



# MADISON *Indiana*

## Board of Public Works and Safety Agenda

**MEETING DATE:** Monday, August 18, 2025, at 11:30 AM

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

**LIVE STREAM LINK:** <https://www.youtube.com/@CityofMadisonIndianaGovernment>

- A. Calling of roll and notice of absentees.
- B. Approval of minutes
- C. Claims
  - General
  - Payroll
- D. Adjustments
- E. Unfinished business
- F. New business
  - Water Project Updates: Brian Jackson, Utilities Manager
    - 1. Change Order #4
    - 2. SRF Distribution Request 6SRFINT, MW Cole
    - 3. SRF Distribution Request 7SRFINT, Commonwealth
  - Resolution 2025-42B: Trinity United Methodist Church Trunk or Treat, Oct. 26, 2025
- G. Mayor's comments
- H. Public comments
- I. Next Meeting: **Tuesday, September 2, 2025**, at 11:30 AM.
- J. Motion to adjourn.

| Board Member       | Appointing Authority | Term                 |
|--------------------|----------------------|----------------------|
| Mayor Bob Courtney | NA                   | 1/6/2020- 12/31/2027 |
| Dave Carlow        | Mayor                | 1/6/2020- 12/31/2027 |
| Karl Eaglin        | Mayor                | 1/6/2020- 12/31/2027 |

*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 City 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*

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## Board of Public Works and Safety Minutes

**MEETING DATE:** Monday, August 4, 2025, 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 July 21, 2025, 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.

**Unfinished Business:** None.

### New business:

**Wheel Loader Comparison – Utilities Manager, Brian Jackson:** The Wastewater Department evaluated four wheel loader models for use at the Wastewater Treatment Plant and recommends purchasing the CAT 914 loader. After on-site testing, two larger models (CAT 920 and John Deere 444 G) were deemed oversized and cost-prohibitive. Between the remaining options, the CAT 914 was favored over the John Deere 344 P due to its enhanced features such as faster hydraulic cycle times, a rear-view camera, auto bucket kickout, creep speed mode, and superior warranty coverage. The total cost for the CAT 914 is \$168,500, with a net cost of \$148,500 after trading the current loader to the Street Department for \$20,000. **Motion:** Courtney moved to authorize the acquisition of the wheel loader recommendation and transfer through purchase of the smaller wheel loader to the TSO, seconded by Eaglin. All in favor, motion carried (3-0).

**Vine and Elm Parking Plans – Deputy Mayor, Tony Steinhardt:** An important part of the Main Street project is the organization of parking on the north and south side streets. The parking study and Main Street Master Plan had recommended incorporating golf cart parking and striping the parking on streets. South of Main Street, the angled parking will be on the east side of the road, and the parallel parking will be on the west side of the road. On the north side, the parallel parking will be on the east side, and the angled parking will be on the west side of the road. **Motion:** Courtney moved to approve the parking patterns as presented with the conversation of notifying affected residents, seconded by Carlow. All in favor, motion carried (3-0).

**Resolution 2025-38B: National Night Out – Aug. 11, 2025:** A request was submitted by Shawn Scudder on behalf of the City of Madison, Madison Police Department, and Madison Fire Department to temporarily close a section of Vaughn Drive for the National Night Out event scheduled for Monday, August 11, 2025. The proposed closure would span from the west side of West Street to the east side of Poplar Street, between 4:00 p.m. and 8:00 p.m. The street would be under the supervision and control of the City during that time. **Motion:** Eaglin moved to approve Resolution 2025-38B, seconded by Courtney. All in favor, motion carried (3-0).

**Resolution 2025-39B: Farmers Evening Market Street Closing – Aug. 12, 2025:** A request was submitted by Brittany Demaree on behalf of the Madison Farmers Market to close specific streets and sidewalks for their event on Tuesday, August 12, 2025, from 5:00 p.m. to 9:00 p.m. The requested closures include the southbound lane of Broadway Street (from the north side of Main Street to the south side of Third Street) and the sidewalks on the north side of Main Street from Main Street to Trinity United Methodist Church and 408 Broadway Street. **Motion:** Carlow moved to approve Resolution 2025-39B and 2025-40B, seconded by Eaglin. All in favor, motion carried (3-0).

**Resolution 2025-40B: Farmers Evening Market Street Closing – Sept. 9, 2025:** A request was submitted by Brittany Demaree on behalf of the Madison Farmers Market to close designated parking spaces for their event on Tuesday, September 9, 2025, from 4:00 p.m. to 9:00 p.m. The requested closures include parking spaces on the east side of Jefferson Street between Main Street and Second Street, as well as parking spaces on the south side of Main Street between Jefferson Street and the alley east of the Jefferson County Courthouse. **Motion:** Carlow moved to approve Resolution 2025-39B and 2025-40B, seconded by Eaglin. All in favor, motion carried (3-0).

**Public Comment re. Resolution 2025-40B:** City of Madison resident Jan Vethrus requested that the event organizers and the City ensure courthouse employees are informed about the parking space closings. The courthouse is aware of the closings and has already approved them, and a notice will be given to the employees.

**Resolution 2025-41B: Broadway Reunion – Sept. 20, 2025:** A request was submitted by Mike Perry on behalf of Eureka Lodge #30 for a street closure related to the Broadway School Reunion and Street Dance on Saturday, September 20, 2025. The proposed closure is for Broadway Street between Fourth and Fifth Streets from 3:00 p.m. to 11:30 p.m. **Motion:** Courtney moved to approve Resolution 2025-41B, seconded by Carlow. All in favor, motion carried (3-0).

**PACE Finals – 123 Central and 304 Jefferson – Historic Preservationist, Brenna Haley:** 123 Central Avenue is a rehabilitation grant project that has been completed. The scope of work included removing all vinyl siding and replacing it with LP Smart Siding. The owners are requesting the full disbursement of \$7,500.00. 304 Jefferson Street is also a completed rehabilitation grant project. The work included window replacement and painting of the structure. While the painting was not part of the approved grant scope, it was completed as part of the overall project. The owners are requesting the full disbursement of \$7,500.00. **Motion:** Courtney moved to approve the PACE Finals, seconded by Carlow. All in favor, motion carried (3-0).

**Mayor's Comments:** There are several construction projects underway across town. The Main Street restoration is set to begin this week, and the work on Clifty Drive is nearing completion. The Residences at Sunrise Crossing are also beginning to take shape, with a couple of buildings now

under construction. With August and September being busy festival months, we encourage everyone to get out and support our local events. A big thank-you to the city departments and DOC crews helping to make these festivals possible.

**Public comment:** Claude Rote (SPELLING??), 820 Fillmore Alley, voiced concern regarding the groundskeeping of the area in front of his property in front of the river.

**Next meeting:** Monday, August 18, 2025, at 11:30 AM.

**Adjourn:** Courtney moved to adjourn, seconded by Eaglin. 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**





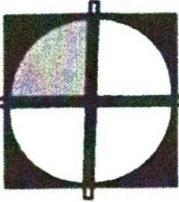


## UTILITY MANAGER BPW REPORT:

**August 18, 2025**

### **Water Project – Change Order #4 & SRF Disb. Reqs. 6SRFINT and 7SRFINT**

1. Change Order No. 4 for Division “B” – MW Cole Construction
  - a. Liquidated Damages = **\$29,000.00**
  
2. SRF Request No. 6SRFINT – MW Cole Construction  
Water Tanks & Towers {Division “B”}
  - Request No. 14 Dated 07/18/2025 for Final Retainage release.
  - Total Retainage Release Amount = \$73,792
  - Amount of SRF Disbursement 6SRFINT = 73,792; Retainage Amt. remaining = \$0
  
3. SRF Request No. 7SRFINT – Commonwealth Invoice
  - Two Invoices dated 08/15/2025.
  - a. Invoice 64002 in the amount of \$1052.40
  - b. Invoice 64003 in the amount of \$8314.66
  - c. Total Amount of Invoices = \$9367.06
    - Amount of SRF Disbursement No. 7SRFINT = \$9367



# COMMONWEALTH ENGINEERS, INC.

A wealth of resources to master a common goal.

August 18<sup>th</sup>, 2025

City of Madison  
Board of Public Works and Safety  
101 W Main St  
Madison, IN 47250

**RE: City of Madison  
Division B - Water Utility Improvements Project  
Proposed Change Order No. 4**

Dear Board:

Enclosed, for consideration and approval, please find proposed Change Order No. 4 for the City of Madison's Division "B" Water Utility Improvements Project.

The following items are included in this change order:

• Liquidated Damages (\$ 29,000.00)

**TOTAL (\$ 29,000.00)**

Due to delays associated with installation of the cathodic protection system, liquidated damages were imposed for failure to meet the final completion milestone. Liquidated damages were applied in accordance with Section 4.03 "*Liquidated damages*" of the *Agreement Between Owner and Contractor for Construction Contract*.

We find these costs to be justified and reasonable for the required work. Should you have any questions, comments, or concerns regarding the above information please feel free to contact us.

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**

Robert Bellucci, P.E.  
Project Manager

Change Order No. B-4

Date of Issuance: August 18<sup>th</sup>, 2025  
Owner: City of Madison  
Contractor: MW Cole Construction  
Engineer: Commonwealth Engineers, Inc.  
Project: Water Utility Improvements – Division B

Effective Date: TBD  
Owner's Contract No.: N/A  
Contractor's Project No.:  
Engineer's Project No.: W19120

The Contract is modified as follows upon execution of this Change Order:

Description:

Liquidated Damages– (\$29,000.00) | Total: (\$29,000.00)

Attachments:

Notice of Intent to Impose LD's

| CHANGE IN CONTRACT PRICE   | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>  |
|--|--|
| Original Contract Price:<br><br>\$ <u>1,607,500.00</u>   | Original Contract Times: <input checked="" type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days<br>Substantial Completion <u>390 Days – 2/11/24</u><br>Ready for Final Payment: <u>30 Days – 3/13/24</u><br>days or dates |
| [Increase] [Decrease] from previously approved<br>Change Orders No. <u>1</u> to No. <u>2</u> :<br><br>\$ <u>322,404.80</u> | [Increase] [Decrease] from previously approved Change<br>Orders No. <u>1</u> to No. <u>2</u> :<br>Substantial Completion: <u>42 Days</u><br>Ready for Final Payment: <u>0 Days</u><br>days or dates  |
| Contract Price prior to this Change Order:<br><br>\$ <u>1,912,904.80</u>   | Contract Times prior to this Change Order:<br>Substantial Completion <u>432 Days – 3/24/24</u><br>Ready for Final Payment: <u>30 Days – 4/23/24</u><br>days or dates   |
| [Increase] [Decrease] of this Change Order:<br><br>\$ <u>29,000.00</u>   | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: <u>393 Days</u><br>Ready for Final Payment: <u>0 Days</u><br>days or dates  |
| Contract Price incorporating this Change Order:<br><br>\$ <u>1,883,904.80</u>  | Contract Times with all approved Change Orders:<br>Substantial Completion <u>435 Days – 4/21/25</u><br>Ready for Final Payment: <u>30 Days – 5/21/25</u><br>days or dates  |

RECOMMENDED:  
By: [Signature]  
Engineer (if required)

Title: Project Manager  
Date: 8/8/25

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)

Title: Mayor  
Date: 8.14.25

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)

Title: Project Manager  
Date: 8-8-25

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



## Reilly Duffy, EI

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**From:** Reilly Duffy, EI  
**Sent:** Thursday, February 6, 2025 2:25 PM  
**To:** Yahoo  
**Cc:** Steve Birchmeier; Kelley Jeans; Robert Bellucci, PE (IN); com-inbound-madison--water-utility-imprv-div-b--storage-tanks-@procoretech.com, Jay Mitchell  
**Subject:** Madison Div. B - Project Completion Notice

Hello Mike,

Following the most recent board meeting, I spoke with the City about timeline to wrap this project up. As it stands, Division B has to complete the hilltop tank coatings, then the remaining hillside work.

The city is looking to utilize the interest from funds allocated for this project for other work in the City of Madison, but they cannot access those funds until the project is closed out with SRF.

There have been weather constraints, but the City has run out of time to wait on this Division B. They will be pursuing liquidated damages if this project cannot be finally complete by 3/31/25. Working backwards, that means that you need to be substantially complete by 3/1/25, which means all remaining work needs to be completed.

I need a schedule asap of the remaining work and when it will be complete. Schedule needs to denote the following work with dates:

- Hilltop Ground Storage Tank
  - o Finish Interior Coatings (+ Cure Time)
  - o Disinfect and Refill Ground Storage Tank
  - o Test Tank (dates 2 samples would be taken – assume samples pass)
  - o Return to service.
  - o Short Cleanup and Mobilize
- Hillside Ground Tank
  - o Mobilize equipment to site
  - o Drain Tank (Jay noted this will take 2-3 days)
    - Assume this can be done while the hilltop tank has finished refilling and we are awaiting test results.
  - o Install ladder and vent
  - o Disinfect and Refill Tank
  - o Test Tank (same procedure above)
  - o Return to service.

Please note that the period between 3/1/25 and 3/31/25 will be for completing the punch list that will be assembled in the next few weeks. To my knowledge there is a lot of surface restoration that needs to be completed, chipped concrete in various locations, and a damaged valve that will need to be addressed. Take a look at your current crews and make sure they are capable of completing the expected punch list work, or coordinating to make sure the work can be completed in that 30 day period.

I will need a few additional items for project closeout as well, that will be tied to release of final funds that I would like to get a head start on as well.

- O&M Manual

- Please request an O&M manual from the manufacturer and make sure it follows the requirements stated in DS-00.
- As-Builts
  - This will be straightforward. For the roof work, make sure you attach the associated design sheets provided by Dixon that were needed to address the roof to the full plan set.
- Final Waiver of Lien
  - This only need on your final pay application.

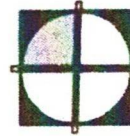
Thank you,

**Reilly Duffy, EI**  
**Engineering Intern III**

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

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

**Regional Offices:** Crown Point, Evansville, Fort Wayne, Huntingburg, Indianapolis North, and South Bend, IN | Bowling Green, KY



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# 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:                         | 6SRFINT      |
| 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 Supply and Water Treatment Plant Improvements |  |    |
| Is any part of this claim funded by an alternate funding source?  | <input type="checkbox"/> YES   | <input checked="" type="checkbox"/> NO |    |
| If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local       |  |  | \$ |
| Is any part of this claim funded by the Indiana Brownfields Program?  | <input type="checkbox"/> YES   | <input checked="" type="checkbox"/> NO |    |
| Has the Participant paid the request and is now seeking reimbursement?  | <input type="checkbox"/> YES   | <input checked="" type="checkbox"/> NO |    |
| Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter. | <input checked="" type="checkbox"/> YES                                      | <input 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:                      |  | \$ | 466,255 |
| Total Amount of Previous Disbursements:    |  | \$ | 322985  |
| Balance Available After this Disbursement: |  | \$ | 69478   |
| Amount to Contractor for this Request:     |  | \$ | 73792   |

Is any part of this request a partial or final release of retainage to the contractor? ☒ YES ☐ NO

|                  |                           |           |           |
|------------------|---------------------------|-----------|-----------|
| Contractor Name: | MW COLE CONSTRUCTION, LLC | DUNS #:   | 078760849 |
| Mailing address: | 2989 BONIFAY PATH         |           |           |
| City:            | THE VILLAGES              | State:    | FL        |
|                  |                           | ZIP Code: | 32163     |

## Wiring Information:

|               |                          |                      |            |
|---------------|--------------------------|----------------------|------------|
| Bank Name:    | REGIONS BANK             | Bank Routing Number: | 0354591139 |
| Account Name: | MW COLE CONSTRUCTION LLC | Account Number:      | 063104668  |

Retainage Amount for this Request: \$ 0

|  |                          |
|--|--------------------------|
| Participant requests that the retainage amount be held by SRF:   | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above: | <input type="checkbox"/> |
| Participant requests that the retainage amount be sent to the following bank:  | <input type="checkbox"/> |

|               |  |                      |  |
|---------------|--|----------------------|--|
| Bank Name:    |  | Bank Routing Number: |  |
| Account Name: |  | Account Number:      |  |

Total Amount of this Request: \$ 73792

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: | 08/18/2025 |
|--------------------------------------|--|-------|------------|

## For Internal Use Only:

|              |  |       |  |             |    |              |    |
|--------------|--|-------|--|-------------|----|--------------|----|
| Approved By: |  | Date: |  | GPR Amount: | \$ | Lead Amount: | \$ |
|--------------|--|-------|--|-------------|----|--------------|----|

|  |   |  |
|--|---|--|
| Application Period: 11/7/24-7/18/25                          |   | Application Date: 7/18/2025            |
| To (Owner): City Of Madison, IN                              | From (Contractor): MW Cole Construction | Via (Engineer): Commonwealth Engineers |
| Project: Water Utility Improvements                          | Contract: 1                             |  |
| Owner's Contract No.: Div B- Supply & Treatment Improvements | Contractor's Project No.:               | Engineer's Project No.: W19120-B       |

**Application For Payment  
Change Order Summary**

| Approved Change Orders         |                     |             |   |
|--------------------------------|---------------------|-------------|---|
| Number                         | Additions           | Deductions  |   |
| Change Order No. 2             | \$322,404.80        |             | 1. ORIGINAL CONTRACT PRICE..... \$ <b>\$1,607,500.00</b>  |
| Change Order No. 3             |                     | \$17,000.00 | 2. Net change by Change Orders..... \$ <b>\$276,404.80</b>  |
| Change Order No. 4             |                     | \$29,000.00 | 3. Current Contract Price (Line 1 ± 2)..... \$ <b>\$1,883,904.80</b>  |
|                                |                     |             | 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column F total on Progress Estimates)..... \$ <b>\$1,883,904.80</b>         |
|                                |                     |             | 5. RETAINAGE:   |
|                                |                     |             | a. 5% X \$ - Work Completed..... \$ <b>\$0.00</b>   |
|                                |                     |             | b. 5% X \$0.00 Stored Material..... \$ <b>\$0.00</b>  |
|                                |                     |             | c. Total Retainage (Line 5.a + Line 5.b)..... \$ <b>\$0.00</b>  |
|                                |                     |             | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ <b>\$1,883,904.80</b>  |
|                                |                     |             | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ <b>\$1,810,113.19</b>                               |
|                                |                     |             | 8. AMOUNT DUE THIS APPLICATION..... \$ <b>\$73,791.61</b>   |
|                                |                     |             | 9. BALANCE TO FINISH, PLUS RETAINAGE<br>(Column G total on Progress Estimates + Line 5.c above)..... \$ <b>\$0.00</b> |
| TOTALS                         | \$322,404.80        | \$46,000.00 |   |
| NET CHANGE BY<br>CHANGE ORDERS | <b>\$276,404.80</b> |             |   |

**Contractor's Certification**

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

a. ☐ Complied with all labor provisions of said Contract.

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

**Contractor Signature**

By: Michael Cole Date: 7/18/2025

Payment of: \$ \$73,791.61  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Reilly Duff 8/14/25  
(Engineer) (Date)

Payment of: \$ \$73,792.00  
(Line 8 or other - attach explanation of the other amount)

is approved by: Bobbie C. [Signature] 8.14.25  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)



# Progress Estimate - Lump Sum Work

# Contractor's Application

| For (Contract): 1                   |   |                      |                                    | Application Number: 11      |   |  |              |                              |
|-------------------------------------|---|----------------------|------------------------------------|-----------------------------|---|--|--------------|------------------------------|
| Application Period: 11/7/24-7/18/25 |   |                      |                                    | Application Date: 7/18/2025 |   |  |              |                              |
|                                     |   |                      | Work Completed                     |                             | E   | F  |              | G                            |
| A                                   |   | B                    | C                                  | D                           | Materials Presently<br>Stored (not in C or D) | Total Completed<br>and Stored to Date<br>(C + D + E) | %<br>(F / B) | Balance to Finish<br>(B - F) |
|                                     | Description                               | Scheduled Value (\$) | From Previous<br>Application (C+D) | This Period                 |   |  |              |                              |
| 1                                   | Bonds                                     | \$ 41,450.00         | \$41,450.00                        |                             |   | \$41,450.00  | 100.0%       | \$ -                         |
| 2                                   | Insurance                                 | \$ 49,000.00         | \$49,000.00                        |                             |   | \$49,000.00  | 100.0%       | \$ -                         |
| 3                                   | Mobilization                              | \$ 60,000.00         | \$60,000.00                        |                             |   | \$60,000.00  | 100.0%       | \$ -                         |
| 4                                   | Engineering & Submittals                  | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 5                                   | M1 - Roof Vent                            | \$ 7,500.00          | \$7,500.00                         |                             |   | \$7,500.00   | 100.0%       | \$ -                         |
| 6                                   | M1 - Interior Access Ladder (2)           | \$ 17,000.00         | \$17,000.00                        |                             |   | \$17,000.00  | 100.0%       | \$ -                         |
| 7                                   | M2 - Electrical Grounding                 | \$ 350.00            | \$350.00                           |                             |   | \$350.00   | 100.0%       | \$ -                         |
| 8                                   | M2 - Overflow Pipe Mounting Braces        | \$ 800.00            | \$800.00                           |                             |   | \$800.00   | 100.0%       | \$ -                         |
| 9                                   | M2 - Roof Hatch                           | \$ 2,000.00          | \$2,000.00                         |                             |   | \$2,000.00   | 100.0%       | \$ -                         |
| 10                                  | M2 - Hatch Locks (2)                      | \$ 100.00            | \$100.00                           |                             |   | \$100.00   | 100.0%       | \$ -                         |
| 11                                  | M2 - Interior Access Ladders              | \$ 2,000.00          | \$2,000.00                         |                             |   | \$2,000.00   | 100.0%       | \$ -                         |
| 12                                  | M2 - Drain Valve                          | \$ 3,400.00          | \$3,400.00                         |                             |   | \$3,400.00   | 100.0%       | \$ -                         |
| 13                                  | M2 - Interior Access Ladder (New)         | \$ 7,000.00          | \$7,000.00                         |                             |   | \$7,000.00   | 100.0%       | \$ -                         |
| 14                                  | M2 - Cathodic Protection System           | \$ 30,000.00         | \$30,000.00                        |                             |   | \$30,000.00  | 100.0%       | \$ -                         |
| 15                                  | M2 - Interior Surface Prep.               | \$ 125,000.00        | \$125,000.00                       |                             |   | \$125,000.00   | 100.0%       | \$ -                         |
| 16                                  | M2 - Interior Intermediate                | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 17                                  | M2 - Interior Finish Coat                 | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 18                                  | M2 - Exterior Surface Prep.               | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 19                                  | M2 - Exterior Intermediate                | \$ 15,000.00         | \$15,000.00                        |                             |   | \$15,000.00  | 100.0%       | \$ -                         |
| 20                                  | M2 - Exterior Finish Coat                 | \$ 15,000.00         | \$15,000.00                        |                             |   | \$15,000.00  | 100.0%       | \$ -                         |
| 22                                  | M3 - Electrical Grounding                 | \$ 350.00            | \$350.00                           |                             |   | \$350.00   | 100.0%       | \$ -                         |
| 23                                  | M3 - Shell Manway & Davit Arms            | \$ 5,500.00          | \$5,500.00                         |                             |   | \$5,500.00   | 100.0%       | \$ -                         |
| 24                                  | M3 - Replace Existing Manway w/ Davit Arm | \$ 800.00            | \$800.00                           |                             |   | \$800.00   | 100.0%       | \$ -                         |
| 25                                  | M3 - Cathodic Protection System           | \$ 30,000.00         | \$30,000.00                        |                             |   | \$30,000.00  | 100.0%       | \$ -                         |
| 26                                  | M3 - Interior Surface Prep                | \$ 125,000.00        | \$125,000.00                       |                             |   | \$125,000.00   | 100.0%       | \$ -                         |
| 27                                  | M3 - Interior Intermediate                | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 28                                  | M3 - Interior Finish Coat                 | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 29                                  | M3 - Exterior Surface Prep                | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 30                                  | M3 - Exterior Intermediate                | \$ 15,000.00         | \$15,000.00                        |                             |   | \$15,000.00  | 100.0%       | \$ -                         |
| 31                                  | M3 - Exterior Finish Coat                 | \$ 15,000.00         | \$15,000.00                        |                             |   | \$15,000.00  | 100.0%       | \$ -                         |
| 32                                  | M4 - Tank Foundation                      | \$ 5,000.00          | \$5,000.00                         |                             |   | \$5,000.00   | 100.0%       | \$ -                         |
| 33                                  | M4 - Electrical Grounding                 | \$ 350.00            | \$350.00                           |                             |   | \$350.00   | 100.0%       | \$ -                         |
| 34                                  | M4 - Anchor Bolts (20)                    | \$ 5,000.00          | \$5,000.00                         |                             |   | \$5,000.00   | 100.0%       | \$ -                         |
| 35                                  | M4 - Drain Valve                          | \$ 3,400.00          | \$3,400.00                         |                             |   | \$3,400.00   | 100.0%       | \$ -                         |
| 36                                  | M4 - Tank Struts                          | \$ 19,200.00         | \$19,200.00                        |                             |   | \$19,200.00  | 100.0%       | \$ -                         |
| 37                                  | M4 - Weep Holes                           | \$ 100.00            | \$100.00                           |                             |   | \$100.00   | 100.0%       | \$ -                         |
| 38                                  | M4 - Shell Manways (2)/Davit Slides (2)   | \$ 9,600.00          | \$9,600.00                         |                             |   | \$9,600.00   | 100.0%       | \$ -                         |
| 39                                  | M4 - Interior Access Ladders              | \$ 39,200.00         | \$39,200.00                        |                             |   | \$39,200.00  | 100.0%       | \$ -                         |
| 40                                  | M4 - Logos (2 - text/graphic)             | \$ 21,000.00         | \$21,000.00                        |                             |   | \$21,000.00  | 100.0%       | \$ -                         |
| 41                                  | M4 - Roof Hatch                           | \$ 6,500.00          | \$6,500.00                         |                             |   | \$6,500.00   | 100.0%       | \$ -                         |
| 42                                  | M4 - Safety Grill                         | \$ 4,900.00          | \$4,900.00                         |                             |   | \$4,900.00   | 100.0%       | \$ -                         |
| 43                                  | M4 - Cathodic Protection System           | \$ 30,000.00         | \$30,000.00                        |                             |   | \$30,000.00  | 100.0%       | \$ -                         |
| 44                                  | M4 - Interior Surface Prep                | \$ 78,000.00         | \$78,000.00                        |                             |   | \$78,000.00  | 100.0%       | \$ -                         |
| 45                                  | M4 - Interior Intermediate                | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 46                                  | M4 - Interior Finish Coat                 | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 47                                  | M4 - Exterior Surface Prep                | \$ 20,000.00         | \$20,000.00                        |                             |   | \$20,000.00  | 100.0%       | \$ -                         |
| 48                                  | M4 - Exterior Intermediate                | \$ 25,000.00         | \$25,000.00                        |                             |   | \$25,000.00  | 100.0%       | \$ -                         |
| 49                                  | M4 - Exterior Finish Coat                 | \$ 25,000.00         | \$25,000.00                        |                             |   | \$25,000.00  | 100.0%       | \$ -                         |
| 50                                  | M5 - Tank Foundation                      | \$ 5,000.00          | \$5,000.00                         |                             |   | \$5,000.00   | 100.0%       | \$ -                         |
| 51                                  | M5 - Electrical Grounding                 | \$ 350.00            | \$350.00                           |                             |   | \$350.00   | 100.0%       | \$ -                         |
| 52                                  | M5 - Anchor bolts (20)                    | \$ 5,000.00          | \$5,000.00                         |                             |   | \$5,000.00   | 100.0%       | \$ -                         |
| 53                                  | M5 - Drain Valve                          | \$ 3,400.00          | \$3,400.00                         |                             |   | \$3,400.00   | 100.0%       | \$ -                         |
| 54                                  | M5 - Windage Rods                         | \$ 10,000.00         | \$10,000.00                        |                             |   | \$10,000.00  | 100.0%       | \$ -                         |
| 55                                  | M5 - Swing Gate (2)                       | \$ 1,300.00          | \$1,300.00                         |                             |   | \$1,300.00   | 100.0%       | \$ -                         |
| 56                                  | M5 - Shell Manway (2)/ Davit Slides (2)   | \$ 4,800.00          | \$4,800.00                         |                             |   | \$4,800.00   | 100.0%       | \$ -                         |
| 57                                  | M5 - Interior Access Ladders              | \$ 13,600.00         | \$13,600.00                        |                             |   | \$13,600.00  | 100.0%       | \$ -                         |
| 58                                  | M5 - Roof Hatch                           | \$ 2,500.00          | \$2,500.00                         |                             |   | \$2,500.00   | 100.0%       | \$ -                         |

|                      |  |                        |                        |             |             |                        |               |             |
|----------------------|--|------------------------|------------------------|-------------|-------------|------------------------|---------------|-------------|
| 59                   | M5 - Safety Grill                        | \$ 1,500.00            | \$1,500.00             |             |             | \$1,500.00             | 100.0%        | \$ -        |
| 60                   | M5 - Handrail System                     | \$ 18,000.00           | \$18,000.00            |             |             | \$18,000.00            | 100.0%        | \$ -        |
| 61                   | M5 - Hatch Locks (2)                     | \$ 100.00              | \$100.00               |             |             | \$100.00               | 100.0%        | \$ -        |
| 62                   | M5 - Roof Lap Seams                      | \$ 1,900.00            | \$1,900.00             |             |             | \$1,900.00             | 100.0%        | \$ -        |
| 63                   | M5 - Cathodic Protection System          | \$ 30,000.00           | \$30,000.00            |             |             | \$30,000.00            | 100.0%        | \$ -        |
| 64                   | M5 - Interior Surface Prep               | \$ 90,000.00           | \$90,000.00            |             |             | \$90,000.00            | 100.0%        | \$ -        |
| 65                   | M5 - Interior Intermediate               | \$ 22,500.00           | \$22,500.00            |             |             | \$22,500.00            | 100.0%        | \$ -        |
| 66                   | M5 - Interior Finish Coat                | \$ 22,500.00           | \$22,500.00            |             |             | \$22,500.00            | 100.0%        | \$ -        |
| 67                   | M5 - Exterior Surface Prep               | \$ 65,000.00           | \$65,000.00            |             |             | \$65,000.00            | 100.0%        | \$ -        |
| 68                   | M5 - Exterior Intermediate               | \$ 35,000.00           | \$35,000.00            |             |             | \$35,000.00            | 100.0%        | \$ -        |
| 69                   | M5 - Exterior Finish Coat                | \$ 35,000.00           | \$35,000.00            |             |             | \$35,000.00            | 100.0%        | \$ -        |
| 70                   | M6 - Roof Hatch                          | \$ 2,000.00            | \$2,000.00             |             |             | \$2,000.00             | 100.0%        | \$ -        |
| 71                   | M6 - Safety Grill                        | \$ 1,500.00            | \$1,500.00             |             |             | \$1,500.00             | 100.0%        | \$ -        |
| 72                   | M6 - Roof Vent                           | \$ 2,500.00            | \$2,500.00             |             |             | \$2,500.00             | 100.0%        | \$ -        |
| 73                   | M6 - Interior Access Ladder (2)          | \$ 11,800.00           | \$11,800.00            |             |             | \$11,800.00            | 100.0%        | \$ -        |
| 74                   | M6 - Shell Manways (2)/ Davit Slides (2) | \$ 8,800.00            | \$8,800.00             |             |             | \$8,800.00             | 100.0%        | \$ -        |
| 75                   | M6 - Hatch Locks (2)                     | \$ 100.00              | \$100.00               |             |             | \$100.00               | 100.0%        | \$ -        |
| 76                   | M6 - Electrical Grounding                | \$ 350.00              | \$350.00               |             |             | \$350.00               | 100.0%        | \$ -        |
| 77                   | M6 - Weep Holes                          | \$ 100.00              | \$100.00               |             |             | \$100.00               | 100.0%        | \$ -        |
| 78                   | M6 - Swing Gate                          | \$ 1,000.00            | \$1,000.00             |             |             | \$1,000.00             | 100.0%        | \$ -        |
| 79                   | M6 - Ladder Guard                        | \$ 2,000.00            | \$2,000.00             |             |             | \$2,000.00             | 100.0%        | \$ -        |
| 80                   | M6 - Anchor Bolts (12)                   | \$ 5,000.00            | \$5,000.00             |             |             | \$5,000.00             | 100.0%        | \$ -        |
| 81                   | M6 - Drain Valve                         | \$ 3,400.00            | \$3,400.00             |             |             | \$3,400.00             | 100.0%        | \$ -        |
| 82                   | M6 - Tank Foundation                     | \$ 5,000.00            | \$5,000.00             |             |             | \$5,000.00             | 100.0%        | \$ -        |
| 83                   | M6 - Cathodic Protection System          | \$ 30,000.00           | \$30,000.00            |             |             | \$30,000.00            | 100.0%        | \$ -        |
| 84                   | M6 - Interior Surace Prep                | \$ 60,000.00           | \$60,000.00            |             |             | \$60,000.00            | 100.0%        | \$ -        |
| 85                   | M6 - Interior Intermediate               | \$ 12,000.00           | \$12,000.00            |             |             | \$12,000.00            | 100.0%        | \$ -        |
| 86                   | M6 - Interior Finish Coat                | \$ 12,000.00           | \$12,000.00            |             |             | \$12,000.00            | 100.0%        | \$ -        |
| 87                   | M6 - Exterior Surface Prep               | \$ 11,000.00           | \$11,000.00            |             |             | \$11,000.00            | 100.0%        | \$ -        |
| 88                   | M6 - Exterior Intermediate               | \$ 15,000.00           | \$15,000.00            |             |             | \$15,000.00            | 100.0%        | \$ -        |
| 89                   | M6 - Exterior Finish Coat                | \$ 15,000.00           | \$15,000.00            |             |             | \$15,000.00            | 100.0%        | \$ -        |
| 90                   | Finish Reports                           | \$ 1,000.00            | \$1,000.00             |             |             | \$1,000.00             | 100.0%        | \$ -        |
| 91                   | Closing Submittals                       | \$ 1,000.00            | \$1,000.00             |             |             | \$1,000.00             | 100.0%        | \$ -        |
| <b>Change Orders</b> |  |                        |                        |             |             |                        |               |             |
| 92                   | Change Order No.2 - Roof Repairs         | \$ 322,404.80          | \$322,404.80           |             |             | \$322,404.80           | 100.0%        | \$ -        |
| 93                   | Change Order No.3 - Ladder Removal       | \$ (17,000.00)         | (\$17,000.00)          |             |             | (\$17,000.00)          | 100.0%        | \$ -        |
| 94                   | Change Order No.4 - Liquidated Damages   | \$ (29,000.00)         | (\$29,000.00)          |             |             | (\$29,000.00)          | 100.0%        | \$ -        |
|                      |  |                        |                        |             |             |                        |               |             |
|                      | <b>Totals</b>                            | <b>\$ 1,883,904.80</b> | <b>\$ 1,883,904.80</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 1,883,904.80</b> | <b>100.0%</b> | <b>\$ -</b> |

Progress Estimate - Unit Price Work

Contractor's Application

|                                     |             |                  |                      |            |                             |                                 |                                    |  |  |              |                              |
|-------------------------------------|-------------|------------------|----------------------|------------|-----------------------------|---------------------------------|------------------------------------|--|--|--------------|------------------------------|
| For (Contract): 1                   |             |                  |                      |            |                             |                                 |                                    | Application Number 13                    |  |              |                              |
| Application Period: 11/7/24-7/18/25 |             |                  |                      |            |                             |                                 |                                    | Application Date: 7/18/2025              |  |              |                              |
| A                                   |             |                  |                      |            | B                           | C                               | D                                  | E  | F  |              |                              |
| Item                                |             |                  | Contract Information |            |                             | Estimated Quantity<br>Installed | Value of Work<br>Installed to Date | Materials Presently<br>Stored (not in C) | Total Completed<br>and Stored to Date<br>(D + E) | %<br>(F / B) | Balance to Finish<br>(B - F) |
|                                     | Description | Item<br>Quantity | Units                | Unit Price | Total Value<br>of Item (\$) |                                 |                                    |  |  |              |                              |
|                                     |             |                  |                      |            |                             |                                 |                                    |  |  |              |                              |
|                                     | Totals      |                  |                      |            | \$0.00                      |                                 | \$0.00                             | \$0.00                                   | \$0.00   | #DIV/0!      | \$0.00                       |

### Stored Material Summary

## Contractor's Application

[illegible]



**MW Cole Construction**

**MW Cole Construction**  
2989 Bonifay Path  
The Villages, FL.32163  
Phone: 618-593-6879

July 18, 2025

Re: Madison Indiana Water Utility Improvements Div B

Mr. Reilly Duffy,

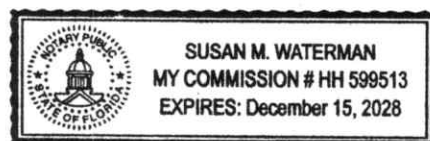
Sir, MW Cole Construction LLC has a contract with the City of Madison Indiana for Water Utility Improvements, Div B supply and treatment improvements. The time period covered is 01-17-2023 to 07-16-2025. I hear-by waive my construction lien for the amount to be paid in the amount of \$1,929,904.80.

This waiver, and release of claims together with all previous waivers if any does cover all amounts due to me for the contract improvements through the date shown above

  
Sincerely, Michael W Cole  
President, MW Cole Construction LLC

STATE OF FLORIDA  
COUNTY OF Sumter  
The foregoing instrument was acknowledged before  
me this 18 day of July 2025  
by Michael W. Cole  
who is personally known to me or has produced  
FL Driver license as identification

Notary Signature 







SURETY BOND PROFESSIONALS, INC.

1661 Worcester Road, Suite 207, Framingham, MA 01701

Office: 781-559-0568 | Fax: 781-559-0569

MW Cole Construction, LLC  
2989 Bonifay Path  
THE VILLAGES, FL 32163

Fold Here

## INVOICE

|  |                                   |   |                                      |
|--|-----------------------------------|---|--------------------------------------|
| <b>BOND #</b><br>NIN2344   | <b>INVOICE #</b><br>019427        | <b>EFFECTIVE DATE</b><br>11/17/2022                       | <b>EXPIRATION DATE</b><br>11/17/2023 |
| <b>PRINCIPAL</b><br>MW COLE CONSTRUCTION, LLC  |                                   |   |                                      |
| <b>OBLIGEE</b><br>City of Madison 101 West Main Street Madison, IN 47250   |                                   |   |                                      |
| <b>CARRIER</b><br>Merchants National Bonding, Inc.   |                                   |   |                                      |
| <b>PROJECT DESCRIPTION</b><br>Project #W19120 - Water Utility Improvements Division "B" - Storage Tanks Rehabilitation   |                                   |   |                                      |
| <b>BOND DESCRIPTION</b><br>AIA - A312 - P&P BOND   |                                   | <b>SAA CODE</b>   | <b>JOB STATE</b><br>IN               |
| <b>BOND AMOUNT</b><br>\$1,929,904.00   | <b>PREMIUM DUE</b><br>\$22,799.00 |   |                                      |
| <b>FEE DESCRIPTION</b>   |                                   | <b>INVOICE AMOUNT</b><br>\$3,224.00                       |                                      |
| <b>+FEE AMT.</b>   |                                   |   |                                      |
| <b>NOTES:</b><br>***FINAL PREMIUM IS BASED ON FINAL CONTRACT PRICE***<br>BOND/CONTRACT AMOUNT<br>Old Bond Amount = \$1,607,500.00<br>New Bond Amount = \$1,929,904.00<br>Changed Amount = \$322,404.00<br>Old Premium = \$19,575.00<br>New Premium = \$22,799.00<br>Changed Premium = \$3,224.00 |                                   | <b>PAYMENT DESCRIPTION</b><br>1598 12/01/2022 \$19,575.00 |                                      |
|  |                                   | <b>NET DUE \$3,224.00</b>                                 |                                      |

PLEASE REFERENCE BOND AND / OR INVOICE NUMBER ON CHECK  
PAYMENT IS DUE WITHIN 30 DAYS

INVOICE DATED: July 23, 2025

NOW ACCEPTING ONLINE PAYMENTS!  
PAY YOUR BILL ONLINE BY VISITING [HTTPS://SURETYBONDPROFESSIONALS.EPAYPOLICY.COM](https://suretybondprofessionals.epaypolicy.com)



**AIA**<sup>®</sup>**Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond #: NIN2344

**PROJECT:** *(Name and address)*Project #W19120  
Water Utility Improvements  
Division "B" - Storage Tanks Rehabilitation**ARCHITECT'S PROJECT NUMBER:**OWNER: ☐**CONTRACT FOR:** General ConstructionARCHITECT: ☐**TO OWNER:** *(Name and address)*City of Madison  
101 West Main Street  
Madison, IN 47250**CONTRACT DATED:** November 17, 2022CONTRACTOR: ☐SURETY: ☐OTHER: ☐In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)***Merchants National Bonding, Inc.**  
P.O. Box 14498  
Des Moines, IA 50306

on bond of

*(Insert name and address of Contractor)***MW Cole Construction, LLC**  
2989 Bonifay Path  
The Villages, Florida 32163

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety  
of any of its obligations to*(Insert name and address of Owner)***City of Madison**  
101 West Main Street  
Madison, IN 47250

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 23, 2025***(Insert in writing the month followed by the numeric date and year.)***Merchants National Bonding, Inc.***(Surety)**(Signature of authorized representative)***Mark D. Leskanic, Attorney-in-Fact***(Printed name and title)*

Attest:

*(Seal):*

Eileen Cullen, Client Service Representative



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Greg Angel; Mark D Leskanic; Matthew Leskanic

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



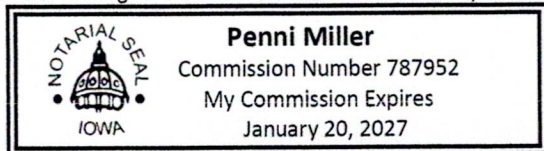
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of July, 2025.



Secretary



## SRF Disbursement Request Form

### Participant Information

|                            |                                       |   |              |
|----------------------------|---------------------------------------|---|--------------|
| Name:                      | City of Madison Municipal Water Works | SRF Loan Number:                        | DW22093903   |
| DUNS #:                    | 08-620-0326                           | Cage Code:                              | 5HXEO        |
| Mailing Address:           | 101 West Main Street                  |   |              |
| City:                      | Madison                               | State:                                  | IN           |
| Contact Person:            | Shirley Rynearson, 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:                      |  | \$ | 466,255 |
| Total Amount of Previous Disbursements:    |  | \$ | 396777  |
| Balance Available After this Disbursement: |  | \$ | 60111   |
| Amount to Contractor for this Request:     |  | \$ | 9367    |

|  |                        |                              |  |
|--|------------------------|------------------------------|--|
| 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: | \$ | 9367 |
|-------------------------------|----|------|

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: | 08/18/2025 |
|--------------------------------------|---|-------|------------|

### For Internal Use Only:

|              |  |       |  |             |    |              |    |
|--------------|--|-------|--|-------------|----|--------------|----|
| Approved By: |  | Date: |  | GPR Amount: | \$ | Lead Amount: | \$ |
|--------------|--|-------|--|-------------|----|--------------|----|



**COMMONWEALTH<sup>™</sup>**  
**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 64002  
Date 08/15/2025

Project W19120 Madison - Water Utility  
Improvements

For Basic Engineering Services rendered through August 15, 2025

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 |
|--------------------------------|-----------------|----------------|-----------------|---------------|-----------------|
| <b>PRELIMINARY DESIGN</b>      | 495,000.00      | 100.00         | 495,000.00      | 495,000.00    | 0.00            |
| <b>FINAL DESIGN</b>            | 330,000.00      | 100.00         | 330,000.00      | 330,000.00    | 0.00            |
| <b>BIDDING AND NEGOTIATING</b> | 35,000.00       | 100.00         | 35,000.00       | 35,000.00     | 0.00            |
| Total                          | 860,000.00      | 100.00         | 860,000.00      | 860,000.00    | 0.00            |

**Construction**

Professional Fees

|                            | Hours | Billed Amount |
|----------------------------|-------|---------------|
| Engineering Intern III     | 5.75  | 961.88        |
| Reproduction Processor     | 0.25  | 24.06         |
| Professional Fees subtotal | 6.00  | 985.94        |

Reimbursable Expenses

|                                | Units | Billed Amount |
|--------------------------------|-------|---------------|
| Miles                          | 36.86 | 29.67         |
| Reimbursable Expenses subtotal |       | 29.67         |
| Construction subtotal          |       | 1,015.61      |

**Additional Construction**

Reimbursable Expenses

|                                  | Units | Billed Amount |
|----------------------------------|-------|---------------|
| Miles                            | 33.42 | 26.90         |
| Reimbursable Expenses subtotal   |       | 26.90         |
| Additional Construction subtotal |       | 26.90         |

Post Construction

Reimbursable Expenses

|                                | Units | Billed<br>Amount |
|--------------------------------|-------|------------------|
| Miles                          | 12.29 | 9.89             |
| Reimbursable Expenses subtotal |       | 9.89             |
| Post Construction subtotal     |       | 9.89             |
| Invoice total                  |       | 1,052.40         |

Invoice Summary

| Description             | Contract<br>Amount | Prior<br>Billed | Total<br>Billed | Remaining | Current<br>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      | 175,000.00      | 0.00      | 1,015.61          |
| ADDITIONAL CONSTRUCTION | 20,000.00          | 19,973.10       | 20,000.00       | 0.00      | 26.90             |
| POST CONSTRUCTION       | 10,000.00          | 9,990.11        | 10,000.00       | 0.00      | 9.89              |
| Total                   | 1,065,000.00       | 1,063,947.60    | 1,065,000.00    | 0.00      | 1,052.40          |



**COMMONWEALTH<sup>™</sup>**  
**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 64003  
Date 08/15/2025  
Project W19120 Madison - Water Utility  
Improvements

For Basic Engineering Services rendered through August 15, 2025

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

**Record Drawings**

Professional Fees

|                            | Hours | Billed<br>Amount |
|----------------------------|-------|------------------|
| Designer IV                | 0.50  | 106.38           |
| Engineering Intern III     | 11.75 | 1,925.58         |
| Professional Fees subtotal | 12.25 | 2,031.96         |

Reimbursable Expenses

|                                | Units | Billed<br>Amount |
|--------------------------------|-------|------------------|
| Miles                          | 30.00 | 24.15            |
| Reimbursable Expenses subtotal |       | 24.15            |
| Record Drawings subtotal       |       | 2,056.11         |

**Financial / Legal Assistance**

Professional Fees

|                            | Hours | Billed<br>Amount |
|----------------------------|-------|------------------|
| Engineering Intern III     | 38.25 | 6,187.00         |
| Engineering Intern I       | 0.50  | 68.60            |
| Professional Fees subtotal | 38.75 | 6,255.60         |

Reimbursable Expenses

|                                       | Units | Billed<br>Amount |
|---------------------------------------|-------|------------------|
| Miles                                 | 3.66  | 2.95             |
| Reimbursable Expenses subtotal        |       | 2.95             |
| Financial / Legal Assistance subtotal |       | 6,258.55         |

Invoice total **8,314.66**

**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    | 12,500.00    | 0.00      | 2,056.11       |
| <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     | 10,000.00    | 0.00      | 6,258.55       |
| <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        | 4,995.02     | 4,995.02     | 4.98      | 0.00           |
| <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           |
| Total                                       | 120,726.09      | 112,406.45   | 120,721.11   | 4.98      | 8,314.66       |

## **RESOLUTION 2025-42B**

### **A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA REGARDING A STREET CLOSING FOR TRINITY UNITED METHODIST CHURCH'S ANNUAL TRUNK OR TREAT EVENT**

WHEREAS, there has been a request filed by Rev. Doug Walker on behalf of Trinity United Methodist Church for a street closing in connection with the church's annual Trunk or Treat event for children to be held on Sunday, October 26, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that both lanes of Broadway Street running north and south between Main Street and Third Street shall be closed from 2:00 p.m. to 7:00 p.m. on Sunday, October 26, 2025.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said street as closed shall be under the supervision and control of the Trinity United Methodist Church at the times noted above for the year 2025.

ADOPTED this 18<sup>th</sup> day of August, 2025.

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Bob G. Courtney, Chairman

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Karl Eaglin, Member

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David Carlow, Member

(SEAL)

ATTEST:

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Shirley Ryneearson, Clerk-Treasurer