REGULAR SESSION AGENDA

LOGANSPORT BOARD OF PUBLIC WORKS AND SAFETY

Wednesday, September 27, 2023

9:30 AM - City Council Chambers

CALL TO ORDER: Mayor Chris Martin

PLEDGE OF ALLEGIANCE: All in unison

ROLL CALL: Duane Ullom, Clerk-Treasurer

APPROVAL OF MINUTES: Minutes of the September 20, 2023, Meeting

APPROVAL OF CLAIMS: \$501,013.36 Including: Claims \$60,885.22

Fire Pension Pay \$34,461.44

Police Pension Pay \$65,765.32

Res. 2023-114 4 Bros, LLC \$75,000

Grant Claim – ARPA \$157,091.48

Grant Claim – Community Crossings \$107,059.90

Grant Claim – Make My Move \$750.00

PUBLIC COMMENT:

OLD BUSINESS:

NEW BUSINESS:

- Contracts/Agreements
 - ARKOR Architects & Engineers

Arin Shaver

- Little Turtle Waterway Trail Depot Restrooms
- o BCA Environmental Consultants

Jacob Pomasl

- Recommendation for Contract Award Following Release of Funds
 Trelleborg Building Pad Demolition
- o Wiers International

Tony Shanks

- Proposal for New Dump Truck
- Street Department

Tony Shanks

- Applications for Curb/Street Cut
 - NIPSCO 330 Haney Ave
 - NIPSCO 617 Washington St
 - NIPSCO 3060 N Pennsylvania Ave
 - NIPSCO 720 Helm St

- NIPSCO 901 Race St
- o City Street Closure Requests
 - 360° Life Center/Salvation Army Pack the Pantry Cruise In/Car Show, 10/6/2023, 3-9 p.m.
 - Logansport Memorial Hospital LMHF River Bluff Fun Run & Walk, 10/7/23, 7-11 a.m.
 - All Saints Parish Mobile Food Pantry, 11/3/23, 10 a.m.-1:30 p.m.
- Police Department

Travis Yike

- New Standard Operating Policy 423
- Code Enforcement

Randy Ulery

Weekly Report

BOARD MEMBER COMMENTS:

MISCELLANEOUS BUSINESS AND ANY MATTERS NOT ALREADY CONSIDERED INCLUDING ADA SECTION 504 COMPLIANCE OR CONCERNS:

ADJOURNMENT

REGULAR SESSION MINUTES

LOGANSPORT BOARD OF PUBLIC WORKS AND SAFETY

Wednesday, September 20, 2023

9:30 AM – City Council Chambers

CALL TO ORDER: Deputy Mayor Jacob Pomasl called the meeting to order at 9:30 a.m.

PLEDGE OF ALLEGIANCE: The pledge was recited in unison.

ROLL CALL: Duane Ullom, Clerk-Treasurer.

PRESENT: Jacob Pomasl, BJ Cox.

ABSENT: Chris Martin.

ATTORNEY PRESENT: Kelly Leeman.

MEDIA: Hallie Gallinat.

OTHERS PRESENT: Lonnie Keefer, Shawn Heishman, Nate Garrison, Amber Garrison,

John "Tony" Shanks, Bob Bernhardt, Travis Yike, Janet Fawley, Mark VanHorn, Branson Eber, Ross Anderson, Aryan Patel, Rick Bair, Randy Ulery, Rob Rennewanz, Cristhian Montero-Morales, John O'Conner, Kassy Hoover, Clayton Frye, Jason Rozzi, Chris

Rozzi.

APPROVAL OF MINUTES: Minutes of the September 13, 2023, Meeting

Motion: to approve the Minutes from September 13, 2023, as presented, Action: Approved,

Moved by: Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

APPROVAL OF CLAIMS: \$489,055.06 Including: Claims \$72,993.85

Payroll 9/14/2023 \$249,151.11
Ord 2022-55 Intern Claims \$2,616.50
Grant Claims \$56,390.19
Trash \$107,903.41

BJ inquired about the ordinance claims. Duane explained those are for a summer intern program through the CEDIT fund that allows for interns that are enrolled in college to be paid up to \$1,000. Jacob mentioned it is a local company that gets reimbursed for the intern. Duane

confirmed, mentioning the company hires someone to come in from college and we reimburse them for part of their salary.

Motion: to approve the claims as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

PUBLIC COMMENT:

OLD BUSINESS:

NEW BUSINESS:

- Contracts/Agreements
 - Crossroad Engineers Change Order 001

Ross Anderson

Ross came forward and mentioned this change order is for Deichman; Crossroad is the engineer. This is for the Riverside parking lot project. They ran into some footers that they were unaware were there. They are asking for a change order just under \$10,000 and the Redevelopment Commission is paying for this. BJ asked if this is going to cost the city anything. Ross stated, "No. The Redevelopment Commission is paying."

Motion: to approve Change Order 1 for Deichman Excavating, for the Event Center project, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

BCA Environmental Consulting

- Jacob Pomasl
- Phase 1 Environmental Site Assessment Update for Exide

This property has finally been acquired by the city and this is the second update because these are only good for six months before acquiring the property or we lose eligibility for some of the grants that will be utilized over the next couple of months to clean up that site. This is something BCA put together for the city. Jacob asked Duane if he knew how much is left in the ordinance from council on the ARPA and what they allocated. He suggested \$30,000. Duane confirmed the acquisition component of \$30,000 but does not know how much is left due to the city having to pay some taxes. Jacob stated whatever is not covered can come from their legal services. This was crucial to get done and there may be some reimbursements components for the city from the IFA. He mentioned working through all of that with BCA. This was a step the city had to take before acquiring the property.

Motion: to approve the Phase 1 Environmental Site Assessment Proposal from BCA Environmental Consultants, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

o KJG Architecture, Inc.

Jan Fawley

- Proposal for Engineering Design & Construction Repair Services
 - Spencer Park Shelter

Jan explained this is the contract for the lower shelter at Spencer Park. This is for the design and construction. KJG Architecture, Inc are developing the plans for what needs to be repaired. Steinberger will be the contractor to repair it. The original estimate was between \$50,000-\$80,000 to do the repairs. They will know better once the design work is complete. There is \$100,000 in their budget to cover this cost.

Motion: to approve the Contract with KJG for the Spencer Park Shelter, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

o Baker Tilly Duane Ullom

Proposed Financial Advisory & Accounting Services

Duane explained this is an addendum to what is already contracted with them. The contract is nearing the end, cost-wise. This will add an extra \$10,000 that could be used as needed for the rest of the year. This will come out of the Clerk-Treasurer's Contractual Services. Duane stated he is well underbudget and this will allow use until the first of January.

Motion: to approve the Financial Advisory and Accounting Services Amendment for Baker Tilly, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Translation Agreement – Angeles Sanchez

Jacob Pomasl

Duane communicated there needs to be a date added for when this is to start. Jacob asked if this person has been used for anything. To Duane's knowledge this person has not been used. From the gallery, Kassy explained meeting her at Riverside for the car seat event and her being from the high school. Jacob stated the contract will start today.

Motion: to approve the Translation Agreement for Angeles Sanchez, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Electrical License
 Jacob Pomasl

Mark Springman d/b/a Springman Electrical Service

Motion: to approve the Electrical License for Mark Springman d/b/a Springman Electrical Service, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Police Department

Travis Yike

Nathan Garrison to Lieutenant – Effective 9/20/23

Chief Yike and Nathan Garrison came forward. The chief presented the request for the promotion of Sergeant Nate Garrison to Lieutenant. Nate has been with LPD for over 12 years. He has been a part of SWAT, department trainer, shift supervisor and is currently on the night shift, overseeing the night shift. With the movement of Sergeant Nolte, it has freed up some promotions from Corporal to Sergeant and now a Lieutenant position. Nate has met all the requirements for the promotion and Chief Yike is asking the board to accept the promotion, effective today.

Motion: to approve the Promotion Request of Nathan Garrison from Sergeant to Lieutenant, effective 9/20/23, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Street Department

Tony Shanks

- Applications for Curb/Street Cut
 - 40 E Industrial Blvd. Work is located along E Industrial Blvd and approximately 377' within the right-of-way
 - 80 E Industrial Blvd. Work is located S of E Industrial Blvd and approximately 3' within the right-of-way

Tony came forward explaining both of these are from Comcast, both are on Industrial Blvd, both are in the right-of-way, and both to install fiber optic cable.

Motion: to approve the Application for Curb/Street Cut at 40 E Industrial Blvd and 80 E Industrial Blvd, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Cemetery

Bob Bernhardt

Monthly Report – August 2023

Bob came forward to share highlights from the August 2023 Monthly Cemetery Report. The cemetery had a total of 12 internments, four traditional burials, eight cremations, sold five graves, drove 988 miles, did their normal maintenance of the cemetery, and finally got the water turned on for the west and north ends after more than a year.

Motion: to approve the Cemetery Monthly Report for August 2023, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Parks & Recreation

Jan Fawley

Monthly Reports, Park & Golf Mileage Report – August 2023

Jan came forward to share highlights from their August 2023 Monthly Report. The Nerf War was held, there were about 70 participants. They also participated in the Memorial Hospital resource fair and Healthy Kids Day, and both were well attended events. The clubhouse work is ongoing. They met with Cass County Council to discuss cart path funding and it looks positive. The funds awarded were received from the Patronicity grant for the dog park. She communicated they are looking for a spring 2024 ribbon cutting. Lots of demolition between now and then. Muehlhausen Aquatic Center and Splash Pad closed on 9/5. A complete report showed attendance at the pool this summer was almost 6,000 and total income was almost \$22,000. Fundraising started for Christmas in the Park. Spencer Park will be shutting down starting November 1 for set up. The septic system for the new restroom on the west end of Dykeman Park has been completed. They are still working on options for the building itself. They got a grant from the Cass County Visitor's Bureau to replace some of the interpretive signs around the city: one at Riverside, one at Stonewall Park, and one at the Heritage Park fountain. Jan and Kara toured the Kokomo Urbin Outreach Program. It was very eye opening and well done. She would love to bring some of those things to Logansport. The stage was moved a bunch in August, picnic tables as well. Fairview has the new Security Federal boulder in front of the pavilion. It has now become the Security Federal Savings Bank Community Pavilion. Several of the old light poles at Riverside have been converted to LED and there is now light at night. They have a co-op student, Arturo Cortez, working in the afternoons with their maintenance staff, especially with mechanical issues. Also have Intern, Kylie Langley, who is working on the press releases, additional stories, histories, and things like that. Her focus is journalism. Alex Sprinkle attended the certified playground safety inspector training in Fort Wayne, and they are still waiting to hear about the test results.

Motion: to approve the Park & Recreation Monthly Report and Mileage Reports for August 2023, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

Code Enforcement

Randy Ulery

Weekly Report

Last week there were 18 new trash violations issued with 28 cleared by the owners, and zero citations sent out. There were 30 trash container warnings sent out last week and one citation sent out. There were two more vehicles tagged and four moved from the week before. Four new first notices were sent out for grass, with 24 cleared by the property owners. The report states eight properties were sent to the Street Department to be mowed but Randy believes that is incorrect. He does not think he had any to send over after Monday. There were four second notices sent out with 11 properties cleared by the owners. There were zero notices to appear, one property brought before the Board of Works, and one property cleanup ordered.

Motion: to approve the Code Enforcement Weekly Report, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

- Requests for Property Clean-Up or Multiple Violation Properties
 - 400 Howard St or Pamela Zeider

Jacob asked if anyone was present to represent this property. Randy stated this started on 8/30 with a complaint. This is on a highly visible corner lot and is also a multiple violation property. This will be the third notice sent this year to this property. They clean the property up and then it goes back to the way it was. Pictures from 8/30 show it being rough. Getting into September is not much better. As of this morning, a lot of the trash and debris has been picked up and they have been trying to pile some stuff up. They are trying to do it but it keeps going back to a mess. Jacob asked if it was owner occupied. Randy stated he believes so. He has reached out, knocking on the door, certified letters, and no response from these people. Last time this property was in, there was a \$250 fine placed with the opportunity to appeal with no response. Jacob asked where this falls under the tier system. Randy explained it falls under tier three which would be a \$500 to \$1,000 fine. Jacob suggested \$500, Randy agreed. Randy communicated he wishes for them to understand that being on the corner, he is going to get a lot of complaints. This is kind of a highly traveled area in that spot. Jacob acknowledged some the sidewalk being blocked. Randy understands they have kids' stuff there but that is not the concern. He commented, when there is trash laying around and debris on the sidewalks preventing people from walking down it, that is where the issue that needs to be addressed. Mr. Leeman asked if they paid the \$250 fine. Randy confirmed they did not.

Motion: to approve the property clean up at 400 Howard St and assess \$500 multiple violations fine, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

■ 1800 Woodlawn Ave or Ana Francisco Tomas

Jacob asked if anyone was present to represent this property. Randy stated this started on 8/28 with a complaint. There is trash and debris in the back and it is a highly visible area. Randy tried knocking on the door, along with sending certified mail out, all with no response. As of this morning the problem is unresolved. Jacob asked if there were any previous violations. Randy

stated there has not been anything in the last 12 months. There were some before and grass issues but no trash in the last 12 months. Today, this is here for a property clean up. BJ commented it looks like there was a garage in that site that was tore down. Randy confirmed it has been down for years.

Motion: to approve the property clean up at 1800 Woodlawn Ave, as presented, **Action:** Approve, **Moved by:** Jacob Pomasl, **Seconded by:** BJ Cox. Motion passed unanimously.

BOARD MEMBER COMMENTS:

BJ congratulated Nate on the promotion. He recalled working with him several times over the years and he has always been good to everyone. Jacob echoed BJ's comment, congratulating Nate on the promotion.

MISCELLANEOUS BUSINESS AND ANY MATTERS NOT ALREADY CONSIDERED INCLUDING ADA SECTION 504 COMPLIANCE OR CONCERNS:

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Motion: to adjourn the meeting at 9:53 a.r Seconded by: BJ Cox. Motion passed unar	m., Action: Adjourn, Moved by: Jacob Pomasl ilmously.
Jacob Pomasl, Deputy Mayor	Duane Ullom, Clerk-Treasurer
Audio and Video recorded on 9/20/2023.	

BOARD OF PUBLIC WORKS AND SAFETY City of Logansport

Claims	\$60,885.22
OTHER	
Fire Pension Pay Police Pension Pay	\$34,461.44 \$65,765.32
Res 2023-114 4Bros	\$75,000.00
Grant Claim-ARPA	\$157,091.48
Grant Claim-Comm Crossings 2	\$107,059.90
Grant Claim-Make My Move	\$750.00
TOTAL	\$501,013.36



2023 OWNER / ARCHITECT AGREEMENT FOR:

ARCHITECTURAL & ENGINEERING DESIGN SERVICES

Made as of the 20th day of September, 2023 Initial/Date: _____

Between the Owner: Name: City of Logansport – Board of Works ("Owner" herein)

Address: 601 East Broadway

City/ State/ Zip: Logansport, Indiana 46947

Phone Number: 574.753.7775 (Arin Shaver, Executive Director of Planning)

Email: <u>arin.shaver@co.cass.in.us</u>

And the Architect: ARKOR Architects & Engineers¹ ("ARKOR" herein)

117 N. 4th Street, Suite 'A', Lafayette, Indiana 47901 765.429.4070

Project Name: LITTLE TURTLE WATERWAY TRAIL – DEPOT RESTROOMS

Project Location: 421 4th Street Logansport, Indiana

Project Number: PC-23121

1.0 - PROJECT DESCRIPTION

The Logansport/Cass County Planning Department would like to remodel the old Train Depot Building into Restrooms to support the nearby Little Turtle Waterway Trail and the Logansport Parks Department. This building is currently being used for Office Space. The intent of this proposal is to describe services to create *Construction Documents (CD)* that are suitable for Final Construction Estimates, submittal to the Indiana Department of Homeland Security (State Plan Review) and Local Plan Review; as well as *Construction Administration (CA)* phases of the project to see the construction to completion. This Agreement is based upon information provided by the Owner (See Section 4.1) and is subject to change pending actual project scope.

2.0 - SCOPE OF SERVICES

- 2.1 Incorporate Owner provided Sketches and Investigate Existing Conditions (field measurements).
- 2.2 Work directly with the Owner and prepare *Design Development (DD)* (preliminary) documents illustrating scale and relationship of project components as defined by Owner/ Architect meetings.
- 2.3 Conduct design sessions in addition to the initial consultation, not to exceed (2) two sessions.
- 2.4 Perform Code Study services addressing current state and local design guidelines (fire code and life safety issues).
- 2.5 Prepare and certify detailed *Construction Documents (CD)* based upon **Owner-Approved** preliminary documents (work outlined in Section 2.2) including:
 - 2.5.1 Architectural Drawings:
 - Title Sheet including building data, project information, Life Safety Plan and sheet index.
 - Architectural Site Plan (site specific) reflecting 'general' existing site conditions and placement of building on the site; see SECTION 4 for Owner Responsibilities.
 - Record Documents (Existing Conditions) Floor Plan(s) including demolition plan as required.
 - **Proposed Floor Plan(s)** including room dimensions, door/ window sizes, ceiling height(s), wall sizes, plumbing fixture location(s)/ sizes, and other general specifications.
 - Proposed Door and Window Schedules including style, hardware specifics and Elevation/Details.
 - Room Finish Schedules including floor, wall, and ceiling finishes and trim specifications.
 - Interior Elevations and Details including Restrooms.
 - Exterior Elevations and Details including front, rear and (2) two side elevations. Elevations will include potential new window and door locations.
 - Wall Sections (as required); structural review by Professional Engineer.
 - 2.5.2 Structural Drawings:
 - Modifications or Repair as required; structural review by Professional Engineer.
 - 2.5.3 Mechanical Drawings:
 - Heating, cooling and exhaust systems
 - Duct Runs, diffusers, and grilles as required
 - 2.5.4 Electrical Drawings:
 - Electrical receptacle, light fixture (type), and switching locations
 - Data and telephone outlet locations as directed by the Owner

2023 OWNER / ARCHITECT AGREEMENT

PC-23121 LOGANSPORT PARKS – DEPOT RESTROOM

September 20), 2023
Initial/Date: _	

2.5.5 Plumbing Drawings:

- Sanitary Sewer, Venting, and Water Supply Lines (hot and cold).
- 2.6 Work directly with and coordinate plans during the *Design Development (DD)* phase with sub consultants of the Owner's choice including, but not limited to interior designers, security system providers, kitchen designers, sound/ entertainment designers and/ or landscape architects/ designers.
- 2.7 Submit plans and Application for Construction Design Release to the state (Indiana) for review.
- 2.8 ARKOR will provide drawings printed to file; from which copies can be made at the Owners expense.
- 2.9 Construction Administration (CA)/ Observation:
 - 2.9.1 Site Visits by ARKOR no more than twice during construction are included
 - 2.9.2 Prepare Supplemental Instructions to the G.C. where clarifications are required.

3.0 – ADDITIONAL SERVICES (Items Not included in Section 2 - SCOPE OF SERVICES)

- 3.1 Photo Realistic Computer Generated or Artist Renderings or Architectural Models
- 3.2 Site Engineering/Surveying; Design, Drafting, and Specifications; (ARKOR can coordinate services with a design firm of owner's choice, this proposal includes no formal surveying or site drainage information).
- 3.3 Interior Design and Decorating Furniture, Equipment and Material Selections, Etc.
- 3.4 Reflected Ceiling Plans including all ceiling-surface amenities and ceilings 'types'.
- 3.5 Prepare and Certify COMcheck Energy Compliance Certificates (Building constructed before 1978 not required)
- 3.6 Landscape Architecture, Plans and Details for Decks, Gazebos, Retaining Walls, Etc.
- 3.7 Sound System Design and Drafting including Architectural Acoustical Design
- 3.8 Fire Alarm System Design and Drafting and Specifications (if required)
- 3.9 Sprinkler System (if required) Design, Drafting, and State Submittal (including application)
- 3.10 Specification Book
- 3.11 All Work Associated with Variance Procedures (if necessary)
- 3.12 Detailed Construction Estimates / Contractor Selection / Coordination / Bid Process
- 3.13 Construction Management and all materials to be used to complete the project
- 3.14 Construction Administration (CA)/ Observation: If the Owner desires more extensive project observation above what is written in the agreement, or full-time project representation, the Owner can request that such services be provided by the Architect/ Engineer as Additional Services. CA/ Observation can include, but not limited to:
 - Additional Site Visits during construction
 - Shop Drawing Review
 - Prepare Field Report for each Site Visit
 - Review and Approve Pay Applications by G.C.
 - Prepare Construction Change Directives and Change Orders
 - Prepare project Punch List prior to Substantial Completion of Work
- 3.15 Record Documents (Post Construction)

4.0 - OWNER / GENERAL CONTRACTOR RESPONSIBILITIES

- 4.1 The Owner shall furnish all information, requirements, reports, data, surveys, Geotechnical Information, and instructions required by this Agreement. ARKOR shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors. The Owner represents and warrants that it has the right to use this information for the project and will defend and indemnify ARKOR from and against any claims to the contrary.
- 4.2 Owner shall make decisions and provide direction to ARKOR (when necessary) in a timely manner. Failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous materials or differing site conditions may alter design fees. In addition, if the delays resulting from any such causes increase the cost or time required by ARKOR to perform its services in an orderly and efficient manner, ARKOR shall be entitled to a reasonable adjustment in schedule and compensation.
- 4.3 The Owner shall be responsible for State Filing Fees.
- 4.4 The Owner shall be responsible for plan submittal (and fees) to *local* Building Department.
- 4.5 Interior and exterior material style and color selections other than what is required by code
- 4.6 Interior and exterior signage other than what is required by code
- 4.7 Provide (1) one point of contact in which all correspondence, communication, and direction will flow.
- 4.8 Owner shall be responsible to ensure the Owner's contractors or consultants are well aware of their responsibilities regarding the Contract/ Construction Documents (CD); it is the General Contractor's responsibility to field-verify all measurements contained in the plan set.

2023 OWNER / ARCHITECT AGREEMENT

PC-23121 LOGANSPORT PARKS - DEPOT RESTROOM

Sept	temt	oer	20,	2023
Init	ial/D	ate	:	

5.0 - ARCHITECTURAL AND ENGINEERING DESIGN FEES

5.1 Fees for the aforementioned services will be a FIXED SUM of:

\$10,000 (Ten Thousand Dollars)

5.2 Payment for services shall be as follows:

Construction Documents Complete \$10,000

Total Fee 100% Complete

- 5.3 Progress invoices shall be issued on the first of every month based on the work completed to date with payment (via check or cash) due upon receipt.
- If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to ARKOR are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, ARKOR may call for renegotiation of appropriate portions of this Agreement. ARKOR shall notify the Owner of the changed conditions necessitating renegotiation, and ARKOR and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.
- 5.5 Additional services, if required, will be billed according to CURRENT RATES; 2023 rates are as follows:

Architect (Registered); PM	\$175.00/hr*	Snr. Architectural Designer; PM	\$130.00/hr
Architect (Registered)	\$130.00/hr	Architectural Designer (PM)	\$115.00/hr
Snr. Architect (Graduate); PM	\$130.00/hr	Arch. Designer / CAD Tech	\$100.00/hr
Architect (Graduate)	\$115.00/hr	Arch. Intern / CAD Tech	\$80.00/hr
Architect (Intern)	\$80.00/hr	Administration / Clerical	\$65.00/hr
Engineer (Registered); PM	\$175.00/hr*	Interior Designer (Reg); PM	\$130.00/hr
Engineer (Registered)	\$130.00/hr	Interior Designer (Registered)	\$115.00/hr
Engineer (EIT)	\$115.00/hr	Interior Designer	\$100.00/hr
Engineer (Intérn)	\$80.00/hr	Interior Designer (Intern)	\$80.00/hr
*Expert Witness (Testimony/ Dep)	\$20.00/hr	Reimbursable Expenses	Cost + 15%

- 5.6 If payment is not received by ARKOR for undisputed invoices within (15) fifteen days after issued for such services, then such invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the fifteenth day. Failure to issue payment as outlined herein may delay the project schedule.
- 5.7 Scope of services and fees as outlined herein are valid for (30) thirty days from the "date submitted" indicated after which time this proposal becomes null and void.
- 5.8 ARKOR requests the ability to place an "ARKOR" sign at the jobsite throughout the duration of construction.

6.0 - ADDITIONAL TERMS AND CONDITIONS

- 6.1 MECHANICS LIEN: ARKOR reserves the right to file a Mechanic's Lien on the property if it is not paid for its services as outlined herein. ARKOR will provide pre-lien notice within thirty (30) days of the first work performed or first delivery.
- 6.2 **DEFAULT:** Upon default by either party, the non-defaulting party may pursue any and all remedies available at law or in equity, including but not limited to specific performance. All remedies shall be cumulative and not exclusive. No delay or omission by either party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by either party of any right or remedy shall preclude other future exercise thereof, of any right or remedy. If either party should default or breach this Agreement, the non-defaulting/non-breaching party shall recover reasonable attorney's fees and legal expenses to enforce this Agreement.
- 6.3 RIGHT TO CURE: In the event the Owner is displeased with any services provided by ARKOR under the terms of this contract, the Owner shall provide ARKOR the opportunity to cure with written notice with an opportunity to cure within (30) thirty days.
- VENUE: The parties agree that if any dispute arises between the Owner and ARKOR or either party brings a lawsuit, then jurisdiction and venue shall be in Tippecanoe County, Indiana.
- 6.5 **TERMINATION:** In the event of termination of this Agreement by either party, the Owner shall within fifteen (15) calendar days of termination pay ARKOR for all services rendered and all reimbursable costs incurred by ARKOR up to the date of termination, in accordance with the payment provisions of this Agreement. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving ARKOR not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
 - 6.5.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - 6.5.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - 6.5.3 Suspension of the Project or the ARKOR's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate;
 - 6.5.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of ARKOR, the Owner shall pay ARKOR, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by ARKOR in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination; Termination Fees Maximum of \$500.00.

6.6 **DISCLAIMER:** Each party agrees that each has read this Agreement, understands it and further states that each has received a copy of the same. It is agreed to by all parties that all prior negotiations are merged into this Agreement, that all terms and conditions of this Agreement are included herein, and that no verbal agreement of any kind shall be binding upon the parties hereto. However, this Agreement may be modified by a written agreement executed by both parties.

2023 OWNER / ARCHITECT AGREEMENTPC-23121 LOGANSPORT PARKS – DEPOT RESTROOM

September 20, 2023
Initial/Date:

- 6.7 WAIVER: No waiver by either party of any default by, or obligation, shall be effective unless in writing, or operate as a waiver of any obligation or default in the future.
- MISCELLANEOUS: Any notice required to be given pursuant to the provision of this Agreement shall be in written form and shall be delivered by certified or registered mail to the last known address of the recipient or shall be personally delivered. This instrument contains the entire agreement of the parties and all prior agreements and discussions are merged herein. Each party has had the opportunity to review and revise this Agreement and to obtain advice of counsel regarding it, and neither party shall be deemed to have drafted it for purposes of any future construction. If any term or provision of this Agreement is deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement, except that which is deemed invalid or unenforceable, shall be valid and be enforceable to the fullest extent permitted by law.
- 6.9 **LÍMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the Project to both the Owner and ARKOR, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of ARKOR and its' officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees and costs and expert-witness fees and costs, so that the total aggregate liability of ARKOR and its' officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed ARKOR's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 6.10 UNAUTHORIZED CHANGES: In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by ARKOR without obtaining ARKOR's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore, the Owner agrees to waive any claim against ARKOR and to release ARKOR from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless ARKOR from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to ARKOR's construction documents without the prior written approval of ARKOR and that further requires the Contractor to indemnify both ARKOR and the Owner from any liability or cost arising from such changes made without such proper authorization.
- 6.11 COPYRIGHT: Preliminary and final drawings will be provided to, and be the property of the Owner for the construction of this building at the aforementioned location <u>only</u> unless written approval has been obtained from ARKOR. ARKOR shall retain all common law, statutory and other reserved rights, including, without limitation, the copyright thereto. Reproduction of such information is prohibited without written consent of ARKOR. This Agreement, in its entirety, is the property of ARKOR and cannot be distributed in any form to any business, entity, or person(s) engaged in any type of business which is considered competitive with ARKOR; for any purpose without written consent of ARKOR. ARKOR reserves the right to pursue legal compensation and damages in such an event.
- 6.12 CORPORATE PROTECTION: It is intended by the parties to this Agreement that ARKOR's services in connection with the Project shall not subject ARKOR's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ARKOR, an Indiana corporation, and not against any of ARKOR's individual employees, officers or directors.

7.0 - CONTRACT ACCEPTANCE

This Agreement, comprising pages 1 through 4 is the entire Agreement between the Owner and ARKOR. It supersedes all prior communications, understandings and agreements, whether oral or written. We the undersigned hereby accept this proposal as a binding contract. No provisions of this Agreement may be modified; amendments to this Agreement must be in writing and signed by both the Owner and ARKOR. A signed copy of this agreement and first payment is required to secure a position on our work schedule.

ARKOR Architects & Engineers1:	City of Logansport – Board of Works:
By: Andrew A. Switzer or David M. Funk (Principals)	Ву:
Andrew A. Switzer or David M. Funk (Principals)	Printed:
Date:	Date:
	Ву:
	Printed:
	Date:
	By:
	Printed:
	Date:



September 12, 2023

City of Logansport, Indiana City Council 601 E. Broadway, Suite 203 Logansport, Indiana 46947 Attn: Deputy Mayor Jacob Pomasl

> RE: Recommendation for Contract Award Following Release of Funds Trelleborg Building Pad Demolition One General St., Logansport, Indiana 46947

Deputy Mayor:

On or before September 6, 2023, bids were received in your office for the Building Pad Demolition and Site Restoration of the former Trelleborg Automotive building located at One General Street in Logansport, Indiana. Five (5) contractors submitted bids.

Since the bid opening on September 6, BCA Environmental Consultants (BCA) has reviewed and evaluated the bids.

The following table shows the total base bids submitted by the contractors and the optional line items, if relevant.

BID COMPARRISON

BIDS	Advanced Demolition Services	Renascent, Inc.	Green Demolition	Dore & Associates	Brandenburg
Total Base Bid*	\$419,776.79	\$641,900	\$872,000	\$1,095,200	\$1,683,537

^{*}Contractors Option 1 price shown above. Option 2 costs did not significantly decrease the over bid price. In some instances, Option 2 significantly increased the bid price. See attachment.

BCA has reviewed the bid packages for completeness to determine if a responsive submittal has been made. The bid package for the apparent low bidder, Advanced Demolition Services (Advanced Demolition) was reviewed. The bid package submitted by Advanced Demolition contained the following items:

Completed Bid Form

This is prepared consistent with bid documents and is judged to be responsive to the bid request.

State Form 96 with Non-Collusion Affidavit

State Form 96 is completed, properly executed and notarized. This is consistent with bid documents and is judged to be responsive to the bid request.

Non-debarment, Non-Discrimination Clause Certification

This is executed consistent with bid documents and is judged to be responsive to the bid request.

Affirmative Action Form

This is executed consistent with bid documents and is judged to be responsive to the bid request.

Certificate of Insurance

This is prepared consistent with bid documents and is judged to be responsive to the bid request. Although the City of Logansport will need to be listed as additionally insured on the Advanced Demolition Certificate of Insurance. Advanced Demolition plans to add the City once they are selected as the Contractor. Advanced Demolition will also add the appropriate level of umbrella coverage (\$5,000,000) to their insurance.

Bid Bond (5% of Bid)

Advanced Demolition submitted a Bid Bond in the amount of \$20,988.84 (5%) for the low bid total of \$419,776.79. This is permissible and is judged to be responsive to the bid request.

E-Verify Affidavit

This is executed consistent with bid documents and is judged to be responsive to the bid request.

Advanced Demolition has been determined to have submitted substantially completed bid documents and their submittal appears to be responsive. Advanced Demolition has completed numerous projects of similar scope and type of work. BCA is not aware of any information which might be interpreted as rendering the contractor as not responsible.

Advanced Demolition is projecting to start rubbilizing the slab in October with removal and cleanup in January, if awarded the project; or later if preferred. Advanced Demolition will complete the project this winter.

BCA, therefore, recommends the award of the Demolition and Site Restoration at the Trelleborg site to Advanced Demolition Services of McComb, Ohio.

We hope this review has been helpful and we appreciate the opportunity to be of service to the City of Logansport. If you have any questions, I may be contacted at (317) 749-0055.

Sincerely,

Jacob Teuschler

BCA Project Manager

Cc: Jenni Mykkanen, NCIRPC (electronic)

Attachment

BID FORM

TRELLEBORG - CITY OF LOGANSPORT DEMOLITION & SITE RESTORATION ITEMIZED PROPOSAL-BID

BID EVALUATION SUMMARY

		Advanced Demolition					_								
				ed Demolition		scent, Inc		Demolition		& Associates		ndenburg			
100000000000000000000000000000000000000	ESTIMATED					UNIT	TOTAL DDIOE	UNIT	TOTAL	UNIT		UNIT		UNIT	
NO	QUANTITY	UNIT	DESCRIPTION			PRICE	TOTAL PRICE	PRICE	PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE
1	1	LSUM	Mobilization and Erosion Control				\$ 44,089.13		\$ 25,000.00		\$ 80,000.00		\$ 50,000.00	-	\$ 235,175.00
2	1	LSUM	Site Demolition (Includes Option 1)				\$ 272,401.02		\$522,600.00		\$ 600,000.00		\$ 934,300.00		\$ 1,203,162.00
3	500	TON	Limited Soil Excavation & Disposal (City Option)			\$ 54.94	\$ 27,470.10	\$43.00	\$ 21,500.00	\$ 100.00	\$ 50,000.00	\$83.00	\$ 41,500.00	\$ 200.00	\$ 100,000.00
4	1,800	TON	Supply, Place, Grade & Compact Granular Fill Material			\$ 26.20	\$ 47,166.54	\$ 26.00	\$ 46,800.00	\$ 40.00	\$ 72,000.00	\$ 14.00	\$ 25,200.00	\$ 45.00	
5	600	TON	Supply, Place, Grade Topsoil & Seeding (City Option)			\$ 42.50	\$ 25,500.00	\$ 35.00	\$ 21,000.00	\$ 66.66	\$ 40,000.00	\$ 32.00	\$ 25,200.00	\$ 72.00	\$ 43,200.00
6	1	LSUM	Demobilization				\$ 3,150.00		\$ 5,000.00		\$ 30,000.00			-	\$ 21,000.00
			TOTAL AMOUNT BASE BID				\$ 419,776.79		\$641,900.00		\$ 872,000.00		\$ 1,095,200.00		\$ 1,683,537.00
2.3	40,000	Sq.Ft.	Ashpalt Demolition (City Option)			\$ 3.25	\$ 130,031.38	\$ 0.70	\$ 28,000.00	\$ 0.75	\$ 30,000.00	\$ 1.25	\$ 500,000.00	\$ 2.40	\$ 96,000.00
2.4	1	LSUM	Credit for leaving 20x40' PCB Concrete, or similar				-888.00		-5,000.00	-	-4,000.00		\$ 14,200.00	-	-1,000.00
	1	LSUM	Option 2: Crush Concrete/Stockpile on City Property (City Option)				\$ 104,400.00		-6,500.00	-	\$ 150,000.00		0.00		DNI
-	-		(Option 2 will be a positive number if it cost more, a negative number if it cost less (than O	ption)			-							
2.5	1	cu. yds.	Crush and handle unplanned concrete exceeding 12" thick			\$ 68.65		\$75.00		\$ 100.00		DNI		\$ 200.00	
Contractor is currently registered on Sam.Gov Yes No		No	Yes		Yes	_	Yes		DNI		Yes	_			
l acknowledge Receipt of Addendum 1 - Dated August 24, 2023 Yes No.		No	Yes		Yes		Yes		Yes		Yes	-			
I ackn	owledge Red	ceipt of A	ddendum 2 - Dated August 31, 2023	Yes	No	Yes		Yes	-	Yes		Yes		Yes	-
I ackn	owledge Red	ceipt of A	ddendum 3 - Dated September 1, 2023	Yes	No	Yes	-	Yes	-	Yes		Yes		Yes	

DNI = Did Not Include, LSUM=Lump Sum, Sq.Ft.=Square Feet, LFT=Linear Feet, Cu. Yds.=Cubic Yards, GAL=Gallons, DRUM=55 Gallon Drum, TBD=To Be Determined, TON=Tonnage, TANK=Tank, WIN = Window Select "Yes" or "No" to the specified line items by Circling Yes or No. and provide a price for each

Signature: _	July Jan 20	
Date:	9/12/2023	

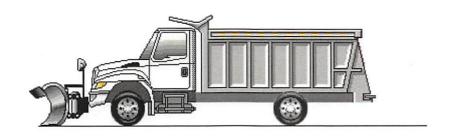


Prepared For:

Logansport Street Depart Tony Shanks 612 Race St. Logansport, IN 46947-2705 (574)753 - 4610 Reference ID: N/A

Presented By: Wiers International Trucks, Inc. Tom Moran 2111 Jim Neu Drive Plymouth IN 46563 -(574)936-4076

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile 2025 MV607 SBA (MV607)

AXLE CONFIG:

4X2

APPLICATION:

Front Plow with spreader

MISSION:

Requested GVWR: 35000. Calc. GVWR: 36220. Calc. GCWR: 80000

Calc. Start / Grade Ability: 42.66% / 2.40% @ 55 MPH

Calc. Geared Speed: 76.7 MPH

DIMENSION:

Wheelbase: 160.00, CA: 92.90, Axle to Frame: 61.00

ENGINE, DIESEL:

(Cummins L9 300) EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM

Governed Speed, 300 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with

PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity

AXLE, REAR, SINGLE:

(Dana Spicer S23-172) Single Reduction, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.38

CAB:

Conventional, Day Cab

TIRE, FRONT: TIRE, REAR:

(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position (4) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive

SUSPENSION, REAR, SINGLE:

23,500-lb Capacity, Vari-Rate Springs

PAINT:

Cab schematic 100WP

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Code	<u>Description</u>	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 160.00 Wheelbase, 92.90 CA, and 61.00 Axle to Frame.	5354/2774	8128
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION (Navistar) 4x2	0/0	Ö
	Notes		•
	: Pricing may change if axle configuration is changed.		
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x	165/345	510
	0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL		
1LSE	BUMPER, FRONT Swept Back, Steel, Painted Gray, Heavy Duty	50/-7	43
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	142/-37	105
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	75/-75	0
2AST	AXLE, FRONT NON-DRIVING (Meritor MFS-14-122A) I-Beam Type, 14,000-lb	79/0	79
	Capacity		
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb	74/0	74
	Capacity, with Shock Absorbers		
	Includes		
	: SPRING PINS Rubber Bushings, Maintenance-Free		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-29/-21	-50
	Includes		
	: BRAKE LINES Color and Size Coded Nylon		
7	: DRAIN VALVE Twist-Type		
:	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument		
	Cluster		
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel		
	: PARKING BRAKE VALVE For Truck		
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2		
	for 6x4		
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for		
	6x4/8x6		_
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4	9/21	30
	Modulator) Full Vehicle Wheel Control System		4=
4EDN	AIR DRYER (Bendix AD-9SI) with Heater, Includes Safety Valve	19/-2	17
4EXP	BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 Sqln	16/0	16
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Sqln Spring Brake	0/39	39
4EYD	AIR DRYER SHIELD to Protect from Debris	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAG	SLACK ADJUSTERS, FRONT (Gunite) Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR (Gunite) Automatic	0/14	14
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	37/1	38
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of	25/32	57
	Cab, Perpendicular to Rail	0/0	0
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10 124/0	10 124
4XDP	BRAKES, FRONT (Meritor 16.5X5 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	124/0	124
AVDD	BRAKES, REAR (Meritor 16.5X7 Q-PLUS CAST) Air S-Cam Type, Cast Spider,	0/195	195
4XDR	Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/133	133
5708	STEERING COLUMN Tilting	14/2	16
	STEERING COLONIN THUNG STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5CAW 5PSA	STEERING WHEEL 4-Spoke, 10 Dia., Black STEERING GEAR (Sheppard M100) Power	28/-6	22
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	7/21	28
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side	132/46	178
, DLVV	Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab		
7WAZ	TAIL PIPE (1) Turnback Type	5/4	9
, **/ **	1/ 11 - 1 - 1 (1) 1 WILLIAM 1 1 JA -		-

<u>Code</u>	<u>Description</u>	F/R Wt (lbs)	Tot Wt (lbs)
7WDM	EXHAUST HEIGHT 10'	15/12	27
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	10/7	17
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes	U/U	U
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of		
	Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for		
	Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals,		
	Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5		
	Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp	0/0	0
	Capacity, Pad Mount, with Remote Sense		
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper,	2/0	2
	Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber		
	Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/		
	Turn		
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top	25/28	53
	Threaded Stud	0/0	^
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights;	0/0	0
	Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	410	
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes	1/0	1
	Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of		
ODAN/	Header Console in Cab	5/0	5
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPR	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8RPT 8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for	2/0	2
01113	Front Plow Applications	2.0	_
8VBE	HORN, ELECTRIC (1) Trumpet Style	0/0	0
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted	-15/23	8
0.05	Left Side Back of Cab		
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring	2/1	3
	Effects for Customer Furnished Back of Cab Light		
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush	1/0	1
	Mounted on Cab or Sunshade		
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except	0/0	0
	Back-up Lights		
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-	8/0	8
	Crank Protection		
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip	0/0	0
	Indicators, Replaces All Fuses	0.10	_
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of	0/0	0
	Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps,		
0.74.17	Parking Lights and Reflectors	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	J

<u>Code</u>	<u>Description</u>		Tot Wt
8XPN	LICE DODT One LICE A Bord and One LICE O Bord I and die Instrument Bord	(lbs)	(lbs)
9AAB	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR Model Badges LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HCZ	GRILLE Stationary, Molded in Black, with Chrome Surround	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	0/0 5/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	5 0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	Includes : PAINT SCHEMATIC ID LETTERS "WP"	0/0	Ū
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming;	0/0	0
IOAGB	Includes Five Year Data Plan and International 360	0/0	U
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
10WKK	KEYS - ALL ALIKE, ID I-0608 Compatible with Z-100	0/0	ő
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension	12/0	12
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C,	0/0	Ō
	Freeze Protection		-
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u>		
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12EYW	ENGINE, DIESEL (Cummins L9 300) EPA 2024, 300HP @ 2200 RPM, 860 lb-ft	571/-7	564
	Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)		
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual	11/-1	10
	Torque Device for Disengaged Fan Speed		
	<u>Includes</u>		
	: FAN Nylon	0.10	•
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12VJS	EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for	0/0	0
	Calendar Year 2024	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary,	0/0	0
40.04	Variable Speed; Mounted on Steering Wheel	0/0	0
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument	0/0	U
40147140	Panel for Customer Use	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	U
4014/75	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle	0/0	0
12WZE		0/0	U
12XBM	Regulations ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body	0/0	0
IZADIVI	Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch	0,0	•
	Control, for Cummins B6.7 and L9 Engines		
12XCA	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 Sqln	0/0	0
IZACA	Louvered, with 477 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler	0.0	•
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission	0/0	0
12,00	Warranty		_
13BDR	TRANSMISSION, AUTOMATIC (Allison 3500 RDS) 6th Generation Controls, Wide	213/70	283
TODER	Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes		
	Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway		
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use	1/0	1
.5,,,,,	with Allison 1000 & 2000 Series Transmission		
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional	0/0	0
: # * * * *	Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223		
	• • •		

Code	<u>Description</u>	F/R Wt (lbs)	Tot Wt (lbs)
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	Ö
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
14AWL	AXLE, REAR, SINGLE {Dana Spicer S23-172} Single Reduction, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.38	0/311	311
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	0/39	39
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	0/90	90
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	Ŏ
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	-3/0	-3
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab	9/8	17
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab Includes	0/0	0
	: CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
16975	HEATER HOSES Silicone	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes	0/0	0
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear		
	Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for		
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel		
	Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or		
	Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant		
	Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and		
4011011	Secondary (if Air Equipped)	1/0	4
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	0/0	1 0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	U
4C INT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest,	-13/-5	-18
16JNT	Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	- 13/-3	-10
16RPV	SEAT, PASSENGER (National 2000) Air Suspension, High Back with Integral	65/28	93
1014 V	Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust		
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with	0/0	0
103911	Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust	O/O	Ū
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	Notes		
	: Mirror Dimensions are Rounded to the Nearest 0.5"		

Code	Description		Tot Wt
16SSB	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Breakaway, Black	(lbs) 0/0	(lbs) 0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab Includes	0/0	0
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger		
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted		
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver		
46\// //	Side with Toll Ticket Strap		
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	42/0	42
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE (Breeze) Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WSE	LOW WASHER FLUID INDICATOR	1/0	1
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16XWJ	WINDSHIELD WIPER BLADES Snow Type	2/0	2
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUK	WHEELS, FRONT (Accuride 29169) DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	12/0	12
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472"	0/24	24
2244	Thick Increased Capacity Disc and Steel Hubs	0.00	^
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes	0/0	0
	1 Switch Pack with Latched Switches	00/0	00
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	86/0	86
7382135440	(4) TIRE, REAR 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive	0/204	204
	Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
	Total Component Weight:	7521/4194 (lbs)	11715 (lbs)
		(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL®

Financial Summary 2025 MV607 SBA (MV607)

August 28, 2023

(US DOLLAR)

<u>Description</u>	•	<u>Price</u>
Factory List Prices:		
Product Items	\$147,054.00	
Service Items	\$0.00	
Total Factory List Price Including Options:	× .	\$147,054.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$150,154.00
Less Customer Allowance:		(\$55,954.00)
Total Vehicle Price:		\$94,200.00
Total Sale Price:		\$94,200.00
Total Per Vehicle Sales Price:		\$94,200.00
Net Sales Price:		\$94,200.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Price Quote Disclaimer:

Wiers International Trucks, Inc. does not have control over manufacturer price increases due to:

Model Year changes due to extended lead time in manufacturing.

Material Surcharges

Delivery Charges

As a result, any increases from Truck Manufacturers or Body Companies will be passed on to the end purchaser.

Any cancellation of existing order will result in \$5,000.00 termination fee.

Approved by Seller:	Accepted by Purchase	
Official Title and Date	Firm or Business Name	
Authorized Signature	Authorized Signature and Date	
This proposal is not binding upon the seller without Seller's Authorized Signature		
	Official Title and Date	

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

APPLICATION FOR CURB CUT AND/OR STREET CUT

This application, with a diagram of where the street or curb is to be cut, must be signed and delivered to the Logansport Street Department, Division of Public Works, located at 612 Race Street, Logansport, IN, 46947.

The Logansport Board of Works must approve this application before the work is done. The Board meets every Wednesday morning at 10:00 in the Logansport City Council Chambers, located on the third floor of the City Building, 601 E. Broadway. Requests approved by the Street Commissioner prior to 3:30 p.m. on Monday will be on the Board of Works agenda for discussion and/or approval the following Wednesday.

Date:
OWNER'S/BUSINESS NAME:
ADDRESS: _330 Haney Ave, Logansport, IN 46947
CONTACT NAME, PHONE # & EMAIL: Gabby Keenan, (614) 460-4625, gkeenan@nisource.com
CONTRACTOR: NIPSCO
ADDRESS: 1619 W LOGANSPORT ROAD, PERU, INDIANA 46970
PHONE:(614) 460-4625
REASON FOR CUT: NIPSCO crew to repair a minor gas leak and perform general maintenance.
START DATE: 9/28/2023 END DATE: 10/28/2023
Check: street cut alley cutX right of way boring under/no cut street alley
PRECISE LOCATION: (must be completed) Work to be done in right of way across the street north of property.
How will the cut be repaired & by whom? Restore to existing conditions.
Anticipated date of repair: 10/28/2023
Draw diagram (site plan) on a letter size (8.5 x 11) piece of paper where curb cut, or street cut will be located. Cuts for driveway, etc. must be 5 ft. from property lines and 25 feet between curb cuts.
It is the responsibility of the property owner to ensure utility locates are completed prior to work being done. For locates, call 811.
PLEASE SEE NEXT PAGE FOR ZONING REQUIREMENTS FOR DRIVEWAYS.
Date: 9.19.23
Street Commissioner
Date: Board of Works
designee cc: Street Department when approved

Pg 1 of 2

Application for Curb Cut and/or Street Cut City of Logansport, Indiana

Rev. 03-01-18

APPLICATION FOR CURB CUT AND/OR STREET CUT

This application, with a diagram of where the street or curb is to be cut, must be signed and delivered to the Logansport Street Department, Division of Public Works, located at 612 Race Street, Logansport, IN, 46947.

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Date:	
OWNER'S/BUSINESS NAME:	
ADDRESS: 617 Washington St, Logansport, IN 46947	
CONTACT NAME, PHONE # & EMAIL: Gabby Keenan, (614) 460-4625, gkeenan@nisource.c	om
CONTRACTOR: NIPSCO	
ADDRESS: 1619 W LOGANSPORT ROAD, PERU, INDIANA 46970	
PHONE: (614) 460-4625	···
REASON FOR CUT: NIPSCO crew to repair a minor gas leak and perform general maintenance.	
START DATE: 9/28/2023 END DATE: 10/28/2023	
Check: street cut alley cutX right of way boring under/no cu	tstreet alley
PRECISE LOCATION: (must be completed) Work to be done in right of way across the street r	north of property.
How will the cut be repaired & by whom? Restore to existing conditions. Anticipated date of repair: 10/28/2023	
Draw diagram (site plan) on a letter size (8.5 x 11) piece of paper where curb cut, or street cut will Cuts for driveway, etc. must be 5 ft. from property lines and 25 feet between curb cuts. It is the responsibility of the property owner to ensure utility locates are completed prior to v	
For locates, call 811.	,
PLEASE SEE NEXT PAGE FOR ZONING REQUIREMENTS FOR DRIVEWAYS.	~
Date: 9.19-25	
Date:Board of Works	
designee cc: Street Department when approved	
Rev. 03-01-18	Pg 1 of 2

Pg 1 of 2

APPLICATION FOR CURB CUT AND/OR STREET CUT

This application, with a diagram of where the street or curb is to be cut, must be signed and delivered to the Logansport Street Department, Division of Public Works, located at 612 Race Street, Logansport, IN, 46947.

The Logansport Board of Works must approve this application before the work is done. The Board meets every Wednesday morning at 10:00 in the Logansport City Council Chambers, located on the third floor of the City Building, 601 E. Broadway. Requests approved by the Street Commissioner prior to 3:30 p.m. on Monday will be on the Board of Works agenda for discussion and/or approval the following Wednesday.

Date: 9/20/2023
OWNER'S/BUSINESS NAME:
ADDRESS: 3060 N Pennsylvania Ave, Logansport, IN 46947
CONTACT NAME, PHONE # & EMAIL: Gabby Keenan, 614-460-4625, gkeenan@nisource.com
CONTRACTOR: NIPSCO
ADDRESS: 1619 W LOGANSPORT RD, PERU, INDIANA 46970
PHONE: 614-460-4625
REASON FOR CUT: NIPSCO crew to excavate a 4x4 bell hole to repair minor gas leak and perform general maintenance
START DATE: 10/4/2023 END DATE: 11/3/2023
Check: street cut alley cut right of way boring under/no cut street alley
PRECISE LOCATION: (must be completed) Locate southwest side of property.
How will the cut be repaired & by whom? Restore to existing conditions
Anticipated date of repair: 11/3/2023
Draw diagram (site plan) on a letter size (8.5 x 11) piece of paper where curb cut, or street cut will be located. Cuts for driveway, etc. must be 5 ft. from property lines and 25 feet between curb cuts. It is the responsibility of the property owner to ensure utility locates are completed prior to work being done.
For locates, call 811.
PLEASE SEE NEXT PAGE FOR ZONING REQUIREMENTS FOR DRIVEWAYS.
Date: 9.20.23 Street Commissioner
Date:
designee cc: Street Department when approved

Pg 1 of 2

Rev. 03-01-18



LOCATION SKETCH:



APPLICATION FOR CURB CUT AND/OR STREET CUT

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The Logansport Board of Works must approve this application before the work is done. The Board meets every Wednesday morning at 10:00 in the Logansport City Council Chambers, located on the third floor of the City Building, 601 E. Broadway. Requests approved by the Street Commissioner prior to 3:30 p.m. on Monday will be on the Board of Works agenda for discussion and/or approval the following Wednesday.

Date: 9/18/2023
OWNER'S/BUSINESS NAME:
ADDRESS:720 Helm St, Logansport, IN 46947
CONTACT NAME, PHONE # & EMAIL: Gabby Keenan, (614) 460-4625, gkeenan@nisource.com
CONTRACTOR: NIPSCO
ADDRESS: 1619 W LOGANSPORT ROAD, PERU, INDIANA 46970
PHONE: (614) 460-4625
REASON FOR CUT: NIPSCO crew to repair a minor gas leak and perform general maintenance.
START DATE: 9/28/2023 END DATE: 10/28/2023
Check: street cut alley cutX right of way boring under/no cutstreetX alley
PRECISE LOCATION: (must be completed) Work to be done in the alley on the north side of property and in the right of
way on the south side of the property.
How will the cut be repaired & by whom? Restore to existing conditions.
Anticipated date of repair: 10/28/2023
Draw diagram (site plan) on a letter size (8.5 x 11) piece of paper where curb cut, or street cut will be located. Cuts for driveway, etc. must be 5 ft. from property lines and 25 feet between curb cuts.
It is the responsibility of the property owner to ensure utility locates are completed prior to work being done. For locates, call 811.
PLEASE SEE NEXT PAGE FOR ZONING REQUIREMENTS FOR DRIVEWAYS. Date: 9.19.23 Street Complissioner
Date:
Board of Works designee
cc: Street Department when approved

Rev. 03-01-18

APPLICATION FOR CURB CUT AND/OR STREET CUT

This application, with a diagram of where the street or curb is to be cut, must be signed and delivered to the Logansport Street Department, Division of Public Works, located at 612 Race Street, Logansport, IN, 46947.

The Logansport Board of Works must approve this application before the work is done. The Board meets every Wednesday morning at 10:00 in the Logansport City Council Chambers, located on the third floor of the City Building, 601 E. Broadway. Requests approved by the Street Commissioner prior to 3:30 p.m. on Monday will be on the Board of Works agenda for discussion and/or approval the following Wednesday.

discussion and/or approval the following Wednesday.	.m. on Monday will b	e on the Board of Works agenda	tor
Date: 9-24-2023			
OWNER'S/BUSINESS NAME: KELSEY STCLAIR			
ADDRESS: 901 RACE ST LOGANSPORT IN 46947			
CONTACT NAME, PHONE # & EMAIL: _574-807-5982			
CONTRACTOR: NIPSCO – MARKTHOMPSON@NISOU	RCE.COM		
ADDRESS: 1619 W LOGANSPORT ROAD, PERU IN 4697	0		
PHONE: 765-469-7312			
REASON FOR CUT: INSTALL GAS LINE			
START DATE: OCT 2 2023 END DA	ATE: OC	TT 10 2023	
Check: street cut alley cut X_ righ	t of wayx_	boring under/no cut: _xstree	et alley
PRECISE LOCATION: RIGHT OF WAY WEST SIDE OF	9 TH ST		
How will the cut be repaired & by whom?THE HOLE WI	LL BE FIXED - NIPS	SCO CONTRACTOR	
Anticipated date of repair: 10-20-2023			
Draw diagram (site plan) on a letter size (8.5 x 11) piece of pa Cuts for driveway, etc. must be 5 ft. from property lines and 2			
It is the responsibility of the property owner to ensure utilifier locates, call 811.	ity locates are compl	eted prior to work being done.	
PLEASE SEE NEXT PAGE FOR ZONING REQUIREMENT	rs for driveway	s.	
Date: 9.25.23	- Street C	A ta	
Date:			
designee	Board of	Works	
cc: Street Department when approved			
Rev. 03-01-18		Pg 1 of	2
1 Attachment			

SERVICE REQUEST JOINT SVC: YES: NO: NB Specialist/Engineer: MARK THOMPSON
NIPSCO SERVICE REQUEST JOINT SVC: YES: NO: NO: NB Specialist/Engineer: MARK THOMPSON GAS X ELECTRIC LOA: 180 READY DATE: PHONE # 765-469-7312
CUSTOMER INFORMATION
Name <u>KELSEY STCLAIR</u> Phone # <u>574-807-5982</u> Site ID#: <u>406701006</u>
Address 901 RACE ST City LOGANSPORT Maximo_
Grid Code KL25B Tax Unit E-17 Township EEL County Cass CIS
Builder X Phone # X Pwrplt
Subdivision X Lot# X Scan
Customer / Special Request: INSTALL GAS SERVICE
LOCATE INFORMATION Other Locate Information:
Yes No Yes No Yes No
Locates Required 🔲 Locate entire property 🔲 🔯 NIPSCO path flagged, staked or white lined 🔯 🗍 Road Bore 🔯 🗍
Within City Limits ☐ Property:N☐S☐E☐W☐ Closest Intersecting Road: 9TH ST Within 1/4 mile ☐
Locate Both Sides of the Road: Locate # Date Good: Time Good: Date Exp.:
ELECTRIC GAS TDSIC: BORING NIPSCO FRANCHISE: Yes X
Type: OVH: UG: Gas MTR size: AC 250 Hole Hog: YES Work Order #: 49003-18
Electric MTR size: Regulator size: 3/4" Directional boring required: NO GIS ID #: 4317692
EL XFRM Load #: Pull back camera required: YES MAXIMO #: M10357277 Sewer Video Required: NO Maximo #:
Entrance Amp: Delivery Pressure: 6-7" WC Sewer CAM - Maximo #: N/A Permit #: N/A
SHORT FORM WORK ORDER Maximo #:
Project is NOT located within an area of environmental concern, follow basic environmental compliance plan. No environmental review required Project is in area of environmental concern, Submit to PEIF to NPR and follow Site Specific ECP. (Attached)
HOG STREET TEE LOCATION: "SO CL (RACE ST) WO CL (9TH ST) PROPOSED EXCESS FLOW VALVE: SERIES (700 OR 1800) WHICHEVER COMES WITH THE TEE NAME OF 1" PLASTIC GAS SERVICE. ALLEY ALLE
Pull Back Camera used and Video Verified Clear with Site Investigation Performed: Yes No
Work performed by: See Related Sewer Card: Yes No Security No UMAC Excess flow rating @10 PSIG EV Model/Series: Manufacturer: UMAC
Material: MD-PL STL Riser type: Test duration:@
Isolated service: Yes No Anode # SVC Flagged: Yes No Nominal diameter:
Joint Service Vertically Side by side
Excess flow valve not Installed: Main less then 10# Multi-cust Contaminant Ev cap not available
Approved by Engineering Manager:
Completed By(print): COMPANY: ID# DATE:
Retention - Permanent Rev. 2 - 4.6.2020
INSTRUCTION - 1 SIMALISM



City Street Closure Request Board of Public Works & Safety

Randall Birk					
Name of Organization: 360° Life Center/Salvation Army Conject 574 722 1979					
Contact Phone #: 574 336-4948 Angela Email: angela . Cole 46947 agmail. com					
Additional Contact: Shad Clements Phone #: 574 601 7448					
Name of Event: Pack The Pantry Cruise In Car Show Date(s) of Event: 10/6/23 to 10/6/23					
Time for street(s) to be closed: 3pm reopen: 9pm Time of Event: 4p to 8p					
Street to be closed: Wheathand Ave from Heath St Street to Wikinson Street					
Will you be requesting a noise variance? NO Keezing wheatkend & W. Linden					
1. YOU MUST NOTIFY the following people to make sure they do not have any objections to this event:					
A. Police Chief, Travis Yike 753-4101 Date approved: 09-21-25 hitial: 72-4					
Will you be utilizing the Police Dept. or Civil Service for traffic control? No Yes How many?					
• Where will they be located?					
B. Fire Chief, Rick Bair 753-3102 Date approved: 9-22.23 Initial:					
C. Street Commissioner, Tony Shanks 753-4610 Non-profit organizations may line up barricades/cones through the Street Department Date approved: 9-77-75 initial: 9-77-75 initi					
 What street(s) will be closed and where? YOU MUST INCLUDE MAP showing exactly where the street(s) are to be closed. If it is an event that uses a route, indicate the entire route on the map. 					
3. YOU MUST PROVIDE A CERTIFICATE OF LIABILITY INSURANCE with this application showing the City of Logansport as the certificate holder in the amount of at least \$1,000,000.00					
ADDITIONAL INFORMATION: This is a request only and does not guarantee that it will be approved.					
• The road closure will not be approved unless this request if filled out completely and the Certificate of Insurance and map of the event are attached. After receiving approval from the Chief of Police and the Fire Chief, requests must be turned in to the Street Department located at 612 Race Street. Upon Street Commissioner approval, the Street Department will forward the request to the Mayor's Office. Requests shall be submitted by 9am on the Monday prior to the Board of Works meeting on Wednesday. Please be sure to give yourself enough time to get approval for your event.					
 The Board of Works meets each Wednesday at 9:30 AM in the City Council Chambers on the 3rd floor of the City Building, 601 East Broadway, Logansport, IN. 					
 If your closure includes a State Highway, you must notify the Mayor's Office prior to turning in your request. It is wise to come to the meeting the day your request is up for approval in case the Board has additional questions so it is not delayed. 					
FESTIVALS / SPECIAL EVENTS WITH MUSIC - PLEASE BE MINDFUL OF THE CITY'S NOISE ORDINANCE					
Date:Board of Works designee:					

360°life center

Logansport, IN

Salvation Army

620 Wilkinson St. Logansport, IN. 46947

pack the pantry car & bike cruise in



EVENT OF THE WEEK





\$20 Registration fee

Sponsor by:





Accepting non-perishable food items, soap & paper products

Contact Angela Cole 574-336-4948 or angela,cole46947@gmail.com Shad Clements 574-601-7448



360 life center pack the pantry car & bike cruise in

\$20.00Pre-Entry

Dash Plaques for the 1st 50 cars and 50 bikes pre-registered

Mail to: Angela Cole 1705 Johnson St.

Logansport, In.46947

Name		Phone	
Address		City, State, Zip	
Club	7 74 71 77	Email Address	
Year	Make	Model	
		se of all liability from 360 life center or participants involved in e event. Not responsible for loss, theft, accidents	the
Signa	ture	Date	
		The same was a second recording to the same s	

Make checks payable to: Angela Cole 1705 Johnson St. Logansport, In. 46947

Venmo Payments: Angela Cole @Angie46947

Cash App: Angela Cole \$angie46947

For payment questions call :574-336-4948

For event information call: 574-336-4948 or 574-601-7448



I	Jarete	Vaz	·	residing at the
follo	owing address	601	Wilkinson	Street
Give	e consent for t	he street	to be closed on	10/06/2023 from
3pm	1-9pm.			
Sign	ned: Kark III) 4 E		
Date	2:			
	09/10/	2023	3	

I residing at the
following address 615 Wilkinson
Give consent for the street to be closed on 10/06/2023 from
3pm-9pm.
Signed:
Date:
10720-23

1 1/0 Ramiso Oific residing at the
following address 619 Whinden QV.
Give consent for the street to be closed on 10/06/2023 from
3pm-9pm.
Signed: Januar S
Date:
9-20-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2023

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

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

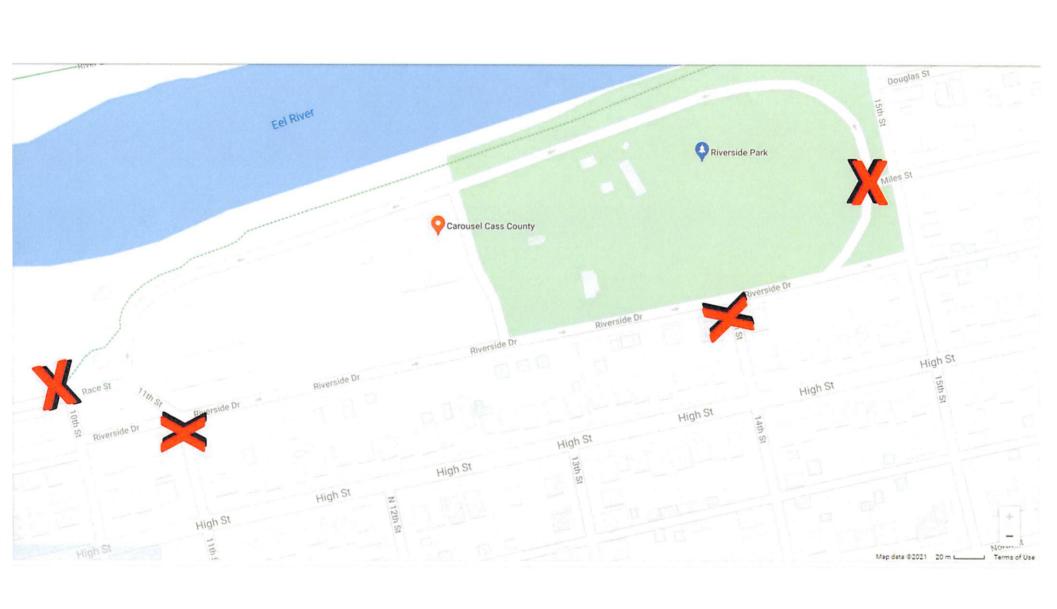
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City Street Closure Request Board of Public Works & Safety

PLEASE PRINT: Name of Organization: Logansport Memorial Hospital Contact: Kaitlyn Shidler
Contact Phone #: 574-753-1573 Email: kshidler@logansportmemorial.org
Additional Contact: Vicki Byrd Phone #: 574-753-1414
Name of Event: LMHF River Bluff Fun Run and Walk Date(s) of Event: 10/7/2023 to 10/7/2023
Time for street(s) to be closed: 7 AM reopen: 11 AM Time of Event: 8 AM to 10 AM
Street to be closed: Riverside Drive from 10th Street to 15th Street
Will you be requesting a noise variance? No
1. YOU MUST NOTIFY the following people to make sure they do not have any objections to this event:
A. Police Chief, Travis Yike 753-4101 Date approved: 09-19-23 Initial: 724
 Will you be utilizing the Police Dept. or Civil Service for traffic control? X No Yes How many?
• Where will they be located?
B. Fire Chief, Rick Bair 753-3102 Date approved: 9-21-23 Initial:
C. Street Commissioner, Tony Shanks 753-4610 Date approved: 9.21.23 Non-profit organizations may line up barricades/cones through the Street Department
2. What street(s) will be closed and where? YOU MUST INCLUDE MAP showing exactly where the street(s) are to be closed. If it is an event that uses a route, indicate the entire route on the map.
3. YOU MUST PROVIDE A CERTIFICATE OF LIABILITY INSURANCE
with this application showing the City of Logansport as the certificate holder in the amount of at least \$1,000,000.00
 ADDITIONAL INFORMATION: This is a request only and does not guarantee that it will be approved. The road closure will not be approved unless this request if filled out completely and the Certificate of Insurance and map of the event are attached. After receiving approval from the Chief of Police and the Fire Chief, requests must be turned in to the Street Department located at 612 Race Street. Upon Street Commissioner approval, the Street Department will forward the request to the Board of Works. Requests must be submitted by 9am on the Monday prior to the Board of Works meeting on Wednesday. Please be sure to give yourself enough time to get approval for your event. The Board of Works meets each Wednesday at 9:30 AM in the City Council Chambers on the 3rd floor of the City Building, 601 East Broadway, Logansport, IN. If your closure includes a State Highway, you must notify the Mayor's Office prior to turning in your request. It is wise to come to the meeting the day your request is up for approval in case the Board has additional questions so it is not delayed.
FESTIVALS / SPECIAL EVENTS WITH MUSIC – PLEASE BE MINDFUL OF THE CITY'S NOISE ORDINANCE
Date: Board of Works designee:







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/2023

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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	PRODUCER					CONTACT Michael Bowditch				
	Consolidated Union PO Box 1200				PHONE (A/C, No, Ext): (574) 722-1776 FAX (A/C, No): (574) 722-7216					
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	City of Logansport									
	601 E Broadway				AUTHORIZED REPRESENTATIVE					

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Logansport

IN 46947



Tony,

Please find attached the Logansport Memorial Hospital Foundation's Street Closure request for our upcoming River Bluff Fun Run and Walk. We would like to be added to the Board of Works Agenda for September 27.

If you could please email me at <u>kshidler@logansportmemorial.org</u> or call my direct line at 574-753-1573 to let me know that we have been added that would be great. If you have any questions please feel to reach out.

Thank you,

Kaitlyn Shidler



City Street Closure Request Board of Public Works & Safety

PLEASE PRINT: All Saints Pairis	Hi Contact: Mike Firscher
Contact Phone #: 574.727-439 Z (c) Email:	michael fincher Ocompast. net
Additional Contact:	Phone #: 574.753.9608
Name of Event: Mobile Food Pantry	Date(s) of Event: $1/.03 \cdot 23$ to $1/.03 \cdot 23$
Name of Event: Mobile Food Pontry Time for street(s) to be closed: 15:00 Am reopen: 1:30 PM	Time of Event: 14:00 AM to 1:00 PM
Street to be closed: ZNd Street from E. MARKE	FST Street to E. Broadway Street
Will you be requesting a noise variance?	·
1. YOU MUST NOTIFY the following people to make sure they do no	ot have any objections to this event:
A. Police Chief, Travis Yike 753-4101	Date approved: 29-25-23 Initial: 72
Will you be utilizing the Police Dept. or Civil Service No Yes How many?	ce for traffic control?
Where will they be located?	
B. Fire Chief, Rick Bair 753-3102	Date approved: Initial:
C. Street Commissioner, Tony Shanks 753-4610 Non-profit organizations may line up barricades/cones through	
 What street(s) will be closed and where? YOU MUST IT are to be closed. 	NCLUDE MAP showing exactly where the street(s)

If it is an event that uses a route, indicate the entire route on the map.

3. YOU MUST PROVIDE A CERTIFICATE OF LIABILITY INSURANCE

with this application showing the City of Logansport as the certificate holder in the amount of at least \$1,000,000.00

ADDITIONAL INFORMATION: This is a request only and does not guarantee that it will be approved.

- The road closure will not be approved unless this request if filled out completely and the Certificate of Insurance and map of the event are attached. After receiving approval from the Chief of Police and the Fire Chief, requests must be turned in to the Street Department located at 612 Race Street. Upon Street Commissioner approval, the Street Department will forward the request to the Mayor's Office. Requests shall be submitted by 9am on the Monday prior to the Board of Works meeting on Wednesday. Please be sure to give yourself enough time to get approval for your event.
- The Board of Works meets each Wednesday at 9:30 AM in the City Council Chambers on the 3rd floor of the City Building, 601 East Broadway, Logansport, IN.
- If your closure includes a State Highway, you must notify the Mayor's Office prior to turning in your request.
- It is wise to come to the meeting the day your request is up for approval in case the Board has additional questions so it is not delayed.

FESTIVALS	/ SPECIAL EVENTS	WITH MUSIC - PLEA	SE BE MINDFUL O	F THE CITY'S	S NOISE ORDINANCE
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Board of Works Designee: Date:

		Cert	tificat	e of (Coverage	Dat	te: 6/6/2023				
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its agents or representatives. Authorized Representative

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TRAVIS YIKE, CHIEF OF POLICE



SHAWN HEISHMAN, ASST. CHIEF

Board of works and Public Safety:

RE: New Standard Operating Policies (Lexipol) 423

I am requesting the Board of Works and Safety to approve the Logansport Police Departments new policies as follows: Lexipol Policy 423 (Portable Audio and Video Recorders)

These are the group of policies that will be administered within our department. The listed policy has been vetted through Lexipol, Asst. Chief of Police and me. The city attorney has reviewed and approved this policy as well.

Respectfully,

Travis Yike

Chief of Police

Policy Manual

Portable Audio/Video Recorders

423.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Logansport Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

423.2 POLICY

The Logansport Police Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

423.3 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for:

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
- (b) Establishing procedures for accessing data and recordings.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging or marking events.
- (e) Coordinating with the Records Manager to obscure information captured in recordings consistent with I.C. § 5-14-3-5.2.

423.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

423.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/ she is equipped with a portable recorder, issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should

Policy Manual

Portable Audio/Video Recorders

wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever possible.

When using a recorder, the assigned member shall record his/her name, LPD identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

423.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which an officer would normally notify Dispatch
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

Policy Manual

Portable Audio/Video Recorders

423.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

423.6.2 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

Indiana law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (I.C. § 35-31.5-2-176; I.C. § 35-33.5-2-1 et seq.).

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

Members shall not surreptitiously record another department member without a court order or when lawfully authorized by the Chief of Police or the authorized designee.

423.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

423.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while onduty or while acting in an official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Supervisor. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

423.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

Policy Manual

Portable Audio/Video Recorders

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Public Records Act (I.C. § 5-14-3-4).

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

423.9 RETENTION OF RECORDINGS

Members should transfer the recording, in accordance with current procedure for storing recordings, at the end of their shift and any time the storage capacity is nearing its limit.

All recordings shall be retained in an unaltered and unobscured condition for at least 190 days. Recordings shall be retained for longer periods as follows (I.C. § 5-14-3-5.3):

- (a) As provided in I.C. § 5-14-3-5.1 for at least two years upon written request:
 - Of a person who is depicted or whose property is depicted in the recording.
 - 2. Of a victim.
- (b) For at least two years if a formal or informal complaint is filed regarding a law enforcement activity as provided in I.C. § 5-14-3-2(j).
- (c) Until the final disposition of all appeals and an order from the court if a recording is used in a criminal, civil or administrative proceeding.

The Logansport Police Department may retain a recording for training purposes for any length of time (I.C. § 5-14-3-5.3).

423.9.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

423.10 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members

Policy Manual

Portable Audio/Video Recorders

shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the Chief of Police or the authorized designee.
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.



LOGANSPORT CODE ENFORCEMENT WEEKLY REPORT

September 27, 2023

Board of Works Members,

My weekly report is listed below for your review. Please feel free to ask any questions.

TRASH VIOLATIONS (CITY ORDINANCE 2022-20)

		Current	YTD
Violations Issued: (Letters and door notices)		21	1011
Violations Cleared:		28	968
Violation Citations Issued:		02	111
Violations Cleaned by City:		01	016
Extensions/Pending:	4		
Trash Container Warnings	14	018	1104
Trash Container Citations Issued		000	055

ABANDONED VEHICLES (CITY ORDINANCE 2014-42)

	Current	YTD
Vehicles red tagged:	02	152
Vehicles cleared or moved by owner:	04	147
Vehicles towed	00	001
Extensions/Pending:		02

WEEDS AND MOWING (CITY ORDINANCE 2011-09)

	Current	YTD
First Notices sent to property owner:	003	456
First Cleared by property owner:	004	320
First Sent to the Street dept:	000	126
Second Notices sent to property owners:	001	104
Second Cleared by property owner:	004	065
Second Sent to the Street dept:	000	024
Properties Placed on Mowing List	001	018

NOTICE TO APPEAR IN FRONT OF BOARD OF WORKS

	Current	YTD
Notices to Appear Issued	<u>02</u>	<u>112</u>
Properties Appearing before B.O.W.	<u>02</u>	043
Property Clean Ups Ordered	<u>02</u>	030

September 27, 2023

PROPERTY CLEAN UP REQUESTS OR MULTIPLE VIOLATION PROPERTIES

Respectfully Submitted,

Randy Ulery

Code Enforcement Officer, per City of Logansport, IN