
Phone: (812) 778 - 0807
Email: kprestorations79@gmail.com



Keanan Fleming
(812) 725 - 4110
kprestorations79@gmail.com

Powered By



MAND S BAILEY FAMILY FARM LLC.

Billing Address: 1926 Fox Trail Ln
Madison, Indiana 47250

Service Address: 736 West 3rd Street
Madison, Indiana 47250
sandykb1959@yahoo.com
(765) 577 - 1210

INVOICE

Invoice: **#INV-000003**
Date: **Apr. 15th, 2023**
Due Date: **Apr. 22nd, 2023**
Sent On: **-**
Status: **Partially Paid**

#	Item	Qty	Rate	Amount
1	Area Front deck: Front deck replacement Labor: 30 @ 200.00 Per Hour	30 Hours	200.00	6,000.00
2	Area Front deck: Front deck replacement Material: 4 items	1 Unit	3023.07	3,023.07
Subtotal				\$9,023.09
City of Madison, Indiana (9.0000%)				\$812.08
Total				\$9,835.17
Amount Due				\$9,835.17
Payment Schedule				
Deposit Due (50.84%) by Nov. 28th, 2022				\$5,000.00

Payment Options:



Cash











MADISON

Indiana
Planning, Preservation and Design

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: 4/26/2023

Property Owner Name: Rick Cole

Mailing Street Address: 752 Jefferson St.

City: Madison

State: IN Zip: 47250

Phone (Preferred): 812-701-8932

Phone (Alternate): _____

Email: _____

PROJECT INFORMATION

Street Address: 752 Jefferson St.

Total Cost of Project (include all costs to complete the entire project): \$13128.06

Estimated Date of Completion of Work: 4

☐ 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): \$7500 6,564.04

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.

replacement of windows

☐ 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	Replacement windows	\$13128	7500
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	Totals		

☐ Additional pages are attached.

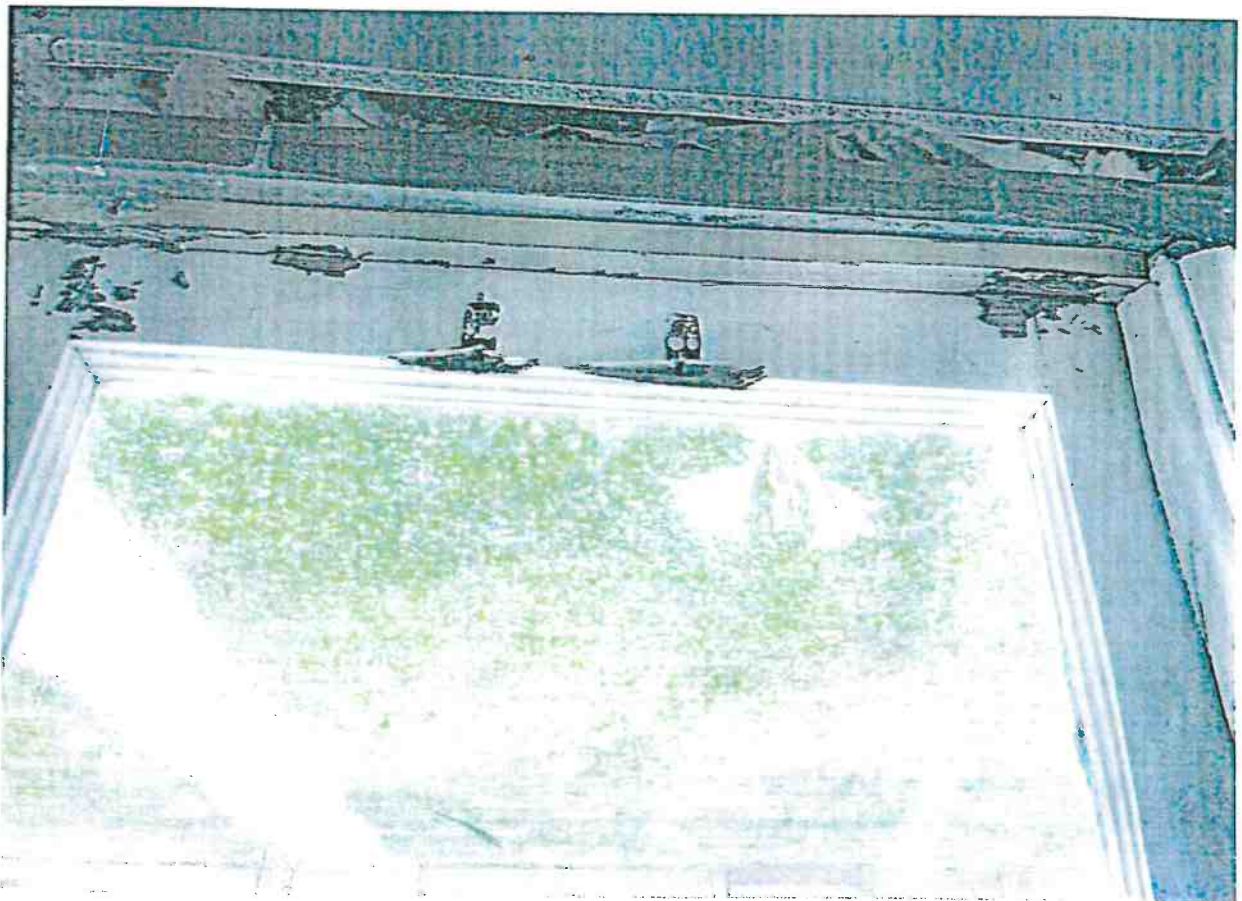
I certify that the project was completed and that all required documents are included in my final report packet.

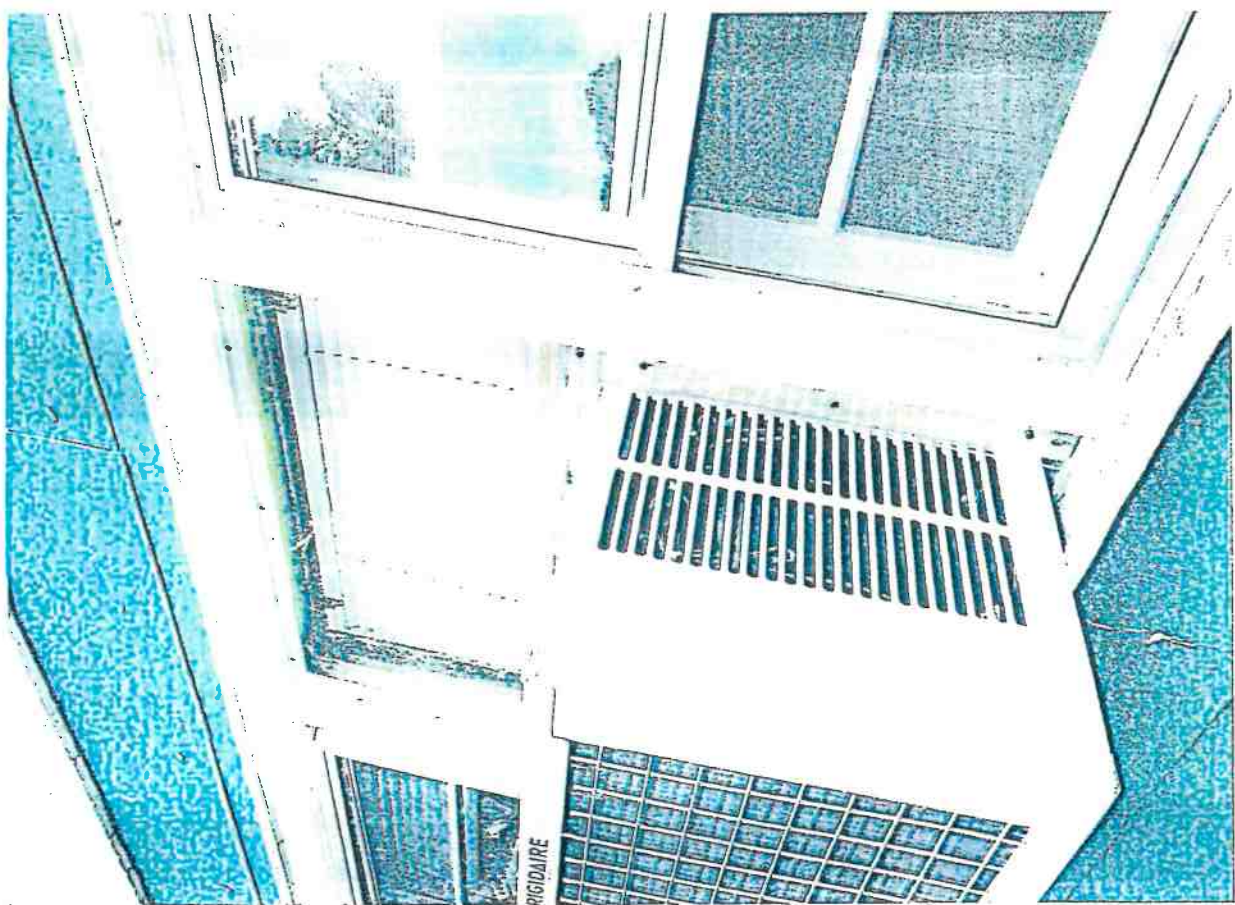


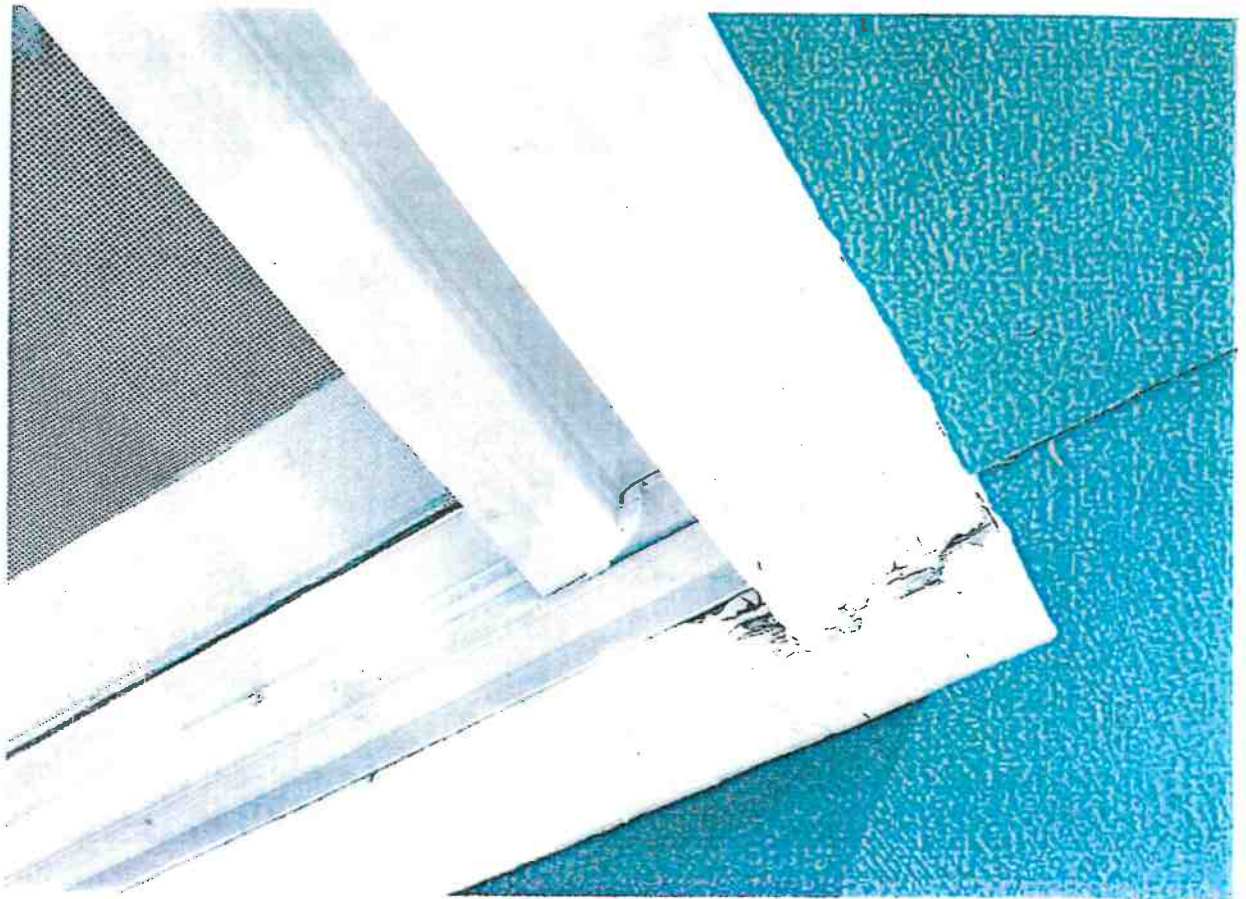
Applicant(s) Signature

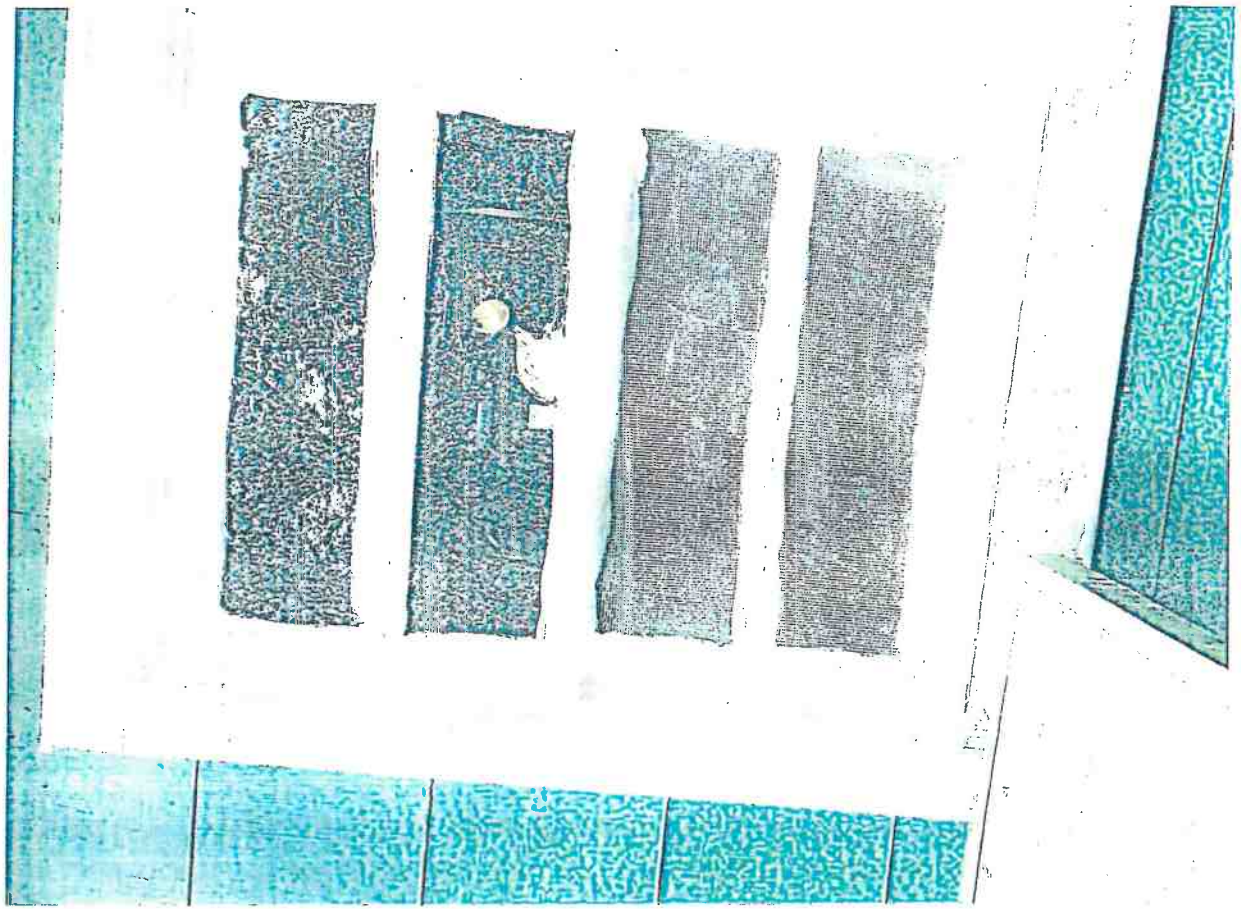
4/26/2023

Date









Rick Cole
752 Jefferson Street
Madison, IN 47250

Description

tion #3:

bor and materials to furnish and install (8) Sun USA Clad Double hung wiindows and (2) Sun
ted Picture Windows.

ne windows are wood comfort tilt with White aluminum cladding on the exterior, factory paint
interior. The windows will be glazed with Sun Advantage 270 glass with Obscure privacy gl:
tom sash of the bathroom window. The windows will have Full screens. Pricing includes wra
erior with white aluminum trim coil, all miscellaneous materials, and the disposal of the old w
\$ 13,128.08

materials is guarenteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice
violation from the above specifications involving extra costs will be executed only upon written orders, and will become an ex
bove the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

orized signature:

Randall Paul

Universal

Arch

Gla

GLASS UNLIMITED, INC.

807 Lanier Drive
MADISON, INDIANA 47250
(812) 273-3622

Customer's Order No.		Date		1/18		20 23	
Name		Rick Cole					
Address		752 Jefferson Street Madison					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MOSE RETD	PAID OUT	TV
QUAN.	DESCRIPTION				PRICE	AMOUNT	
	Deposit for						
	10 Sun Clad					7000 00	
	Replacement windows						
TAX							
TOTAL					Cash		
0016770		Rec'd by [Signature]					

All claims and returned goods MUST be accompanied by this bill.

