

### **HUNTERTOWN UTILITY BOARD MEETING AGENDA**

Monday, June 30, 2025, 5:00 p.m. Huntertown Town Hall, 15617 Lima Road

### Call to order with Pledge of Allegiance

### **Approval of Minutes**

June 30, 2025

### **New Business**

- Dunton Road water/sewer main oversizing
- Water service application The Ridge at the Fens Section 1 (35 lots)
- Water Service Application Brook at the Fens Section 1 (37 lots)
- Amended Special Contract The Fens
- Special Contract Crossing at the Fens Section 1
- Updated application for sewer The Fens (776 lots)
- Pay Application No 4 Lift Station improvements: R.G. Zachrich Construction
- Change Order No. 2 Carroll Road Septic Relief
- Pay Application FINAL Carroll Road Septic Relief
- Willow Creek Middle School connection/tap fee discussion

### Old Business

### Reports:

Hannah Walker - Town Manager Ryan Schwab - Clerk Treasurer Derek Frederickson - Engineering Resources David Hawk - Hawk Haynie Kammeyer & Smith

Open Floor for Public Comment – Please keep comments to 3 minutes.

### Adjournment

Next Meeting of the Huntertown Utility Service Board is Tuesday, September 2, 2025, at 5 p.m. Meeting can be streamed online at www.youtube.com/@TownofHuntertownIndiana

**Utility Board Member appointments:** 

Anthony Ramey 3-year term expiring 12/31/2025

**Town Council Executive appointee** 

Michael Stamets 3-year term expiring 12/31/2026

Town Council appointee

Dan Roy

3-year term expiring 12/31/2027

Town Council Executive appointee

Please Note: Agenda items listed are those reasonably anticipated and may be discussed at the meeting. Not all items listed may necessarily be discussed and there may be other items not listed that may be brought up for discussion.

### Town of Huntertown Utility Service Board Meeting Minutes for Monday, June 30, 2025 Huntertown Town Hall, 15617 Lima Road

A public meeting of the Huntertown Utility Service Board was held on Monday, June 30, 2025. The meeting was held was Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Tony Ramey, Dan Roy and Michael Stamets; Clerk-Treasurer Ryan Schwab; Jim Breckler and Steven Cardenas of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; two (2) members of the public and zero (0) members of the media. The meeting was livestreamed on the Town's YouTube Channel.

Tony Ramey called the meeting to order at 5:00 p.m. with the Pledge of Allegiance.

### BOARD ACTION

Michael Stamets made a motion to approve the minutes of the June 2, 2025, meeting as presented. Dan Roy seconded. Motion carried 3-0.

Michael Stamets made a motion to approve a new water and sewer service application for 2414 Woods Road. Dan Roy seconded. Steven Cardenas provided an overview of the application, noting that it is for a new storage building for NU Insulation. After no further discussion, the motion carried 3-0.

Michael Stamets made a motion to approve Pay Application No. 3 in the amount of \$211,612.45 to R.G. Zachrich Construction for lift station improvements. Dan Roy seconded. Motion carried 3-0.

Tony Ramey made a motion to authorize Engineering Resources to seek quotes for smoke testing in the town's sanitary sewer collection system in a not-to-exceed amount of \$25,000. Dan Roy seconded. Steven Cardenas provided the board with a handout, listing a timeline and list of projects to investigate inflow and infiltration in the town's sanitary sewer collection system. Discussion topics included state and federal regulations related to keeping stormwater out of the sanitary sewer system and the ability to track savings to operations at the wastewater plant. After no further discussion, the motion carried 3-0.

### **NEW BUSINESS**

Outside of the items listed under Board Action, no other New Business was brought forth.

### **OLD BUSINESS**

Outside of items listed under Old Business, no other Old Business was brought forth.

### REPORTS

Town Manager Hannah Walker was absent.

Clerk-Treasurer Ryan Schwab had the following report:

- The town's water consumer confidence report (CCR) has been finalized.
- Town employee Dillon Shellman is receiving outstanding grades in the Alliance of Indiana Rural Water Apprenticeship Program.
- He intends to provide the board information on the 2026 budget at either the September or October meeting.

Representatives of Engineering Resources had no report.

Michael Hawk had no report.

### PUBLIC COMMENT

None were	brought	forth.
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Michael Stamets made a motion to adjourn. Dan Roy seconded. Motion passed with a voice vote, and the meeting was adjourned at 5:23 p.m.

Attest:	
Anthony Ramey	Ryan Schwab
President	Clerk Treasurer

# Duron Main Extension Cost Share - Town Oversizing for Sanitary Sewer

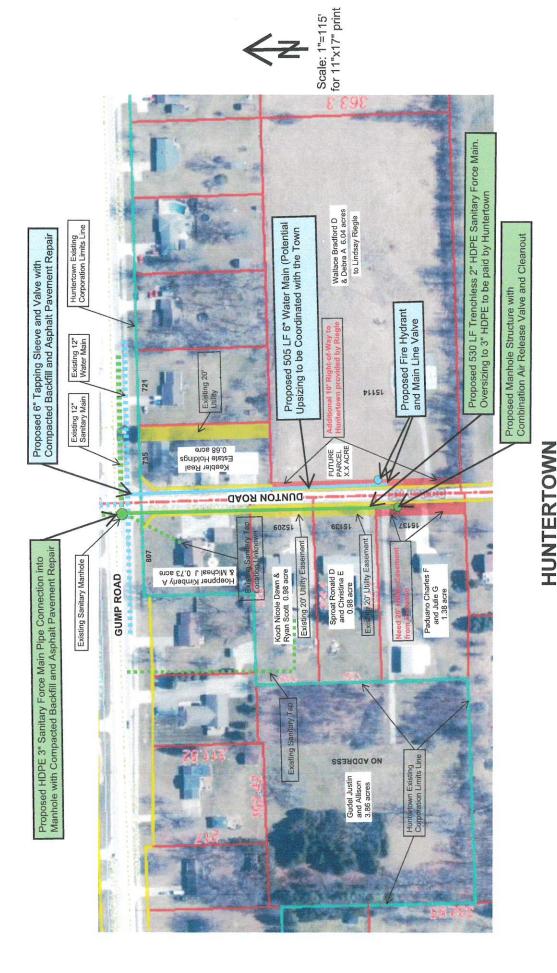
Responsible Party	Homeowner	Town of Huntertown	Town of Huntertown
M	\$31,500	\$22,400	\$12,700
Cost	~300 inear Feet	·300 near Feet	~265 inear Feet
Unit	~300 Linear Feet	~ 300 Linear Feet	~265 Linear Feet
Work Description	2"Sewer Main Extension from Gump to North end of Riegle Property	Upgrade to 3" Sanitary Sewer Line from Gump to North end of Riegle Property (With Air Release Valve and Manhole))	3" Sewer Line for Frontage of Riegle Property

\$31,500

Total for Homeowner:

\$35,100

Total for Town:



**DUNTON ROAD WATER AND SANITARY SEWER EXTENSION MARCH 19, 2025** 

# **Dunton Road Main Extension - Water Main Construction Costs**

## Total Cost to Construct 4" Water Main

\$66,200 \$3,300 Each \$19,200 (Paid by Town)

## **Expected Cost to Homeowners**

\$25,370	\$19,850	\$16,540
With 3 Participants	With 4 Participants	With 5 Participants



### Town of Huntertown - 2024

15617 Lima Road \* PO Box 95 \* Huntertown, IN 46748 Phone (260)637-5058 \* www.huntertown.org \* Fax (260)637-5891

Property Owner / Development Name:

Location / Address: Northeast of the intersection of

The Ridge at the Fens - Section I

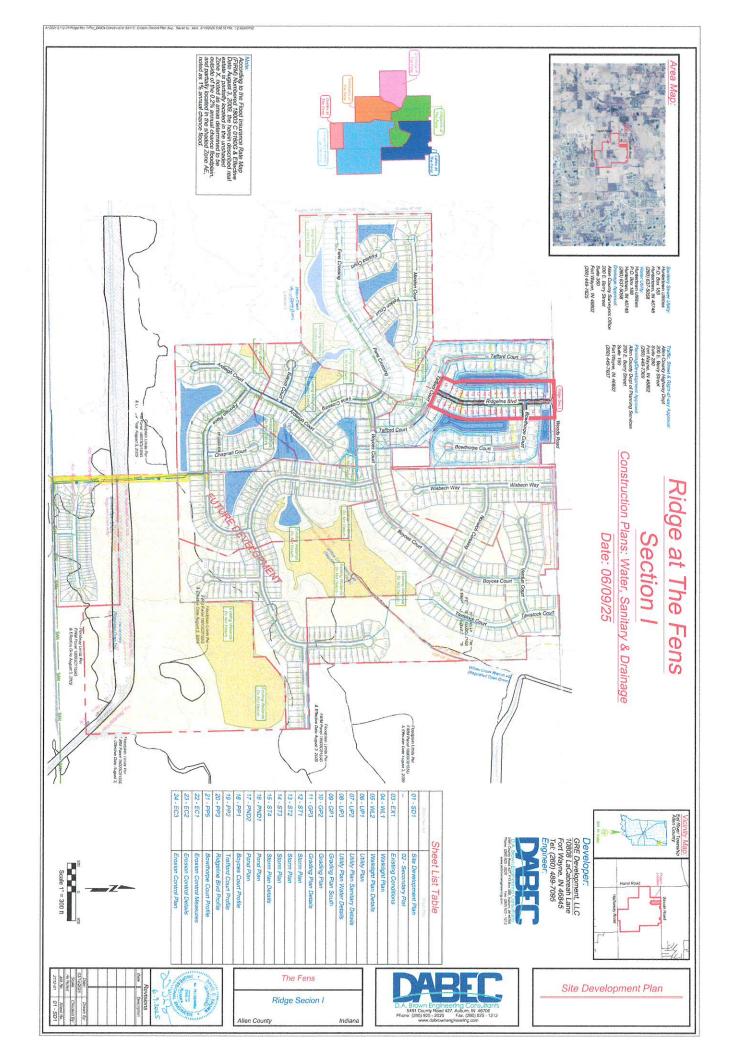
Hand Road and Hathaway Road

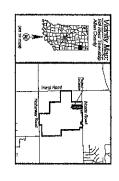
### **HUNTERTOWN APPLICATION FOR NEW** WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. Any application for new water and sewer services must be submitted at least 30 days before the next scheduled USB meeting in order to be considered

Huntertown reserves the right to make exceptions to this policy as needed. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.  Request For:  Wew Water / Sewer Service  Water Main Extension	Number of Sewer Connections (6/4/22)  Number of Water Connections  Property Owner Signature	:35 
Property Owner Information:  Name: SIH LLC  Address: 10808 La Cabreah Lane	Purpose of Request: (Attach a needed)	dditional pages 11
Phone: Fort Wayne IN 46845  E-mail: brian@northeasterngroup.com	APPROVA	ALS
Developer / Responsible Party:  Company: GRE Development LLC  Contact Person: Brian Brown  Address: 10808 La Cabreah Lane  Phone: 260-489-7950  E-mail: brian@northeasterngroup.com	Utility Service Board Condition Service Service Signature	onal Approval of  Date
Engineer Information:  Company:D. A. Brown Engineering Consultants  Contact Person:David Brown, PE  Address: 5491 County Road 427, Auburn, IN 46706  Phone:(260) 925-2020	Utilities Representative Technology	nical Review Approval
e-mail: davidb@dabrownengineering.com  Single Lot / Service:  Number of Bedrooms  Number of Bathrooms  Existing Well?  Existing Septic?  Y/N	GENERAL APPLICATION PRO  I. Preliminary Meeting with	OCEDURES:
	,	

<sup>&</sup>lt;sup>1</sup> Technical review and approval required by the Town Utility Superintendent or town designated representative.

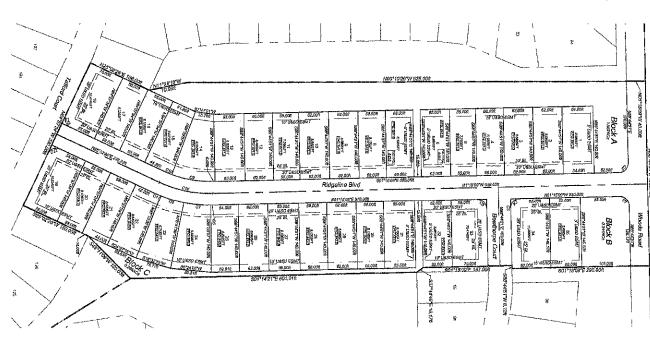




Developer: GRE Development, LLC 10808 LaCabreah Lane Fort Wayne, IN 46845 Tel: (260) 489-7095







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Conformal this \_\_\_\_\_\_ thy of \_\_\_\_\_\_ 2005
After County Department of Phyming Services

Айаптира онашем, золог менту

Boyenis J. Rapidel, Executive Director

Alten Cauchy Surveyor, Michael R., Faschoy P.E. Alen County Dataclastson, Paul Legeration

Alba County Conversioner, Ronsel Tupor

Vice President, Adont Day

President, David Salley

A Subdivision Located in the Northwest Quarter of Section 24, Township 32 North, Range 11 East.
Allen County, Indiana Secondary Plat Ridge at The Fens Section I

County Viol President, Brenzton Seifert

Council President, Standay Him

Abost Clark Tressuer, Ayen Sahuab Apparved eta sty of 325 Alva County Plan Commission Evenuel Consolities

County Member, The fideDonald

County Marrier, Par Fresk Counsil Member, Miss Aller

Dawn A. Brotin P.E., P.S. Aubien, Bi Indian PS #1,580040337

GRE Development LLC

Printed: Brien Brown

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15617 Lima Road \* PO Box 95 \* Huntertown, IN 46748 Phone (260)637-5058 \* <u>www.huntertown.org</u> \* Fax (260)637-5891

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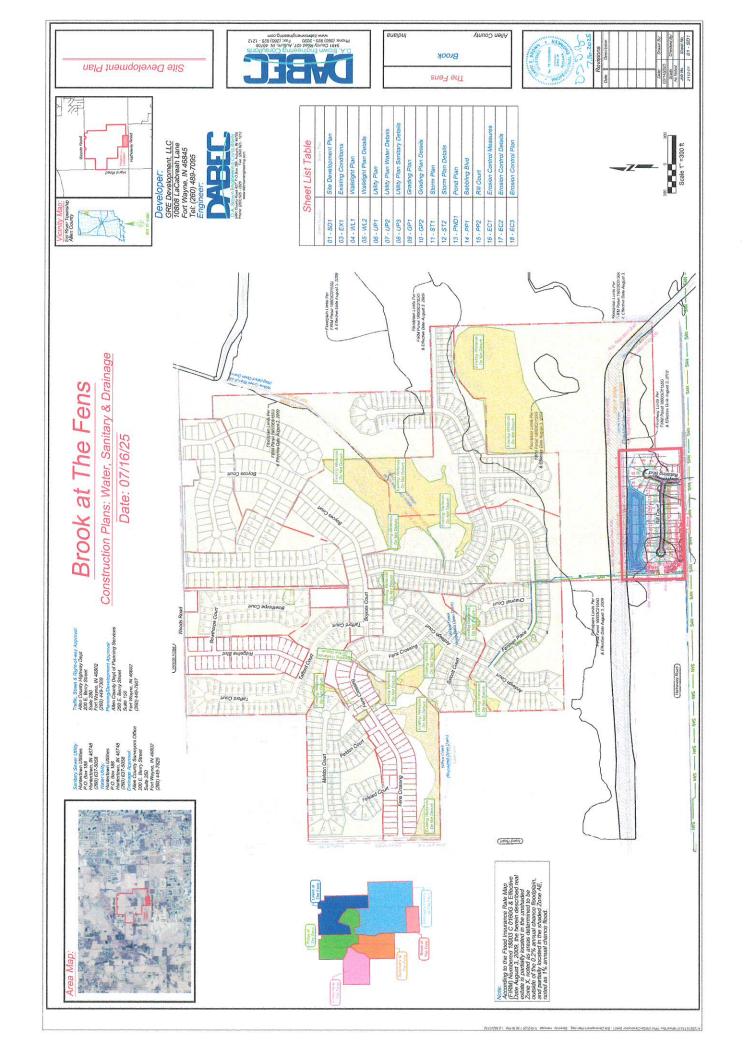
available meeting of the USB for their	
approval.	
Request For:	
New Water / Sewer Service	1
Water Main Extension	
Sewer Main Extension	
Property Owner Information:	
Name: SIH LLC	
Address: 10808 La Cabreah Lane	
Phone: _Fort Wayne IN 46845	
E-mail: _brian@northeasterngroup	.com_
Developer / Responsible Party:	
Company: GRE Development LL	<u>.C</u>
Contact Person: Brian Brown	
Address: 10808 La Cabreah Lane	
Phone: <u>260-489-7950</u>	
E-mail: <u>brian@northeasterngrou</u>	p.com_
Engineer Information:	
Company:D. A. Brown Engineering	ng Consultants
Contact Person: <u>David Brown, PE</u>	
Address: 5491 County Road 427, Aut	ourn, IN 46706
Phone: (260) 925-2020	
e-mail:davidb@dabrownengine	ering.com_
Single Lot / Service:	
Number of Bedrooms	
Number of Bathrooms	
Existing Well?	Y/N
Existing Septic?	Y/N

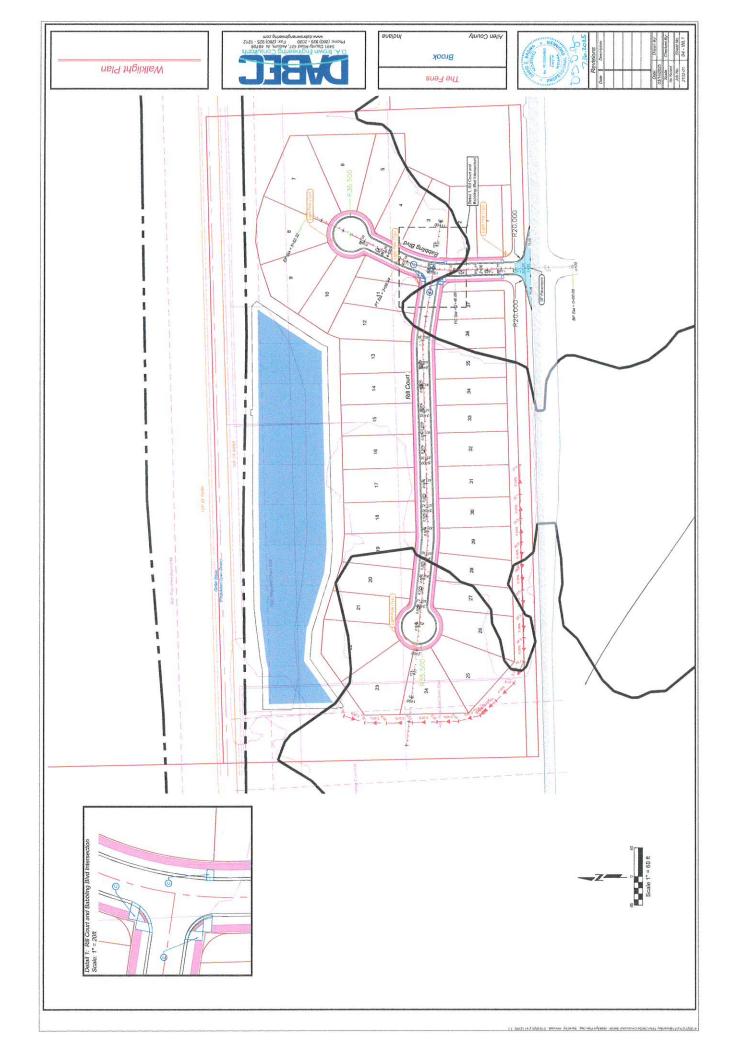
	Property Owner / Development Name:
	Amendment of Crossing at the Ridge - Section I (Brook
200000000	at the Fens – Section I)
Dillion Street	Location / Address: Northeast of the intersection of
	Hand Road and Hathaway Road
100000000000000000000000000000000000000	Number of Sewer Connections: _37 of the approved 736
	(6/4/22)
	Number of Water Connections:37
-	
1 1	A CONTRACTOR OF THE PARTY OF TH
	Property Owner Signature Date
-	45. 15. 15. 15. 15. 15. 15. 15. 15. 15. 1
	needed)
	APPROVALS
-	APPROVALS  Utility Service Board Conditional Approval of
	APPROVALS  Utility Service Board Conditional Approval of Service <sup>1</sup>
	APPROVALS  Utility Service Board Conditional Approval of Service <sup>1</sup> Signature Date

GENERAL APPLICATION PROCEDURES:

1. Preliminary Meeting with Town Representative:

<sup>&</sup>lt;sup>1</sup> Technical review and approval required by the Town Utility Superintendent or town designated representative.





### SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAINS IN -THE FENS - A RESIDENTIAL DEVELOPMENT

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAIN ("Special Contract"), executed as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY, (the "Utility"), a municipal sewer utility, and **GRE DEVELOPMENT**, **LLC**, IT'S AFFILIATES AND ASSIGNS, hereinafter (the "Developer"),

### WITNESSETH.

WHEREAS, SIH, LLC, either has under contract the right to purchase, owns, or controls Real Estate in or contiguous to the municipal boundaries of Huntertown, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate") which is being developed by GRE DEVELOPMENT, LLC; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **The Fens** (the "Development"), as depicted in **Exhibit B** which will be residential subdivisions platted which the USB conditionally approved on November 4, 2022, for seven hundred and thirty-six (736) equivalent residential units ("ERUs"); and

WHEREAS, through planning efforts by the Town and Developer, the number of ERU's may potentially increase by forty (40) additional ERU's for a total of not to exceed seven hundred and seventy-six (776) equivalent residential units ("ERUs"); subject to the Developer making a full application according to submittal requirements and the subsequent approval by the USB, which will be acted upon in good faith by the USB, and be subject to appropriate conditions which will include but not be limited to a voluntary annexation of the real estate in the Development which is not currently within the municipal boundaries of the Town; and

WHEREAS, the Utility is a municipal utility with an Exclusive Sewer Service Territory ("SST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sewer service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive collection system, and the fact that heretofore no sanitary sewage disposal facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's SST is experiencing extremely rapid growth, creating demand for the extension of sanitary sewer disposal facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its SST and is willing to allow Developer to construct extensions of the Utility's sanitary sewer mains by private contractors approved by the Utility, which approval shall not be unreasonably withheld; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections beyond what is needed for the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The Utility hereby agrees to allow the extension of sanitary sewage disposal facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

### 2. Construction of the Development Collection System.

- a. Local Collection System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary main and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of a sewer main to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal services in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
- b. <u>Phased Development.</u> The parties acknowledge that the Local System may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rule 170 IAC 8.5-4-28(b) the Local Systems shall be constructed to comply with the Commission's main extension rules above referenced

for each phase. The Local Plan for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.

- c. Compliance with Plans and Specifications. The Developer agrees to design, construct, install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's SST, all as may be amended from time to time, and with the Local Plan. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 3 for the proposed main extensions.
- d. <u>Technical Review</u>. Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewage disposal utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Article 3 for the proposed sanitary sewer main extension.
- 3. <u>Requirements for Construction Release</u>. Upon satisfactory completion of the Technical Review process, the Developer will be eligible for a Construction Release conditioned upon the following:
  - a. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
  - b. Provide a copy of the IDEM Sanitary Sewer Construction Permit and any other permits needed as required by law.
  - c. Issue a written notification to the USB at least thirty (30) days before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
- 4. <u>Inspection Fees.</u> The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed sanitary sewer main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the phase to be constructed. Developer shall

provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Development Collection System or phase thereof, to allow the Utility to determine any additional inspection fees due and to properly account for the cost of the Development Collection System.

- 5. Maintenance Bond. Upon substantial completion of construction of the sanitary sewer main extension, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the phase to be constructed. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.
- 6. Requirements for Acceptance/Secondary Plat Approval. As a condition of acceptance of the Development Collection System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
  - a. Demonstrate satisfactory completion of the Development Collection System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
  - b. Provide a copy of the final plat for the Development showing property lines, right-of-way and easements
  - c. Provide a Maintenance Bond as specified in section 5 hereof.
  - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are

- found to consistently not meet the Town standards or adhere to the provided schedule.
- e. Secure a written confirmation of satisfactory Final Inspections by Huntertown.
- f. Provide written confirmation of passing test reports for all sewer infrastructure.
- 7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
- 8. <u>Connection Fees and Charges.</u> Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new sewer connection as applicable.
- 9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.
- 10. <u>Developer Warranties.</u> The Developer does hereby warrant that as of the date of this Special Contract:
  - a. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer Mains and Facilities.
  - b. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
  - c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and
  - d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.
- 11. <u>Default by Developer.</u> Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:
  - a. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;

- b. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and all matters related thereto, which failure persists for more than thirty (30) days;
- c. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- d. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- e. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.
- 12. <u>Indemnification.</u> The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in

connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

- 13. <u>Prior Agreements and Amendments.</u> This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, this Special Contract does not supersede previously written technical review comments or written conditions imposed by the USB.
- 14. <u>Notice</u>. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:
Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer: GRE Development, LLC c/o Brian Brown 694 W. Lisbon Rd. Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

- 15. <u>Successors</u>. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.
- 17. <u>Cooperation With Governmental Bodies</u>. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. <u>Further Assurances</u>. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN	GRE Development, LLC
UTILITY SERVICE BOARD	
By:	
Tony Ramey, President	Brian Brown, Managing Member
By:	SIH, LLC
Dan Roy, Member	
	By:
By:	, Member
Mike Stamets, Member	

ATTACH LEGAL DESCRIPTION (Exhibit "A"), and depiction of The FENS (Exhibit "B").

### SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN CROSSING AT THE FENS, SECTION I – A RESIDENTIAL DEVELOPMENT

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special
Contract"), executed as of this day of, 2025 by and between the TOWN
OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or
"Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which
operates the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal
water utility, and GRE DEVELOPMENT, LLC, hereinafter (the "Developer"),

### WITNESSETH:

WHEREAS, SIH, LLC, is the owner of real estate in the Town, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate") which is being developed by GRE DEVELOPMENT, LLC; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **Crossing at The Fens, Section I** (the "Development") within which there will be single family residences located on the Real Estate consisting of sixty (60) residences as depicted on **Exhibit B**;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located; the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections within the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

### 2. Construction of the Development Distribution Systems.

- a. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
- b. <u>Compliance with Plans and Specifications</u>. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and

comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.

- c. <u>Technical Review.</u> Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.
- 3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:
- a. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
- b. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.
- c. Issue a written notification to the USB at least thirty (30) days before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
- 4. <u>Inspection Fees</u>. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.
  - 5. Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine

maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the Development. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.

- 6. <u>Requirements for Acceptance/ Secondary Plat Approval.</u> As a condition of acceptance of the Development Distribution System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
  - a. Demonstrate satisfactory completion of the Development Distribution System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
  - b. Provide a copy of the recorded plat for the Development showing property lines, right-of-way and easements
  - c. Provide a Maintenance Bond as specified in section 5 hereof.
  - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.
  - e. Secure a written confirmation of satisfactory Final Inspections by Huntertown.
  - f. Provide written confirmation of passing test reports for all water infrastructure.
- 7. <u>Conveyance of the Local System.</u> Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
- 8. <u>Connection Fees and Charges.</u> Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new water connection as applicable.
- 9. <u>Waiver of Refunds</u>. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC

- 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.
- 10. <u>Developer Warranties</u>. The Developer does hereby warrant that as of the date of this Special Contract:
  - a. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Water Mains and Facilities.
  - b. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
  - c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and
  - d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.
- 11. <u>Default by Developer</u>. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:
  - A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
  - B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to public water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
  - C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
  - D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or

for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;

E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
  B. Withhold its own performance hereunder, including, without limitation, ceasing
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of water plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of water service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.
- 12. <u>Indemnification</u>. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon,
- 13. <u>Prior Agreements and Amendments.</u> This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, the agreement does not supersede previously written technical review comments or written conditions imposed by the USB.

14. <u>Notice.</u> All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board c/o Huntertown Town Manager Huntertown Town Hall 15617 Lima Road Huntertown, IN 46748 Developer:

GRE Development, LLC c/o Brian Brown 694 W. Lisbon Rd. Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

- 15. <u>Successors.</u> The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility toor of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.
- 17 <u>Cooperation With Governmental Bodies</u>. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. <u>Further Assurances</u>. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.
- 19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on

behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN,	GRE Development, LLC
UTILITY SERVICE BOARD	
By:	By:
Tony Ramey, President	Brian Brown, Managing Member
By:	SiH, LLC
Dan Roy, Member	By:
Ву:	, Member
Mike Stamets, Member	
Insert Legal Description Exhibit "A"	
Depiction, Exhibit "B".	



### Town of Huntertown - 2025

15617 Lima Road \* PO Box 95 \* Huntertown, IN 46748 Phone (260)637-5058 \* <u>www.huntertown.org</u> \* Fax (260)637-5891

### HUNTERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. Any application for new water and sewer services must be submitted at least 30 days before the next scheduled USB meeting in order to be considered. Huntertown reserves the right to make exceptions to this policy as needed. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

Request For:	
New Water / Sewer Service	
Water Main Extension	
Sewer Main Extension	$X \square$
Property Owner Information:	
Name:SIH LLC	
Address:10808 LaCabreah Lane	
Phone: 260-489-7095	
E-mail: brian@northeasterngroup.com	
Developer / Responsible Party:	
Company: _GRE Development LLC	
Contact Person: Brian Brown	
Address: _10808 LaCabreah Lane	
Phone:260-318-2002	
E-mail: _brian@northeasterngroup.co	
Engineer Information:	
Company: D A Brown Engineering Inc	
Contact Person:David Brown	
Address: 5491 CR 427, Auburn, IN 46706	
Phone: _260-925-2020	
e-mail: david@dabrownengineering.com	·
Single Lot / Service:	
Number of Bedrooms	
Number of Bathrooms	
Existing Well? Y/N	
Existing Septic? Y/N	

	Property Owner / Development Name:
	SIH LLC/The Fens
	Location / Address:Between Hathaway and Woods
	Roads, east of Hand Road, Southwest Huntertown, IN_
	Number of Sewer Connections: _776
	Number of Water Connections:
/	
	8/1/25
	Property Owner Signature Date
-	
	Purpose of Request: (Attach additional pages if
	needed)
	_Update previous approval from USB to New Venture Development for this project
	Development for this project
	APPROVALS
	Utility Service Board Conditional Approval of Service <sup>1</sup>
	Service.
	Signature Date

Utilities Representative Technical Review Approval

Date

Signature

<sup>&</sup>lt;sup>1</sup> Technical review and approval required by the Town Utility Superintendent or town designated representative.

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# Contractor's Application for Payment No.

Engineers joint contract Documents committee	Application Im-25 Period:	Application Date: 7/10/2025
To Town of Hunertown indiana	From (Colitration).  R.G. Zachrich Construction, Tac	(Engineer)): Engine
Project Town of Huntedown Lift Station, Improvements Sergie Shores & Willow Rdige	Contract Town of Huntertown Laft Station Improvements Serené Shores & Willoy Ridge	
Owner's Contract No.	Confractor's Project No.	Engase   Project No.

Application For Payment

Change Order Summary

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	Payment of	s reconnected b	Payment of	is approved by:	Approved by:
Contractor's Certification	The understigned Contractor certifies that to the best of its knowledge. (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account of discharge Contractor's legitlanate obligations theoryed in connection with Work knowled by a first	Applications for Payment: (2) title of all Work, metertals and equipment incorporated in said Work or otherwise instell in or covered by this Application for Payment will pass to Owner at time of payment five and clearly fall Lions, security inferents and encountrances (except such as an occored by as Sould neceptable to Owner indemnifying Owner against any such Lions, security interests or encountrances; and exceptable to Owner indemnifying Owner against any such Lions, security interest or encountrances) and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and			By What I fell Down moreons

## Contractor's Application

## Progress Estimate - Lump Sum Work

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Prof. Movinted Security Lighth Labor: \$5,000,000   \$5,000,000   \$1,271,605   \$1,2	\$8.15	Electrical Switch Grate & Pump Controls Materials	266,000,00	0 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	HAT THE PROPERTY OF THE PARTY O	0.00			\$11,000,00
Standay Event Ceremon & Total Materials   Standay Control Ceremon & Total Materials   Standay Ceremon &	SS 16	Pole Mountet Security Light Labor	\$5,000,00			93,013,02	\$3,013.05	4.6%	\$62,986,95
Standby Boyer Concernsion & Pail Libbor   \$10,000.00     Standby Boyer Concernsion & Pail Materials   \$10,000.00     Standby Boyer Concernsion & Pail Materials   \$10,000.00     Standby Boyer Concernsion & Pail Materials   \$10,000.00     Standby Boyer & Pail Materials   \$10,000.00     Standby Boyer & Pail Materials   \$10,000.00     Standby Boyer & Pail Materials   \$10,000.00     Standby Materials   \$10,000.00     Concerns Driversy Indicates   \$10,000.00     Concerns Standby Materials   \$10,000.00     Concerns Standby Materials   \$10,000.00     Standby Materials   \$10,0	88.17	Role Mounted Secting Light Materials	\$5,000,00			477 LAKE 1.3	The state of the s		25,000,00
Stranday Power Generator & Paid Meterials   Sugaration   Statement   Stateme	85.18	Standby Power Cenerator & Pad Labor	\$7,000,00		The second secon	00/14/5/50	27.163	**************************************	\$3,778,37
Attionazite Transfer Strick Lakow         \$1,000,00         \$5,000,00           Attionazite Transfer Switch Melecials         \$5,000,00         \$1,500,00           Telemoty Improvements Lakor         \$1,500,00         \$1,500,00           Concrete Strickway Materials         \$1,000,00         \$1,000,00           Concrete Strickway Lakor         \$1,000,00         \$1,500,00           Contrate Strickway Lakor         \$1,500,00         \$1,500,00           Compacted Aggregate Diversity Materials         \$1,500,00         \$1,500,00           Compacted Aggregate Diversity Materials         \$1,500,00         \$1,500,00           Compacted Aggregate Diversity Materials         \$1,500,00         \$1,500,00           Seeding & Site Restoration Materials         \$1,500,00         \$1,500,00           Seeding & Site Restoration Materials         \$1,500,00         \$1,500,00           Seeding & Site Restoration Materials         \$1,500,00         \$1,500,00	SS 19	Standby Power Generator & Prid Materials	\$49,000,00	200	The second of the second	\$23.40£.40			27,900,00
Automatic Transfer Stocket/Neteorals	55 20	Automatic Traisfer Switch Labor	\$1,990.00			Poloscicce.		08,6%	\$15,404,00
Element's Improventients Laten   Element's Improventients Laten   Concrete Diversity Laten   Concrete Diversity Laten   Concrete Sides Materials   \$5,000.00     Concrete Sides Materials   \$1,500.00     Concrete Sides Materials   \$1,500.00     Concrete Sides Materials   \$1,500.00     Compacted Assignate Diversity Materials   \$1,500.00     Compacted Assignate Diversity Materials   \$1,500.00     Compacted Assignate Diversity Materials   \$1,500.00     Seeding & Site Retoration Materi	58.21		\$5,000.00				December 1997 of the State of t		21,000,00
Telementy Inproviments Materials	SS 22	Leametry Improvements Labor	SI 500.00	A COLOR OF THE COL			A STATE OF THE STA		85,000.00
Concrete Driversity Labor   St,000,00	\$\$23	Telement inprovements Materials	\$1.500.00				16.00		21,500.00
Concrete Driversy Materials	SS 24	Concrete Drive way 1,2501	\$2,000,00	The second secon			*		\$1,500.00
Connected States   Labora   States	\$5.25	Coddicte Driveway Materials	\$1,000.00				D		\$2,000.00
Contracte Sideral & Materials  Commercial Assistance and Statements  Statement of Assistance and Statement	58.26	Concrete Sidewalk Labor	21.00000						54,000,00
Compacted Aggregate Developing International States   S	72.88	Concrete Sidwall Materials	\$1,500.60						00.000 IS
Comparing Asserting and Asserting Strategies         \$1,500.00           Seeding & Site Restoration Majoriels         \$1,500.00	85.28	Compressor Aggregate Driveway Langr	CH SOC IX	The second secon		7. July 1		¥	\$1,500:00
Seeding & Site Responsion Maissing	SS 29	Compacted Aggregate Develvay Materials	\$1.506.00						\$1,500,00
Seeding & Sip Restoration Marketick         \$1500.00           Seeding & Sip Restoration Marketick         \$1500.00           Seeding & Sip Restoration Marketick         \$2500.750.08	0688	Seeding & Stie Restoration Labor	CO COO CO			***************************************			\$1,500.00
Totals	8831	Seeding Cisto Resortion Makes	# 10 MAN			in a color of an Integration of the Color of	A CONTRACTOR OF THE CONTRACTOR		ST,0000 00
\$3855000 \$15,574.27 \$216,74568	A Property of the Property of		nomine to	A STANFORD OF THE PROPERTY OF	The same of the sa	5.00		100	\$1,500.00
\$535,510,00 \$18,514,212 (216,745,68)	The state of the s			A A Company of the Co					
\$535,510,06 \$53,515,07 (\$216,751,68)	The state of the s				.225				
\$55540.00 \$5545.50 \$18.574.27 \$216.735.68 \$211,755.45				- Communication of the second			The second of the second secon	ALCOHOL MANAGEMENT	
	Actual Control of the Party of	The second secon	\$2,580,08	85,845,50	\$18,574.27	\$216.735.68	\$241,155,45		\$297,344 SK

### Stored Material Summary

Contractor's Application	
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Submitted   Subm	I or (Coutrac	ror (Contract):		12 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C	10×n et Husketoval Lift Station fransoveinerts	Company of the Compan			4		The second secon	
Supplies   Control   Con	- Wash Billion	- 1		Serene Shores	s & Willow Ridge		3 3 4 4 4	7.00	Application Numbe	- 170	, ragio	
Secretary Secr	Application	retion:	:	6/1/2025		***************************************			Application, Date:	TRIBINGS		
Supplies   Control   Con	*45	úť	В					ومستحساتها يتياسك كالم		100000		į
Payonia No.   Secretarion   Conference   C			Submittal No.			97.73	The second secon	E	Subtotal Amount		<b>1</b>	9
	ستعيزونها	5.41.27	W. W.		The state of the s	Dave Divers	1	**************************************			serated in Work	Materials
Harry   Office   Consider Annies   20023   117,172,00   20175   117,172,00   20175   117,172,00   20175   117,172,00   20175   217,172,00   217,17	المشمعت		Specification Section No.)	. San and	Description of Materials of Equipment Stored	into Storage		This Month (S)		Date (Months Year)	Amount	100
1897   Strong Black Name					Covalen Punn invoice	2003	6175-105-0A		200 200	, T		(D+E-P)
1987   Service Edit Service Edited States		111147		Office	Hallidgy Hodners W2R Access	2,000	01.24.14.100		\$177,172,00	6/2028	\$177,172,00	
MILLS   Confere Elle, Secretaria   Mills   M	42.1	18497	A	Service Elec	Selatos Electro Santa Marenals	2,202.5	31.089.00		\$1,689,00	6/2025	\$1,689.00	The second second
Secretary   Service Discharial Street Meaning   Secretary   Secr	1	11.1149		Office	Hallie acceptance (M. 200) Longer	CZ02/2	33,363,97	2	\$3,565.97	6/2023	\$3,565.97	
No.	52-15	18497		Service Flee	Service Reduce Control and and	2/2025	\$1.73.00		\$1,733.00	9		\$1,333,00
RDM-68921 (1911)         Office (Max/Allieue-Bypus/Pourging Materials)         20025         \$345.05         \$75.05         \$45.05           RDM-68921 (1912)         Office (Max/Allieue-Bypus/Pourging Addrected)         20025         \$15.664         67025         \$15.664           RDM-68921 (1912)         One site (EVAP-AR-Countiere Bit KW)         20025         \$15.5660         57025         \$15.664           RDM-68931 (1912)         Office (May Allieue-Pariote)         20025         \$15.5660         67025         \$15.5664           RDM-68931 (1912)         Office (May Allieue-Pariote)         20025         \$15.5660         57025         \$15.5660           RDM-58831 (1912)         Office (May Allieue-Pariote)         20025         \$25.660         \$23.56620         \$23.56620           RDM-15892 (1912)         Office (May Allieue-Pariote)         20025         \$26.500         \$1.2000         \$25.2600           264-452 (180)         Service Eller (May Allieue-Pariote)         20025         \$2.448.25         \$2.448.26         \$2.248.20           85557 (1912)         Office (Confire Limite Enrice (Limite Limite Enrice (Limite Limite Enrice (Limite Limite Enrice (Limite Limite Limite Enrice (Limite Limite Enrice (Limite Limite L	WR-11 R71	1628862701		Office	MacAllister-Bypass Pumping Materials	3/2025	\$3,878,84	The second secon	\$3,013.05	36063	C3 676 84	SO ETO'ES
Company   Comp	WP 11 P71	Modartan,	311	-	Control of the Contro	ner.		30			1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1900 Tel
Note   No.   Mar.   M	6.88	Thenevinent		Upince	MacAllister-Bypass Puniping Materials	3/202/5	\$245,05		\$245.05		\$245.05	
No. 616	SS-9	10430111111		Office	MacAlistar-Bypass Propping Materials	3/2025	\$156.64		\$126.64	6/2025	\$136.64	
VACABLE   Office   Programme   Vacable   Vac		N0648987		ंग्रह डॉफ	EVAPAR-Cenerac 80 KW	32005	\$3.2 SOK NO		523.506.50	0		
405581   Office   Freguester-Various   37,225   S25,647-20   S25,647	- 1	V0648988		on site	EVAPAR Generae 80 KW	2000	622 000 004	The state of the s	JA OKC DOC	002025	\$33,596,00	
Original Constitution         Description of Authority         37,2025         \$669,00         \$669,00         \$25,023,00           INV158068         Offices         DesCURIEK/Various         37,2025         \$55,024,00         \$25,024,00         \$25,024,00           INV158068         Service Elice (dwyladig)         37,025         \$12,400,00         \$12,2400,00         \$12,2400,00           85557         Offices         Genvaling-Pamin Brivines         37,025         \$177,317,00         \$17,217,00         \$12,21,65           85557         Offices         Genvaling-Pamin Brivines         37,005         \$177,317,00         \$17,217,00         \$12,21,65		405581		Office	Friguson-Sarious	32028	\$25,664.20		\$23,644.20	6/2025	\$23,664,20	\$33,596.00
INV 159082         Offices         Dez URIRE Various         32025         \$5,624.00         \$5,624.00           1NV 158065         Offices         Dez URIRE Various         37023         \$12,400.00         \$12,400.00           260-452-1810         Service Elec Guaylati         32025         \$2,443.25         \$2,443.26         \$12,240.00           85557         Offices Coviding Pump Invoice         32025         \$2,443.26         \$177,173.00         \$172,165		405581-1		Office	English Various	3720275	3669,00		8669.00	6/2025	90 6998	M
NV   58565   Office   De27/Bills (Number of the part)   ST   ST   ST   ST   ST   ST   ST   S	¢:. :	1V155082		Office	DeZIRIK Various	3,2025	\$5.624.00		\$5,624.00	6/2025	\$5.624.00	
260-152-1800         Service Elect Chapter?         3/2025         S2/43/26         5/2/43/20         5/2/2000           85557         Diffice Covaling-Pump throise         3/2025         \$2/2/3/200         \$1/2/3/200         \$1/2/3/200           60002         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           7000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200           8000         \$1/2/3/200         \$1/2/3/200         \$1/2/3/200		V.158965		Office	Dezuelk Varous	1,000.5	\$12 XOB TO		30,000,000			
85557  Office Covales Pump liv/cice  \$1221.63  S127.172.00  S177.172.00  S177.172.00	5.R-11	SARRY YOUNG			Parts		A A A A A A A A A A A A A A A A A A A		W.W. 12.	. 0r2025	\$12,400.00	day w **
20227 Office Condition Enviole	55-17	0007-704-	***************************************	Service Elect	Graybalk	3/2025	\$2,443,236		\$2,443.26	6/2025	\$1,221,63	\$1,221,63
		93331	The second section is a second	T	Covalen-Pump Invoice	372025	\$177.172.00		\$177.172.00			Se che mere
											A STATE OF THE STA	31//1/200
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		7			The state of the s		V. 1		3	5	ACC 'C' TO L' TO L	Contraction of the contract of
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		-			31.		10.000					

## Confractor's Application

# Progress Estimate-Lump Sum Work

Section States of Colored States   Section States   Sec	CALL STREET				Andread Acted				
Major   Pacificial Companies   Pacificial C		1				·it.			
Wilder Stigle Li Mission         B         C         D         Other this Version         Fg. Co.           Acch Derived Library         Septicated Values (S. 1970)           Conduction of Septicated Control Marketing         Septicated Values (S. 1970)         Septicated Values	plication Period	- 1	Same and the same		Application Date:	2702025	A control of the state of the s		
Secretary Control Large   Secretary Vision Structure   Secretary Vision		Willow Redge 1.1A Station.	# 10 m	Work Co	wholeted	4	74	, i resti mili	9)
About Description         Separation of Separation (C-SS)         From Product Application (C-SS)         Transferred Separation (C-SS)         Transferre			4	9	D	Motoriale Brassied.	Proced Community		
Mode Device Laborate   185,000-06   187,50	Specification Section No.		Scheduled Value (S)	From Previous Application	This Period	Stored (port in C.or.D.)	and Stored to Date	* É	Balance to Finish (B - E)
Control of the Cont	WRT	Wob/Demob Labor	CP COT GR	(4.0)		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(C+D+E)	in a	
Contribution of Contribution	WRZ	Mod/Degrob Materials	200000000000000000000000000000000000000	33,530,50			\$3,750.00	30,0%	\$3,750,00
Section   Sect	WR 3	Confingency Work Plewance	STATE OF THE	25,5		2000	\$5,845.50	77.9%	\$1,654,50
Gast Claring Strobe-Milestere         \$5,900.00         \$500.00 <th< td=""><td>WR.4</td><td>Electric Utility Service Micwance</td><td>CE PERIOD</td><td></td><td>The state of the s</td><td>The second secon</td><td>101</td><td>17.77</td><td>\$10,000,00</td></th<>	WR.4	Electric Utility Service Micwance	CE PERIOD		The state of the s	The second secon	101	17.77	\$10,000,00
Experion & Schiemer Control Ligher         Schiemer Control Light	WR.5	Gas Utility Service Allogrange	SIC DOMAN	2				2	85,000:00
Provision & Schools         SCHOOLS <td>WR 6</td> <td>Broston &amp; Sediment Centrol Labor</td> <td>75 DOG 13</td> <td></td> <td>100000 X 1000 Mg</td> <td>157</td> <td></td> <td></td> <td>\$5,000.00</td>	WR 6	Broston & Sediment Centrol Labor	75 DOG 13		100000 X 1000 Mg	157			\$5,000.00
System Pump Compaction Reservable   ST,500.00   ST,5	WR.7	Broston & Sediment Control Materials	ESCHOLOGY		OF CASE		\$500.00	50:0%	00 0055
System Principle River Materials	WRS	Bypask Plint Councilor Reer Labor	27. 500 AM	200,000	M,UCLX	Control of the Contro	\$250,06	50.0%	\$250.00
Papers Pumping Labor   St. 2000.00   St. 2	WR.9	Bypass Pump Connection Riser Materials	42 400.00		Commence of the section of the secti		\$7,506,60	100:0%	
Dyname Particles   Marketine   S15,500.00   100.07%	WR.10	Bypass Publice Labor	25 COO 100	- 1			\$7,500.00	100.0%	
Substitution   Part	WR.11		50 500 50 F		\$5,000.00		\$5,000.06	106.0%	
Subjective of Subject	WR 12	Submershie Print Printe & Calas Perint Assessment Land	Off Dall Colo		\$15,000,00		\$15,000.00	100.0%	A STATE OF THE STA
Wet Well Protective Lining Labor         \$270,000,00         \$	WRITE	Statement Manuel Deliver Deliver Contract of the Contract of t	SOX CHICANO		\$69,000,00	2 C C C C C C C C C C C C C C C C C C C	00'000'698	100.0%	
Week Word Invoked We Langing         \$5,000,00         \$5,000,00         \$5,000,00         \$5,000,00         \$15,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00         \$25,000,00	WR 34	Work Wolf To-Kendler, Transaction of	\$230,000 pt		\$220,000.00		8220,896,00	186,0%	
Electrical System Council and	WR 15	Model Control of the	25,000,00	6.	\$5,000,00		\$5,000,00	100.0%	Whomen spirite and the spirite
Section   Sect	WR 16	King and Kanada Dang S. Washington	90,000,518		\$15,000.00		\$15,060,00	100.0%	
Pole Mounted Security Light Lifery   SS,000,00   SS,	WR 17	Pleotrol Santa Com & Mary College Lacor	N.0,000,00	35 000 GG	25,000,00		\$10,000.66	1000%	
Pole Montanes Security Light Miletinals   \$5,000.00   \$1,471.63	WRIE	DATE MALL STATES AND COLUMN STATES OF THE ST	\$63,000.00	835.000.00	230,000,00		\$65,000.00	100.0%	
Standby Power Connection & Bright         \$1,471.63         \$1,471.63         \$2,476.60           Standby Power Connection & Bright         \$23,566.00         \$33,596.00         \$11,56           Telein stry Timpionieurical Labor         \$2,500.00         \$23,566.00         \$21,566.00           Telein stry Timpionieurical Labor         \$2,500.00         \$2,500.00         \$2,500.00           Complexed Agargage Drivewing Tallor         \$2,500.00         \$2,500.00         \$2,500.00           Specifing & Site Restriction Labor         \$2,500.00         \$2,500.00         \$2,500.00           Specifing & Site Restriction Labor         \$2,500.00         \$2,500.00         \$2,500.00	N.R.10	T	00.000.00		\$500.00	The second secon	\$500.00	30.0%	\$4,500,00
Statutory Nover Concentration	00-400		25,000,00	The second secon	£9:1/#*/[\$		\$1,471.63	20.4%	77 808 27
National Flower   State   St	N. D. A.	Standby Fower Cenerator & Pad Laber	37,000,00	A Company of the Comp					\$2 month
Edeminy Author occurrents   100.004   100.00	11.0.00		\$55,000,00		\$31.596.00		\$33,596,00	1 20 100	\$21.464.00
Section of Agricultury University Nationals	100.72		362,500,00	e en l'action de la communité des la communité des la communité de la communité des la communité de la communité des la communité de la communité des la communité de la commu					CO 003 CS
Comparison Algorithms	TO OTHER	assistingty united years in a service of	\$2,509,00			3. :	Control of the contro		\$2 580 60
Socialize & Site Restoration Materials	120 Oct	Compacted Aggregate Little wery Lation	\$2,500:00		\$2,500.00		\$2,500.00	100001	
Seeding & Site Restoration Maternals  Seeding & Site Restoration Maternals  Site Restoration Maternals	20 000	CAMIDAGING ARECGAINS AND MINISTERIALS	\$2,500,00		\$2,500.00		\$2.566.00	3000%	
Notating & Sim National Simulation (National Simulation	200		\$1,00000				0.0		\$1,000,00
	WRE		\$1,5600:60	With					FF 500 AG
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							77.7		فالمسيدة التلاث ويرسان فأفضاه فاستخط
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		1		Control of the state of the sta	0	al.		-	

	Hun	tertown Sum	Huntertown Summary of Remaining Capacity	nining Capacit	<u></u>		Data Current 6/30/2025
Date	Water Customers Added	Sewer Customers Added	Water Plant Remaining Capacity	Sewer Plant Remaining Capacity	Total Water Customers	Total Water Total Sewer Customers Customers	Notes
4/30/2024			277	1227	5,447	5,538	
5/30/2024	27	27	250	1200	5,474	5,565	
6/30/2024	14	14	536	1186	5,488	5,579	Tradition
6/30/2024	Ŀ	<i>L</i>	543	1193	5,481	5,572	Duplicate entries discovered in customer list
7/31/2024	20	20	523	1173	5,501	5,592	Assumes that irrigation ordinance is approved to limit demand on the water plant (due to high demand in June 2024).
8/31/2024	70	63	453	1110	5,571	5,655	Irrigation ordinance passed by Town Council 9/5/24 to limit demand
9/30/2024	27	24	426	1086	5,598	5,679	
10/31/2024	25	25	401	1061	5,623	5,704	
11/30/2024	17	18	384	1043	5,640	5,722	
12/31/2024	23	23	361	1020	5,663	5,745	
1/31/2025	14	14	347	1006	5,677	5,759	
2/28/2025	19	19	328	987	5,696	5,778	
3/31/2025	12	12	2818	975	5,708	2,790	Increased FIRM capacity at the water plant
4/30/2025	26	26	2762	919	5,764	5,846	
5/31/2025	26	56	2736	893	2,790	5,872	
6/30/2025	17	17	2719	928	5,807	5,889	
	Remaining	Months Sewe	Remaining Months Sewer Capacity (at 41 connections / month)	: 41 connectio	ns / month)	21.4	21.4 WWTP Plant Expansion completed fall of 2026
	Kemaining	Months Wate	Remaining Months Water Capacity (at 41 connections / month)	. 41 connectio	ns / month)	66.3	66.3 New WTP planned for 2028

### **CHANGE ORDER NO.: 2**

Owner: Engineer: Contractor: Project: Contract Name: Date Issued:	Town of Huntertown, Indiana Engineering Resources, Inc. Krafft Water Solutions, LLC Carroll Road Septic Relief 2024 Carroll Road Septic Relief 2024 4 August 2025  Effect	Owner's Project Engineer's Projec Contractor's Pro tive Date of Change Order:	ct No.: <b>5978</b> ject No.:
The Contract is mo	dified as follows upon execution o	of this Change Order:	
Description:			
Final Contract	Amount, Eliminating Unused Con	tingency Work Allowance.	
Attachments:	ngo in Contract Brico	Change in Co	Surbugut Times
Original Contract Pr	nge in Contract Price	Original Contract Times:	entract Times
		Substantial Completion:	31 July 2024
\$ <b>216,287.00</b>		Ready for final payment:	30 August 2024
· ·	viously approved Change Orders No.	Increase from previously ap	proved Change Orders No.
to No:	grande de	to No: Substantial Completion:	N/A
\$ <b>N/A</b>		Ready for final payment:	N/A
Contract Price prior \$ 216,287.00	to this Change Order:	Contract Times prior to this Substantial Completion: Ready for final payment:	Change Order: 07 March 2025 04 April 2025
Decrease this Chang	ge Order:	Increase this Change Order:	· ·
		Substantial Completion:	N/A
\$ 5,464.00		Ready for final payment:	N/A
Contract Price Incor	porating this Change Order:	Contract Times with all appr Substantial Completion:	oved Change Orders: 07 March 2025
\$ 210,823.00		Ready for final payment:	04 April 2025
Recomm By:  Title: Enginee	ended by Engineer (if required)	Accepted by KylaM Kuff	y Contractor
Date: 7/31/25		July 22, 2025	
	d by Owner	Approved by Funding A	Agency (if applicable)
-		The second of the second of	Oarral (ii akkiiowaia)
Ву:			
Title:		<del></del>	

Contractor's Ap	plication	for Payment				
Owner:	Town of	Huntertown		Owner	r's Project No.:	
Engineer:	Enginee	ring Resource	s, Inc.	Engine	er's Project No.:	5978
Contractor:	Krafft W	ater Solution	s, LLC	Contra	ctor's Project No.:	
Project:		oad Septic Re			,	
Contract:	Carroll R	oad Septic Re	elief 2024			
Application N		FINAL	Applica	ition Date:	6/25/2025	<del></del>
Application F	Period:	From	5/20/2025	to _	6/25/2025	
1. Orig	ginal Cont	ract Price			\$	216,287.00
2. Net	change b	y Change Ord	lers		\$	(5,464.00)
3. Cur	rent Cont	ract Price (Lin	e 1 + Line 2)		\$	210,823.00
4. Tota	al Work co	ompleted and	materials stored t	o date	resonance as	
		mn G Lump Si	um Total and Colur	nn J Unit Price	e Total) \$	210,823.00
5. Reta	_	del malife consecutor			es per el granto a sa carrar de corr	GENNESASKI)
a.			.0,823.00 Work C	•	\$ 100	ining dan Managanan
b.	O%	X \$	Action follows As a partition of the contraction of	Materials =	<u>.</u> ≯	1.1
			5.a + Line 5.b) ne 4 - Line 5.c)			210,823.00
	_		ne 6 from prior ap	nlication)	<u>ेश्व</u> ट	199,806.85
		this application		piication	Te.	11,016.15
			retainage (Line 3 -	Line 4 + Line	5.c) \$	
Contractor's	Certificat	ion				
The undersigne	ed Contrac	tor certifies, to	the best of its know	ledge, the follo	wing:	
(1) All previous	progress	payments recei	ved from Owner on	account of Wor	rk done under the Co	
			tor's legitimate obli	gations incurred	d in connection with t	he Work covered by
prior Application		•	ment incorporated i	n acid Mark ar	otherwise listed in o	u aasumuad bu thia
					otherwise listed in o ear of all liens, securit	
					indemnifying Owner	
liens, security i					, -	
	k covered l	by this Applicat	ion for Payment is ir	accordance wi	ith the Contract Docu	ments and is not
defective.		1000				
Contractor:	Krafft Wa	ater Solutions	s, LLC	_,		
Signature:	Kyle	W Kest	<b>/</b>		Date:	July 22, 2025
Recommende	g∖b√ Eng	iņeer		Approved b	y Owner	
By:	red tred	roben)	÷	Ву:		
Title: En	gineer			Title:		
Date: 7/	31/25		· ·	Date:		:
Approved by	Funding /	Agency				
Ву:				Ву:		
Title:				Title:		
Date:			tetros en la companya de la companya del companya del companya de la companya de	Date:		

Part											
County library Statistics (Fig. 1)         County library Statistics (Fig. 1)         County library Statistics (Fig. 1)         Application Patient (Fig. 2)         Application Patient (Fig. 2)         Application Patient (Fig. 2)         Application Patient (Fig. 2	•	luntertown of Reconstract Inc								Owner's Project No.:	;
Control based sector based - State   Control base		ig nesources, rit. ter Solutions, Li C								Engineer's Project No.:	597
Fight   Paper   Paper   Fight   Figh   F		ad Septic Relief 2024 ad Septic Relief 2024									
Control   Cont	Application No.: FIN		From	05/20/25	\$		6/25/25			Application D	
Company   Comp		8	Ų.	a	2		4	9	* 7		
Contrigenting the particular of the particular					Š	4	1	A Parison	5	Work Cyrished Variable Variabl	* 1 = 4
Control general Vork Allonavork Onchred Council Control general Vork Allonavork Onchred Council Control Council		Description	em Quantity	unts	6	Peterinal Con		he Work	181	15)	
Electron control con	Contingency Worl	k Allowance (Owner Determined)	1	Lsum		00.000	5,000,00	0.93	4.865.00	4.665.00	The o
Mollication and Demoklization (National Potential Pot	Electrical Utility S.	ervice Allowance (Owner Determined)	1	Lsum		00000	5,000.00	1.00	5,900,00		(10%
Mobilization and Controller Registering (Nat December 1984)         1         Latum         5         2,000.00         2,000.00         5,000.00         5,000.00         5,000.00         5,000.00         5,000.00         5,000.00         5,000.00         5,000.00         100         5,500.	Maintenance and	Protection of Traffic	1	Lsum		00.000	8,000.00	1.00	8,000,00		00%
Construction Between 144   Latum 8   2,000.00         2,000.00 </td <td>Mobilization and</td> <td>Demobilization (Not to Exceed 5%)</td> <td>1</td> <td>Lsum</td> <td> </td> <td>00:000</td> <td>8,00000</td> <td>1.00</td> <td>90'CD'0'S</td> <td></td> <td>9600</td>	Mobilization and	Demobilization (Not to Exceed 5%)	1	Lsum		00:000	8,00000	1.00	90'CD'0'S		9600
Property Record Decuments         1         Isam         \$         \$5000         \$5000         \$1000	Construction Engi	heering (Not to Exceed 2%)	1	Lsum	. 7	500.00	2,500.00	1.00	3,530,00	L	9,00
Extended Survey   Extended S	Project Record Do	ocuments	щ	Lsum		500.00	800.00	1.00	506.00		900
Step of the stand Victor Standard Victo	Erosion and Sedin	nent Control	1	Lsum		500.00	1,500.00	1.00	1,549.00		930
State Landscaling the Restoration	Above Ground Vic	deo Survey	Ţ	Lsum		500.00	SCEDE	1.00	300.00		75/0
Description of the Intercepting   1   Islam   5   13,000.00   1,	Ţ	Restoration	Ŧ	Lsum		500.00	3,500.00	1.00	3,500,00		96%
Venectories         1         Listm         \$ 1,500.00         1,00         43,000.00         1,00         43,000.00         1,00         43,000.00         1,00         43,000.00         1,00         43,000.00         1,00         43,000.00         1,00         4,000.00         1,00         4,000.00         1,00         4,000.00         1,00         4,000.00         1,00         4,000.00         1,00         4,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         1,00         2,000.00         2,00			eri -	Lsum		500.00	7,500.00	1.00	7,500,00		9,00
Utility Pole Bracing         1 Jeum         \$ 1,500.00         1,500.00	T		<del>, ,</del>	Lsum		000.00	13,000.00	1.00	13,000,00		%20
Permove and Reset Property Pin   1   Ea   5   1,500.00   1,000.0	Liearing and Grub	Buids	1	Lsum		200.00	1,500.00	1.00	1,500.00		00%
Remove Asphalt Drive   1   1   1   2   5   500.00   500	Unity Pole Bracin	5	2	E	rri	500.00	3,000.00	1		1	030
Application of Special Backfill, No. 33         110         Cys         5         55.00         155.00         175.00         155.00         175.00         155.00         175.00         155.00         175.00 <td>Remove and Rese</td> <td>r Property Pin</td> <td>,</td> <td>E ,</td> <td></td> <td>500.00</td> <td>200:00</td> <td>1.00</td> <td>30000</td> <td></td> <td>960G</td>	Remove and Rese	r Property Pin	,	E ,		500.00	200:00	1.00	30000		960G
Special Backer In State I	Delinor Aspilati	II NE	ָר ה	3/5	Λ.	70.07	180.00	9:00	180.00		00%
Payerment, Asphalt, for Patching-Roadway   24   5ys   5   100.00   2/3(0.00)   15.00   14.00   15.00   15.00   15.00   15.00   14.00   15.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00   14.00   16.00   15.00	T	0, 53 hins / Hillry Botholing	110	3		25.00	2,750.00	110.00	2,750.00		70 00
Pavement, Asphalt, Or Patching Division   15   579   5   100.00   440.00   150.00	Т	t for Patching - Boackway	2	ن و		300.00	F, 42, 3, 45	9,00	An SCHOOL		260
33, Surface         42         Ton         \$ 22.00         \$ 924.00         20.00         440.00         6.00         440.00         1.00         440.00         1.00         440.00         1.00         45.00         1.00         35.00         1.00         35.00         1.00         35.00         1.00         35.00         1.00         35.00         1.00	Т	It, for Patching - Drives	11	sk SS		100.00	203105	15.00	1.500.00		
48 In. MH Type I.A, Sanitary, Depth > 10 Ft.         1         Ea         \$ 4,000.00         4,000.00         4,000.00         1.00         42,000.00         1.00         4,000.00         1.00         4,000.00         1.00         4,000.00         1.00         4,000.00         1.00         4,000.00         1.00		gate, No. 53, Surface	42	Ton		22.00	924.00	20.00	440.00		489%
48 In. MH Type LA, Sanitary, Depth < 10 ft.         1         Ea         \$ 3,500.00         8 506.00         1.00         8 500.00         1.00         4.575.00         1.575	48 in. MH Type I-4	4, Sanitary, Depth > 10 Ft	1	Ea		00.000	4,000.00	1.00	4,300	L	9200
Cleanout, 6 Inch, PVC         7         Ea         \$ 175.00         \$ 175.00         \$ 370.00         \$ 1,575.00         \$ 1,500.00		4, Sanitary, Depth < 10 Ft	1	Ea		500.00	3,500,00	1.00	3.500.00		860
Sanitary Sewer, 6 Inch, PVC Lateral         282         Lft         \$ 60.00         £6.200         £6.206 or         £7.206 or		PVC	7	Ea		175.00	1,225.00	9.00	1,575 (18		358
Samitary Sever, 8 inch, PVC         405         Lft         \$ 65.00         26.205.00         26.205.00         26.205.00         700.00         700.00         726.00		Inch, PVC Lateral	282	τŧ	÷	00.09	16,920.00	370.00	22,208.98		
Force Main, 1.5 Inch, HDPE DR9, IPS         25         Lft         \$ 50.00         1.256.00         7.00         1.256.00         1.256.00         1.00	_	Inch, PVC	405	#5	۲'n	65.00	26,325,00	300.00	19,500.00	L	
stem Discharge         1         Ea         5         75.00         75.00         7.00         355.00         7.00		ich, HDPE DR9, IPS	25	5	Ş	50.00	1,250,00	25.00	1,250,00	1,250.00	26%
stem Discharge         1         Ea         \$ 5,000 to 2000         2,000 to 2000         2,000 to 2000         1,00         2,000 to	Elbow, 6 In., 45, P	vc	1	Ea	S	75.00	75.00	7.00	525.00	7. 525.00 Tr	
Low Pressure Collection System Discharge         1         Ea         \$ 2,000.00         \$ 2,000.00         \$ 1.00         \$ 2,000.00         \$ 2,000.00         \$ 2,000.00         \$ 3.00 <td></td> <td>HDPE</td> <td>2</td> <td>Ea</td> <td></td> <td>50.00</td> <td>100.00</td> <td>•</td> <td></td> <td></td> <td>1000</td>		HDPE	2	Ea		50.00	100.00	•			1000
Marking Post         1         Ea         \$ 500.00         3.60.00         3.00         4,500.00         4,500.00         4,500.00         4,500.00         4,500.00         2.00         4,500.00         3.00         4		ection System Discharge	<b>F</b>	Ea	2	00.000	2,000.00	1.00	2,000.00		200
3         Ea         \$ 1,500,00         4,500,00         3.00         4,500,00         4,500,00           tenances         1         1,5um         \$ 86,513.00         86,513.00         86,513.00         -         86,513.00         -	T	7.0	1	Ea		200.00	20.005		300.00		9400
1   15um   \$ 86,513.00   86,545,50   1.00   86,543.60   -   86,543.00   1.00	Sewer Service Cor	nnection	3	Ea		200.00	4,500.00	3.00	4,500.00		990
	Grinder Station ar	nd Appurtenances	1	LSum	\$ 86,	513.00	86,313,00	1.00			900

Progress Estin	Progress Estimate - Unit Price Work						,	Con	Contractor's Application for Payment	for Payment
Owner:	Town of Huntertown							Own	Owner's Project No.:	
Engineer:	Engineering Resources, Inc.							Eneir	Engineer's Project No.:	5978
Contractor:	Krafft Water Solutions, LLC						- TENANT	God	Contractor's Project No	
Project:	Carroll Road Septic Relief 2024									
Contract:	Carroll Road Septic Relief 2024									
Application No.:	FINAL	Application Period:	From	05/20/25	\$	06/25/25			Application Date:	06/25/25
										ı
s.	9			Contract It	formation		G Wurt Cample es		A.C. modern	10 (c) (d) (d) (d)
						Walter of Bird Hown	Estimated Malue of Work Districts Commission in bate. In	Materials	and Posterials angleson	A STATE OF THE PARTY OF THE PAR
8ld Ifem					Strift Price	H	h (EXE)		10.00	
No.	Description	A STATE OF THE STA	fern Quantity	Diffs	Œ	tage   the t	the Work   15)	3	(5)	(9)
					Cha	Charge Griders				
02 Adjust	Adjust Final Contract		(1.00)	1.00) Lsum	5,464.00	15,464.10)			960	(5,464,00)
				Chang	Change Order Totals 💲	5 (5,464.00)	\$ .	••	\$ %0	
					After Conflic	Original Contract and Change Orders				
					Project Totals	Project Totals \$ 218,823.90	\$ 210,823.00 \$	. \$ 710,823,00	210.823.00   100K S	

Stored Mater	Stored Materials Summary			i			Cor	Contractor's Application for Payment	for Payment
Owner:	Town of Huntertown						Owner's Project No.:	No.:	
Engineer:	Engineering Resources, Inc.						Engineer's Project No.:	# No.:	5978
Contractor:	Krafft Water Solutions, LLC						Contractor's Project No.:	ect No.:	
Project: Contract:	Carroll Road Septic Relief 2024 Carroll Road Septic Relief 2024						•		
	`								
Application No.:	FINAL		Application Period:	From	05/20/25 to	06/25/25		Application Date:	06/25/25
•					RS902000	Med A Control of the	A Section of the Sect	ORK OF THE STATE OF	W
ST TOTAL	SuperParis No.			No other Majoribe	Andrew American Property Services		Burning Asserts		A STATE OF
Of the flee, No.	Salpher Specification Invoice No. Section No. 1	Description of Materials br Fustiment Street		Appendix	Special Agencial	Pane (GH)	Plant Moretha Section		2
32	98337	Grinder Package		1		00.080.00	20.980.00	do nacion	ie.
32	17956	Service Electrical Panel	Shop	2	5,340.00	5,340,00	5,340.00	8.340.00	
11	419	BNS Customs Sign	Shop	2	8,450.00	8,450.00	8,450.00	8,450.00	
32	18292	Service Electric Panel	Shop	3	10,048.00	10,648,00	10,048.00	30,548.00	
									,
				+					
								•	
							-		
				Totals	44,818.00   \$	44,818.00   \$	Totals \$ 44,818.00   \$	\$ 44,818.00 \$	

# WILLOW CREEK MIDDLE SCHOOL CONNECTION CHARGES

					IS = \$92,500			$\times 1,000 \text{ students} = $50,000$	IS = \$74,000	IS = \$44,400	\$270,479.15	
ZUZS rees Per Ordinance (Assuming 37 ERUS)		\$75.00	\$500.00	\$8,929.15	\$2,500 x37 ERUS =		\$75.00	Tap Fee: \$50 per enrolled pupil x1,000 s	\$2,000 x37 ERUS =	\$1,200 x37 ERUS =	TOTAL:	
ZUZ5 Fees Pe	WATER	Permit Fee:	Tap Fee:	Meters (2" & 4"):	System Development Charge:	SEWER:	Permit Fee:	Tap Fee: \$	Area Connection Fee:	System Development Charge:		
ERU)		\$75.00	\$500.00	\$11,389.00			\$75.00	\$500.00	\$2,000.00	\$1,200.00	\$15,739.00	
Quoteu rees (Assuming 1 ERU)	WATER	Permit Fee:	Tap Fee:	Meters (2" & 6"):		SEWER:	Permit Fee:	Tap Fee:	Area Connection Fee:	System Development Charge:	TOTAL:	

contractors \$15,739.00 for connection/tap fees. This is because an internal call was made to use a one (1) ERU calculation for the school, as had been done for Aspen Meadow Elementary in 2019. However, the actual connection/tap charge for the Middle School would be \$270,479.15 using the correct ERU count (~37), applying the Tap Fee per the ordinance, and with the addition of the Water System Development Charge, which was When contacted by contracting firms interested in submitting bids for the construction of the Willow Creek Middle School, Huntertown quoted not enacted when NACS was quoted their fees.

2024, and what has been built into their budget; and (2) the school will be paying these fees with taxpayer money, and we should attempt to lower It is my recommendation to assess the Willow Creek Middle School as one (1) ERU for two reasons: (1) this is what the school was quoted in early the burden on tax payers as much as possible (as I believe was the original intent of only assessing one (1) ERU).