



# MADISON *Indiana*

## Board of Public Works and Safety Agenda

**MEETING DATE:** Thursday, January 9, 2025, at 1:30 PM

**MEETING PLACE:** Madison City Hall- Council Chambers

- A. Calling of roll and notice of absentees.
- B. Approval of minutes
- C. Claims
  - General
  - Payroll
- D. Adjustments
  - 203 Montclair Street
- E. New business
  - SRF Disbursement Request L-9
  - Contract for Legal Services with Joe Jenner
  - Resolution 2025-1B: Returning Donated Property
- F. Unfinished business
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: **Tuesday, January 21, 2025** (Monday is Martin Luther King, Jr. Holiday)
- J. Motion to adjourn.

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

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



# MADISON *Indiana*

## Board of Public Works and Safety Minutes

**MEETING DATE:** December 16, 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, Courtney, and Carlow were present (3-0).

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

**Claims—General/Payroll:** Carlow moved to approve the general and payroll claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

**Adjustments:** None.

### New business:

**SRF Disbursement Request L-8 and Substantial Completion – Utilities Superintendent Brian Jackson:** Dave O'Mara Contracting submitted SRF Request L-8 for the Water Treatment Plants (Division "A"), dated November 8, 2024. The total invoice amount is \$34,567.49, with a retainage of \$1,728.37 (rounded to \$1,728). Pay Application 20 and SRF disbursement is for \$32,839.00. Additionally, for the Water Project (Division "A"), a Certificate of Substantial Completion was issued by Dave O'Mara Contracting on December 16, 2024. **Motion:** Courtney moved to approve the SRF Disbursement Request L-8, seconded by Carlow. All in favor, motion carried (3-0).

Riley from Commonwealth Engineers gave the board a brief overview of the punch list left on the project but advised that Division "A" is substantially complete. The project is at a point at which it can operate and be released from the contractor. **Motion:** Courtney moved to approve the recommendation of Substantial Completion, seconded by Eaglin. All in favor, motion carried (3-0).

**Commonwealth Flood Mitigation/Stormwater Master Plan Amendment #1:** The City of Madison entered into an agreement with Commonwealth Engineering to perform flood mitigation analysis of the Army Corps of Engineer's data. They recommended potential mitigation to future flooding as well as master planning for the stormwater system. The city is substantially complete on the contract. Now, the city is proposing an amendment that adds additional scope of work to be funded by the remaining amounts in the appropriated ARPA funding, around \$95,000.00. Matt Wirth with Commonwealth was present at the meeting to answer any of the board's questions. **Motion:** Courtney moved to increase the scope of the contract with Commonwealth Engineers in Amendment #1, seconded by Eaglin. All in favor, motion carried (3-0).

**ETC Systems Comfort Station Agreement – Mayor Bob Courtney:** This is a contract for \$25,000.00 to furnish all materials, equipment, and labor subject to any exclusions listed by ETC Systems for the Comfort Station electrical upgrades. **Motion:** Carlow moved to approve the ETC Systems Comfort Station Agreement, seconded by Eaglin. All in favor, motion carried (3-0).

**Madison CCMG Change Orders #2 and #3 with O'Mara – Deputy Mayor Mindy McGee:** These change orders are clean-up from the CCMG project, which is now complete except for a few items on a punch list. One change order is a negative amount of \$271,918.00 for items that were deducted and removed from certain parts of the project. The final change order is a positive change order for \$299,458.00. The net amount is about \$27,000.00. **Motion:** Eaglin moved to approve the CCMG Change Orders #2 with O'Mara allowing the Mayor to sign the documents, seconded by Carlow. All in favor, motion carried (3-0). **Motion:** Eaglin moved to approve the CCMG Change Orders #3 with O'Mara allowing the Mayor to sign the documents, seconded by Courtney. All in favor, motion carried (3-0).

**MPD and MFD Water Rescue Boats Quotes – Chief of Police Shawn Scudder:** Chief Scudder, joined by representatives from the watercraft search board, delivered a presentation detailing the selected watercraft, the reasons behind its selection, its importance for public safety, and its key features. The representatives were available to address questions from the board. The full presentation is available for review on the City of Madison YouTube channel. **Motion:** Eaglin moved to approve the quote for the proposed rescue boat pending the Mayor's signature, seconded by Carlow. All in favor, motion carried (3-0).

**MPD Taser and Body Camera Quotes from Axon Enterprise – Chief of Police Shawn Scudder:** Chief Scudder proposed a quote from Axon Enterprise to replace the Madison Police Department's outdated tasers and body camera equipment, which currently have a higher-than-acceptable fail rate. The new body camera system would include the capability to upload footage directly to a cloud-based platform, eliminating the need for officers to manually retrieve and upload recordings. The new proposed tasers are, overall, much easier for officers to operate while still focusing on the situations at hand. **Motion:** Courtney moved to approve the MPD Taser and Body Camera Quotes from Axon Enterprise authorizing the mayor to sign the contracts, seconded by Carlow. All in favor, motion carried (3-0).

**PACE Extensions – Historic Preservationist Brenna Haley: 623 Broadway, 1805 Orchard, 723 W Third, 725 W Third:** Julie Brown has requested an extension for six months on the PACE Grant for 623 Broadway Street. The new deadline is June 20, 2025. The grant amount they were approved for was \$25,000.00. They have received a midpoint disbursement. This extension includes a partial final payout of \$9,375.00 in exchange for finishing three out of four exterior sides. Julie Brown has requested an extension for three months on the PACE Grant for 1805 Orchid Street. The new deadline is March 13, 2025. The grant amount they were approved for was \$25,000.00. They have not received a midpoint disbursement. Pettit Properties has requested an extension for six months on the PACE Grant for 723 West 3<sup>rd</sup> Street. The new deadline is May 31, 2025. The grant amount they were approved for was \$7,500.00. They have not received a midpoint disbursement. Pettit Properties has requested an extension for six months on the PACE Grant for 725 West 3<sup>rd</sup> Street. The new deadline is May 31, 2025. The grant amount they were approved for was \$7,500.00. They have not received a midpoint disbursement. **Motion:** Eaglin moved to approve the PACE extensions, seconded by Courtney. All in favor, motion carried (3-0).

**PACE Scope Adjustment – Historic Preservationist Brenna Haley: 745 W 3<sup>rd</sup> Street:** This structure was able to save money in another part of its project, and it was then able to use for the front porch. Work that was performed due to the saved money included scraping and repainting of the gingerbread, replacement of the ceilings on the porch, new roof deck, hardy board siding to match the aluminum siding, and trim for the bottom of the posts. The owners are not requesting any more money, but rather that the scope of their project be adjusted to include the work that was done on the porch. **Motion:** Courtney moved to approve the PACE scope adjustment, seconded by Eaglin. All in favor, motion carried (3-0).

**PACE Final – Historic Preservationist – Brenna Haley: 705 Walnut:** Tyrie Jenkins has completed all work according to her PACE Grant. Work includes securing the door, the porch opening, the entry access, demolition of the rear addition, tuckpointing, painting, refurbishment of the front door, and replacement of doors, windows, and glass. **Motion:** Courtney moved to approve the PACE final for 705 Walnut, seconded by Eaglin. All in favor, motion carried (3-0).

**Unfinished Business:** None.

**Mayor’s comments:** There was a bid opening last week for the Hanover-Madison Connector Trail phase one. The city is closing out the current CCMG project and get right back at it again in January for the beginning of the reconstruction of the Main Street Corridor work. There will be a City Council meeting tomorrow night including a brief year in review. Merry Christmas and Happy New Year to everyone.

**Public comment:** None.

**Next meeting:** Monday, January 6, 2025, at 11:30 AM.

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

Attested:

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**Shirley Rynearson, Clerk-Treasurer**

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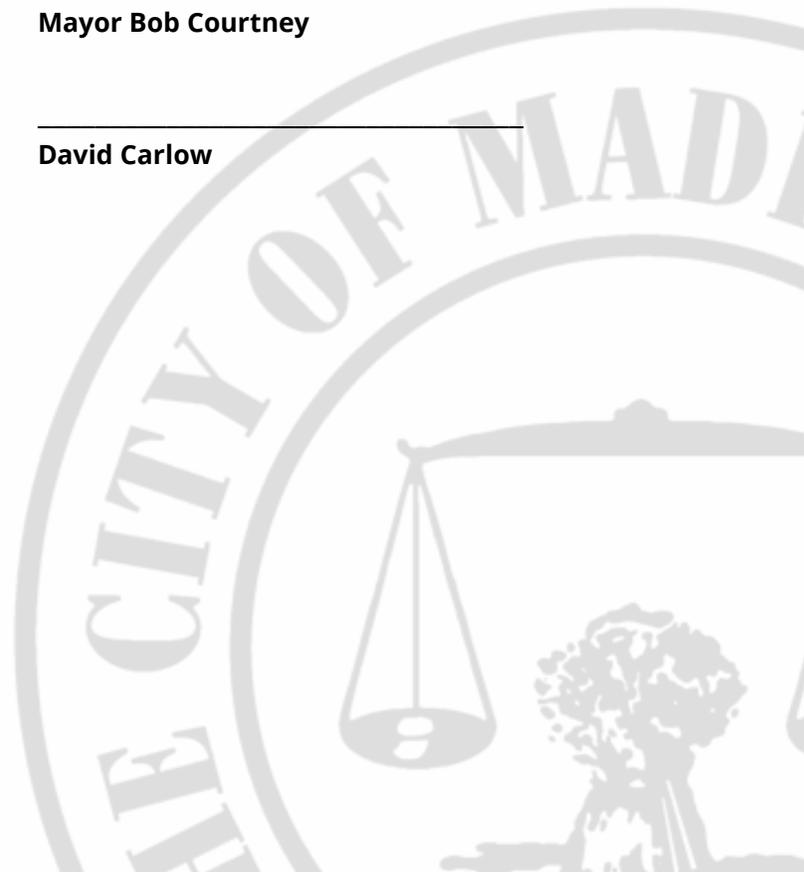
**Mayor Bob Courtney**

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**Karl Eaglin**

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**David Carlow**



CITY OF MADISON WATER AND SEWER DEPARTMENT

Customer had leak from broken water line on billing for 2 months. Adjust billing for wastewater back to average usage.

( SEE ATTACHED DOCUMENTATION )

ACCOUNT NAME: MEI CAI

ADDRESS: 203 MONTCLAIR

ACCOUNT #: 16-61801-03

	Date	Water	Tax	Hyd Sprk	Penalty Water	Sewer	Penalty Sewer	Trash	Penalty Trash	Total
Billed=	9/27/24	0.00	0.00	0.00	0.00	117.31	0.00	0.00	0.00	117.31
Gal Used	13,800									
SHB =	2,700	0.00	0.00	0.00	0.00	27.07	0.00	0.00	0.00	27.07
	Reading									
Adjustment		0.00	0.00	0.00	0.00	90.24	0.00	0.00	0.00	<b>90.24</b>
Billed=	10/29/24	0.00	0.00	0.00	0.00	1219.74	0.00	0.00	0.00	1219.74
Gal Used	149,400									
SHB =	2,700	0.00	0.00	0.00	0.00	27.07	0.00	0.00	0.00	27.07
	Reading									
Adjustment		0.00	0.00	0.00	0.00	1192.67	0.00	0.00	0.00	<b>1192.67</b>

**Total Amount of Adjustment:** -\$1,282.91

**SIGNED:** \_\_\_\_\_

**DATED:** 12/23/2024

City of Madison  
**Consumption History - Detailed**  
 Sort Order: Date

Limited to : Account No 166180103 Location No 1661801

Location No.	Customer No.	Customer Name	Location Address			Revenue Class		Route					
Service	Bill Date	Rate Code	Units	SerialNo	Meter Size	Prior Read	Prior Read Date	Current Read	Current Read Date	Actual	Adjusted	Billed	Charges
1661801	166180103	MEI CAI					203 MONTCLAIR			Residential		16	
Water	11/27/2024	1	gal	14873912	5/8"	2,901.00	10/01/2024	2,924.00	11/01/2024	2,300.00	0.00	2,300.00	12.63
Water	10/29/2024	1	gal	14873912	5/8"	1,407.00	09/04/2024	2,901.00	10/01/2024	149,400.00	0.00	149,400.00	451.25
Water	9/27/2024	1	gal	14873912	5/8"	1,269.00	08/02/2024	1,407.00	09/04/2024	13,800.00	0.00	13,800.00	53.08
Water	8/28/2024	1	gal	14873912	5/8"	1,239.00	06/21/2024	1,269.00	08/02/2024	3,000.00	0.00	3,000.00	12.63
Water	7/29/2024	1	gal	14873912	5/8"	1,213.00	06/04/2024	1,239.00	06/21/2024	2,600.00	0.00	2,600.00	12.63
Water	6/27/2024	1	gal	14873912	5/8"	1,184.00	05/06/2024	1,213.00	06/04/2024	2,900.00	0.00	2,900.00	12.63
Water	5/29/2024	1	gal	14873912	5/8"	1,155.00	04/04/2024	1,184.00	05/06/2024	2,900.00	0.00	2,900.00	12.63
Water	4/29/2024	1	gal	14873912	5/8"	1,127.00	03/05/2024	1,155.00	04/04/2024	2,800.00	0.00	2,800.00	12.63
Water	3/27/2024	1	gal	14873912	5/8"	1,102.00	02/06/2024	1,127.00	03/05/2024	2,500.00	0.00	2,500.00	12.63
Water	2/28/2024	1	gal	14873912	5/8"	1,071.00	01/04/2024	1,102.00	02/06/2024	3,100.00	0.00	3,100.00	13.05
Water	1/29/2024	1	gal	14873912	5/8"	1,054.00	12/11/2023	1,071.00	01/04/2024	1,700.00	0.00	1,700.00	12.63
Water	12/28/2023	1	gal	14873912	5/8"	1,023.00	11/06/2023	1,054.00	12/11/2023	3,100.00	0.00	3,100.00	13.05
Water	11/29/2023	1	gal	14873912	5/8"	994.00	10/04/2023	1,023.00	11/06/2023	2,900.00	0.00	2,900.00	12.63
Water	10/27/2023	1	gal	14873912	5/8"	958.00	09/07/2023	994.00	10/04/2023	3,600.00	0.00	3,600.00	15.16
Water	9/27/2023	1	gal	14873912	5/8"	927.00	08/04/2023	958.00	09/07/2023	3,100.00	0.00	3,100.00	13.05
Water	8/29/2023	1	gal	14873912	5/8"	905.00	07/07/2023	927.00	08/04/2023	2,200.00	0.00	2,200.00	12.63
Water	7/27/2023	1	gal	14873912	5/8"	876.00	06/06/2023	905.00	07/07/2023	2,900.00	0.00	2,900.00	12.63
Water	6/27/2023	1	gal	14873912	5/8"	854.00	05/10/2023	876.00	06/06/2023	2,200.00	0.00	2,200.00	12.63
Water	5/30/2023	1	gal	14873912	5/8"	821.00	04/05/2023	854.00	05/10/2023	3,300.00	0.00	3,300.00	13.89
Water	4/27/2023	1	gal	14873912	5/8"	788.00	03/02/2023	821.00	04/05/2023	3,300.00	0.00	3,300.00	13.89
Water	3/28/2023	1	gal	14873912	5/8"	760.00	02/01/2023	788.00	03/02/2023	2,800.00	0.00	2,800.00	12.63
Water	2/28/2023	1	gal	14873912	5/8"	737.00	01/04/2023	760.00	02/01/2023	2,300.00	0.00	2,300.00	12.63
Water	1/27/2023	1	gal	14873912	5/8"	714.00	12/05/2022	737.00	01/04/2023	2,300.00	0.00	2,300.00	12.63
Water	12/29/2022	1	gal	14873912	5/8"	683.00	11/03/2022	714.00	12/05/2022	3,100.00	0.00	3,100.00	13.05
Water	11/30/2022	1	gal	14873912	5/8"	661.00	10/04/2022	683.00	11/03/2022	2,200.00	0.00	2,200.00	12.63
Water	10/27/2022	1	gal	14873912	5/8"	646.00	09/01/2022	661.00	10/04/2022	1,500.00	0.00	1,500.00	12.63
Water	9/28/2022	1	gal	14873912	5/8"	626.00	08/02/2022	646.00	09/01/2022	2,000.00	0.00	2,000.00	12.63
Water	8/29/2022	1	gal	14873912	5/8"	609.00	07/07/2022	626.00	08/02/2022	1,700.00	0.00	1,700.00	9.66
Water	7/27/2022	1	gal	14873912	5/8"	584.00	06/03/2022	609.00	07/07/2022	2,500.00	0.00	2,500.00	7.11
Water	6/28/2022	1	gal	14873912	5/8"	563.00	05/06/2022	584.00	06/03/2022	2,100.00	0.00	2,100.00	7.11
Water	5/27/2022	1	gal	14873912	5/8"	546.00	04/11/2022	563.00	05/06/2022	1,700.00	0.00	1,700.00	7.11
Water	4/27/2022	1	gal	14873912	5/8"	525.00	03/11/2022	546.00	04/11/2022	2,100.00	0.00	2,100.00	7.11
Water	3/29/2022	1	gal	14873912	5/8"	508.00	02/15/2022	525.00	03/11/2022	1,700.00	0.00	1,700.00	7.11
Water	2/28/2022	1	gal	14873912	5/8"	481.00	01/06/2022	508.00	02/15/2022	2,700.00	0.00	2,700.00	7.11
Water	1/27/2022	1	gal	14873912	5/8"	459.00	12/07/2021	481.00	01/06/2022	2,200.00	0.00	2,200.00	7.11
Water	12/29/2021	1	gal	14873912	5/8"	435.00	11/03/2021	459.00	12/07/2021	2,400.00	0.00	2,400.00	7.11
Water	11/30/2021	1	gal	14873912	5/8"	422.00	10/14/2021	435.00	11/03/2021	1,300.00	0.00	1,300.00	7.11
Water	10/27/2021	1	gal	14873912	5/8"	387.00	09/07/2021	422.00	10/14/2021	3,500.00	0.00	3,500.00	8.30
Water	9/28/2021	1	gal	14873912	5/8"	351.00	08/03/2021	387.00	09/07/2021	3,600.00	0.00	3,600.00	8.53
Water	8/27/2021	1	gal	14873912	5/8"	323.00	07/07/2021	351.00	08/03/2021	2,800.00	0.00	2,800.00	7.11
Water	7/28/2021	1	gal	14873912	5/8"	297.00	06/04/2021	323.00	07/07/2021	2,600.00	0.00	2,600.00	7.11
Water	6/29/2021	1	gal	14873912	5/8"	283.00	05/17/2021	297.00	06/04/2021	1,400.00	0.00	1,400.00	7.11
Water	5/27/2021	1	gal	14873912	5/8"	249.00	04/08/2021	283.00	05/17/2021	3,400.00	0.00	3,400.00	8.06
Water	4/28/2021	1	gal	14873912	5/8"	212.00	03/01/2021	249.00	04/08/2021	3,700.00	0.00	3,700.00	8.77

Service	Units	Rate Code	Actual	Adjusted	Billed	Charges
Water	gal	1	271,200.00	0.00	271,200.00	955.45
<b>Total Water - gal</b>			<b>271,200.00</b>	<b>0.00</b>	<b>271,200.00</b>	<b>955.45</b>

*Handwritten note:* Avg. usage is 2700 gals./month

house address :

203 montclair st madison IN

The date of when the leak occurred :

I don't know what date the pipe broken, but on 10/01/24 Your staff told me there was a leak in my house. I asked them to help turn off the water.

The next day I called plumber for repairs. It took plumber 2 day to drain the water from the crawl space. Then they went to the crawl space replace a broken water pipe.

So ~~I~~ all the water was discharged in the crawl space.  
and the broken water pipe is in the crawl space.

my phone is 812-292-3174.

my name is Mei Cai

166180103



# INVOICE

3818 N. Papermill Rd.  
Madison, Indiana 47250  
(812) 273-7799  
PC 11600046

CALL DATE
SERVICE DATE 10-11-24
TECHNICIAN

NAME MAY YAMATO			
STREET			
CITY	STATE	ZIP	
PHONE 292-3174	WORK PHONE	EMAIL	

**CUSTOMER DESCRIPTION**

TECHNICIAN DESCRIPTION	AMOUNT
REPAIR LEAK UNDER HOUSE AT 203 MONTCLAIR ST.  <div style="text-align: right; font-family: cursive;">             JCL ✓ # 8255           </div>	250 00

**TERMS: DUE UPON COMPLETION**

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.

	SUB TOTAL
	TAX
X _____	TOTAL
SIGNATURE	DATE



# MADISON

*Indiana*  
Utilities Office

## **UTILITY MANAGER BPW REPORT:**

**January 6, 2025**

### **Water Project – SRF Disbursement Request L-9**

1. SRF Request No. L-9 – Commonwealth Engineers
  - One Invoice dated 09/30/2024.
    - a. Invoice 61816 in the amount of \$145.37 for American Iron and Steel Compliance Fees
    - b. Total Amount of Invoice = \$145.37
      - Amount of SRF Disbursement No. L-9 = \$145.00

## 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-9		
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:					\$	918086	
Balance Available After this Disbursement:					\$	81769	
Amount to Contractor for this Request:					\$	145	
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:					\$	145	
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 <b>Davis Bacon Act</b> / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.							
Authorized Representative Signature:				Date:	01/06/2025		
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 61816  
 Date 12/23/2024

Project W19120 Madison - Water Utility  
 Improvements

For Basic Engineering Services rendered through November 30, 2024

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

Limited NTP 2 dated 03/07/2022

Limited NTP 3 dated 01/17/2023

Amendment #2 signed 11/20/23

Amendment #3 signed 05/20/24

**American Iron & Steel Compliance**

Professional Fees

	Hours	Billed Amount
Engineering Intern III	0.75	121.31
Reproduction Processor	0.25	24.06
Professional Fees subtotal	1.00	145.37
American Iron & Steel Compliance subtotal		145.37

Invoice total **145.37**

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
<b>SOIL BORINGS</b>	17,459.53	17,459.53	17,459.53	0.00	0.00
<b>RECORD DRAWINGS</b>	12,500.00	10,443.89	10,443.89	2,056.11	0.00
<b>EROSION CONTROL</b>	3,057.96	3,057.96	3,057.96	0.00	0.00
<b>WATER MODEL UPDATE</b>	6,817.45	6,817.45	6,817.45	0.00	0.00
<b>LAND SURVEYING</b>	50,000.00	50,000.00	50,000.00	0.00	0.00
<b>FINANCIAL / LEGAL ASSISTANCE</b>	10,000.00	3,741.45	3,741.45	6,258.55	0.00
<b>START UP ASSISTANCE</b>	10,000.00	10,000.00	10,000.00	0.00	0.00
<b>AMERICAN IRON &amp; STEEL COMPLIANCE</b>	5,000.00	4,678.15	4,823.52	176.48	145.37
<b>FISCAL SUSTAINABILITY PLAN</b>	0.00	0.00	0.00	0.00	0.00
<b>REGULATORY</b>	5,891.15	5,891.15	5,891.15	0.00	0.00
<b>Total</b>	<b>120,726.09</b>	<b>112,089.58</b>	<b>112,234.95</b>	<b>8,491.14</b>	<b>145.37</b>

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between THE CITY OF MADISON (hereinafter sometimes referred to as the City), and WILLIAM JOSEPH JENNER (hereinafter sometimes referred to as Attorney), for and in consideration of past services performed by the Attorney, to the date hereof, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. The City hereby hires and employs William Joseph Jenner for the year beginning January 1, 2025, to and including December 31, 2025. During this period, the Attorney shall handle all of the regular legal work for the City of Madison, including but not limited to work for the City of Madison Historic Board, the Board of Zoning Appeals and the City of Madison Plan Commission.

2. The attorney shall perform services on behalf of the City for a fixed monthly fee of Four Thousand Five Hundred Dollars (\$4,500.00), which may include, but are not limited to the following:

- A. Giving legal advice regarding the interpretation of Ordinances and Statutes.
- B. Draft Ordinances and Resolutions on behalf of the City and or members of the City Council and Members of the Board of Public Works.
- C. The Attorney shall attend such City Council, Board of Public Works Safety, City of Madison Historic Board, City of Madison Plan Commission and City of Madison Board of Zoning Appeal meetings as the City may request either in person or virtually.

3. The Attorney shall perform services on behalf of the City, which may include, but are not limited to, the following:

- A. Giving legal advice pertaining to problems or matters arising out of the relationship between the City and its Citizens.
- B. Giving legal advice pertaining to matters or problems arising out of the

relationship between the City and its contractors, vendors, hourly noncertified employees, taxing authorities, other governmental units, or financial institutions or any other persons or institutions transacting business with the City.

- C. Giving legal advice, regarding the acquisition or purchase, disposal or sale, mortgage, pledge, or lease of any personal or real property, or tangible or intangible property.

4. The parties agree that certain services are not included within the scope of this Contract but shall be negotiated if and when the necessity arises. The parties agree that any services that pertain to litigation shall be billed at the rate of Two Hundred Fifty Dollars (\$250.00) per hour. Other excluded services may include, but are not limited to the following:

- A. Legal work relative to Bond issues or other municipal financing; and
- B. Any other extraordinary services.

5. This Contract shall be reviewed at the end of each contract year and may be changed by mutual consent of the parties or may be extended by mutual consent of the parties. If, during the period of Agreement, unusual circumstances mandate an extraordinary number of hours in regular legal services, the parties shall review the compensation provided in this Contract; however, any change in the basic retainer will require the mutual agreement of the parties, and the provision of regular legal services is not to be contingent upon a review of the retainer agreement contained herein.

6. The Attorney shall be entitled to reimbursement for photocopying in excess of one hundred (100) pages, overtime secretarial help necessarily incurred for the City matters and long-distance telephone calls and travel expenses at the rate paid by the City. Such expenses shall be documented and submitted to the City quarterly.

- 8. In the event that the Attorney deems additional counsel necessary for any

specialized legal problem or problems, Attorney shall first consult with the City and, with the consent of the City and at the City's direction, may hire counsel to assist in any particular matter. Such counsel shall be paid directly by the City, and the fee to be paid such counsel shall be negotiated by the City and such special counsel and shall be paid directly to them.

9. None of the work required by the Attorney shall be done on a basis wherein the pay is contingent in nature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Madison, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF MADISON INDIANA BOARD OF PUBLIC WORKS

BY: \_\_\_\_\_  
Bob G. Courtney, Mayor

\_\_\_\_\_  
David Carlow

\_\_\_\_\_  
Karl Eaglin

ATTORNEY:

\_\_\_\_\_  
William Joseph Jenner

**RESOLUTION 2025-1B**

**A RESOLUTION OF THE BOARD OF PUBLIC  
WORKS AND SAFETY OF THE CITY OF  
MADISON, INDIANA RETURNING DONATED PROPERTY**

WHEREAS, the purpose and intent of this resolution is to return property that was donated to the City of Madison for the purpose of establishing a community park.

WHEREAS, on March 24, 2017, J & R Real Estate Holdings donated a parcel of property on Walnut Street to be utilized as the Georgetown Memorial Park. (See attached Deed)

WHEREAS, said property was donated to the City of Madison and the deed contained a restriction that said property could only be utilized as a public park.

WHEREAS, since that donation, the City of Madison no longer desires to utilize said location as a public park and has since moved the plans for Georgetown Park to another location.

WHEREAS, due to the fact that the City of Madison no longer has a use for the property as a public park and it can no longer satisfy the restrictions pursuant to the deed and the original intent of the transfer of property, the City of Madison desires to return the property to the previous owner.

WHEREAS, City of Madison Board of Public Works authorizes the Mayor of the City of Madison to execute any and all documents necessary to transfer said property back to J & R Real Estate Holdings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that the Mayor of the City of Madison is authorized to execute any and all documents necessary to transfer the property located at Part of 912 Walnut St., Madison, IN back to J & R Real Estate Holdings.

ADOPTED this \_\_\_\_th day of January 2025.

\_\_\_\_\_  
Bob G. Courtney, Chairman

\_\_\_\_\_  
Karl Eaglin, Member

\_\_\_\_\_  
David Carlow, Member

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

*Sherry Olsen*  
AUDITOR, JEFFERSON CO.

4-18-17

201701378 WD \$20.00  
04/18/2017 01:14:01P 3 PGS  
Molly O'Connor  
Jefferson County Recorder IN  
Recorded as Presented



## WARRANTY DEED

*Part of Parcel No. 39-08-35-443-035.000-007*

**THIS INDENTURE WITNESSETH, That J & R REAL ESTATE HOLDINGS, LLC, an Indiana limited liability company, Conveys and Warrants to CITY OF MADISON, INDIANA, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Jefferson County, in the State of Indiana, to-wit:**

Beginning at the northwest corner of Lot Number 18 of said John Woodburns Addition, said point also being on the east line of Walnut Street; thence leaving said east line of Walnut Street along the north line of said Lot Number 18, South 89 degrees 48 minutes 00 seconds East for a distance of 168.00 feet to the northeast corner thereof, said point also being on the west line of a fifteen (15) foot wide public alleyway; thence along said alleyway South 00 degrees 12 minutes 00 seconds West for a distance of 90.00 feet to the southeast corner of the north half of Lot Number 22; thence along the south line of the north half of said Lot Number 22 North 89 degrees 48 minutes 00 seconds West for a distance of 168.00 feet to the southwest corner thereof, said point also being on the east line of Walnut Street; thence along said east line of Walnut Street North 00 degrees 12 minutes 00 seconds East for a distance of 90.00 feet to the point of beginning.

EXCEPTING THEREFROM the following described real estate, to-wit: Part of Lots Numbered 18 through 22 in John Woodburn's Addition North to the City of Madison, Indiana, and more particularly described as follows: BEGINNING at a railroad spike at the Northeast Corner of Lot Number 18 in John Woodburn's Addition North to the City of Madison; thence South 00 degrees 12 minutes 26 seconds West (basis of bearings per Instrument Number 2001-1966 in the office of the Jefferson County Recorder) 89.92 feet to a railroad spike at the Southeast Corner of the North Half of Lot Number 22 of said Addition; thence North 89 degrees 50 minutes 59 seconds West 10.00 feet along the South line of said North

90° 3  
GPSW

Half of Lot Number 22 to a mag nail; thence North 00 degrees 12 minutes 26 seconds East 89.93 feet to a mag nail on the North line of said Lot Number 18; thence South 89 degrees 48 minutes 00 seconds East 10.00 feet along said North line to the point of beginning.

CONTAINING 899 square feet, more or less, as surveyed by FPBH, Inc. in October, 2016.

Subject to any and all legal easements or rights of way.

Being and intended to be a part of the same real estate conveyed to J & R Real Estate Holdings, LLC by Warranty Deed dated August 15, 2016 and recorded August 17, 2016 as Instrument No. 201603051 in the Recorder's Office of Jefferson County, Indiana.

The parties hereby agree and understand that this property is to be used by the Grantee as a public park until such time that it can no longer be used for that purpose.

The undersigned, under penalties of perjury, affirm that they are the sole members of J & R Real Estate Holdings, LLC and that J & R Real Estate Holdings, LLC has authorized them to execute this deed on behalf of J & R Real Estate Holdings, LLC.

**This transfer is for no monetary consideration.**

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal, this

24<sup>th</sup> day of March, 2017.

J & R REAL ESTATE HOLDINGS, LLC

By: W. R. Williams  
William Roger Williams, Member

By: Jane K. Williams  
Jane K. Williams, Member

STATE OF INDIANA, JEFFERSON COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County, this 24<sup>th</sup> day of March, 2017 came **J & R Real Estate Holdings, LLC by its members, William Roger Williams and Jane K. Williams**, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Judy A. Schafer  
Judy A. Schafer, Notary Public

My County of Residence: Jefferson

My Commission Expires: 8-16-2021

Address of Property: Part of 912 Walnut Street, Madison, Indiana 47250  
Send Tax Statements to: 101 West Main Street, Madison, Indiana 47250  
Grantee's Address: 101 West Main Street, Madison, Indiana 47250



**I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

**William Joseph Jenner, Attorney at Law**

This instrument prepared by: William Joseph Jenner, of Jenner, Pattison, Sutter & Wynn, LLP,  
508 East Main Street, Madison, Indiana 47250, Telephone: 812-265-5132