



MADISON *Indiana*

Board of Public Works and Safety Agenda

MEETING DATE: Monday, September 16, 2024, at 11:30 AM

MEETING PLACE: Madison City Hall- Council Chambers

- A. Calling of roll and notice of absentees.
- B. Approval of minutes
- C. Claims
- D. Adjustments
- E. New business
 - SRF Disbursement Request #L-2
 - MPD SOP #047: Department Issued Cell Phones
 - Joint Use and Maintenance Agreement with INDOT
 - PACE Finals: 209 E. 1st, 407 W. 2nd, 523 and 525 West St.
- F. Unfinished business
 - PACE Funding Request for 524 Jefferson St./Madison Christian Health
 - PACE Paul Bruhn Grant Application 408 E. 4th St. (tabled from June 17th)
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: Monday, October 7, 2024
- J. Motion to adjourn.



MADISON *Indiana*

Board of Public Works and Safety Minutes

MEETING DATE: September 3, 2024, at 11:30 AM

MEETING PLACE: City Hall- Council Chambers

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

Calling of roll and notice of absentees: Eaglin and Carlow were present, and Mayor Courtney was absent (2-0).

Approval of Minutes: Eaglin moved to approve the August 19, 2024, minutes, seconded by Carlow. All in favor, motion carried (2-0).

Claims: Carlow moved to approve the claims as submitted, seconded by Eaglin. All in favor, motion carried (2-0).

Adjustments: None.

New business:

Resolution 2024-47B: Pop-Up Evening Farmers Market: Brittany Demaree, representing the Madison Farmers Market and Madison Main Street Program, has submitted a request to close a parking lot for a Pop-Up Evening Farmers Market on Wednesday, September 11, 2024. The parking lot on Vaughn Drive between Poplar Street and Central Avenue shall be closed on Wednesday, September 11, 2024, from 5:00 pm to 9:00 pm. **Motion:** Eaglin made a motion to approve Resolution 2024-47B, seconded by Carlow. All in favor, motion carried (2-0).

Unfinished Business:

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

PACE Paul Bruhn Grant Application for 408 E. 4th St. (tabled from June 17, 2024): Remains tabled.

Mayor's comments: None.

Public comment: Carla Krebs, District 2 City Councilwoman, received a phone call from a constituent concerning the intersection of Presbyterian and Mill due to close calls with traffic. The constituent is requesting that the city install signage indicating a sharp curve ahead.

Next meeting: Monday, September 16, 2024, at 11:30 AM.

Adjourn: Eaglin moved to adjourn, seconded by Carlow. All in favor, motion carried (2-0).

Attested:

Shirley Rynearson, Clerk-Treasurer

Karl Eaglin

Mayor Bob Courtney

David Carlow



MADISON

Indiana
Utilities Office


UTILITY MANAGER BPW REPORT:

September 16, 2024

Water Project – SRF Disbursement Request L-2

1. SRF Request No. L-2 – Commonwealth Engineers
 - Three (3) Invoices dated 09/29/2024.
 - a. Invoice 60494 in the amount of \$1,820.47 for Construction & Post-Construction
 - b. Invoice 60495 in the amount of \$1,150.00 for RPR Inspection
 - c. Invoice 60496 in the amount of \$177.11 for American Iron and Steel Compliance Fees
 - d. Total Amount of Invoices = \$3,147.58
– Amount of SRF Disbursement No. L-2 = \$3,148

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:	L-2		
Mailing Address:	101 West Main Street						
City:	Madison	State:	IN	ZIP Code:	47250		
Contact Person:	Shirley Ryneerson, 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:						\$	1,000,000
Total Amount of Previous Disbursements:						\$	181,515
Balance Available After this Disbursement:						\$	815,337
Amount to Contractor for this Request:						\$	3148
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
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:						\$	3148
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:	9/16/2024	
For Internal Use Only:							
Approved By:			Date:			GPR Amount:	\$
					Lead Amount:	\$	



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 60494
 Date 08/29/2024

Project W19120 Madison - Water Utility
 Improvements

For Basic Engineering Services rendered through July 31, 2024

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

Amendment #3 signed 05/20/2024

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

Additional Construction

Professional Fees

	Hours	Billed Amount
Engineering Intern III	2.75	444.82
Clerical III	0.25	34.87
Reproduction Processor	0.50	48.11
Professional Fees subtotal	3.50	527.80

Reimbursable Expenses

	Units	Billed Amount
Miles	186.00	143.31
Reimbursable Expenses subtotal		143.31
Additional Construction subtotal		671.11

Post Construction

Professional Fees

	Hours	Billed Amount
Engineering Intern III	6.25	1,010.94
Senior Process Engineer	0.50	138.42
Professional Fees subtotal	6.75	1,149.36

Post Construction subtotal 1,149.36

Invoice total **1,820.47**

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
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	173,984.39	173,984.39	1,015.61	0.00
ADDITIONAL CONSTRUCTION	20,000.00	19,301.99	19,973.10	26.90	671.11
POST CONSTRUCTION	10,000.00	8,840.75	9,990.11	9.89	1,149.36
Total	1,065,000.00	1,062,127.13	1,063,947.60	1,052.40	1,820.47



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City of Madison
 Attn: Brian Jackson, Utilities Manager
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Invoice number 60495
 Date 08/29/2024

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 Improvements

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Amendment #2 signed 11/20/23

Amendment #3 signed 05/20/24

Resident Project Representative
 Consultant

Consultant Other
 Dixon Engineering, Inc.

	Billed Amount
Consultant subtotal	1,150.00
Resident Project Representative subtotal	1,150.00

Invoice total **1,150.00**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
RESIDENT PROJECT REPRESENTATIVE	300,000.00	298,850.00	300,000.00	0.00	1,150.00
ADDITIONAL RESIDENT PROJECT REPRESENTATIVE	137,982.51	137,982.51	137,982.51	0.00	0.00
Total	437,982.51	436,832.51	437,982.51	0.00	1,150.00



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

Invoice number 60496
 Date 08/29/2024

Project W19120 Madison - Water Utility
 Improvements

For Basic Engineering Services rendered through July 31, 2024

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Limited NTP 3 dated 01/17/2023

Amendment #2 signed 11/20/23

Amendment #3 signed 05/20/24

American Iron & Steel Compliance

Professional Fees

	Hours	Billed Amount
Engineering Intern III	0.50	80.88
Reproduction Processor	1.00	96.23
Professional Fees subtotal	1.50	177.11
American Iron & Steel Compliance subtotal		177.11

Invoice total **177.11**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
SOIL BORINGS	17,459.53	17,459.53	17,459.53	0.00	0.00
RECORD DRAWINGS	12,500.00	10,443.89	10,443.89	2,056.11	0.00
EROSION CONTROL	3,057.96	3,057.96	3,057.96	0.00	0.00
WATER MODEL UPDATE	6,817.45	6,817.45	6,817.45	0.00	0.00
LAND SURVEYING	50,000.00	50,000.00	50,000.00	0.00	0.00
FINANCIAL / LEGAL ASSISTANCE	10,000.00	3,741.45	3,741.45	6,258.55	0.00
START UP ASSISTANCE	10,000.00	10,000.00	10,000.00	0.00	0.00
AMERICAN IRON & STEEL COMPLIANCE	5,000.00	4,260.47	4,437.58	562.42	177.11
FISCAL SUSTAINABILITY PLAN	0.00	0.00	0.00	0.00	0.00
REGULATORY	5,891.15	5,891.15	5,891.15	0.00	0.00
Total	120,726.09	111,671.90	111,849.01	8,877.08	177.11

MADISON CITY POLICE DEPARTMENT	
SUBJECT: DEPARTMENT ISSUED CELL PHONES	Number: SOP-047
EFFECTIVE DATE: September 16 th , 2024	REVIEW DATE:
AMENDS/SUPERSEDES:	WRITTEN BY: Chief Shawn Scudder
NUMBER OF PAGES: 4	

I. POLICY

Department issued cell phones (DICP) will be provided to all sworn Madison police personnel (or others as determined by the Chief of Police) who, by the nature of their jobs, have a routine and continuing business need for use while conducting official city business.

II. PURPOSE

To establish the guidelines and uniform use of DICP's for authorized Madison Police Department personnel.

III. GENERAL

- A. Indiana law prohibits the use of handheld cellular devices and law enforcement officers are not exempt from this law. Officers are permitted to activate the Bluetooth function on the DICP and use it in conjunction with their vehicle, however the safe operation of a department vehicle will always take precedence over the use of a cell phone.
- B. Personnel will have no expectation of privacy regarding any communication made with or stored in or through the DICP and shall have no expectation of privacy in their location should the device be equipped with location detection capabilities. The use of the DICP is without expectation of privacy that the employee may otherwise have in any communication. Communications or data reception on personal, password-protected, web-based email accounts and any other services are subject to monitoring if department equipment is used.
- C. In accordance with this policy, supervisors are authorized to conduct a limited administrative inspection of electronic files and downloaded applications without prior notice, consent, or a search warrant, on DICP's that have been used to conduct department related business. Administrative inspections can take place for work-related purposes that may be unrelated to investigations of employee misconduct and, if possible, be done in the presence of the affected employee. All such inspections will be documented in a written report.

- D. Access to the internet is for official business purposes only. The internet shall not be used for any unprofessional and/or illicit purposes.
- E. Personnel will be responsible for unauthorized financial responsibility incurred while using the DICP, to include roaming charges and initial/recurring application fees.

IV. PROCEDURES

- A. Sworn personnel will ensure the DICP is configured to receive communications while on-duty, to include special events, and while working in any department funded overtime capacity, and:
 - 1. Ensure the DICP is charged.
 - 2. Keep the phone “on” at all times, except in those circumstances where it may be considered disruptive or a distraction.
 - 3. Keep the phone on their person or close enough to answer a call or text message that may be work related.
 - 4. Respond to calls that are work related within the members current tour of duty or the next scheduled workday.
- B. The DICP is classified as issued gear and must be maintained and safeguarded in the same manner as all other assigned gear. Any loss, damage, or theft must be reported to a supervisor immediately and handled in accordance with department policy. Personnel may be subject to disciplinary action for any misuse, neglect, or loss of the DICP, as well as financial responsibility.
- C. The DICP will be housed in a department issued, plain black, rugged case. No adornments are authorized.
- D. Only department approved applications may be installed on the DICP. Personnel are prohibited from downloading and installing any social media, gaming, or utility applications on the DICP unless authorization has been obtained from the Chief of Police, or designee.
- E. Personnel needing an application on their DICP for official law enforcement purposes must submit a written request to the Chief of Police or designee, via their chain-of-command identifying the application and the specific law enforcement need.
- F. Photographic images viewable on the DICP home screen, or other internal screens may not be offensive or contain otherwise inappropriate images.

V. SECURITY

- A. All DICP's will be required to have a 4- or 6-digit passcode. The office of the Chief of Police or designee will maintain passcodes. Personnel changing their passcode must notify the Chief of Police via their chain-of-command immediately.
- B. All DICP account information, log-in credentials and account passwords will remain under the control of the Chief of Police, or designee. Personnel are prohibited from changing, or attempting to change any account information, log-in credentials, or account passwords without the express written consent of the Chief of Police or his designee.
- C. The DICP passcode will be set to engage after 1 (one) minute of inactivity and the "Erase Date" feature will be turned on to erase all data after 10 failed passcode attempts.
- D. The DICP will not be stored unattended in public places or left in a vehicle overnight. If a DICP must be left unattended in a vehicle for a short period of time, it must be concealed and out of sight.

VI. DEPARTMENT ISSUED CELL PHONE USE

- A. DICP's are an augmentation to the department's communication system and not a substitute for radio communication. DICP's are to be used as a secondary form of communication. Approved DICP usage include, but is not limited to the following types of communication:
 - 1. Conveyance of sensitive or restricted information.
 - 2. Undercover or special operations.
 - 3. Lengthy communication with supervisors.
 - 4. Communication beyond normal radio range.
 - 5. Incidents in which direct communication with employee is crucial.
- B. Personnel are authorized to use their assigned DICP for limited personal use that does not involve long distance or roaming charges, such as:
 - 1. Brief and infrequent phone calls to friends and family.
 - 2. Scheduling medical and other routine personal appointments.
 - 3. Brief communication, including long distance service while in official travel status to office, family, friends as appropriate to convey information and communicate scheduling changes.

C. Personnel are prohibited from using the DICP for the following:

1. Any call made in relation to personal gain by employees or employee's friends or relatives.
2. Any call for personal entertainment.
3. Transmission of any material in violation of any city, state or federal law or regulation, as well as accessing or transmitting materials, other than that required for official police business, that involves the use of obscene language, jokes, sexually explicit material. Messages that disparage any person, group, or classification of individuals is strictly prohibited, whether or not the recipient has consented to or requested such material.

VII. DECOMMISSIONING OR DEVICE REASSIGNMENT

All data, setting and contents will be removed from the DICP and restored to factory default prior to reassignment to another officer or personnel, or when the DICP is decommissioned.

JOINT USE AND MAINTENANCE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF MADISON, INDIANA
Concerning
THE SCULPTURE, ENHANCEMENTS, AND 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 #T0000186624 (the “Permit”) for installation of landscape, irrigation system, benches, concrete pads, and sidewalk, “the Enhancements,” on a state-owned parcel on the northeast corner of the intersection of US 421 and First Street, detailed later in this Agreement and depicted in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the CITY’s Permit includes the installation of a 15’6” high x 7’4” wide x 6’9” deep art sculpture, “the Sculpture” behind the existing gateway wall on the northeast corner of the intersection of US 421 and First Street; and

WHEREAS, the Sculpture will be placed on an existing foundation, which was installed during INDOT project R-37592, as depicted in **Exhibit B**; and

WHEREAS, Gateway Walls, a Decorative Traffic Signal Pole, Decorative Light Poles, and a Trail, the “Existing Structures”, were previously installed at the CITY’s request under contract R-73849, as depicted in **Exhibit B**, and the CITY shall be responsible for all future maintenance regarding the Existing Structures; and

WHEREAS, the CITY understands that the Sculpture, the Enhancements, and Existing Structures are a secondary interest to the use of the right-of-way for transportation purposes and shall be solely responsible to remove or relocate any interferences with INDOT’s right-of-way; and

WHEREAS, the Parties desire to delineate responsibilities for the purchase, installation, and maintenance of the Sculpture and the Enhancements, and the maintenance of the Existing Structures, and all associated costs therewith; and

WHEREAS, the CITY shall be solely responsible for all costs associated with the purchase, installation, and maintenance of the Sculpture and the Enhancements and all costs associated with the maintenance of the Existing Structures; and

WHEREAS, the installation and maintenance of the Sculpture and the Enhancements, and the maintenance of the Existing Structures, will occur within state-owned or controlled right-of-way (“ROW”), 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 installation and maintenance of the Sculpture and the Enhancements, and the maintenance of the Existing Structures, in the ROW.

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 Sculpture, Enhancements, and the Existing Structures, or
- b. after ten (10) years, or
- c. by either party giving the other party thirty (30) days written notice of termination.

1.3.3. Renewal. This agreement may be renewed or extended under the same terms and conditions subject to the approval of all signing Parties, as provided under Section 4.41 of the Agreement.

ARTICLE II. CITY'S RESPONSIBILITIES

2.1. Financial Responsibilities. The CITY shall have sole responsibility for all associated costs with the design, construction, installation, maintenance, repairs, improvements, and removal Sculpture and Enhancements, and the maintenance, repairs, improvements, and removal of the Existing Structures. The CITY shall also be responsible for all utilities serving the Sculpture, Enhancements, and Existing Structures.

2.2. Project Responsibilities.

2.2.1. The CITY shall have sole responsibility for the purchase, installation, maintenance, and the removal of the Sculpture and the Enhancements:

- A. The CITY will purchase the Sculpture and install the Sculpture behind the existing Gateway Wall on the existing foundation on the State-owned parcel at the northeast corner of US 421 and First Street;
- B. The CITY shall develop plans for the design and installation of the utilities serving the Sculpture. 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 US 421.

2.2.2. The CITY shall have sole responsibility for the purchase, design, installation, repair, and maintenance of the Enhancements.

- A. The CITY shall be responsible for the installation of the future sprinkler system under the permit application and all costs associated with the installation and maintenance.
- B. The CITY shall be responsible for providing electricity to the in-place backlit channel letters on the Gateway Walls.
- C. Any damages to INDOT electrical lines during installation and/or repairs of the Enhancements or the Existing Structures, 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 Sculpture, the Enhancements, and the Existing Structures. The CITY shall develop plans for the design, construction, repairs, installation, and removal of the Sculpture, the Enhancements, and the Existing Structures. 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 US 421. The CITY shall conduct work of the Existing Structures 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 ROW.

2.3. Maintenance Responsibilities. The CITY shall perform, or cause to be performed, all necessary routine maintenance for the Sculpture, the Enhancements, and the Existing Structures 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 Sculpture, the Enhancements, or the Existing Structures are damaged and need to be repaired, it is the CITY's responsibility to repair the Sculpture, the Enhancements, or the Existing Structures within ninety (90) days. The CITY understands and agrees that if the Existing Structures are damaged or need to be replaced, it is the CITY's responsibility to repair or replace the Sculpture, the Enhancements, or the Existing Structures within ninety (90) days. If the CITY has not repaired or replaced the Sculpture, Enhancements, or Existing Structures within ninety (90) days after INDOT deemed it necessary to repair or replace the Sculpture, the Enhancements, or the Existing Structures, decorative traffic signal, light poles, and trail, INDOT may remove the damaged Sculpture, Enhancements, or Existing Structures at the CITY's expense. Maintenance activities performed on any portion of the Sculpture, Enhancements, or Existing Structures 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 Existing Structures. To the extent any snow buildup on the Sculpture, the Enhancements, or the Existing Structures exceeds safety recommendations and leads to an obstruction of sight distance, the CITY shall be responsible for snow removal from Sculpture, the Enhancements, and the Existing Structures.
- B. The CITY shall be solely responsible for the payment of all fees and costs for any utility services serving the Sculpture, the Enhancements, and the Existing Structures. INDOT shall not be responsible for the costs of any fees or costs for

utility services serving the Sculpture, the Enhancements, or the Existing Structures, now or in the future.

- C. The CITY shall be responsible to plan out maintenance activities performed within the ROW. 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 ROW. 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 US 421. The Permit Manager shall promptly notify the CITY of any concerns or deficiencies in the plan.

2.3.2 Modifications to the Sculpture, the Enhancements, or the Existing Structures.

The CITY shall not erect any signs, sculptures, or structures within the ROW, 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 the Sculpture, the Enhancements, or the Existing Structures.

- A. Upon termination of the Agreement pursuant to Section 1.3, the CITY may be required to remove the Sculpture, the Enhancements, or the Existing Structures and/or their infrastructure at INDOT’s request. Failure to remove the Sculpture, the Enhancements, or the Existing Structures and/or their infrastructure may result in INDOT removing the Sculpture, the Enhancements, or the Existing Structures 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 Sculpture, the Enhancements, or the Existing Structures 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 Sculpture, the Enhancements, or the Existing Structures 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 Sculpture, the Enhancements, or the Existing Structures and/or their infrastructure must be removed or modified. If the Sculpture, the Enhancements, or the Existing Structures 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 Sculpture, the

Enhancements, or the Existing Structures 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 Sculpture, the Enhancements, or the Existing Structures 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 ROW for the sole and exclusive purposes of installing, inspecting, maintaining, operating, and repairing the Sculpture, the Enhancements, and the Existing Structures. Prior to entering the ROW, the CITY shall apply for a permit each time it intends to enter the ROW 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 ROW, 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 ROW until the CITY has received written approval via a permit from INDOT, which shall not be unreasonably withheld, to enter upon the ROW. INDOT shall only be required to approve the CITY's request to enter upon ROW if the CITY's request is consistent with all applicable federal and state laws and this Agreement.

2.4.2. Any use of the ROW permitted by this Agreement remains secondary to the interest of INDOT to use the ROW for highway or other transportation purposes. The CITY agrees that it shall surrender the ROW upon which the Sculpture, the Enhancements, and the Existing Structures are located, whether in part or in its entirety, if, in INDOT's discretion, the ROW or any portion thereof, is required for future expansion, modification, or maintenance of US 421. 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 design, construction, installation, maintenance, improvement, removal of the Sculpture and the Enhancements, or the maintenance, improvement, or removal of the Existing Structures, or for the utilities serving the Sculpture, the Enhancements, and the Existing Structures.

3.2. Project Responsibilities. INDOT shall have the right to review and approve all design plans for the Sculpture, the Enhancements, and the Existing Structures that are to be constructed, installed, and located within ROW. 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 US 421. INDOT shall have approval authority for the CITY's maintenance of the Sculpture, the Enhancements, and the Existing Structures, and for any improvements to the Existing Structures, located within the ROW. 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 Sculpture, the Enhancements, and the Existing Structures.

3.3. Future Maintenance. INDOT shall maintain any INDOT structures located within the ROW. INDOT shall have no maintenance responsibilities regarding the Sculpture, the Enhancements, and the Existing Structures. In the event the CITY fails to timely complete any necessary repairs or maintenance to the Sculpture, the Enhancements, and the Existing Structures 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 Sculpture, the Enhancements, and the Existing Structures 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. Compliance with the Americans with Disabilities Act of 1990 (ADA).

- A. The CITY certifies by entering into this agreement that the Sculpture, the Enhancements, the Existing Structures, and any adjoining structures shall comply with the ADA. 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.
- B. INDOT reserves the right to inspect the Crosswalks and adjoining structures for ADA compliance at any time during or after the installation of the Sculpture and the Enhancements. In the event The CITY fails to timely complete any necessary repairs or maintenance to the Sculpture, the Enhancements, the Existing Structures, and any adjoining, to bring them into compliance with the ADA, 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 Sculpture, the Enhancements, the Existing Structures, and any adjoining during maintenance activities that fall under this section, INDOT has no responsibility to repair or to compensate The CITY for the cost of repairs.

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

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

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

4.13. 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.

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

4.15. Disputes. [OMITTED – NOT APPLICABLE.]

4.16. 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.

4.17. 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.

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

4.19. 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.

4.20. 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.

4.21. 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.

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

4.23. 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. In Addition, to the extent permitted by law, the CITY shall indemnify and hold INDOT harmless for any claims arising out of the, Sculpture, the Enhancements, or Existing Structures within the ROW. This provision shall survive the termination of this Agreement.

4.24. 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.

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

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

4.27. 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.

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

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

4.30. 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.

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

4.32. 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.

4.33. 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:

Tony Steinhardt, Director of Economic Development
City of Madison
101 West Main Street
Madison, IN 47250
Phone: 812-265-8300
Email: tsteinhardt@madison-in.gov

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

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

4.36. Payments. [OMITTED – NOT APPLICABLE.]

4.37. 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 permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from INDOT's failure to make prompt payment shall be based solely on the amount of funding originating from INDOT and shall not be based on funding from federal or other sources.

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

4.39. 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.

4.40. 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 IC §5-14-3.5-2. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.41. 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.

4.42. 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.

4.43. 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.

4.44. 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.

4.45. 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.

4.46. 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.

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

4.48. Travel. [OMITTED – NOT APPLICABLE.]

4.49. 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.

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

4.51. 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 in the *2022 SCM Template*) in any way except as follows: N/A, Multiple changes were made for Federal Compliance and other reasons.

[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_CNTRCTS.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

Executed by:

_____ (FOR)
Michael Smith
Commissioner

Date: _____

APPROVALS

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

STATE OF INDIANA

Budget Agency

By: (FOR)

Joseph M. Habig, Acting State Budget Director
Date:

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 Chris Devlin, Attorney # 29221-49



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: 9-6-2024
 Property Owner Name: Shari Pahl
 Mailing Street Address: 209 E. 1st Street
 City: Madison State: IN Zip: 47250
 Phone (Preferred): 812-806-6044 Phone (Alternate): 812-493-2874
 Email: spahl@cinergymetro.net

PROJECT INFORMATION

Street Address: 209 E 1st Madison, IN 47250
 Total Cost of Project (include all costs to complete the entire project): \$29,000
 Estimated Date of Completion of Work: 8-31-2024
 Hilltop Downtown

GRANT INFORMATION

Rehabilitation (Downtown) Grant Curb Appeal (Hilltop) Grant Dilapidated Structures Grant Dangerous Buildings Grant
 Total Amount of Grant Awarded (can be obtained from the office): \$7,500.00
 Was a midpoint report submitted for this project? Yes No

DESCRIPTION OF THE PROJECT

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

They removed all of the vinyl siding and replaced with smart-siding and painted where where needed.

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	Siding	16,000	
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.

Shari Palko
Applicant(s) Signature

9-6-2024
Date

Nicole M Schell, AICP

From: Shari Pahls <spahls@icloud.com>
Sent: Friday, September 6, 2024 1:24 PM
To: Nicole M Schell, AICP
Subject: Pahls house 209 E 1st street
Attachments: IMG_0506.MOV









Sent from my iPhone

- Track your expenses...
 Clothing Food Transportation TAX-DEDUCTIBLE ITEM
 Credit Card Utilities Mortgage
 Entertainment Insurance Other

2637

Zim-Man Siding
 sixteen thousand and 00

Siding
 Down Payment

BALANCE FORWARD	24
THIS ITEM	16000.00
BALANCE	
OTHER	
BALANCE FORWARD	



For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE



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: 9/3/24
 Property Owner Name: Bill and Susan Ohlendorf
 Mailing Street Address: 416 W. Second St.
 City: Madison State: IN Zip: 47250
 Phone (Preferred): 812-701-9358 (Susan) Phone (Alternate): 812-701-9357 (Bill)
 Email: gohlendorf@cinergy metro.net

PROJECT INFORMATION

Street Address: 407 W. Second St.
 Total Cost of Project (include all costs to complete the entire project): 38,704.14
 Estimated Date of Completion of Work: 8/30/24
 Hilltop Downtown

GRANT INFORMATION

- Rehabilitation (Downtown) Grant Curb Appeal (Hilltop) Grant Dilapidated Structures Grant Dangerous Buildings Grant

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

Redesign of roof, new picture window with copper roofing, new trim and siding on house and garage, new 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	Windows	11356.52	
2	Siding order 1	6462.91	
3	Siding order 2	2439.71	
4	labor	18445	
5			
6			
7			
8			
9			
10			
11			
12			
	Totals	38704.14	

Additional pages are attached.

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

Applicant(s) Signature

Date



ERJO Construction
6853 Bakes Rd.
Vevay, IN. 47043

812-569-6500
bakesrd@gmail.com

--

Invoice
416 W. 2nd St.
Madison, In.

8/30/24

Installation and miscellaneous materials for siding , trims flashings etc.

\$18,445

BENDER LUMBER COMPANY, INC.
MADISON

Window Order

Trans # 52866
Trans Date: 07/19/23
Special Order

*****REPRINT*****

Sold To:
ERJO CONSTRUCTION
2 BAKES ROAD

VEVAY, IN 47043

80021

Ship To:
OHLENDORFF
407 W SECOND ST
MADISON

Cust Code: 80021-16
Cust PO: WINDOWS

Written By: Jordan Barr

Item Cd	Qty	Ord	Description	Units	Price/Unit	Net Amt
1 SOWINDOW	1		84-1/8X72 3 WIDE SOID 214541	1.000	3270.860EA	3270.86
			BRIGHTON, 3 WIDE, SATIN CREAM, PRIMED INT			
5 SOWINDOW	1		UNIT1,2,3: DH FIXED 24X24 SOID 214542	1.000	577.230EA	577.23
			BRIGHTON, SATIN CREAM, NATURAL FINISH INT			
9 SOWINDOW	1		UNIT 1: DH FIXED 29-1/2X57-1/2 SOID 214543	1.000	711.430EA	711.43
10 SOWINDOW	1		29-1/2X49-1/2 SOID 214544	1.000	658.670EA	658.67
11 SOWINDOW	1		31-1/2X59 SOID 214545	1.000	706.530EA	706.53

NO RETURNS ON SPECIAL ORDERS

CONTINUED

BENDER LUMBER COMPANY, INC.
MADISON

Trans # 52866
Trans Date: 07/19/23
Special Order

*****REPRINT*****

Sold To:
ERJO CONSTRUCTION
2 BAKES ROAD
VEVAY, IN 47043

80021

Ship To:
OHLENDORFF
407 W SECOND ST
MADISON

Cust Code: 80021-16
Cust PO: WINDOWS

Written By: Jordan Barr

Item Cd	Qty	Ord	Description	Units	Price/Unit	Net Amt
12 SOWINDOW	1		33-1/2X59 SOID 214546	1.000	717.480EA	717.48
13 SOWINDOW	1		33-1/2X58-1/2 SOID 214547	1.000	714.960EA	714.96
14 SOWINDOW	1		30X47-1/2 SOID 214548	1.000	652.390EA	652.39
18 SOWINDOW	1		BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, DH W/ PLOUGH, GOLD HARDWARE 30X77-1/2 SOID 214549	1.000	1029.860EA	1029.86
23 SOWINDOW	2		BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, MUNTIN: SDL7/8" CONTOURED, GOLD HARDWARE, DH W/PLOUGH 31-1/2X27-1/2 SOID 214550	2.000	767.080EA	1534.16

NO RETURNS ON SPECIAL ORDERS

CONTINUED

BENDER LUMBER COMPANY, INC.
MADISON

Trans # 52866
Trans Date: 07/19/23
Special Order

*****REPRINT*****

Sold To:
ERJO CONSTRUCTION
2 BAKES ROAD

80021

Ship To:
OHLENDORFF
407 W SECOND ST
MADISON

VEVAY, IN 47043

Cust Code: 80021-16
Cust PO: WINDOWS

Written By: Jordan Barr

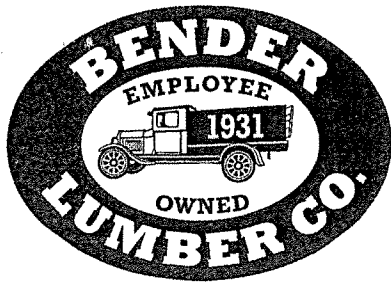
Item Cd	Qty Ord	Description	Units	Price/Unit	Net Amt
		BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, SDL-5/8" PYRAMID, DH FIXED			

Total Ship Units: 11.000 EA

NO RETURNS ON SPECIAL ORDERS

Sub-Total	10573.57
7.000% Tax	742.95
Invoice Total	11356.52

Page # 3



MADISON
 3700 N St Rd 7
 (812) 265-9737

<input type="checkbox"/> MON	<input type="checkbox"/> TUE	<input type="checkbox"/> WED	<input type="checkbox"/> THU	<input type="checkbox"/> FRI	<input type="checkbox"/> SAT	<input type="checkbox"/> SUN
<input type="checkbox"/> AM				<input type="checkbox"/> DELIVER		
<input type="checkbox"/> PM				<input type="checkbox"/> PICK UP		



LOADED BY	HELP ON JOB <input type="checkbox"/> YES <input type="checkbox"/> NO
DELIVERED BY	DATE DELIVERED
TRUCK	CHECKED BY

TYPE OF TRANSACTION	THANK YOU FOR YOUR BUSINESS	STORE NAME/NUMBER
Account Invoice REPRINT		MADISON

SOLD ERJO CONSTRUCTION
 TO: 2 BAKES ROAD

80021

SHIP TO:(SAME AS SOLD TO UNLESS NOTED BELOW)
 OHLENDORFF
 407 W SECOND ST
 MADISON

VEVAY

CUST CODE	TIME	INVOICE NO.	INV DATE	SMAN	WRT BY	C.O.D. AMOUNT	ORDER DATE	SHIP DATE
80021-16	16:58	8 78006	09/06/23	100	433			

REC #

REFERENCE NO.	CUSTOMER ORDER NO.	SALESMAN
52866	WINDOWS	Jordan Barr

LINE	ITEM NO.	QTY ORD	QTY SHPD	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
1	SOWINDOW	1	1	84-1/8X72 3 WIDE 214541 BRIGHTON, 3 WIDE, SATIN CREAM, PRIMED INT UNIT1,2,3: DH FIXED	1.000	3270.860 EA	3270.86
5	SOWINDOW	1	0	24X24 214542 BRIGHTON, SATIN CREAM, NATURAL FINISH INT UNIT 1: DH FIXED BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, DH W/ PLOUGH, GOLD HARDWARE	0.000	577.230 EA	0.00
12	SOWINDOW	1	1	30X77-1/2 214549 BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, MUNTIN: SDL7/8" CONTOURED, GOLD HARDWARE, DH W/PLOUGH BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, SDL-5/8" PYRAMID, DH FIXED	1.000	1029.860 EA	1029.86
				Total Ship Units:	2.000 EA		

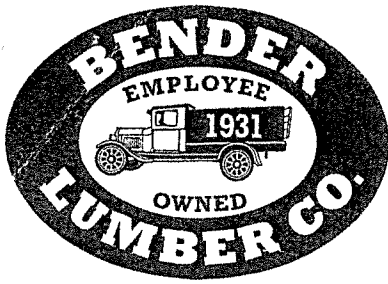
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SUB-TOTAL	DEL CHG	TAX %	TAX AMT	TOTAL
4300.72	40.00	7.000	303.85	4644.57

Deposit

AUTHORIZED BY: HERSCHEL BRICHTO

REC'D BY: _____ DATE: _____



MADISON
 3700 N St Rd 7
 (812) 265-9737

MON TUE WED THU FRI SAT SUN
 AM DELIVER
 PM PICK UP



LOADED BY	HELP ON JOB <input type="checkbox"/> YES <input type="checkbox"/> NO
DELIVERED BY	DATE DELIVERED
TRUCK	CHECKED BY

TYPE OF TRANSACTION	THANK YOU FOR YOUR BUSINESS	STORE NAME/NUMBER
Account Invoice REPRINT		MADISON

SOLD ERJO CONSTRUCTION
 TO: 2 BAKES ROAD

80021

SHIP TO:(SAME AS SOLD TO UNLESS NOTED BELOW)
 OHLENDORFF
 407 W SECOND ST
 MADISON

VEVAY

CUST CODE	TIME	INVOICE NO.	INV DATE	SMAN	WRT BY	C.O.D. AMOUNT	ORDER DATE	SHIP DATE
80021-16	07:24	8 115519	08/24/23	100	433			

REC #

REFERENCE NO.	CUSTOMER ORDER NO.	SALESMAN
52866	WINDOWS	Jordan Barr

LINE	ITEM NO.	QTY ORD	QTY SHPD	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
1	SOWINDOW	1	0	84-1/8X72 3 WIDE 214541 BRIGHTON, 3 WIDE, SATIN CREAM, PRIMED INT UNIT 1, 2, 3: DH FIXED <i>Picture window</i>	0.000	3270.860 EA	0.00
5	SOWINDOW	1	0	24X24 (m 9/2/23) 214542 BRIGHTON, SATIN CREAM, NATURAL FINISH INT UNIT 1: DH FIXED <i>entry window</i>	0.000	577.230 EA	0.00
9	SOWINDOW	1	1	29-1/2X57-1/2 214543 <i>bedroom</i>	1.000	711.430 EA	711.43
10	SOWINDOW	1	1	29-1/2X49-1/2 214544 <i>bedroom</i>	1.000	658.670 EA	658.67
11	SOWINDOW	1	1	31-1/2X59 214545 <i>bedroom (N wall)</i>	1.000	706.530 EA	706.53
12	SOWINDOW	1	1	33-1/2X59 214546 <i>bedroom (S wall)</i>	1.000	717.480 EA	717.48
13	SOWINDOW	1	1	33-1/2X58-1/2 214547 <i>bedroom (S wall)</i>	1.000	714.960 EA	714.96
14	SOWINDOW	1	1	30X47-1/2 214548 <i>guest bedroom</i>	1.000	652.390 EA	652.39
18	SOWINDOW	1	0	30X77-1/2 214549 BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, DH W/ PLOUGH, GOLD HARDWARE <i>living rm. window</i>	0.000	1029.860 EA	0.00

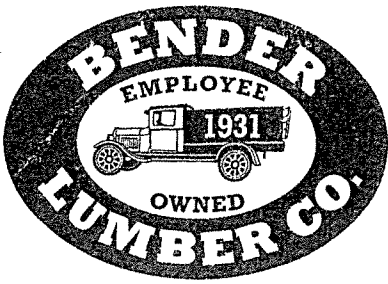
*See 9/14/23
 invoice for
 18*

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SUB-TOTAL	DEL CHG	TAX %	TAX AMT	TOTAL

AUTHORIZED BY: HERSCHEL BRICHTO

REC'D BY: _____ DATE: _____



MADISON
 3700 N St Rd 7
 (812) 265-9737

MON TUE WED THU FRI SAT SUN

AM DELIVER

PM PICK UP

LOADED BY	HELP ON JOB <input type="checkbox"/> YES <input type="checkbox"/> NO
DELIVERED BY	DATE DELIVERED
TRUCK	CHECKED BY



TYPE OF TRANSACTION Account Invoice REPRINT	THANK YOU FOR YOUR BUSINESS	STORE NAME/NUMBER MADISON
---	-----------------------------	------------------------------

SOLD ERJO CONSTRUCTION
 TO:

80021

SHIP TO:(SAME AS SOLD TO UNLESS NOTED BELOW)

CUST CODE	TIME	INVOICE NO.	INV DATE	SMAN	WRT BY	C.O.D. AMOUNT	ORDER DATE	SHIP DATE
80021-16	07:24	8 115519	08/24/23	100	433			

REC #

REFERENCE NO.	CUSTOMER ORDER NO.	SALESMAN
52866	WINDOWS	Jordan Barr

LINE	ITEM NO.	QTY ORD	QTY SHPD	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
23	SOWINDOW	2	2	NATURAL FINISH INT, MUNTIN: SDL7/8" CONTOURED, GOLD HARDWARE, DH W/PLOUGH 31-1/2X27-1/2 (L. W. Program) 214550 (windows) BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, SDL-5/8" PYRAMID, DH FIXED	2.000	767.080 EA	1534.16
				Total Ship Units:	8.000 EA		

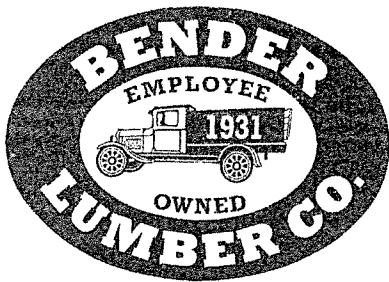
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AUTHORIZED BY: HERSCHEL BRICHTO

SUB-TOTAL	DEL CHG	TAX %	TAX AMT	TOTAL
5695.62	40.00	7.000	401.49	6137.11

Deposit

REC'D BY: _____ DATE: _____



MADISON
 3700 N St Rd 7
 (812) 265-9737

MON TUE WED THU FRI SAT SUN
 AM DELIVER
 PM PICK UP



LOADED BY	HELP ON JOB <input type="checkbox"/> YES <input type="checkbox"/> NO
DELIVERED BY	DATE DELIVERED
TRUCK	CHECKED BY

TYPE OF TRANSACTION Account Invoice REPRINT	THANK YOU FOR YOUR BUSINESS	STORE NAME/NUMBER MADISON
---	-----------------------------	------------------------------

SOLD ERJO CONSTRUCTION
 TO: 2 BAKES ROAD

80021

SHIP TO:(SAME AS SOLD TO UNLESS NOTED BELOW)
 OHLENDORFF
 407 W SECOND ST
 MADISON

VEVAY

CUST CODE	TIME	INVOICE NO.	INV DATE	SMAN	WRT BY	C.O.D. AMOUNT	ORDER DATE	SHIP DATE
80021-16	11:19	8 78578	09/21/23	100	433			

REC #

REFERENCE NO. 52866	CUSTOMER ORDER NO. WINDOWS	SALESMAN Jordan Barr
------------------------	-------------------------------	-------------------------

LINE	ITEM NO.	QTY ORD	QTY SHPD	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
4	SOWINDOW	1	1	BRIGHTON, 3 WIDE, SATIN CREAM, PRIMED INT UNIT1,2,3: DH FIXED 24X24 214542 <i>(Century window)</i> BRIGHTON, SATIN CREAM, NATURAL FINISH INT UNIT 1: DH FIXED BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, DH W/ PLOUGH, GOLD HARDWARE BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, MUNTIN: SDL7/8" CONTOURED, GOLD HARDWARE, DH W/PLOUGH BRIGHTON, SATIN CREAM EXT, NATURAL FINISH INT, SDL-5/8" PYRAMID, DH FIXED Total Ship Units: 1.000 EA	1.000	577.230 EA	577.23

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SUB-TOTAL	DEL CHG	TAX %	TAX AMT	TOTAL
577.23	0.00	7.000	40.41	617.64

AUTHORIZED BY: HERSCHEL BRICHTO

Deposit

REC'D BY: _____ DATE: _____

CARTER

Lumber

344 Carter Lumber IN 344 (70-35)
3783 Chester Blvd.
Richmond, IN 47374

PH(765)-939-0238

Fax(765)-939-0672

REQUEST DATE	
12/18/23	
SHIP DATE	
FILLED-BY	DELV-BY
DELIVERED	WILL CALL

SOLD TO	
Cash on Delivery	
Carter Lumber IN 344 (70-3	
3783 US Highway 27 North	
Richmond	IN 47374

SHIP TO	
Susan Ohlendorf	
407 W. 2nd Street	
Susan Ohlendorf	
Madison, IN	47250
1-812-701-9358	

ORDER NUMBER
34400462704
ORDER DATE
12/18/23 09:06:15
ACCOUNT NUMBER
DELV-344
CUSTOMER PO
Susan Ohlendorf
OPERATOR
Mike Zins
PAGE NUMBER
001 OF 001

// Reprint /

QUANTITY X	DESCRIPTION	ITEM	UNIT PRICE	UNIT	EXT PRICE
210	(344-0000205187) 3/8"x6"x16' LP Expertfinish lap siding 35 bundles of 6 = 210 Pieces SMOOTH FINISH !!!!!!! Priced and sold by the piece 16 pcs. per square , 210 pcs. = 13.125 square Custom painted SW6213 Halcyon Green PO #: 344055187 - Supplier: 43140-4	C0552	27.81	EACH	5,840.10
1	DELIVERY CHARGES TAXABLE Deliver to the address on the header- Put in garage Tuesday 02-13-2024	C9907	200.00	EACH	200.00

pd
gap card
en 2/9/24
\$6462.91

DEPOSIT TOTAL
0.00
DEPOSIT REF TOT
0.00
BALANCE DUE
6,462.91

PAYMENTS	
CUSTOMER SIGNATURE	

NON-TAXABLE
0.00
TAXABLE
6,040.10
MADISON, IN, 47250, JEF
422.81
TOTAL
6,462.91

Divisions of the Carter Lumber Company



SEE TERMS AND CONDITIONS ON REVERSE OF CUSTOMER COPY.

TERMS AND CONDITIONS

PICK-UP OF MATERIAL PAID FOR IN FULL

Material must be paid for in full before it may be received and must be received by the customer within 30 days of the purchase. Customers may be required to pay a higher, current price for items not received within 30 days.

REFUNDS

Carter Lumber and divisions of the Carter Lumber Company will refund STOCK merchandise that is resalable at Carter Lumber retail locations or division of the Carter Lumber Company's retail locations, at the price it was purchased for with any Carter Lumber or division of the Carter Lumber Company receipt. Returned merchandise without a receipt must be returned to the retail location that it was purchased at and will be refunded based on the knowledge of the selling price.

Payment of refund will be made the same way the payment of material was made (ex. If material was paid by credit card, it will be refunded on the same credit card). Cash refunds will be given on invoices paid by check that has cleared. A check from the corporate office may be issued on refunds exceeding the allowable amount determined by the retail location manager.

All Carter Clearance Center sales are final. Under no circumstances will any Carter Clearance Center issue a refund or exchange merchandise.

See SPECIAL ORDER MATERIAL section for return policy on special order material.

ESTIMATES

Carter Lumber and all divisions of the Carter Lumber Company do not guarantee the list of products on an estimate to complete a project. This is to be considered as an estimate list of material only. All prices will be honored until the stated EXPIRATION DATE.

WARRANTY

All defective products will be handled according to the manufacturer's warranty specifications. A receipt must accompany any warranty claims.

SPECIAL ORDER MATERIAL

Items not stocked at this retail location are considered special order. These items are non-refundable. All merchandise must be received by the customer within 30 days of Carter Lumber or a division of the Carter Lumber Company receiving the material. Carter Lumber and all divisions of the Carter Lumber Company cannot guarantee availability after this 30-day period.

Your signature on the ORIGINAL COPY document states that you understand all special order items are non-refundable and that you agree all special order items are to your exact specifications.

DEPOSITS

Any Security Deposit or Special Order Deposit which has been paid will be applied as liquidated damages if you do not pick up and pay for the materials in accordance with the Carter Lumber or division of the Carter Lumber Company's Terms and Conditions agreement. Should our damages exceed the amount of the security or special-order deposit, we will look directly to you for recovery.

TAX EXEMPT

Please be advised that your sale will be treated as taxable if we are required to collect and remit sales tax and there is no valid sales tax exemption certificate on file with our offices. If you have not already done so, please provide a current and valid sales tax exemption certificate to us as soon as possible so that the sales tax on this transaction can be properly handled. Also, please notify us of any changes in your taxable status in a timely manner.

DELIVERY ACCOUNTS

Your signature on the ORIGINAL COPY document states that you agree to pay the entire balance on demand at the time of delivery.

CARTER LUMBER LINES OF CREDIT

Your signature on the ORIGINAL COPY document states that you agree to comply with the terms and conditions of credit from Carter Lumber and all divisions of the Carter Lumber Company.

INSTALLED SALES CUSTOMER AGREEMENT

The Terms and Conditions contained in your Installed Sales Customer Agreement are incorporated herein by reference.

YARD ACCOUNT APPLICATION

The Terms and Conditions contained in your Yard Account Application are incorporated herein by reference.

CARTER

Lumber

344 Carter Lumber IN 344 (70-35)
3783 Chester Blvd.
Richmond, IN 47374

PH(765)-939-0238

Fax(765)-939-0672

REQUEST DATE	
07/03/24	
SHIP DATE	
FILLED-BY	DELV-BY
DELIVERED	WILL CALL

SOLD TO	
Cash on Delivery	
Carter Lumber IN 344 (70-3	
3783 US Highway 27 North	
Richmond	IN 47374

SHIP TO	
Susan Ohlendorf	
407 W. 2nd Street	
Susan Ohlendorf	
Madison, IN	47250
1-812-701-9358	

ORDER NUMBER
34400466323
ORDER DATE
07/03/24 15:41:47
ACCOUNT NUMBER
DELV-344
CUSTOMER PO
Susan Ohlendorf
OPERATOR
Mike Zins
PAGE NUMBER
001 OF 001

// Reprint /

QUANTITY	X	DESCRIPTION	ITEM	UNIT PRICE	UNIT	EXT PRICE
1		(344-0000212321) TOUCH UP PAINT CUSTOM COLOR 1 GALLON ***CUSTOM COLOR / SW6213 HALCYON GREEN*** PO #: 344056409 - Supplier: 43140-4	C0552	0.00	EACH	0.00
11		(344-0000212225) 3/8"x6"x16' LP Expertfinish lap siding 11 bundles of 6 = 66 Pieces SMOOTH FINISH !!!!!!! Priced and sold by the BUNDLE 16 pcs. per square , 66 pcs. = 4.125 square Custom painted SW6213 Halcyon Green PO #: 344056409 - Supplier: 43140-4	C0552	189.10	EACH	2,080.10
1		DELIVERY CHARGES TAXABLE Deliver to the address on the header- Put in garage Tuesday 02-13-2024	C9907	200.00	EACH	200.00

SALES ORDER

CUSTOMER COPY

* adding 6 more boards for total of 72

DEPOSIT TOTAL
0.00
DEPOSIT REF TOT
0.00
BALANCE DUE
2,439.71

PAYMENTS	
CUSTOMER SIGNATURE	

NON-TAXABLE
0.00
TAXABLE
2,280.10
MADISON, IN, 47250, JEF
159.61
TOTAL
2,439.71

Divisions of the Carter Lumber Company



SEE TERMS AND CONDITIONS ON REVERSE OF CUSTOMER COPY.

TERMS AND CONDITIONS

PICK-UP OF MATERIAL PAID FOR IN FULL

Material must be paid for in full before it may be received and must be received by the customer within 30 days of the purchase. Customers may be required to pay a higher, current price for items not received within 30 days.

REFUNDS

Carter Lumber and divisions of the Carter Lumber Company will refund STOCK merchandise that is resalable at Carter Lumber retail locations or division of the Carter Lumber Company's retail locations, at the price it was purchased for with any Carter Lumber or division of the Carter Lumber Company receipt. Returned merchandise without a receipt must be returned to the retail location that it was purchased at and will be refunded based on the knowledge of the selling price.

Payment of refund will be made the same way the payment of material was made (ex. If material was paid by credit card, it will be refunded on the same credit card). Cash refunds will be given on invoices paid by check that has cleared. A check from the corporate office may be issued on refunds exceeding the allowable amount determined by the retail location manager.

All Carter Clearance Center sales are final. Under no circumstances will any Carter Clearance Center issue a refund or exchange merchandise.

See SPECIAL ORDER MATERIAL section for return policy on special order material.

ESTIMATES

Carter Lumber and all divisions of the Carter Lumber Company do not guarantee the list of products on an estimate to complete a project. This is to be considered as an estimate list of material only. All prices will be honored until the stated EXPIRATION DATE.

WARRANTY

All defective products will be handled according to the manufacturer's warranty specifications. A receipt must accompany any warranty claims.

SPECIAL ORDER MATERIAL

Items not stocked at this retail location are considered special order. These items are non-refundable. All merchandise must be received by the customer within 30 days of Carter Lumber or a division of the Carter Lumber Company receiving the material. Carter Lumber and all divisions of the Carter Lumber Company cannot guarantee availability after this 30-day period.

Your signature on the ORIGINAL COPY document states that you understand all special order items are non-refundable and that you agree all special order items are to your exact specifications.

DEPOSITS

Any Security Deposit or Special Order Deposit which has been paid will be applied as liquidated damages if you do not pick up and pay for the materials in accordance with the Carter Lumber or division of the Carter Lumber Company's Terms and Conditions agreement. Should our damages exceed the amount of the security or special-order deposit, we will look directly to you for recovery.

TAX EXEMPT

Please be advised that your sale will be treated as taxable if we are required to collect and remit sales tax and there is no valid sales tax exemption certificate on file with our offices. If you have not already done so, please provide a current and valid sales tax exemption certificate to us as soon as possible so that the sales tax on this transaction can be properly handled. Also, please notify us of any changes in your taxable status in a timely manner.

DELIVERY ACCOUNTS

Your signature on the ORIGINAL COPY document states that you agree to pay the entire balance on demand at the time of delivery.

CARTER LUMBER LINES OF CREDIT

Your signature on the ORIGINAL COPY document states that you agree to comply with the terms and conditions of credit from Carter Lumber and all divisions of the Carter Lumber Company.

INSTALLED SALES CUSTOMER AGREEMENT

The Terms and Conditions contained in your Installed Sales Customer Agreement are incorporated herein by reference.

YARD ACCOUNT APPLICATION

The Terms and Conditions contained in your Yard Account Application are incorporated herein by reference.



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: 6/10/24
 Property Owner Name: MARILYN HANCE
 Mailing Street Address: 10791 Hwy 421
 City: MADISON IN State: IN Zip: 47250
 Phone (Preferred): _____ Phone (Alternate): _____
 Email: _____

PROJECT INFORMATION

Street Address: 523/525 West St.
 Total Cost of Project (include all costs to complete the entire project): 250k +
 Estimated Date of Completion of Work: All project on PACE Grant complete
 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): 251k
 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.

Rehab entire building + return to duplex

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	Lumber, Drywall, Paint, mortar		15016.7
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	Totals		

Additional pages are attached.

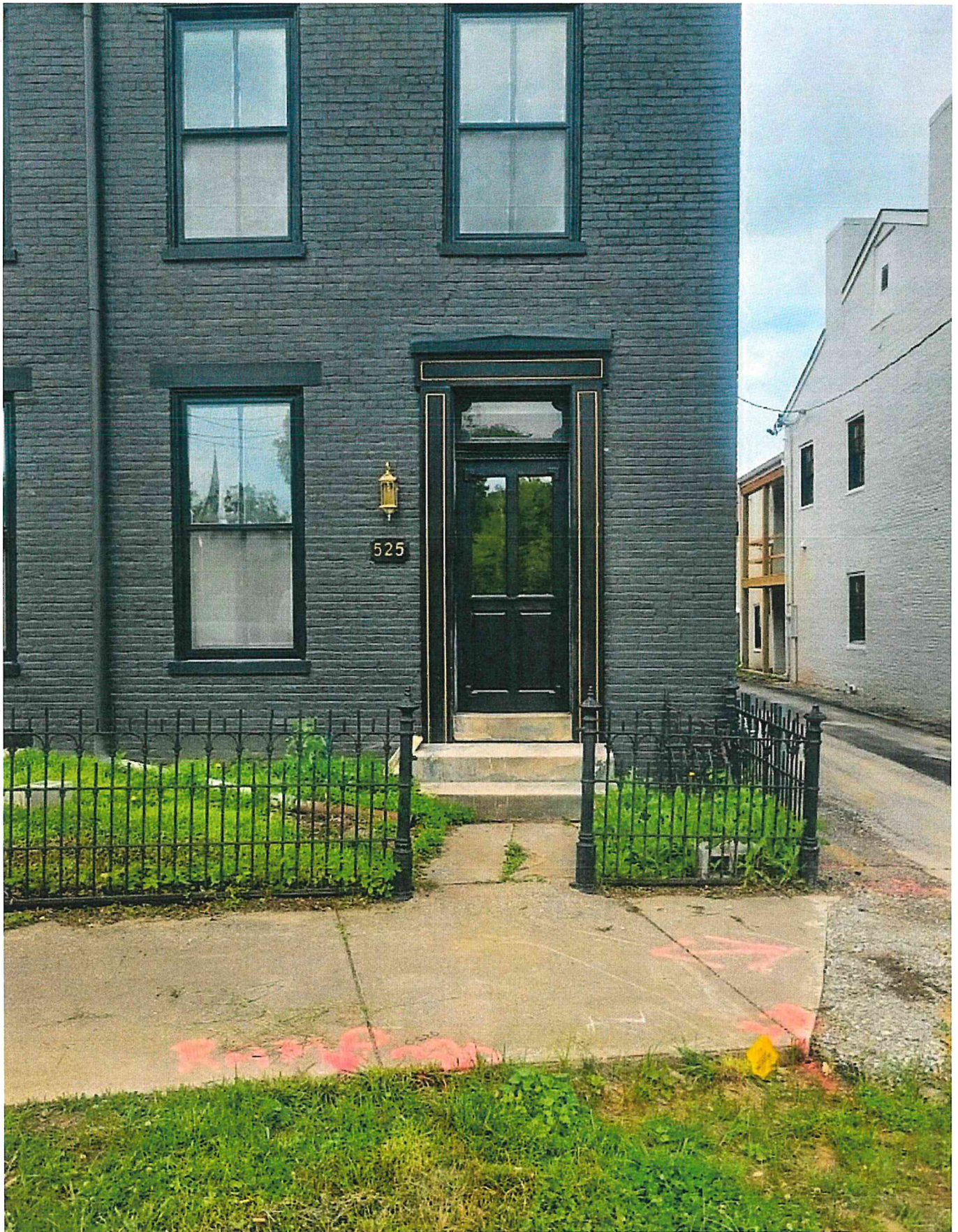
I certify that the project was completed and that all required documents are included in my final report packet.

Per Carolyn H...
 Applicant(s) Signature

6/10/20
 Date



523 + 525 West S, M. Hance







Transaction details

HANCE FARM OPERATIONS LLC
MARILYN J HANCE
9751 S OLD MICHIGAN RD.
MADISON, IN 47250-9601

71-456/838

2678

DATE 6/09/2023

RECEIVED BY THE PAYEE

PAY TO THE ORDER OF Bass Construction \$ 77,000.00
Seventy seven thousand and 00/100 DOLLARS

German American Bank
Banking | Insurance | Investments

MEMO Construction Marilyn Hance

[View back](#)

[Deposit slip](#)

2 of 2





Transaction details

MARILYN J HANCE
10791 S US 421
MADISON, IN 47250-9601

71-450/839

5400

DATE 3/19/2024



PAY TO THE ORDER OF

Boss Construction

\$ 8000.00

Eight thousand dollarst

XX
100 DOLLARS



German American Bank
Banking | Insurance | Investments

MEMO

West St

Marilyn Hance

View back

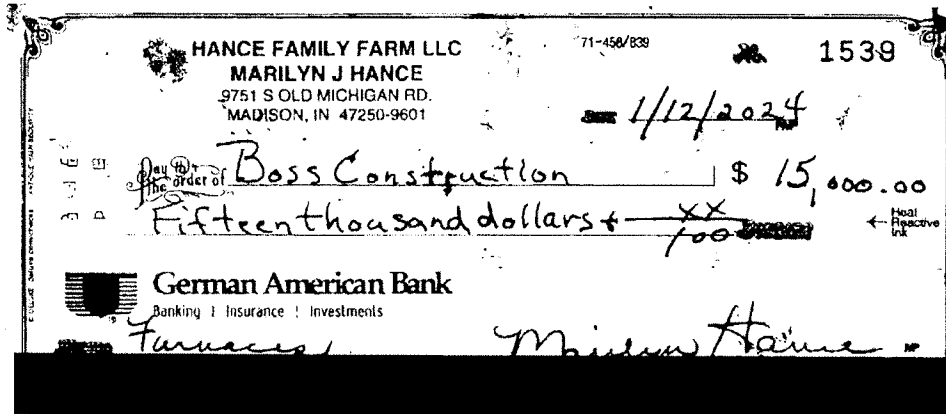
Deposit slip

2 of 2





Transaction details



View back

Deposit slip

2 of 2





Transaction details

MARILYN J HANCE
10791 S US 421
MADISON, IN 47250-9601

71-456/838

5334

DATE 10/23/2023



PAY TO THE ORDER OF Boss Construction \$ 42,659.00
Forty two thousand, six hundred + fifty nine and 00/100 DOLLARS



German American Bank
Banking | Insurance | Investments

MEMO Construction Survey Marilyn Hance

[View back](#)

[Deposit slip](#)

2 of 3



832623

Bass construction

(812) 701-0048

DATE 8/25/23

DEPARTMENT

Marilyn Anne

West St

Madison, TN 37200

PAYD OUT

MOUSE RETD.

ON ACCT.

CHARGE

C.O.D.

CASH

AMOUNT

PRICE

DESCRIPTION

Balance on contract 125,000 62,500

Water Lines (Street Repair) 500.00

Storm window paint 1500.00

TOTAL DUE \$64,500.00

New Balance \$62,500.00

Thanks

832636		DATE		PAID OUT	
832636		3/7/24			
Bass Construction		MAYHEW HOME			
West St.		MADISON			
CASH	C.D.O.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT
DESCRIPTION			PRICE	AMOUNT	
		Balance on	3,250.00		00
		Contract	16,250.00		00
		* Due	8,000.00		00
		New Balance			8,250.00

?

832601

CUSTOMER'S GROUP NO.		DEPARTMENT		DATE	
NAME		ADDRESS		EST. TELE. NO.	
QUANTITY		DESCRIPTION		PRICE	
AMOUNT		AMOUNT		AMOUNT	
1		BALANCE ON CONTRACT	\$4,400.00		
2					
3					
4		DUE	\$2,300.00		
5					
6	1	Balance railing +			
7		stair railing	3800.00		
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

Total Due 26,800.00

Balance \$ 2,300.00

[Signature]

Duplicate

832617

BSS Austin
(817) 701-0048

CUSTOMER'S ORDER NO. INVOICE NO. 5/20/23

NAME

ADDRESS Midway Home

CITY STATE, ZIP West Street

SUBJECT ORDER NO. QUANTITY PRICE AMOUNT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Change order from Snipe to Duplex	7,000.00	7,000.00

Due \$7,000.00

April

Q

1/20/23
BSS

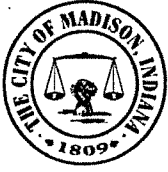
From: Gary McGinnis
To: Nicole M Schell, AICP
Subject: 523/525 west street
Date: Tuesday, July 23, 2024 1:47:12 PM

832601

CUSTOMER'S ORDER NO. _____ DEPARTMENT _____ DATE 12/30/21
 NAME Maria Horne
 ADDRESS _____
 CITY, STATE, ZIP _____
 SOLD BY _____ CASH _____ C.O.D. _____ CHARGE _____ ON ACCT _____ PAID OUT _____
 CASH _____

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	BALANCE ON CONTRACT	\$4400.00	
	DUE		\$2300.00
1	Baloney Rating + Star Rating		3800.00
	Total Due		26,800.00
	Balance \$ 2300.00		

RECEIVED BY _____



Application for P.A.C.E.
Preservation & Community
Enhancement Grant Program

Application Fee: \$10.00

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

APPLICANT INFORMATION

Date: FEBRUARY 2, 2024
 Property Owner Name: MADISON CHRISTIAN HEALTH AND DEVELOPMENTAL SERVICES, INC.
 Mailing Street Address: P.O. BOX 665
 City: HANOVER State: IN Zip: 47243
 Phone (Preferred): 812-313-4663 Phone (Alternate): 812-292-5107
 Email: tirrie@madisonchristianhealth.org

PROJECT INFORMATION

Street Address: 524 JEFFERSON STREET
 Total Cost of Project (include all costs to complete the entire project): 172,238
 Estimated Date of Completion of Work: AUGUST 2024

Hilltop Downtown

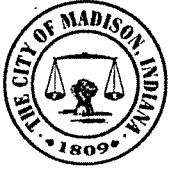
GRANT INFORMATION

Rehabilitation (Downtown) Grant Curb Appeal (Hilltop) Grant Dilapidated Structures Grant Dangerous Buildings Grant

Amount of Grant Requested (can be obtained from the office): 25,000

A PACE grant application must include the following documents:

- Complete application
- Photographs of existing conditions of Property
- Project Plans (required if altering footprint or openings)
- Copies of Construction Quotes for the project
- Certificate of Appropriateness (COA) (If applicable)
- Proof of Property Insurance
- Proof of Ownership (Deed)
- Certificate of Incorporation (if organization/business)
- Unsafe Letter (Required for Dangerous Structures Grant)



DETAILED PROJECT BUDGET WORKSHEET

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

Task #	Description of Work and/or Material 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	Roof (see attached contractor description)	13,050.00	6,525.00
2	Gutter (see attached)	1920.00	960.00
3	Chimney (masonry)		
4	Clean out Dilapidated areas (see attached)	25,000.00	
5	Remove and replace Brick exterior (masonry)		
6	Masonry (see attached)	40,000.00	20,000.00
7	Paint facade (see attached)	10,000.00	5,000.00
8	Reconstruct all framing (see attached)	30,000.00	
9	Replace windows (3)	1712.00	856.00
10			
	Totals	121,682	33,341.00

Additional pages are attached.

DETAILED REBUILDING PLAN (ONLY FOR DANGEROUS BUILDINGS GRANT APPLICATIONS)

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

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

Additional pages are attached.



Applicant must read and initial the following:

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

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

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

TJ I understand that if any plans to the project change or if the contractor changes, I must notify the Director of Planning prior to the project construction continuing.

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

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

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

I certify that I have read the P.A.C.E. Program Guidelines and that all required documents are included in my final application packet.

Applicant(s) Signature

February 2, 2024

Date

Documentation Review (Completed by Planning Office)

- Complete application
- Photographs of Property
- Project Plans (If required)
- Copies of Construction Quotes
- COA application filed (If applicable)
- Proof of Property Insurance
- Proof of Ownership (Deed)
- Certificate of Incorporation (If required)
- Unsafe Letter (If required)

Staff Notes

1045 Rebecca Ct.
Seymour, Indiana 47274

(812) 271-1608
rokaremodeling@gmail.com

ESTIMATE

Roka Remodeling

For Attention to: Tirrie Jenkins
Madison Christian Health and Developmental Services, Inc.
2226 Logans Point Drive, Hanover, IN, 47243
For the property located at: 525 Jefferson Building

Estimate Num 105
Date Oct 30, 2023

Description	Quantity	Rate	Amount
* Work description includes: Basement, attic, main building trash removal.	1	\$9,500.00	\$9,500.00
* Demolition and stabilization for middle rooms (collapsed subfloor and ceiling) not including exterior walls and foundation) Rebuild subfloor and ceiling	1	\$32,800.00	\$32,800.00
* Renovation includes Interior demolition (bathrooms, kitchen, old electric, old plumbing)	1	\$14,400.00	\$14,400.00
* New whole house plumbing	1	\$28,300.00	\$28,300.00
* New whole house electric	1	\$32,450.00	\$32,450.00
* New bathrooms with new bathroom configuration (three bathrooms) price pending.	1	\$0.00	\$0.00
* New standard kitchen, price pending	1	\$0.00	\$0.00
* Flooring installation (new and refinish) \$44,300 (new flooring will be luxury vinyl planks)	1	\$44,300.00	\$44,300.00
* Trim and doors (new and refinish with paint)	1	\$19,500.00	\$19,500.00
* Interior paint	1	\$36,000.00	\$36,000.00
* Exterior paint, basic primer and paint application	1	\$28,000.00	\$28,000.00
* New gutters and flashing roof around the building	1	\$8,600.00	\$8,600.00
* New roof shingles pending for inspection and price if necessary	1	\$0.00	\$0.00
* Windows (new and refinish)	1	\$14,850.00	\$14,850.00
* New bathroom configuration and relocation including separate female and male bathroom and family bathroom. Price pending	1	\$0.00	\$0.00

Description	Quantity	Rate	Amount
-------------	----------	------	--------

* New kitchen for main floor and new kitchen for second floor. Price pending	1	\$0.00	\$0.00
---	---	--------	--------

* New HVAC price pending	1	\$0.00	\$0.00
--------------------------	---	--------	--------

* Roof is pending for inspection, price pending	1	\$0.00	\$0.00
---	---	--------	--------

* Indicates non-taxable item

This estimate is for the work that will be done at the property on 525 Jefferson St. Madison, Indiana. This Project is including labor and standard materials

Subtotal	\$268,700.00
Tax (7%)	\$0.00
Total	\$268,700.00

Thank you for your business.

Balance Due \$268,700.00

Invoice

3385557

BUILT BY 812-292-5107

ADDRESS 1012 S. ...

CITY Madison, WI

SOLD BY

TERMS 302-817-8417

DESCRIPTION

QUANTITY

AMOUNT

top front foot of building

Chimney

Garage

Side wall to tobacco building

Subtotal Material - Total Job

* NOT NEGOTIABLE *

3385557

1012 S. ...

Madison, WI

DATE 10-28-23

AMOUNT

\$1,000.00

\$3,000.00

\$17,000.00

\$1,000.00

\$17,000.00

The **HENDERSON GROUP Enterprises, LLC**
364 North 41st Street
Louisville, KY 40212
502-774-4663 Business 502-772-3971 Fax
Commercial & Residential Construction / Remodeling

COST BREAKDOWN SHEET

**Property Location: 524 Jefferson Street
Madison, IN 47250**

Construction Clean-up	\$	3,500.00
Demo / Debris Removal		25,000.00
Framing		30,000.00 (Rough Carpentry)
Interior Paint		8,250.00
Exterior Painting		10,000.00
Flooring		17,800.00
Ceramic Tile		3,100.00
HVAC		36,000.00
Plumbing		31,900.00
Electrical		19,500.00
Cabinets/Countertop/Vanities		18,000.00
Subflooring		3,840.00
Drywall		22,338.00
Gutters		1,920.00
Doors/Locksets		5,100.00
Carpentry		10,200.00 (Finish Carpentry)
Masonry		47,000.00
Windows		7,990.00
Roof		13,050.00
Insulation		7,600.00
TOTAL		\$ 322,088.00

"===== STRUCTURAL ENGINEER ====="

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

TANNJENK@GMAIL.COM (TIRRIE JENKINS)

524 JEFFERSON AVE
MADISON, INDIANA

1-17-23



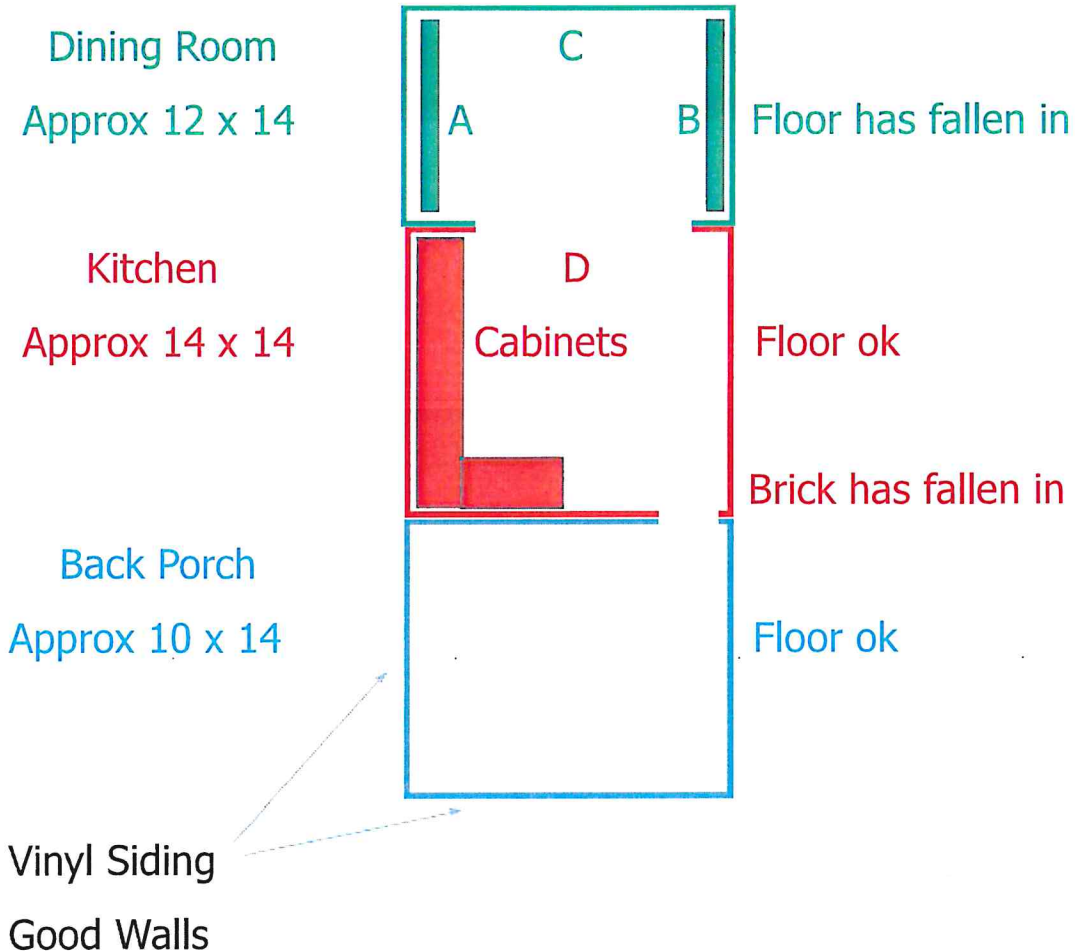
BOBMALCOMB1@GMAIL.COM PE60020677
4134 QUICK CREEK RD
DEPUTY, IN 47230
812-595-3003

RENOVATION OF HOME; DOWNTOWN MADISON

PAGE 2

SUMMARY

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



Procedure:

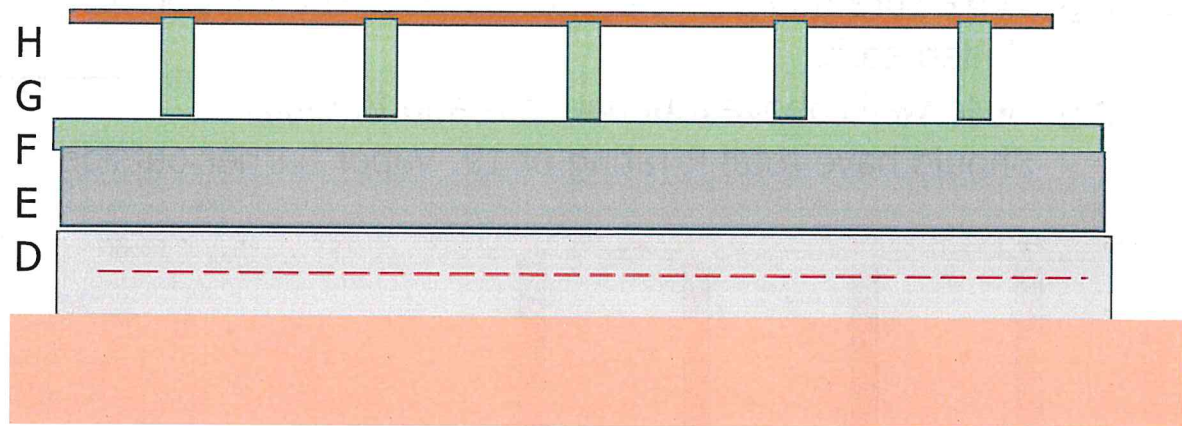
Step 1: Secure ceiling along right side with 2x4 (2) posts screwed Together to hold up ceiling.

Step 2: Remove Bricks on the right wall.

Step 3: Removed fallen floor.

(Page 3)

Step 4: Build foundation A and B.



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

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

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

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

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

(Is 2x8 size ok ?)

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

Floor

Joist Stress = Force x length x height / 16 / Inertia

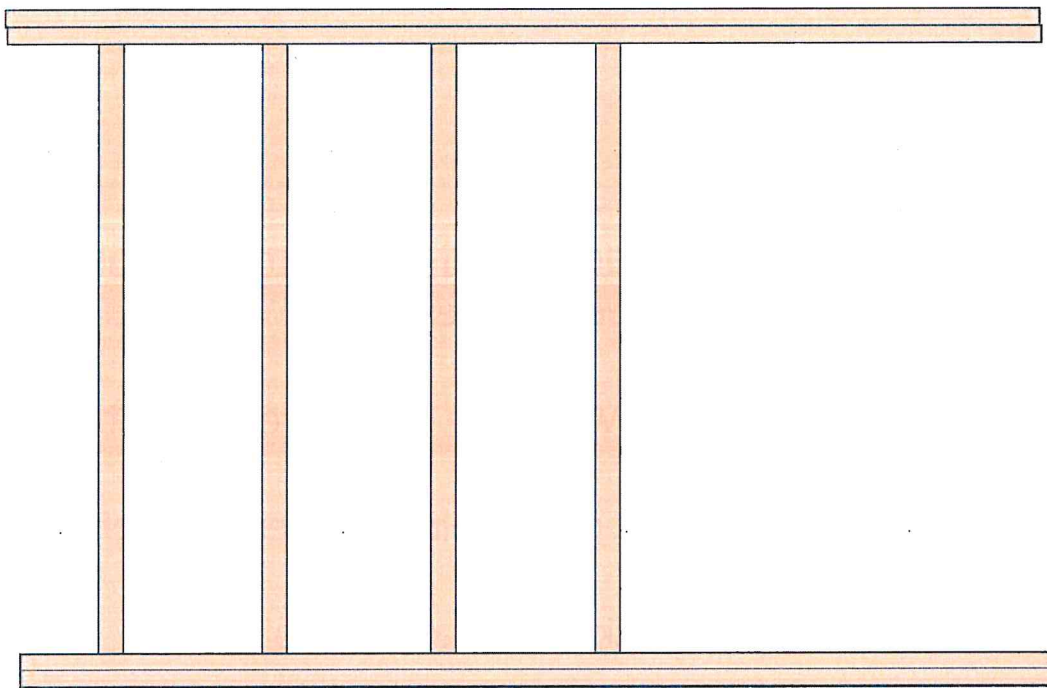
= 1140 Psi (less than wood strength of 1200 Psi, so ok)

H Use $\frac{3}{4}$ " osb subflooring (glue down and screw)

(Page 4)

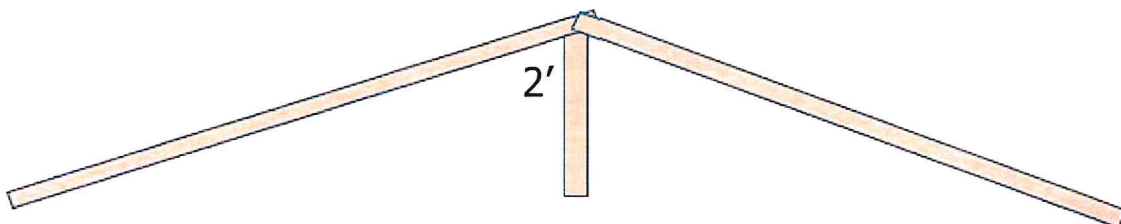
Step 5: Make sure floors at C and D are level and supported Underneath.

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



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

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





(Page 5)

Step 9: Put on corrugated metal for a 50 year roof or 1/2" OSB
And standard shingles for a 15-20 year roof.

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

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

Step 12: Paint the Walls and Ceiling.

Step 13: Put down linoleum or simulated wood flooring.

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



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

MADISON CHRISTIAN HEALTH AND
DEVELOPMENT SERVICES INC
2226 S LOGANS POINT DRIVE
HANOVER, IN 47243

Date: 03/02/2021
Employer ID number: 85-4046406
Person to contact: Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending: December 31
Public charity status: 170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: October 28, 2020
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053744001180

Dear Applicant:

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

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter. If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter. For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

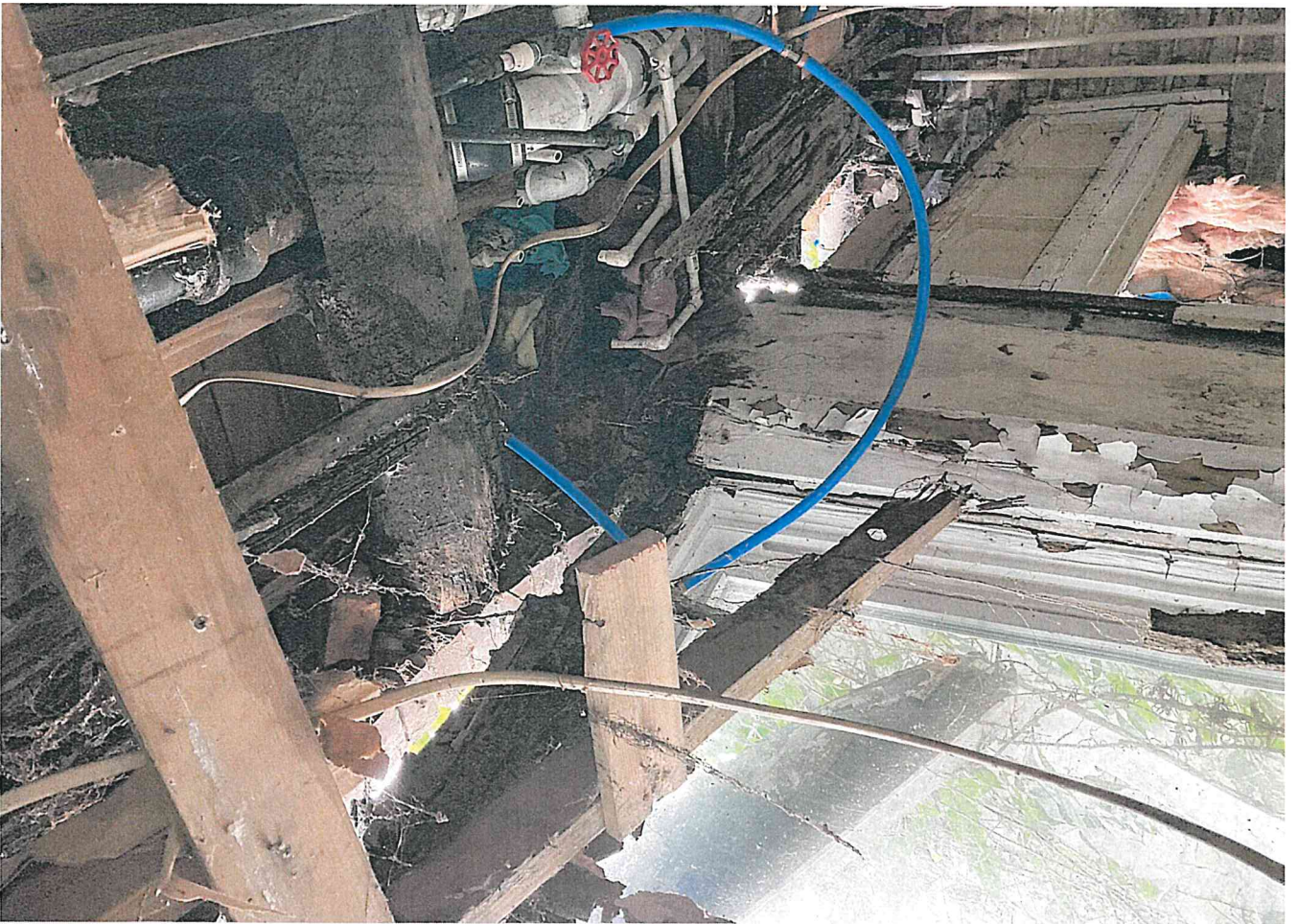
Sincerely,

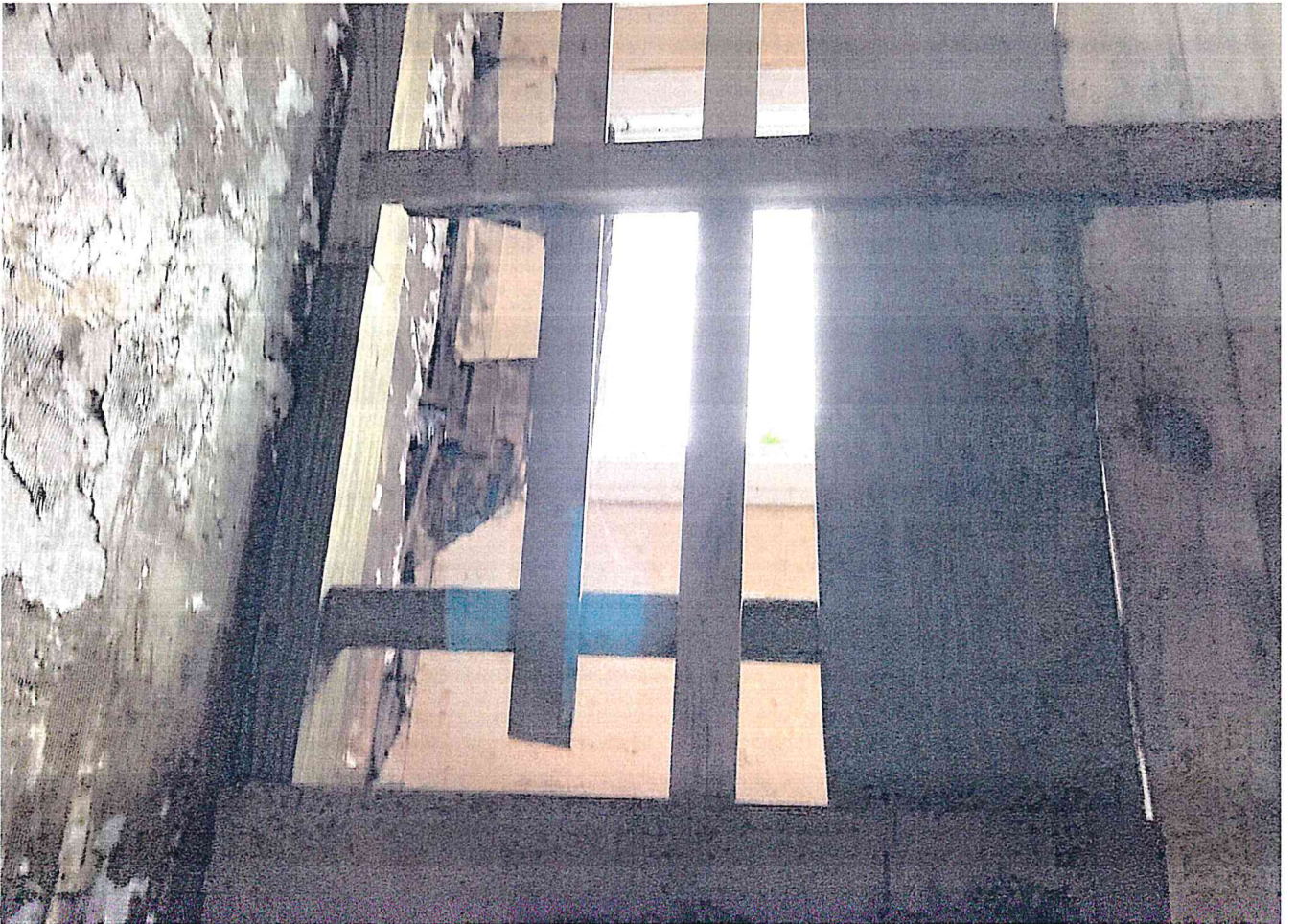
Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements











Unsafe Structure Notice of Violation

Issued to: Madison Christian Health and Development
2226 S Logan Point Drive
Hanover, IN 47243

Date Issued: April 5, 2023

Project Location: 524 JEFFERSON ST , MADISON IN 47250

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

Structure Type: Primary Residential Structure

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

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

Unsafe Building Chapter 154.03:

- (A) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
- (B) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
- (C) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
- (D) Whenever any portion or member or appurtenance thereof likely to fail, or to become detached or dislodged, or to collapse and hereby injure persons or damage property.
- (E) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the work stresses permitted in the Building Code for such buildings.
- (F) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
- (G) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement, or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay, or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.
- (H) Whenever, for any reason, the building or structure, or portion thereof, is manifestly unsafe for the purpose for which it is being used.
- (I) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

(J) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(K) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children; or freely accessible to persons for the purpose of committing unlawful acts.

(L) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.

(M) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any fire-resisting qualities of characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(N) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the city to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(O) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistant construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the city to be a fire hazard.

(P) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

This letter serves as a notice of violation and order to abate the structure. The City of Madison is ordering the following action:

Repair or rehabilitation of an unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy, or use

Our goal is to work with all property owners toward keeping our community safe for all residents. The abatement action must be completed within 60 Days from when the notice of the order was issued. If the abatement action is not taken within the time frame listed above, the City of Madison may take necessary legal steps to bring the property into compliance.

Issued By:

Landon Ralston, Building Inspector

City of Madison, Indiana

812-265-8324

101 W Main Street, Madison IN 47250

madison-in.gov

POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

Dwelling Basic
Policy Change



Premium Summary

Dwelling #1: 524 JEFFERSON ST MADISON IN 47250	\$972.00
Dwelling #2: 524 JEFFERSON ST MADISON IN 47250	\$613.00
Policy Coverages	\$0.00
Additional Costs	\$0.00
Total Policy Premium	\$1,685.00

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

Policy Summary

Policy Number:
100-346-781

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

Named Insured(s):
MADISON CHRISTIAN HEALTH AND DEVELOPMENTAL SERVICES INC
PO BOX 665
HANOVER IN 47243-0665

Policy Discounts

Claims Free Discount

Contracted Agency:

ARLINGTON/ROE & CO INC - #556001
8888 KEYSTONE CROSSING
STE 900
INDIANAPOLIS IN 46240

Your Agent:

STAHL INSURANCE GROUP INC - #803893
PO BOX 327
SEYMOUR IN 47274

Additional Named Insureds and Designees

Name: TIRRIE JENKINS	Address: 2226 S LOGANS POINT DR, HANOVER IN 47243-9076
Relationship to Primary Named Insured: Other	Description of Interest: DESIGNEE

Dwelling #1: 524 JEFFERSON ST, MADISON IN 47250

Occupancy: Vacant	Residence Type: 4 Family Residence	Construction Type: Brick/Masonry	Year Built: 1900	Protection Class Code: 4	Territory: 1
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Coverage Detail

Coverage	Limit / Description	Premium
Dwelling (Fire & Extended Coverage)		\$655.00
Limit	60,000	
Loss Settlement	Actual Cash Value	
Roof Loss Settlement Option	Actual Cash Value	
All Other Peril Deductible	2,500	
Other Structures	6,000	Included
Loss Settlement	Actual Cash Value	
Roof Loss Settlement Option	Actual Cash Value	
Premises Liability	500,000	\$237.00
Medical Payments	1,000 Per person/25,000 Per occurrence	\$5.00

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

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

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

For prior Deed see: recorded File No. 2010-03105
Tax parcel no: 39-13-02-122-014.000-007

State of Indiana

Rev. 13462FE

WARRANTY DEED

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

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

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GENERAL INSTRUCTIONS

WHAT IS A WARRANTY DEED?

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

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

COMMON SITUATIONS

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

WHEN IS IT NEEDED?

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

Present Covenants

- **Covenant of Seisin:** Seller promises that the deed describes the land being transferred

- **Covenant of the Right to Convey:** Sellers promises that they have the legal authority to transfer the property to the Buyer

- **Covenant against Encumbrances:** Seller promises that there are no hidden or undisclosed mortgages, covenants, or easements that would burden the property or lower its value

Future Covenants

- **Covenant of Quiet Enjoyment:** Seller promises to defend against any future challenges to the Buyer's title to the property

- **Covenant of Warranty:** Seller promises to defend against any future encroachment challenges to the Buyer's property

- **Covenant of Further Assurances:** Seller promises to fix future problems with the title

WHAT IS INCLUDED?

- **Grantor:** this is the individual(s) or corporation who currently owns the property

- **Grantee:** this is the individual(s) or corporation who will be the new owner

- **Mailing Addresses:** physical addresses, not P.O. boxes, of both parties

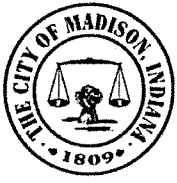
- **Consideration:** this is the amount of money that will be given for the property, if any

- **Legal Description:** usually located on your property deed, the legal description helps everyone identify which piece of property is being transferred

- **Parcel Number:** this number is usually listed on the property's tax statement but if you have trouble locating the parcel number, you can also call or visit the city, county, or court office where the property taxes are paid for more information

- **Witnesses:** some states require that witnesses watch the owner sign the deed

- **Notary:** the personal transferring the property needs to take the deed to a notary public who will verify that the signature on the deed is authentic



Application for Paul Bruhn
PACE Grant Program

Purpose: Application is hereby made to request funding from the Paul Bruhn PACE Program. This application must be filed prior to work beginning on a property located within the City of Madison's historic district. This application does not replace the need for approval from the HDBR.

PART A - APPLICANT INFORMATION

Date: 2/21/2024
 Property Owner/Applicant Name: Marcella Brierly
 Mailing Street Address: 408 E 4th St
 City: Madison State: IN Zip: 47250
 Phone (Preferred): Marcella Brierly 659964 Phone (Alternate): _____
 Email: 812-801-1113

CO-APPLICANT

Co-Applicant Name: _____
 Mailing Street Address: _____
 City: _____ State: _____ Zip: _____
 Phone (Preferred): _____ Phone (Alternate): _____
 Email: _____

DEPENDENTS

NAME	SEX	AGE UNDER 18 (Y/N)	RELATIONSHIP

Additional pages are attached.



PART B - DESCRIPTION OF THE PROJECT

Please provide a description of construction-related activities and list all major tasks necessary to complete the project.

Windows on porch - siding - roof - outside water heater
Shed - doors

chimney might need flashing and or capped.

Multiple horizontal lines for additional project description.

Additional pages are attached.

PART C - FINANCIAL INFORMATION

Please complete the following tables.

- Is this your primary place of residence? Yes No
- Do you own the business and building? Yes No
- Are you current with your property taxes? Yes No
- Is your property insurance in force and paid in full? Yes No
- Do you have a mortgage? Yes No
- If so, are you current with your payments? Yes No

758.00



HOUSEHOLD MEMBERS

NAME	WAGES/SALARY	BENEFITS/PENSIONS	CHILD SUPPORT	OTHER INCOME
Mareike Brady	[REDACTED]			

Additional pages are attached.

APPLICANT'S EMPLOYMENT INFORMATION

Employer: [REDACTED] Phone Number: _____
 Mailing Street Address: _____
 City: _____ State: _____ Zip: _____

CO-APPLICANT'S EMPLOYMENT INFORMATION

Employer: _____ Phone Number: _____
 Mailing Street Address: _____
 City: _____ State: _____ Zip: _____

A Paul Bruhn PACE grant application must include the following documents:

- Photographs of existing conditions of Property
- Project Plans (required if altering footprint or openings)
- Certificate of Appropriateness (COA) (If applicable)
- Proof of Property Insurance
- Proof of Ownership (Deed)
- Completed Verification of Employment Form
- Income Certification Form



Applicant must read and initial the following:

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

___ I understand that I must receive all required permits from the Office of Planning, Preservation, and Design and from the State of Indiana prior to beginning work on my project or I will forfeit any awarded grant monies.

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

___ I understand that if awarded, I will be required to sign a 5-year preservation agreement that meets the minimum federal preservation requirements set by the National Park Service.

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

I certify that I have read the P.A.C.E. Program Guidelines and that all required documents are included in my final application packet.

Marcella Brunley
Applicant(s) Signature

Date

Documentation Review

- Complete application
- Photographs of Property
- Project Plans (If required)
- COA application filed (If applicable)
- Proof of Property Insurance
- Proof of Ownership (Deed)
- Completed Verification of Employment Form
- Income Certification Form

GRANT INFORMATION

- Rehabilitation Grant
- Dilapidated Structures Grant

Amount of Grant Requested (completed by Office):













