



**HUNTERTOWN UTILITY BOARD  
MEETING AGENDA  
Monday, January 5, 2025, 5:00 p.m.  
Huntertown Town Hall, 15617 Lima Road**

**Call to order with Pledge of Allegiance**

**Approval of Minutes**

- December 15, 2025

**New Business**

- New Water and Sewer service application – NACS Transportation Center
- New Water and Sewer service application – The Learning Experience
- Pay Application No. 5 -R. Yoder Construction for WWTP Phase 3
- Pay Application No 6: R.G. Zachrich Construction – lift station improvements
- Change Order No. 1: R.G. Zachrich Construction - lift station improvements
- Pay Application No 7 (Final): R.G. Zachrich Construction - lift station improvements
- Pay Application No 4: Landmark Structures – water tower and main extension
- USB Resolution 2026-001 – USB Attorney Contract for 2026
- USB Resolution 2026-002 – USB Engineer Contract for 2026
- Vehicle quote – 2026 Chevy Silverado 2500
- Vehicle quote – Town Hall vehicle
- 2025 attorney contract not-to-exceed amount

**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 Monday, February 2, 2026, at 5 p.m.  
Meeting can be streamed online at [www.youtube.com/@TownofHuntertownIndiana](http://www.youtube.com/@TownofHuntertownIndiana)**

**Utility Board Member appointments**

Michael Stamets 3-year term expiring 12/31/2026  
Dan Roy 3-year term expiring 12/31/2027  
Anthony Ramey 3-year term expiring 12/31/2028

Town Council appointee  
Town Council Executive appointee  
Town Council Executive appointee

**Town of Huntertown Utility Service Board Meeting Minutes for Monday, December 15, 2025**  
**Huntertown Town Hall, 15617 Lima Road**

A public meeting of the Huntertown Utility Service Board was held on Monday, December 15, 2025. The meeting was held at Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Tony Ramey and Dan Roy; Town Manager Hannah Walker; Clerk-Treasurer Ryan Schwab; Street Superintendent Randy Bailey; Steven Cardenas, and Derek Frederickson of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; two (2) members of the public and zero (0) members of the media. Board Member Michael Stamets was absent. The meeting was streamed 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**

Dan Roy made a motion to approve the minutes of the December 1, 2025, meeting as presented. Tony Ramey seconded. Motion carried 2-0.

Dan Roy made a motion to decline interviewing attorney and engineer applicants and move forward with contracts with Hawk Haynie Kammeyer and Smith (attorney) and Engineering Resources Inc. (Engineering). Tony Ramey seconded. Hannah Walker provided the board with an overview of the scores for attorney and engineering services that were compiled by the scoring committee following the acceptance of Requests for Qualifications. Brandon Seifert, Town Council Vice-President and resident of 15470 Towne Gardens Court, was given the opportunity to address the board. He asked that the top three engineering firms be interviewed. He also asked that the board consider a one-year contract instead of a three-year contract. Hannah Walker noted that the RFQ stated that the town was looking for a one-year contract with two one-year renewal options. Tony Ramey said the scores were pretty clear as to the choice of the committee and did not see the need to interview. Dan Roy added that the history the two firms have with the town would be difficult to replace. After no further discussion, the motion was carried 2-0.

Dan Roy made a motion to approve a quote from Fox Contractors in the amount of \$52,085, for the oversizing of the regional sewer force main in the Broad Acres subdivision. Tony Ramey seconded. Hannah Walker noted the work was completed in 2023 and the town has been waiting on an invoice. Tony Ramey asked why the work was done without approval of the town and what would happen if the invoice was not approved. Derek Frederickson acknowledged that the work should have been pre-approved but advised the board that paying the invoice would be in the best interest of the Town. After no further discussion, the motion was carried 2-0.

Dan Roy made a motion to approve a quote from Brown Equipment in the amount of \$112,334.12 for an IBK Mainlite T66 with Minlite Orion push camera, noting that the water and sewer utility would each be responsible for one-third (\$37,444.70) of the total cost. Tony Ramey seconded. Motion carried 2-0.

**NEW BUSINESS**

Outside of the items listed under Board Action, the following New Business was brought forth:

- Hannah Walker reported that employee Dillon Shellman continues to progress well through the Alliance of Indiana Rural Water Apprenticeship program and received another pay increase per the Memorandum of Understanding. He will be increased from \$23.50 an hour to \$24.44 an hour.

**OLD BUSINESS**

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

**REPORTS**

Outside of items listed under Board Action, Town Manager Hannah Walker had no further report.

Clerk-Treasurer Ryan Schwab had no report.

Representatives from Engineering Resources had no report.

Michael Hawk had no report.

**PUBLIC COMMENT**

None were brought forth.

Dan Roy made a motion to adjourn. Tony Ramey seconded. Motion passed with a voice vote, and the meeting was adjourned at 5.19 p.m.

Attest: \_\_\_\_\_

Anthony Ramey  
President

Ryan Schwab  
Clerk Treasurer



## Town of Huntertown - 2025

15617 Lima Road \* PO Box 95 \* Huntertown, IN 46748

Phone (260)637-5058 \* [www.huntertown.org](http://www.huntertown.org) \* 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	<input checked="" type="checkbox"/>
Water Main Extension	<input type="checkbox"/>
Sewer Main Extension	<input type="checkbox"/>

#### Property Owner Information:

Name: Northwest Allen County Schools  
Address: 12913 Coldwater Road, Fort Wayne, IN 46845  
Phone: 260-637-3155  
E-mail: Brandon.Bitting@nacs.k12.in.us

#### Developer / Responsible Party:

Company: Northwest Allen County Schools  
Contact Person: Brandon Bitting  
Address: 12913 Coldwater Road, Fort Wayne, IN 46845  
Phone: 260-637-3155  
E-mail: Brandon.Bitting@nacs.k12.in.us

#### Engineer Information:

Company: A&Z Engineering, LLC  
Contact Person: Andy Bearman  
Address: 1220 Ruston Pass, Fort Wayne, IN 46825  
Phone: 260-485-7077  
e-mail: abearman@az-engineering.net

#### Single Lot / Service:

Number of Bedrooms N/A  
Number of Bathrooms N/A

Existing Well? Y/N

Existing Septic? Y/N

Property Owner / Development Name:

NACS Transportation Center

Location / Address:

2448 Hathaway Road, Fort Wayne, IN 46845

Number of Sewer Connections: 1

Number of Water Connections: 1

[Signature] 12-10-25  
Property Owner Signature Date

**Purpose of Request:** (Attach additional pages if needed)

New transportation facility connecting to existing water and sewer utilities on the Aspen Meadow Elementary School property.

### APPROVALS

**Utility Service Board Conditional Approval of Service<sup>1</sup>**

\_\_\_\_\_  
Signature Date

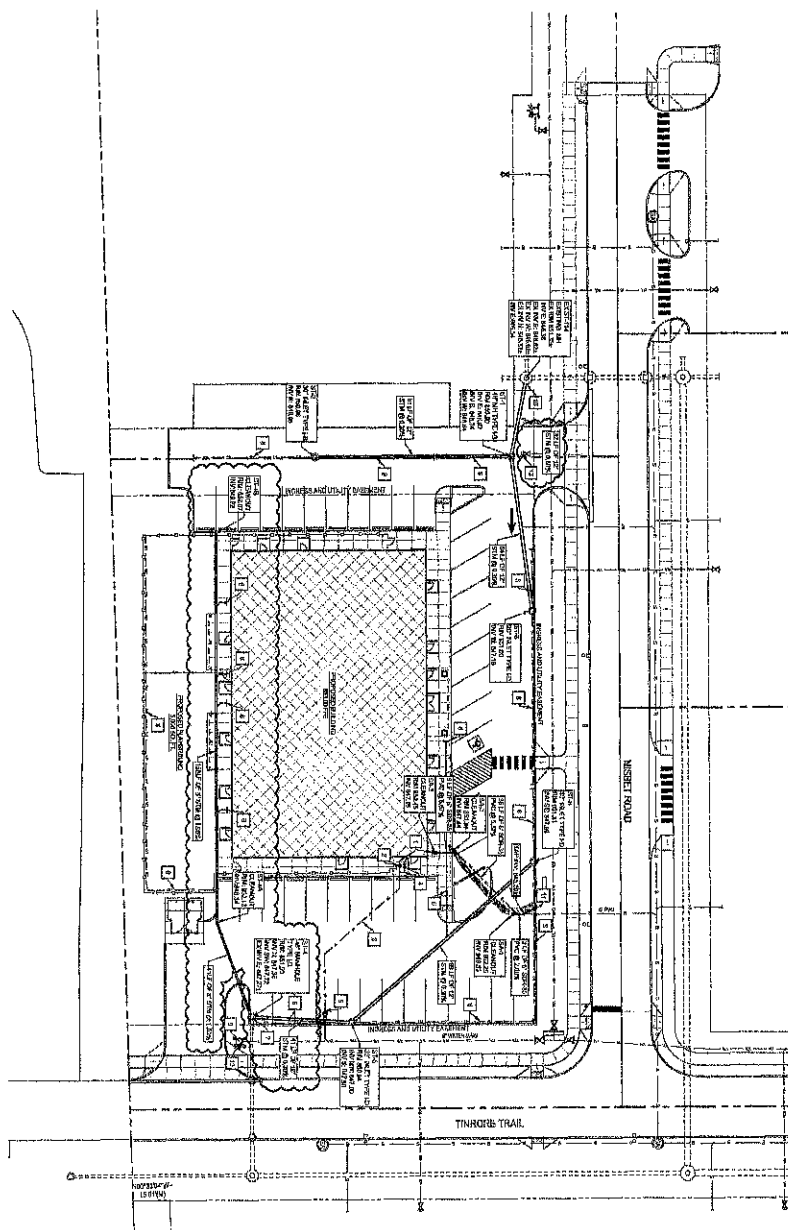
**Utilities Representative Technical Review Approval**

\_\_\_\_\_  
Signature Date

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

CONNECT PROPOSED  
SANITARY SEWER TO  
EXISTING ASPEN MEADOWS  
ES LIFT STATION IF WE CAN  
SHOW SUFFICIENT  
CAPACITY (IT WAS  
ORIGINALLY DESIGNED TO  
ACCOMMODATE FUTURE  
FACILITIES)

CONNECT WATER TO EXISTING 8"  
WATER MAIN STUB INSTALLED WITH  
THE ASPEN MEADOWS ES PROJECT  
FOR THIS FUTURE PURPOSE  
(EXISTING WATER MAIN LOOPS  
AROUND ASPEN MEADOWS)



**SCALE: 1" = 20'**










**SITE UTILITY PLAN**

**DATE: 11/11/2011**

### UTILITY NOTES

- [illegible]

## PROPOSED LEGEND

- |  |  |                               |
|--|--|-------------------------------|
|  | <b>FEDERAL BUREAU OF INVESTIGATION</b> | <b>REPORT</b>                 |
|  | <b>IDENTIFICATION REPORT</b>           | <b>IDENTIFICATION</b>         |
|  | <b>DATE MADE</b>                       | <b>DATE OF IDENTIFICATION</b> |
|  | <b>FILE NUMBER</b>                     | <b>IDENTIFICATION NUMBER</b>  |
|  | <b>DOEN</b>                            | <b>IDENTIFICATION</b>         |
|  | <b>ADDITIONAL IDENTIFICATION</b>       | <b>IDENTIFICATION</b>         |
|  | <b>IDENTIFICATION</b>                  | <b>IDENTIFICATION</b>         |
|  | <b>IDENTIFICATION</b>                  | <b>IDENTIFICATION</b>         |
|  | <b>IDENTIFICATION</b>                  | <b>IDENTIFICATION</b>         |

[illegible]

**WATER SERVICE NOTES**

6. **WARRANTS** are issued by a judge or magistrate, and are used to authorize the search of a person's home or other premises for evidence of a crime. They are also used to authorize the arrest of a person.
7. **ARRESTS** are made by the police or other law enforcement officers. They are made when a person is suspected of committing a crime, or when there is evidence that a person has committed a crime.
8. **CHARGES** are made by the prosecutor. They are made when there is evidence that a person has committed a crime, and the prosecutor believes that the person should be charged with a crime.
9. **TRIALS** are held in court. They are held to determine if a person is guilty of a crime, and if so, what the punishment should be.
10. **SENTENCES** are made by the judge. They are made after a person has been found guilty of a crime, and the judge decides what the punishment should be.

## SEWER SERVICE NOTES

- [illegible]

**Contractor's Application for Payment**

<b>Owner:</b> <u>Town of Huntertown</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Engineering Resources, Inc.</u>	<b>Engineer's Project No.:</b> <u>5678</u>
<b>Contractor:</b> <u>R. Yoder Construction, Inc.</u>	<b>Contractor's Project No.:</b> <u>2515CO01</u>
<b>Project:</b> <u>Huntertown Wastewater Treatment Plant Expansion: Phase 3</u>	
<b>Contract:</b> <u>Huntertown Wastewater Treatment Plant Expansion: Phase 3</u>	
<b>Application No.:</b> <u>5</u>	<b>Application Date:</b> <u>12/29/2025</u>
<b>Application Period:</b> <b>From</b> <u>12/1/2025</u> <b>to</b> <u>12/31/2025</u>	

1. Original Contract Price	\$ 14,055,300.00
2. Net change by Change Orders	\$
3. Current Contract Price (Line 1 + Line 2)	\$ 14,055,300.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,999,648.85
5. Retainage	
a. 5% X \$ 3,442,676.69 Work Completed =	\$ 172,133.83
b. 5% X \$ 556,972.16 Stored Materials =	\$ 27,848.61
c. Total Retainage (Line 5.a + Line 5.b)	\$ 199,982.44
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,799,666.41
7. Less previous payments (Line 6 from prior application)	\$ 2,661,916.75
8. Amount due this application	\$ 1,137,749.66
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 10,255,633.59

  
**Contractor's Certification**

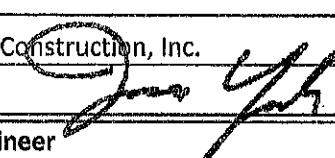
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> <u>R. Yoder Construction, Inc.</u>	
<b>Signature:</b> 	<b>Date:</b> <u>12/29/2025</u>

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

# Progress Estimate - Lump Sum Work

Owner:	Town of Hurlertown	Contractor's Application for Payment
Engineer:	Engineering Resources, Inc.	Owner's Project No.: 5678
Contractor:	R. Yoder Construction, Inc.	Engineer's Project No.: 2515C001
Project:	Huntertown Wastewater Treatment Plant Expansion: Phase 3	
Contract:	Huntertown Wastewater Treatment Plant Expansion: Phase 3	

Application No.: 5		Application Period:		From	to	12/31/25		Application Date:	
A	B	C	D	E	F	G	H	I	J
Item No.	Description	Scheduled Value (\$)	(D) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G/H)	Balance to Finish (G - I) (\$)	
<b>Original Contract</b>									
01	General Requirements								
01A	PM & Site Superintendent	366,956.25	101,931.35	20,386.00	-	122,317.35	33%	244,638.90	
01B	Mobilization (R Yoder)	33,071.70	33,071.70		-	33,071.70	100%	-	
01C	Submittals	55,327.70	48,411.73		-	48,411.73	87%	6,915.97	
01D	Permits	15,597.70	13,597.70		-	13,597.70	100%	-	
01E	Temp Utilities (Heat & Electricity)	25,838.50	15,222.83	20,000.00	-	20,000.00	77%	5,838.50	
01F	Temp Fence	20,274.50	15,222.83		-	15,222.83	75%	5,051.67	
01G	Field Office	50,876.50	8,617.70	3,024.37	-	11,642.67	23%	39,233.83	
01H	Temp Services (Porta John, Dumpsters, Signage)	72,963.10	19,227.51		-	19,227.51	27%	52,835.59	
01I	Material Testing	63,304.25	7,669.41		-	7,669.41	12%	55,634.84	
01J	Construction Staking	38,666.10	9,209.81		-	9,209.81	15%	49,456.29	
01K	Daily Cleaning Labor & Material	30,044.88	1,800.00		-	1,800.00	6%	28,244.88	
01L	Final Cleaning & Labor	14,710.50			-		0%	14,710.50	
01M	Insurance & Bonding	108,321.14	108,321.14		-	108,321.14	100%	-	
01N	Demobilization	33,071.70			-		0%	33,071.70	
02	Selective Demolition								
02A	Above Ground Video Survey	13,214.50	13,214.50		-	13,214.50	100%	-	
02B	Clean Existing Aerated Sludge Holding Tanks	230,138.17			-		0%	230,138.17	
02C	Collection Box Demo Labor & Material	11,128.00			-		0%	11,128.00	
03	Concrete								
03A	Mobilization (Sterling)	17,248.40	17,248.40		-	17,248.40	100%	-	
03B	Final Clarifiers Labor	314,922.40			-		0%	314,922.40	
03C	Final Clarifiers Material	196,854.32		11,128.00	-	11,128.00	6%	185,726.32	
03D	Final Clarifiers Rebar Package	72,220.72		72,220.72	-	72,220.72	100%	-	
03E	Aerated Sludge Holding Base Slab Labor	360,547.20	360,547.20		-	360,547.20	100%	-	
03F	Aerated Sludge Holding Base Slab Material	184,279.68	184,279.68		-	184,279.68	100%	-	
03G	Aerated Sludge Holding Wall Labor	280,982.00	11,128.00	200,000.00	-	211,128.00	75%	69,854.00	
03H	Aerated Sludge Holding Walkway Labor	36,722.40			-		0%	36,722.40	
03I	Aerated Sludge Holding Wall & Walk Material	238,806.88	122,408.00	89,024.00	-	211,432.00	89%	27,374.88	
03J	Aerated Sludge Holding Rebar Package	302,570.32	166,920.00	135,650.32	-	302,570.32	100%	-	
03K	Aerated Sludge Equipment Building Labor	81,790.80	40,895.40	40,895.40	-	40,895.40	50%	40,895.40	
03L	Aerated Sludge Equipment Building Material	46,181.20	23,090.60		-	23,090.60	50%	23,090.60	
03M	Collection Box Labor & Material	45,736.08			-		0%	45,736.08	
03N	Preliminary Treatment Improvements Labor & Material	19,251.44			-		0%	19,251.44	
03O	Site Improvements Labor & Material	19,919.12			-		0%	19,919.12	





# Progress Estimate - Lump Sum Work

Owner:	Town of Hometown	Owner's Project No.:	5678
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	2515CO01
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	
Project:	Huntertown Wastewater Treatment Plant Expansion: Phase 3		
Contract:	Huntertown Wastewater Treatment Plant Expansion: Phase 3		

## Contractor's Application for Payment

Application No.:		5		Application Period:		From		12/01/25		to		12/31/25		Application Date:	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item No.	Description	Scheduled Value (\$)	(D+E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/H) (%)	Balance to Finish (G-I) (\$)							
09K	Preliminary Treatment & Odor Control Painting & High Performance Coatings Labor & Material	445.12			-		0%	445.12							
09L	Oxidation Ditch Painting and High Performance Coatings Labor & Material	472.94			-		0%	472.94							
09M	Clarifier Improvements Painting and High Performance Coatings Labor & Material	15,995.39			-		0%	15,995.39							
09N	RAS/AVAS PS Painting & High Performance Coatings Labor & Material	7,996.58			-		0%	7,996.58							
09O	UV Improvements Painting & High Performance Coatings Labor & Material	534.14			-		0%	534.14							
09P	Plant Water Pump Station & High Performance Coatings Labor & Material	1,869.50			-		0%	1,869.50							
09Q	Effluent Pump Station Painting & High Performance Coatings Labor & Material	934.75			-		0%	934.75							
09R	Aerated Sludge Tank Painting & High Performance Coatings Labor & Material	11,639.89			-		0%	11,639.89							
09S	Aerated Sludge Equipment Building Painting & High Performance Coatings Labor & Material	28,487.68			-		0%	28,487.68							
09T	Solids Processing Building Painting & High Performance Coatings Labor & Material	6,832.59			-		0%	6,832.59							
10	Specialties														
10A	Fire Extinguishers Material	389.48	389.48		-	389.48	100%	-							
22	Plumbing														
22A	U/G Labor & Material	20,030.40			-	20,030.40	100%	-							
22B	Plumbing In Wall Rough In Labor & Material	24,871.08			-		0%	24,871.08							
22C	Plumbing Overhead Rough In Labor & Material	5,564.00			-		0%	5,564.00							
22D	Plumbing Final Labor & Material	19,585.28			-		0%	19,585.28							
23	Mechanical														
23A	Mobilization (T&T Mechanical & Plumbing)	556.40			-		0%	556.40							
23B	Mini Split Labor & Material	18,027.36			-		0%	18,027.36							
23C	Exhaust Fan/Lower Labor & Material	18,962.11			-		0%	18,962.11							
23D	Electric Heater Labor & Material	2,893.28			-		0%	2,893.28							
23E	Test & Balance	1,402.13			-		0%	1,402.13							
23F	Closeouts	445.12			-		0%	445.12							

Progress Estimate - Lump Sum Work

Owner:	Town of Hometown	Owner's Project No.:	5678
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	2515C001
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	
Project:	Huntertown Wastewater Treatment Plant Expansion: Phase 3		
Contract:	Huntertown Wastewater Treatment Plant Expansion: Phase 3		

Contractor's Application for Payment

Application No.:		5		Application Period:		From		12/01/25		to		12/31/25		Application Date:	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item No.	Description	Scheduled Value (\$)	(D) - Work Completed From Previous Application (\$)	(E) - Work Completed This Period (\$)	(F) - Materials Currently Stored (Not in D or E) (\$)	(G) - Work Completed and Materials Stored to Date (D + E + F) (\$)	(H) - % of Scheduled Value (G/C) (%)	(I) - Balance to Finish (C - G) (\$)							
26	Electrical														
26A	PM & Site Foreman (Yager)	86,939.39	34,410.06	1,243.73	-	35,653.79	41%	51,285.60							
26B	Temp Power & Lights	29,970.38	7,804.04		-	7,804.04	33%	16,166.34							
26C	Permits	15,925.95	15,925.95		-	15,925.95	100%	-							
26D	Mobilization (Yager)	26,478.63	26,478.63		-	26,478.63	100%	-							
26E	Subcontracted Excavation Labor & Equipment	35,761.61	6,454.24		-	6,454.24	18%	29,307.37							
26F	Subcontracted Fiber Labor, Equipment & Material	83,367.19			-		0%	83,367.19							
26G	Gear Package	123,231.03			-	34,841.74	28%	88,389.29							
26H	Lighting Package	28,104.43			-		0%	28,104.43							
26I	Preliminary Treatment Facility Labor & Equipment	12,753.36	3,868.91	1,051.07		4,919.98	39%	7,833.38							
26J	Preliminary Treatment Facility Material	43,695.87	19,836.20		-	19,836.20	45%	23,859.67							
26K	EQ Tank Labor & Equipment	15,134.75			-		0%	15,134.75							
26L	EQ Tank Material	27,827.34			-	2,885.39	10%	24,941.95							
26M	Oxidation Ditch Electrical Labor & Equipment	30,765.14		11,901.95		11,901.95	39%	18,863.19							
26N	Oxidation Ditch Electrical Material	27,827.34		12,918.92		12,918.92	46%	14,908.42							
26O	Final Clarifier Electrical Labor & Equipment	51,949.51	319.29		-	319.29	1%	51,630.22							
26P	Final Clarifier Electrical Material	115,231.11			-	13,479.19	12%	101,751.92							
26Q	Plant Water Pump Station Labor & Equipment	23,068.07	1,384.14		-	1,384.14	6%	21,683.87							
26R	Plant Water Pump Station Material	19,883.08	100.26		-	1,823.35	10%	17,969.47							
26S	Effluent Pump Station Labor & Equipment	29,019.15	6,600.83	749.35		7,350.18	25%	21,668.97							
26T	Effluent Pump Station Material	26,240.49	2,221.31		-	471.69	10%	23,547.49							
26U	Solids Processing Building Labor & Equipment	23,069.01	4,613.80	2,241.70		6,855.50	30%	16,213.51							
26V	Solids Processing Building Material	107,169.98	4,210.99		-	8,291.75	17%	94,567.24							
26W	Aerated Sludge Holding Equipment Building Labor & Equipment	40,524.39	16,209.75	4,052.45		20,262.20	50%	20,262.19							
26X	Aerated Sludge Holding Equipment Building Material	115,104.25		64,889.99		4,219.36	60%	45,994.90							
26Y	Aerated Sludge Holding Tanks Labor & Equipment	45,681.11	2,221.66		-	2,221.66	5%	43,459.45							
26Z	Aerated Sludge Holding Tanks Material	107,169.98			-	12,502.74	12%	94,667.24							
26AA	Site Lighting Labor	22,260.01	1,584.91		-	1,584.91	7%	20,675.10							
26AB	Site Lighting Material	19,099.65			-	1,827.43	10%	17,272.22							
26AC	Demobilization (Yager)	10,371.95			-		0%	10,371.95							

# Progress Estimate - Lump Sum Work

## Contractor's Application for Payment

Owner:	Town of Huntartown	Owner's Project No.:	5678
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	2515C001
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	
Project:	Huntartown Wastewater Treatment Plant Expansion: Phase 3		
Contract:	Huntartown Wastewater Treatment Plant Expansion: Phase 3		

Application No.:		5		Application Period:		From		to		12/31/25		Application Date:	
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description	Scheduled Value (\$)	(D+E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (Not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/H)	Balance to Finish (C-G) (\$)					
31	Earthwork												
31A	Mobilization Labor & Equipment (ES)	12,993.05	2,597.27	3,899.26	-	6,496.53	50%	6,496.52					
31B	Supervision Labor & Equipment (ES)	21,272.28	1,190.69	2,000.15	-	3,190.84	15%	18,081.44					
31C	Site Asphalt & Concrete Demo Labor & Equipment	2,944.47			-		0%	2,944.47					
31D	Erosion Control Labor & Equipment	7,239.88	6,515.89	723.99	-	7,239.88	100%						
31E	Erosion Control Material	8,383.84	8,383.84		-	8,383.84	100%						
31F	Site Cut & Fill Labor & Equipment	185,401.38	37,078.49		-	37,078.49	20%	148,322.89					
31G	Prep for Sidewalks Labor & Equipment	8,482.87			-		0%	8,482.87					
31H	Prep for Sidewalks Material	1,323.12			-		0%	1,323.12					
31I	Grade Site Labor & Material	12,127.29			-		0%	12,127.29					
31J	Topsoil Replacement Labor & Equipment	10,349.04			-		0%	10,349.04					
31K	Aerated Sludge Holding Equipment Building Labor & Equipment	12,378.79	6,189.39	862.42	-	7,051.81	57%	5,326.98					
31L	Aerated Sludge Holding Equipment Building Material	7,858.59	3,929.29	812.34	-	4,741.63	60%	3,116.96					
31M	Aerated Sludge Holding Tank Labor & Equipment	89,442.41	44,721.20		-	44,721.20	50%	44,721.21					
31N	Aerated Sludge Holding Tank Material	119,910.88	59,955.44		-	59,955.44	50%	59,955.44					
31O	Final Clarification Labor & Equipment	138,365.55	69,182.77		-	69,182.77	50%	69,182.78					
31P	Final Clarification Material	97,977.59	48,988.79		-	48,988.79	50%	48,988.80					
31Q	Influent Collection Box Labor & Equipment	8,013.27			-		0%	8,013.27					
31R	Influent Collection Box Material	784.52			-		0%	784.52					
31S	Dewatering	222,560.00	62,380.00	12,000.00	-	74,380.00	33%	148,180.00					
31T	Shoring	389,480.00	389,480.00		-	389,480.00	100%						
31U	Rammed Aggregate Piers Mobilization	50,076.00	50,076.00		-	50,076.00	100%						
31V	Rammed Aggregate Piers Installation & Design	6,899.36	6,899.36		-	6,899.36	100%						
31W	Rammed Aggregate Piers Modulus Test	8,902.40	8,902.40		-	8,902.40	100%						
32	Exterior Improvements												
32A	Type A Pavement Labor & Equipment	19,796.71			-			19,796.71					
32B	Type A Pavement Material	13,197.81			-			13,197.81					
32C	Mill and Overlay Labor & Equipment	5,942.35			-			5,942.35					
32D	Mill and Overlay Material	3,961.57			-			3,961.57					
32E	Roadway Patching Labor & Equipment	5,975.74			-			5,975.74					
32F	Roadway Patching Material	3,983.82			-			3,983.82					
32G	Chain Link Fence & Gates Labor & Material	22,367.28			-			22,367.28					
32H	Turf and Grasses Labor & Material	12,379.90			-			12,379.90					

# Progress Estimate - Lump Sum Work

# Contractor's Application for Payment

Owner:	Town of Hurltown	Owner's Project No.:	
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	5678
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	2515C001
Project:	Hurltown Wastewater Treatment Plant Expansion: Phase 3		
Contract:	Hurltown Wastewater Treatment Plant Expansion: Phase 3		

Application No.: S		Application Period:		From	to	12/31/25		Application Date:	
A	B	C	D	E	F	G	H	I	J
Item No.	Description	Scheduled Value (\$)	(D+E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/H)	Balance to Finish (G-I) (\$)	
33	Utilities						0%		
33A	Manhole Labor & Equipment	9,941.76					0%	9,941.76	
33B	Manhole Material	29,961.03			29,961.03	29,961.03	100%		
33C	RAS/WAS Labor & Equipment	12,398.82					0%	12,398.82	
33D	RAS/WAS Material	333.84					0%	333.84	
33E	Force Main Labor & Equipment	46,454.95					0%	46,454.95	
33F	Force Main Material	89,805.19					0%	89,805.19	
33G	6"-24" Piping Labor & Equipment	91,733.67					0%	91,733.67	
33H	6"-24" Piping Material	509,487.69					0%	509,487.69	
33I	Clarifier Piping Labor & Equipment	72,395.43					0%	72,395.43	
33J	Clarifier Piping Material	285,352.33					0%	285,352.33	
33K	10" Air Line Labor & Equipment	126,642.20					0%	126,642.20	
33L	10" Air Line Material	34,164.07					0%	34,164.07	
33M	Storm Sewer Labor & Equipment	84,807.60					0%	84,807.60	
33N	Storm Sewer Material	9,630.17					0%	9,630.17	
33O	Waterline Labor & Equipment	15,837.37					0%	15,837.37	
33P	Waterline Material	33,465.23					0%	33,465.23	
40	Process Interconnections	41,602.03					0%	41,602.03	
40A	Design and Submittals	44,512.00	40,000.00			40,000.00	90%	4,512.00	
40B	Orbel Drive VFD	43,176.64					0%	43,176.64	
40C	Effluent Pump VFD	34,496.80					0%	34,496.80	
40D	Decant Pump CP	99,039.20					0%	99,039.20	
40E	ASH Blower VFD's	140,546.64					0%	140,546.64	
40F	Clarifier LCP's	19,362.72					0%	19,362.72	
40G	Sludge Transfer Pump Replacement VFD's	20,030.40					0%	20,030.40	
40H	Decant Instrumentation	13,910.00					0%	13,910.00	
40I	EQ Basin Instrumentation	4,006.08					0%	4,006.08	
40J	SCADA Programming	27,842.26					0%	27,842.26	
40K	Checkout & Startup	27,263.60					0%	27,263.60	
40L	Training	4,006.08					0%	4,006.08	
40M	Final Documentation	1,669.20					0%	1,669.20	



# Progress Estimate - Lump Sum Work

# Contractor's Application for Payment

Owner:	Town of Hurlertown	Owner's Project No.:	
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	5678
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	2515/C001
Project:	Hurlertown Wastewater Treatment Plant Expansion: Phase 3		
Contract:	Hurlertown Wastewater Treatment Plant Expansion: Phase 3		

Application No.: 5		Application Period:		From		to		12/31/25		Application Date:	
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Scheduled Value (\$)	Work Completed (D+E) from Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D+E+F) (\$)	% of Scheduled Value (G/H)	Balance to Finish (I - J) (\$)			
45	Water and Wastewater Equipment										
46A	Mobilization (Maddox)	43,399.20									
46B	Collection Box Improvements Labor	16,024.32									
46C	Collection Box Improvements Material	10,682.88									
46D	Collection Box Improvements Equipment (HPT)	13,353.60									
46E	Preliminary Treatment Improvements Labor	32,716.32									
46F	Preliminary Treatment Improvements Material	14,021.28									
46G	Preliminary Treatment Improvements Equipment (HPT)	479,171.68	47,445.11			47,445.11	10%				
46H	Oxidation Ditch Improvements Labor	76,516.13									
46I	Oxidation Ditch Improvements Material	19,129.03									
46J	Oxidation Ditch Improvements Equipment (HPT)	395,489.12	94,076.20			94,076.20	24%				
46K	Clarifier Improvements Labor	230,127.04									
46L	Clarifier Improvements Material	57,531.76									
46M	Clarifier Improvements Equipment (HPT)	839,340.53	94,076.91			94,076.91	11%				
46N	UV Improvements Labor	41,396.16									
46O	UV Improvements Material	10,349.04									
46P	UV Improvements Equipment (HPT)	127,415.60	24,939.20	19,112.34		44,051.54	35%				
46Q	Plant Water Pump Station Revisions Labor	38,725.44									
46R	Plant Water Pump Station Improvements Labor	58,088.16									
46S	Effluent Pump Station Improvements Labor	53,970.80									
46T	Effluent Pump Station Improvements Material	80,956.20									
46U	Effluent Pump Station Improvements Equipment (HPT)	75,486.79									
46V	Aerated Sludge Holding Tanks Labor	345,691.32									
46W	Aerated Sludge Holding Tanks Material	18,194.28									
46X	Aerated Sludge Holding Tanks Building Labor	67,658.24									
46Y	Aerated Sludge Holding Tanks Building Material	101,264.80									
46Z	Aerated Sludge Holding Tanks & Equipment Building Equipment (HPT)	1,516,322.42	18,369.71	136,407.02		154,776.73	10%				
46AA	Solids Processing Building Improvements Labor	41,396.16									
46AB	Solids Processing Building Improvements Material	62,094.24									
46AC	Solids Processing Building Improvements Equipment (HPT)	107,433.05				107,433.05	100%				
46AD	Demobilization (Maddox)	28,932.80									

Owner's Project No.:  
Engineer's Project No.:  
Contractor's Project No.:

EJCDC C-620 Contractor's Application for Payment

### Contractor's Application for Payment

[illegible]



**PARTIAL WAIVER OF LIEN**

State of Indiana, SS:

Whereas, the undersigned (contractor name and address) R. Yoder Construction, Inc.  
PO Box 69, Nappanee IN 46550  
has been heretofore employed by (owner name) Town of Huntertown  
to furnish certain material and labor, to-wit (project name) Huntertown Wastewater Treatment Plant Expansion: Phase 3  
for the building owned by (owner name) Town of Huntertown  
and located at (building address) 2214 Hathway Road  
City of Huntertown County of Allen  
State of Indiana.

Now Therefore, Know Ye, That the undersigned for and in consideration of (current payment) Two Million Six Hundred Sixty One Thousand Nine Hundred Sixteen and 75/100 dollars  
(\$ 2,661,916.75 ), the receipt of which is hereby acknowledged for the month and year of  
(current year) 2025 hereby and now waive and releases unto the said Owner of said  
premises, any and all lien, right of lien or claim of whatsoever kind of character on the above  
described building and real estate, to and for said amount, on account of any and all labor,  
material, or both, furnished for or incorporated into said building by the undersigned, up to and  
including the month and year stated herein, and further certified that the consideration moving to  
the undersigned for executing this Partial Waiver of Lien has been mutually given and accepted  
for said building and real estate.

Signed, sealed and delivered this 22nd day of December, 2025.

Signed

Jason Yoder

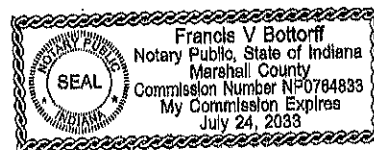
President

Personally appeared before me this 22nd day of December, 2025, who, duly sworn on  
oath says: That he/she is (company title) President of (company name) R. Yoder Construction, Inc.

R. Yoder Construction, Inc. and that he/she hereby acknowledges  
the execution of the foregoing instrument for and on behalf of said (company name)  
R. Yoder Construction, Inc.  
and at their special instance and request.

My commission expires July 24, 2033, Francis V Bottorff Notary Public

This instrument prepared by: FB



Pay App #: n/a (In the event this form is being submitted after payment has been made.)

Midwest Tile and Concrete Products, Inc.  
4309 Webster Road  
Woodburn, IN 46797  
Phone: (260) 749-5173  
Fax: (260) 493-2477

# **MIDWEST TILE & CONCRETE PRODUCTS, INC.**

**INVOICE 204677**

Invoice Date: 12/23/2025

**Sold to:** EXT025  
EXTERIOR SERVICE LLC  
PO BOX 9134  
Fort Wayne, IN 46809

**Job Number:** 26-1403  
**Ship to:** HUNTERTOWN WWTP - PH 3  
2214 HATHAWAY RD  
Huntertown, IN 46748

Make checks payable to Midwest Tile & Concrete Products.

SHIP DATE	TRUCK DRIVER	Load	TRAILER	PAGE
12/23/2025		0		1
PO	TERMS	SALES REP	WH	REFERENCE
	ACH NET 30	99	01	204677

Qty	UOM	Item	Description	Weight	Unit Price	TX	Extension
<b>Structure: DW PIPE</b>							
300	FT	DW1220B	DW PIPE 12 in X 20 ft SOLID BELLED W/F477 GASKET **CONTRACTOR TO VERIFY PIPE TYPE & FOOTAGE. NO DETAILS SEEN IN PLANS. PLEASE ADVISE IF OTHERWISE IS REQUIRED SO QUOTE CAN BE ADJUSTED**		\$5.45		\$1,635.00
<b>Structure Total</b>							<b>\$1,635.00</b>
<b>Structure: MES</b>							
1	EA	CMPFE12	CMP FLARED END 12 in W/ ROD & LUG		\$111.16		\$111.16
<b>Structure Total</b>							<b>\$111.16</b>
<b>Structure: PVC FITTINGS</b>							
3	EA	FBT-6P	GPK Fast Branch Tee 6" SDR 35 (Requires 7" hole saw)		\$88.96		\$266.88
5	EA	121-0006	SDR 35 45 6 in G		\$26.50		\$132.50
4	EA	123-0006	SDR 35 90 6 in G		\$30.23		\$120.90
4	EA	292-0466	SDR 35 D S ADPT 4 X 6 X 6 in (COMMERCIAL)		\$28.12		\$112.48
<b>Structure Total</b>							<b>\$632.76</b>
<b>Structure: PVC PIPE</b>							
154	FT	35-0614G	SDR 35 PIPE 6" X 14' G **CONTRACTOR TO VERIFY PIPE FOOTAGE. NO DETAILS SEEN IN PLANS. PLEASE ADVISE WITH CORRECT FOOTAGE SO QUOTE CAN BE ADJUSTED**		\$5.24		\$807.62
<b>Structure Total</b>							<b>\$807.62</b>
<b>Structure: CASTING</b>							
5	EA	1772-2302	Neenah 1772-2302 Frame		\$210.00		\$1,050.00
2	EA	1772-5047	Neenah 1772-5047 Sanitary & Gasketed Lid		\$178.00		\$356.00
3	EA	2015-0032	Neenah 2015-0032 Grate		\$172.00		\$516.00
<b>Structure Total</b>							<b>\$1,922.00</b>
<b>Structure: Final Clarifier</b>							
			84" Sanitary Manhole				

A 1 1/2% per month service charge is added to all past due invoices. This is an 18% annual percentage rate.

Any items/structures that are special order and non-stock are not eligible to return for credit.

Midwest Tile and Concrete Products, Inc.  
4309 Webster Road  
Woodburn, IN 46797  
Phone: (260) 749-5173  
Fax: (260) 493-2477

**MIDWEST TILE &  
CONCRETE PRODUCTS, INC.**

**INVOICE 204677**

Invoice Date: 12/23/2025

Sold to: EXT025  
EXTERIOR SERVICE LLC  
PO BOX 9134  
Fort Wayne, IN 46809

Job Number: 25-1403  
Ship to: HUNTERTOWN WWTP - PH 3  
2214 HATHAWAY RD  
Huntertown, IN 46748

Make checks payable to Midwest Tile & Concrete Products.

SHIP DATE	TRUCK DRIVER	Load	TRAILER	PAGE
12/23/2025		0		2
PO	TERMS	SALES REP	WH	REFERENCE
	ACH NET 30	99	01	204677

Qty	UOM	Item	Description	Weight	Unit Price	TX	Extension
1	EA	B84VF12-E14	84"xVF Tall Special MH Base w/ 14" Ext 92" w/12" Floor				
1	EA	R84VF	84"xVF Tall Special MH Riser x 96"				
1	EA	T84-24O	84"x18" Thick MH Top w/ 24" Offset Hole				
4	EA	Boot12-06	12-06 PSX:DD Boot (OD 5.70"-6.90")				
2	EA	Boot8QRS	8QRS PSX:DD Boot (OD 1.90"-4.80") 20/Box				
2	RL	CS1.25	1-1/4" Conseal CS-102 14.5' Roll (5 Rolls Per Box = 72.5')				

Structure Total \$9,700.00

Structure: HATCH

Status:

2	EA	SPECIAL-BUY	HATCH APS 30" X 36", ALUMINUM, ANGLE FRAME, PEDESTRIAN LOADING, SINGLE DOOR, SKIRT FOR 7-1/4" SLAB & SINGLE SAFETY GRATE		\$1,447.00		\$2,894.00
1	EA	SPECIAL-BUY	HATCH APS 30" X 30", ALUMINUM, ANGLE FRAME, PEDESTRIAN LOADING, SINGLE DOOR, SKIRT FOR 7-1/4" SLAB & SINGLE SAFETY GRATE		\$1,379.00		\$1,379.00

Structure Total \$4,273.00

Structure: SA 500

84" Sanitary Manhole

Status:

1	EA	B84VF	84"xVF Tall Special MH Base 48" w/12" Floor				
1	EA	T84-24O	84"x18" Thick MH Top w/ 24" Offset Hole				
2	EA	Boot26L	26L PSX-2:DD Boot (OD 21.30"-22.40")				
1	EA	Boot30L	30L PSX-2:DD Boot (OD 25.40"-26.60")				
2	RL	CS1.25	1-1/4" Conseal CS-102 14.5' Roll (5 Rolls Per Box = 72.5')				

Structure Total \$4,550.00

Structure: Sludge Meter

60" Sanitary Manhole

Status:

1	EA	B60VF	60"xVF Tall Special MH Base 98" w/8" Floor				
1	EA	T60-S	60"x12" Thick Special MH Top w/ 30"x36" Hatch				
2	EA	Boot12-08	12-08.A PSX:DD Boot (OD 8.00"-9.10")				
1	EA	Boot8QRS	8QRS PSX:DD Boot (OD 1.90"-4.80") 20/Box				

A 1 1/2% per month service charge is added to all past due invoices. This is an 18% annual percentage rate.

Any items/structures that are special order and non-stock are not eligible to return for credit.

Midwest Tile and Concrete Products, Inc.  
4309 Webster Road  
Woodburn, IN 46797  
Phone: (260) 749-5173  
Fax: (260) 493-2477

# MIDWEST TILE & CONCRETE PRODUCTS, INC.

**INVOICE 204677**

Invoice Date: 12/23/2025

Sold to: EXT025  
EXTERIOR SERVICE LLC  
PO BOX 9134  
Fort Wayne, IN 46809

Job Number: 25-1403  
Ship to: HUNTERTOWN WWTP - PH 3  
2214 HATHAWAY RD  
Huntertown, IN 46748

Make checks payable to Midwest Tile & Concrete Products.

SHIP DATE	TRUCK DRIVER	Load	TRAILER	PAGE
12/23/2025		0		3
PO	TERMS	SALES REP	WH	REFERENCE
	ACH NET 30	99	01	204677

Qty	UOM	Item	Description	Weight	Unit Price	TX	Extension
1	RL	CS0.5	1/2" Conseal CS-102 Joint Seal 21' Roll (12 Rolls Per Box = 252')				
1	RL	CS1.25	1-1/4" Conseal CS-102 14.5' Roll (5 Rolls Per Box = 72.5')				
1	EA	Gasket60	60" MH Offset Gasket RFS 165 (181.5 Cut)				
Structure Total							\$2,900.00

Structure:	Sludge Valve V	84" Sanitary Manhole	Status:
1	EA	B84VF	84"xVF Tall Special MH Base 72" w/12" Floor
1	EA	R84VF	84"xVF Tall Special MH Riser x 54"
1	EA	T84-S	84"x18" Thick Special MH Top w/ 30"x36" Hatch
3	EA	Boot12-08	12-08.A PSX:DD Boot (OD 8.00"-9.10")
3	EA	Boot8QRS	8QRS PSX:DD Boot (OD 1.90"-4.80") 20/Box
2	RL	CS1.25	1-1/4" Conseal CS-102 14.5' Roll (5 Rolls Per Box = 72.5')
Structure Total			\$7,650.00

Structure:	ST 5	30" Grate Inlet MH (24" Casting)		Status:
1	EA	BI30VF	30"xVF Tall Special Inlet Base x 36"	
4	EA	HOLE -	HOLES -	
Structure Total				\$611.00

Structure:		ST 6	30" Grate Inlet MH (24" Casting)		Status:
1	EA	BI30VF	30"xVF Tall Special Inlet Base x 28"		
2	EA	HOLE -	HOLES -		
Structure Total					\$611.00

Structure:	ST 7	30" Grate Inlet MH (24" Casting)		Status:
1	EA	BI30VF	30"xVF Tall Special Inlet Base x 26"	
1	EA	HOLE -	HOLES -	
Structure Total				\$611.00

Structure:	WAS Valve Va	84" Sanitary Manhole	Status:
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A 1 1/2% per month service charge is added to all past due invoices. This is an 18% annual percentage rate.

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Midwest Tile and Concrete Products, Inc.  
 4309 Webster Road  
 Woodburn, IN 46797  
 Phone: (260) 749-5173  
 Fax: (260) 493-2477

**MIDWEST TILE &  
 CONCRETE PRODUCTS, INC.**

**INVOICE 204677**  
 Invoice Date: 12/23/2025

Sold to: EXT025  
 EXTERIOR SERVICE LLC  
 PO BOX 9134  
 Fort Wayne, IN 46809

Job Number: 25-1403  
 Ship to: HUNTERTOWN WWTP - PH 3  
 2214 HATHAWAY RD  
 Huntertown, IN 46748

Make checks payable to Midwest Tile & Concrete Products.

SHIP DATE	TRUCK DRIVER	Load	TRAILER	PAGE
12/23/2025		0		4
PO	TERMS	SALES REP	WH	REFERENCE
	ACH NET 30	99	01	204677

Qty	UOM	Item	Description	Weight	Unit Price	TX	Extension
1	EA	B84VF	84"xVF Tall Special MH Base 73" w/12" Floor				
1	EA	R84VF	84"xVF Tall Special MH Riser x 96"				
1	EA	T84-S	84"x18" Thick Special MH Top w/ 30"x30" Hatch				
4	EA	Boot12-06	12-06 PSX:DD Boot (OD 5.70"-6.90")				
1	EA	Boot8QRS	8QRS PSX:DD Boot (OD 1.90"-4.80") 20/Box				
2	RL	CS1.25	1-1/4" Con Seal CS-102 14.5' Roll (5 Rolls Per Box = 72.5')				

Structure Total	\$6,250.00
Taxable	\$0.00
Non-Taxable	\$42,264.54
Sub Total	\$42,264.54
Tax	\$0.00
Invoice Total	\$42,264.54
Less Deposit	\$0.00
Invoice Balance	\$42,264.54

A 1 1/2% per month service charge is added to all past due invoices. This is an 18% annual percentage rate.

Any items/structures that are special order and non-stock are not eligible to return for credit.



# Contractor's Application for Payment No. 6

Application Period: August 25 - November 25		Application Date: 11/30/2025	
To: Town of Huntertown Indiana	From (Contractor): R.G. Zachrich Construction, Inc.	Via (Engineer): Engineering Resources	
Project: Town of Huntertown Lift Station Improvements Serene Shores & Willow Ridge	Contract: Town of Huntertown Lift Station Improvements Serene Shores & Willow Ridge		
Owner's Contract No.:	Contractor's Project No.: 24-18	Engineer's Project No.:	

## Application For Payment Change Order Summary

Change Order Summary		1. ORIGINAL CONTRACT PRICE.....		\$ 1,078,500.00
Approved Change Orders				
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 1,078,500.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 1,033,250.00
			5. RETAINAGE:	
			a. 5%   X   \$1,033,250.00   Work Completed.....	\$ 51,662.50
			b. 5%   X                    Stored Material.....	\$
			c. Total Retainage (Line 5a + Line 5b).....	\$ 51,662.50
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 981,587.50
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 935,429.50
			8. AMOUNT DUE THIS APPLICATION.....	\$ 46,158.00
TOTALS			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 96,912.50
NET CHANGE BY CHANGE ORDERS				

## Contractor's Certification

The undersigned 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 to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date: 11/30/2025

Payment of \$ 46,158.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Engineer signed by James R. Bradder  
Date 12/01/2025 12:01:07 PM

Payment of: \$ 46,158.00

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner) (Date)

Approved by:

Funding Agency (if applicable) (Date)

# Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract):		Town of Hometown Lift Station Improvements Serene Shores & Willow Ridge			Application Number: 6			
Application Period:		August 25 - November 25			Application Date: 11/30/2025			
A		B	Work Completed		E	F	G	
Specification Section No.	Description	Scheduled Value (\$)	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
WR 1	Mob/Demo's Labor	\$7,500.00	\$3,750.00	\$3,750.00		\$7,500.00	100.0%	
WR 2	Mob/Demo's Materials	\$7,500.00	\$5,845.50	\$1,654.50		\$7,500.00	100.0%	
WR 3	Contingency Work Allowance	\$10,000.00						\$10,000.00
WR 4	Electric Utility Service Allowance	\$5,000.00						\$5,000.00
WR 5	Gas Utility Service Allowance	\$1,000.00						\$1,000.00
WR 6	Erosion & Sediment Control Labor	\$500.00	\$500.00			\$500.00	50.0%	\$500.00
WR 7	Erosion & Sediment Control Materials	\$7,500.00	\$250.00			\$250.00	50.0%	\$7,250.00
WR 8	Bypass Pump Connection Riser Labor	\$7,500.00	\$7,500.00			\$7,500.00	100.0%	
WR 9	Bypass Pump Connection Riser Materials	\$7,500.00	\$7,500.00			\$7,500.00	100.0%	
WR 10	Bypass Pumping Labor	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
WR 11	Bypass Pumping Materials	\$15,000.00	\$15,000.00			\$15,000.00	100.0%	
WR 12	Submersible Pump Piping, & Valve Replacement Labor	\$69,000.00	\$69,000.00			\$69,000.00	100.0%	
WR 13	Submersible Pump Piping, & Valve Replacement Materials	\$220,000.00	\$220,000.00			\$220,000.00	100.0%	
WR 14	Wet Well Protective Lining Labor	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
WR 15	Wet Well Protective Lining Materials	\$15,000.00	\$15,000.00			\$15,000.00	100.0%	
WR 16	Electrical Switch Gear & Pump Controls Labor	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
WR 17	Electrical Switch Gear & Pump Controls Materials	\$65,000.00	\$65,000.00			\$65,000.00	100.0%	
WR 18	Pole Mounted Security Light Labor	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
WR 19	Pole Mounted Security Light Materials	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
WR 20	Standby Power Generator & Pad Labor	\$7,000.00	\$5,000.00	\$2,000.00		\$7,000.00	100.0%	
WR 21	Standby Power Generator & Pad Materials	\$55,000.00	\$53,000.00	\$2,000.00		\$55,000.00	100.0%	
WR 22	Telemetry Improvements Labor	\$2,500.00	\$2,500.00			\$2,500.00	100.0%	
WR 23	Telemetry Improvements Materials	\$2,500.00	\$2,500.00			\$2,500.00	100.0%	
WR 24	Compacted Aggregate Driveway Labor	\$2,500.00	\$2,500.00			\$2,500.00	100.0%	
WR 25	Compacted Aggregate Driveway Materials	\$2,500.00	\$2,500.00			\$2,500.00	100.0%	
WR 26	Seeding & Site Restoration Labor	\$1,000.00		\$1,000.00		\$1,000.00	100.0%	
WR 27	Seeding & Site Restoration Materials	\$1,500.00		\$1,500.00		\$1,500.00	100.0%	
Totals		\$540,000.00	\$502,345.50	\$16,904.50		\$519,250.00		\$20,750.00

# Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract):		Town of Hurlertown Lift Station Improvements Serene Shores & Willow Ridge			Application Number: 6			
Application Period:		August 25 - November 25			Application Date: 11/30/2025			
Serene Shore Lift Station		Work Completed		F		G		
A		B	C		E			
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
SS 1	Moh/Demo Labor	\$7,500.00		\$3,750.00		\$7,500.00	100.0%	
SS 2	Moh/Demo Materials	\$7,500.00		\$1,654.50		\$7,500.00	100.0%	\$10,000.00
SS 3	Contingency Work Allowance	\$10,000.00						\$5,000.00
SS 4	Electric Utility Service Allowance	\$5,000.00						\$500.00
SS 5	Gas Utility Service Allowance	\$1,000.00						\$500.00
SS 6	Erosion & Sediment Control Labor	\$500.00						\$5,000.00
SS 7	Erosion & Sediment Control Materials	\$5,000.00						\$15,000.00
SS 8	Bypass Pumping Labor	\$15,000.00						\$70,000.00
SS 9	Bypass Pumping Materials	\$70,000.00						\$221,000.00
SS 10	Submersible Pump,Piping, & Valve Replacement Labor	\$221,000.00						\$5,000.00
SS 11	Submersible Pump,Piping, & Valve Replacement Materials	\$5,000.00						\$20,000.00
SS 12	Wet Well Protective Lining Labor	\$20,000.00						\$11,000.00
SS 13	Wet Well Protective Lining Materials	\$11,000.00						\$66,000.00
SS 14	Electrical Switch Gear & Pump Controls Labor	\$66,000.00						\$5,000.00
SS 15	Electrical Switch Gear & Pump Controls Materials	\$5,000.00						\$5,000.00
SS 16	Pole Mounted Security Light Labor	\$5,000.00		\$1,221.63		\$5,000.00	100.0%	\$2,000.00
SS 17	Pole Mounted Security Light Materials	\$7,000.00		\$5,000.00		\$5,000.00	71.4%	\$2,000.00
SS 18	Standby Power Generator & Pad Labor	\$49,000.00		\$47,000.00		\$47,000.00	95.9%	
SS 19	Standby Power Generator & Pad Materials	\$1,000.00		\$500.00		\$1,000.00	100.0%	
SS 20	Automatic Transfer Switch Labor	\$5,000.00				\$5,000.00	100.0%	
SS 21	Automatic Transfer Switch Materials	\$1,500.00		\$1,500.00		\$1,500.00	100.0%	
SS 22	Telemetry Improvements Labor	\$2,000.00		\$1,500.00		\$1,500.00	100.0%	
SS 23	Telemetry Improvements Materials	\$4,000.00		\$2,000.00		\$2,000.00	100.0%	
SS 24	Concrete Driveway Labor	\$4,000.00		\$4,000.00		\$4,000.00	100.0%	
SS 25	Concrete Driveway Materials	\$1,000.00		\$1,000.00		\$1,000.00	100.0%	
SS 26	Concrete Sidewalk Labor	\$1,500.00		\$1,500.00		\$1,500.00	100.0%	
SS 27	Concrete Sidewalk Materials	\$1,500.00		\$1,500.00		\$1,500.00	100.0%	
SS 28	Compacted Aggregate Driveway Labor	\$1,000.00		\$1,000.00		\$1,000.00	100.0%	
SS 29	Compacted Aggregate Driveway Materials	\$1,500.00		\$1,500.00		\$1,500.00	100.0%	
SS 30	Seeding & Site Restoration Labor	\$1,500.00		\$1,500.00		\$1,500.00	100.0%	
SS 31	Seeding & Site Restoration Materials							
Totals		\$538,500.00	\$482,317.13	\$31,682.87		\$514,000.00		\$24,500.00



## Contractor's Application

### 5.01

**CHANGE ORDER NO.: 1**

Owner: **Town of Huntertown, Indiana** Owner's Project No.: **6070**  
Engineer: **Engineering Resources, Inc.** Engineer's Project No.: **6070**  
Contractor: **RG Zachrich Construction, Inc.** Contractor's Project No.: **24-18**  
Project: **Town of Huntertown Lift Station Improvements – Serene Shores & Willow Ridge**  
Contract Name: **Town of Huntertown Lift Station Improvements – Serene Shores & Willow Ridge**  
Date Issued: **5 January 2026** Effective Date of Change Order: **5 January 2026**

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

**Description:**

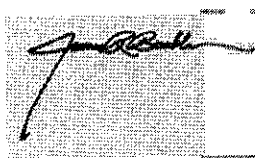
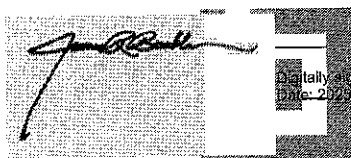
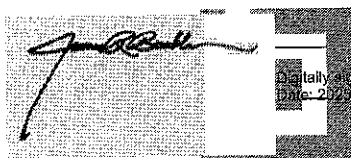
**Modify gas service to generators per Town service rep recommendation and attached 12/1/2025 letter from R.G. Zachrich. Credit back unused remaining contingency allowance balance, electric & gas utility service allowances. Extend final completion to Dec 31 due to NIPSCO delays.**

**Attachments:**

**Letter from R.G. Zachrich Construction, Inc., Dated 1 December 2025.**

<b>Change in Contract Price</b>		<b>Change in Contract Times</b>	
Original Contract Price:		Original Contract Times:	
\$ <b>1,078,500.00</b>		Substantial Completion:	<b>15 September 2025</b>
		Ready for final payment:	<b>29 September 2025</b>
Increase from previously approved Change Orders No. __ to No. __:		Increase from previously approved Change Orders No. __ to No. __:	
\$ <b>N/A</b>		Substantial Completion:	<b>N/A</b>
		Ready for final payment:	<b>N/A</b>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <b>1,078,500.00</b>		Substantial Completion:	<b>15 September 2025</b>
		Ready for final payment:	<b>29 September 2025</b>
Decrease this Change Order:		Increase this Change Order:	
\$ <b>34,197.26</b>		Substantial Completion:	<b>N/A</b>
		Ready for final payment:	<b>31 December 2025</b>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <b>1,044,302.74</b>		Substantial Completion:	<b>15 September 2025</b>
		Ready for final payment:	<b>31 December 2025</b>

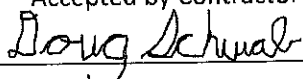
Recommended by Engineer (if required)

By:   
Title:   
Date: 

Authorized by Owner

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

Accepted by Contractor

  
Project Manager

12/1/25

Approved by Funding Agency (if applicable)

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

# **R.G. Zachrich Construction, Inc.**

*General Contractors*

December 1, 2025

Jim Breckler  
Engineering Resources  
4175 New Vision Dr.  
Fort Wayne, IN 46845

RE: Huntertown Gas Service

Jim,  
Here is the cost for the extra gas regulator at each station as requested by Dee Hinesley.

Willow Ridge	\$2,763.21
Serene Shores	\$2,763.21
5% Markup	<u>\$ 276.32</u>
<b>Total CO</b>	<b>\$5,802.74</b>

If you have any questions or need anything else let me know.

Respectfully,

Doug Schwab

- An Equal Opportunity Employer -

10105 HALLER ST - DEFIANCE, OHIO 43512  
PHONE (419) 782-7846 - FAX (419) 782-1433  
Email: [Stevejr@zachrichconstruction.com](mailto:Stevejr@zachrichconstruction.com)



**SERVICE ELECTRIC**

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10.23.2025

Proposal 20251023RN-3

To: Zachrich  
Attention: Doug Schwab  
Project: Huntertown, Willow Ridge, Serene Shores, RFC-01

Thank you for allowing Service Electric the opportunity to submit this proposal for the above mentioned project.

**Scope and Proposal**

1. Provide and install a secondary gas regulator at each lift station per Dee Hinesley recommendations in July 2025.

**Clarifications**

1. This work is already complete.

**Items Not Included In This Proposal**

1. Sales tax is not included in this proposal.

Willow.....\$2,763.21

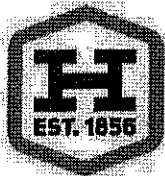
Serene.....\$2,763.21

Thank you for giving us the opportunity to provide you with this quotation. If you have any questions, please call me at 260-447-3527.

Respectfully Submitted,

*Ryan J Nix*

Ryan Nix  
Project Manager  
Rnix@serviceelectricin.com  
P: 260.447.3527  
C: 260.740.2856



**A. Hattersley  
& Sons**

MECHANICAL ■ SERVICE ■ INDUSTRIAL ■ PROCESS  
Project Managers & Contractors  
[www.ahattersley.com](http://www.ahattersley.com)

## ***CHANGE PROPOSAL # RFC M001***

*Service Electric*

*July 22, 2025*

*ATTN.: Keith Cocking*

**JOB NAME:** Willow  
**REQUESTED BY:** Taylor

**JOB NO.:** 25-048  
**REQUEST NO.:** N/A

We were furnished with the following drawings and specifications: N/A

We propose to: Provide material & labor to install gas regulator.

We do not include any of the following: Premium time, electrical.

**TOTAL CHANGE TO CONTRACT : \$2,512.00**

This change proposal covers only the direct cost associated with the change proposal as described above. We reserve the right to assess the impact of this change proposal at a later date and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Overtime work, if required, will be billed as an additional cost.

This proposal is valid for 30 days and is subject to escalation thereafter.

An extension of time of 20 calendar days is required.

Please advise us as soon as possible if we are to proceed.

**Respectfully**

**Brad H. Jenkins**  
**Vice President**


**A. Hattersley  
& Sons**

Date: July 22, 2025

AHS Job No.: 25-048

Job Name: Service Electric Willow Ridge Lift Station

Change Proposal Description: Added Gas Regulator

Change Proposal Number: Client's #

Total CO Amount: \$ 2,512

AHS Proposal Number: RFC M001

AHS Project Manager: Brad Jenkins

Form Revision Date: 3/4/2025

1 Material	\$ 1,203.67	
2 Freight, Other Delivery Charges	\$ -	
3 Material Return & Cancellation Costs	\$ -	
4 Labor	\$ 925.40	LABOR HOURS: 9.30
5 Equipment & Tool Rental Costs	\$ -	
6 Other Direct Costs	\$ -	
7 Trucking/Shop	\$ 56.29	
8 SUBTOTAL	\$ 2,184.36	
9 Overhead Percentage	15%	\$ 327.65
10 SUBTOTAL	\$ 2,512.01	
11 Profit Percentage	0%	\$ -
12 MARKUP	\$ 327.65	
13 TOTAL COSTS BEFORE SUBCONTRACTS	\$ 2,512.01	
14 Subcontractor Costs	\$ -	
15 Overhead Percentage for Subcontractors	10%	\$ -
16 SUBTOTAL	\$ -	
17 Profit Percentage for Subcontractors	0%	\$ -
18 MARKUP	\$ -	
19 TOTAL SUBCONTRACTORS	\$ -	
20 SUBTOTAL	\$ 2,512.01	
21 Sales/Use Tax Rate	0.0%	
22 SALES TAX SUBTOTAL	\$ -	
23 TOTAL COSTS BEFORE BONDS, PERFORMANCE & PAYMENT, ETC.	\$ 2,512.01	
24 Bonds, Subcontractors	\$ -	
25 Bonds, Payment & Performance	\$ -	
26 Special Insurance	\$ -	

**27 TOTAL PRICE OF CHANGE PROPOSAL**

\$ 2,512.01

28 Extension of time because this Change Order is

15 Workdays in proper Schedule Sequence to each Category of Work.

29 This proposal is based upon ☒ Straight Time☐ Overtime ☐ Shift Work

30 This proposal is void unless a written Change Order or Written Notification to Proceed is received by (45 calendar days if no date shown).

Enter Date

31 This change proposal covers only the direct costs associated with the change order work described herein. We reserves the right to assess the impact of this change order at a later date and to submit this costs as they become known.

## RFC M001 Added Gas Regulator

*A. Hattersley & Sons, Inc.*

**Fort Wayne, Indiana**  
**(260) 483-6473**

# COST SHEET

PROJECT: Service Electric Willow Ridge Lift Station SHEET 1 OF 7

PROJECT #: 25-048 DATE: July 22, 2025

SYSTEM: Gas Regulator ESTIMATOR: Brad Jenkins

[illegible]



CENTRAL SUPPLY COMPANY

Central Supply Company - FTW  
701 East Wallace Street  
FORT WAYNE, IN 46803  
260-745-4981  
Fax 260-456-3517



## Quotation

EXPIRATION DATE	QUOTE NUMBER
07/18/2025	S101269494
Central Supply Company - FTW 701 East Wallace Street FORT WAYNE, IN 46803 260-745-4981 Fax 260-456-3517	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

A HATTERSLEY & SON INC  
3939 MOBILE AVENUE  
FORT WAYNE, IN 46805

A HATTERSLEY & SON INC  
3939 MOBILE AVENUE  
FORT WAYNE, IN 46805

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
582	WILLOW RIDGE		Seth Wagler		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Mike Orrison		FTW TRUCK	2% 10th Net 30th	07/17/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
1ea	MGE SR15625 B34R 1-1/2"FNPT PVBS GAS REGULATOR (20# MAX INCOMING PRESSURE) -7/8" X 1" ORIFICE -BLACK SPRING (6.5"-13"W.C.) Pn: 265498		996.490/ea	996.49	
			Subtotal	996.49	
			S&H Charges	0.00	
			Estimated Tax	0.00	
			Amount Due	996.49	





# Contractor's Application for Payment No. 7-Final

Application Period: Dec-25		Application Date: 12/10/2025	
To: Town of Huntertown Indiana	From (Contractor): R.G. Zachrich Construction, Inc.	Via (Engineer): Engineering Resources	
(Owner):			
Project: Town of Huntertown Lift Station Improvements Serene Shores & Willow Ridge	Contract: Town of Huntertown Lift Station Improvements Serene Shores & Willow Ridge		
Owner's Contract No.: 24-18	Contractor's Project No.: 24-18	Engineer's Project No.:	

## Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1		\$34,197.26
TOTALS			
NET CHANGE BY CHANGE ORDERS		-\$34,197.26	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,078,500.00
2. Net change by Change Orders.....	\$	-\$34,197.26
3. Current Contract Price (Line 1 + 2).....	\$	\$1,044,302.74
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$1,044,302.74
5. RETAINAGE:		
a. <input checked="" type="checkbox"/> Work Completed.....	\$	
b. <input checked="" type="checkbox"/> 5% Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,044,302.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$981,587.50
8. AMOUNT DUE THIS APPLICATION.....	\$	\$62,715.24
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

## Contractor's Certification

The undersigned 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 to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 

Date: 12/10/2025

Payment of: \$

62,715.24

(Line 8 or other - attach explanation of the other amount)

is recommended by:

  
This is signed by James B. Brockler  
Date: 12/25/12 12:12:49 PM  
(Title)

Payment of: \$

62,715.24

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)



# Contractor's Application

## Progress Estimate - Lump Sum Work

For (Contract):			Town of Hometown Lift Station Improvements Serene Shores & Willow Ridge		Application Number: 7-Final				
Application Period:			12/1/2025		Application Date: 12/10/2025				
Serene Shore Lift Station			Work Completed			E	F	G	
Specification Section No.	A	Description	B	C					D
			Scheduled Value (\$)	From Previous Application (C+D)		This Period			
SS 1	Mob/Demob Labor		\$7,500.00	\$7,500.00			Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
SS 2	Mob/Demob Materials		\$7,500.00	\$7,500.00			\$7,500.00	100.0%	
SS 3	Contingency Work Allowance		\$2,901.37			\$2,901.37	\$2,901.37	100.0%	
SS 4	Electric Utility Service Allowance								
SS 5	Gas Utility Service Allowance								
SS 6	Erosion & Sediment Control Labor		\$1,000.00	\$500.00		\$500.00	\$1,000.00	100.0%	
SS 7	Erosion & Sediment Control Materials		\$500.00	\$500.00			\$500.00	100.0%	
SS 8	Bypass Pumping Labor		\$5,000.00	\$5,000.00			\$15,000.00	100.0%	
SS 9	Bypass Pumping Materials		\$15,000.00	\$15,000.00			\$70,000.00	100.0%	
SS 10	Submersible Pump,Piping, & Valve Replacement Labor		\$70,000.00	\$70,000.00			\$221,000.00	100.0%	
SS 11	Submersible Pump,Piping, & Valve Replacement Materials		\$221,000.00	\$221,000.00			\$5,000.00	100.0%	
SS 12	Wet Well Protective Lining Labor		\$5,000.00	\$5,000.00			\$20,000.00	100.0%	
SS 13	Wet Well Protective Lining Materials		\$20,000.00	\$20,000.00			\$11,000.00	100.0%	
SS 14	Electrical Switch Gear & Pump Controls Labor		\$11,000.00	\$11,000.00			\$66,000.00	100.0%	
SS 15	Electrical Switch Gear & Pump Controls Materials		\$66,000.00	\$66,000.00			\$5,000.00	100.0%	
SS 16	Pole Mounted Security Light Labor		\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
SS 17	Pole Mounted Security Light Materials		\$5,000.00	\$5,000.00		\$2,000.00	\$7,000.00	100.0%	
SS 18	Standby Power Generator & Pad Labor		\$7,000.00	\$5,000.00		\$2,000.00	\$49,000.00	100.0%	
SS 19	Standby Power Generator & Pad Materials		\$49,000.00	\$7,000.00			\$1,000.00	100.0%	
SS 20	Automatic Transfer Switch Labor		\$1,000.00	\$1,000.00			\$5,000.00	100.0%	
SS 21	Automatic Transfer Switch Materials		\$5,000.00	\$5,000.00			\$1,500.00	100.0%	
SS 22	Telemetry Improvements Labor		\$1,500.00	\$1,500.00			\$1,500.00	100.0%	
SS 23	Telemetry Improvements Materials		\$1,500.00	\$1,500.00			\$2,000.00	100.0%	
SS 24	Concrete Driveway Labor		\$2,000.00	\$2,000.00			\$4,000.00	100.0%	
SS 25	Concrete Driveway Materials		\$4,000.00	\$4,000.00			\$1,000.00	100.0%	
SS 26	Concrete Sidewalk Labor		\$1,000.00	\$1,000.00			\$1,500.00	100.0%	
SS 27	Concrete Sidewalk Materials		\$1,500.00	\$1,500.00			\$1,500.00	100.0%	
SS 28	Compacted Aggregate Driveway Labor		\$1,500.00	\$1,500.00			\$1,500.00	100.0%	
SS 29	Compacted Aggregate Driveway Materials		\$1,500.00	\$1,500.00			\$1,000.00	100.0%	
SS 30	Seeding & Site Restoration Labor		\$1,000.00	\$1,000.00			\$1,500.00	100.0%	
SS 31	Seeding & Site Restoration Materials		\$1,500.00	\$1,500.00					
Totals			\$521,401.37	\$514,000.00		\$7,401.37	\$521,401.37		



**Contractor's Application for Payment**

<b>Owner:</b>	Town of Huntertown	<b>Owner's Project No.:</b>	6184
<b>Engineer:</b>	Engineering Resources	<b>Engineer's Project No.:</b>	6184
<b>Contractor:</b>	Landmark Structures 3120 Sabre Dr., Ste. 350 Southlake, Texas 76092	<b>Contractor's Project No.:</b>	1871
<b>Project:</b>	Town of Huntertown Northwest Water Tower & Main Extension		
<b>Contract:</b>	1871 Huntertown IN - 1.0 MG CET Prime Contract		
<b>Application No.:</b>	4	<b>Application Date:</b>	11/25/2025
<b>Application Period:</b>	From 10/26/25	to	11/25/25

1. Original Contract Price	\$6,375,000.20
2. Net change by Change Orders	\$0.00
3. Current Contract Price (Line 1 + Line 2)	\$6,375,000.20
4. Total completed and stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$4,530,311.60
5. Retainage	
a. 5.00% X \$4,530,311.60 Work Completed =	\$226,515.58
b. 0.00% X \$0.00 Stored Material =	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$226,515.58
6. Amount eligible to date (Line 4 - Line 5.c)	\$4,303,796.02
7. Less previous payments (Line 6 from prior application).	\$3,600,986.02
8. Amount due this application	\$702,810.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$2,071,204.18

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Landmark Structures I, L.P.

**Signature:**



**Date:**

12/3/2025

**Recommended by Engineer**

**By:**



**Title:**



Digitally signed by James R. Breckler  
Date: 2025.12.03 11:57:34 -0500

**Date:**

**Approved by Funding Agency**

**By:**

**Title:**

**Date:**

**Approved by Owner**

**By:**

**Title:**

**Date:**

**By:**

**Title:**

**Date:**

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Town of Hometown	Owner's Project No.:	6184
Engineer:	Engineering Resources	Engineer's Project No.:	6184
Contractor:	Landmark Structures	Contractor's Project No.:	1871
Project:	1871 Hometown IN - 1.0 MG CET		
Contract:	1		

Application No.: 4		Application Period:		From		to		11/25/25		Application Date:		11/25/2025	
Bill Item No.	Description	Unit	Quantity	Contract Information			Value of Bill Item (C X D)	Estimated Quantity Incorporated in This Bid (E X F)	Value of Work Incorporated in This Bid (G X H)	Materials Currently Stored on Site (With 30 Days of Work)	Work Completed and Value Added to Date of Bid (With 30 Days of Work)	Balance to Be Paid (With 30 Days of Work)	
				A	B	C							
1	01.03.146 - 33 16 13 Engineering - Elevated Tank - Foundation / Basis	LS	1.0				\$134,800.00	1.00	\$134,800.00	\$0.00	\$134,800.00	100.00%	\$0.00
2	01.04.146 - 33 16 13 Engineering - Elevated Tank - Pedestal	LS	1.0				\$118,500.00	1.00	\$118,500.00	\$0.00	\$118,500.00	100.00%	\$0.00
3	01.05.146 - 33 16 13 Engineering - Elevated Tank - Steel Tank	LS	1.0				\$98,200.00	0.80	\$78,560.00	\$0.00	\$78,560.00	80.00%	\$19,640.00
4	01.09.146 - 33 16 13 Commissioning & Startup	LS	1.0				\$5,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00
5	02.05.146 - 33 16 13 Tank Road / Laydown	LS	1.0				\$44,900.00	1.00	\$44,900.00	\$0.00	\$44,900.00	100.00%	\$0.00
6	03.02.146 - 33 16 13 Deep Foundation - Ground Improvement	LS	1.0				\$162,200.00	1.00	\$162,200.00	\$0.00	\$162,200.00	100.00%	\$0.00
7	03.03.146 - 33 16 13 Foundation - Excavation / Subgrade Improvement	LS	1.0				\$75,000.00	1.00	\$75,000.00	\$0.00	\$75,000.00	100.00%	\$0.00
8	03.05.146 - 33 16 13 Foundation - Spread Foundation	LS	1.0				\$228,300.00	1.00	\$228,300.00	\$0.00	\$228,300.00	100.00%	\$0.00
9	03.06.146 - 33 16 13 Foundation - Backfill Exterior	LS	1.0				\$43,800.00	1.00	\$43,800.00	\$0.00	\$43,800.00	100.00%	\$0.00
10	04.01.146 - 33 16 13 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0				\$246,000.00	1.00	\$246,000.00	\$0.00	\$246,000.00	100.00%	\$0.00
11	04.02.146 - 33 16 13 Concrete Pedestal - Lifts 2-3	EA	2.0				\$320,400.00	2.00	\$320,400.00	\$0.00	\$320,400.00	100.00%	\$0.00
12	04.03.146 - 33 16 13 Concrete Pedestal - Remaining Lifts	EA	12.0				\$1,717,200.00	12.00	\$1,717,200.00	\$0.00	\$1,717,200.00	100.00%	\$0.00
13	04.04.146 - 33 16 13 Concrete Pedestal - Tank Floor	LS	1.0				\$114,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,000.00
14	04.05.146 - 33 16 13 Backfill Interior	LS	1.0				\$26,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,300.00
15	04.06.146 - 33 16 13 Slab on Grade	LS	1.0				\$49,700.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,700.00
16	05.01.146 - 33 16 13 Steel Tank - Materials & Fabrication	LS	1.0				\$515,500.00	1.00	\$515,500.00	\$0.00	\$515,500.00	100.00%	\$0.00
17	05.03.146 - 33 16 13 Steel Tank - Erect - Ring Beam	LS	1.0				\$142,400.00	1.00	\$142,400.00	\$0.00	\$142,400.00	100.00%	\$0.00
18	05.04.146 - 33 16 13 Steel Tank - Erect - Cone	LS	1.0				\$166,500.00	1.00	\$166,500.00	\$0.00	\$166,500.00	100.00%	\$0.00
19	05.05.146 - 33 16 13 Steel Tank - Erect - Vertical Shell	LS	1.0				\$112,000.00	1.00	\$112,000.00	\$0.00	\$112,000.00	100.00%	\$0.00
20	05.06.146 - 33 16 13 Steel Tank - Erect - Access Tube / Platform	LS	1.0				\$59,400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$59,400.00

# Progress Estimate - Unit Price Work

# Contractor's Application for Payment

Bid Item No.	Description	C	Contract Information			F	Work Completed		I	J	K	L
			D	E	G		H					
								Unit				
21	05.08.146 - 33 16 13 Steel Tank - Erect - Hoist	1.0	LS	\$95,300.00		\$95,300.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$95,300.00
22	05.09.146 - 33 16 13 Steel Tank - Erect - Floor	1.0	LS	\$57,600.00		\$57,600.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$57,600.00
23	05.10.146 - 33 16 13 Steel Tank - Erect - Roof	1.0	LS	\$77,800.00		\$77,800.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$77,800.00
24	06.03.146 - 33 16 13 Steel Tank - Field Coating - Ground Phase	1.0	LS	\$120,500.00		\$120,500.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$120,500.00
25	06.04.146 - 33 16 13 Steel Tank - Field Coating - Air Phase	1.0	LS	\$157,000.00		\$157,000.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$157,000.00
26	07.01.146 - 33 16 13 Mechanical - Base - Piping	1.0	LS	\$55,400.00		\$55,400.00	1.00	\$55,400.00	\$0.00	100.00%	\$55,400.00	\$0.00
27	07.02.146 - 33 16 13 Mechanical - Riser Piping	1.0	LS	\$152,300.00		\$152,300.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$152,300.00
28	07.04.146 - 33 16 13 Mechanical - Chamber - Valves / Piping	1.0	LS	\$179,700.00		\$179,700.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$179,700.00
29	08.01.146 - 33 16 13 Concrete Pedestal - Ladders / Landings	1.0	LS	\$97,300.00		\$97,300.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$97,300.00
30	08.02.146 - 33 16 13 Steel Tank - Hatches / Vents	1.0	LS	\$12,900.00		\$12,900.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$12,900.00
31	08.04.146 - 33 16 13 Mixing System	1.0	LS	\$29,000.00		\$29,000.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$29,000.00
32	09.04.146 - 33 16 13 Doors	1.0	LS	\$28,700.00		\$28,700.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$28,700.00
33	10.02.146 - 33 16 13 Underground Piping/Cathodic Protection	1.0	LS	\$46,200.00		\$46,200.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$46,200.00
34	10.03.146 - 33 16 13 Panels / Lighting / Raceways / Wiring	1.0	LS	\$80,800.00		\$80,800.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$80,800.00
35	10.04.146 - 33 16 13 Instrumentation / Controls / SCADA	1.0	LS	\$92,300.00		\$92,300.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$92,300.00
36	10.05.146 - 33 16 13 Lightning Protection / Grounding	1.0	LS	\$11,600.00		\$11,600.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$11,600.00
37	14.01.101 - 01 71 00 Mobilization and Demobilization (Not to Exceed 5%)	1.0	LS	\$60,000.00		\$60,000.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$60,000.00
38	14.02.102 - 01 21 00 Contingency Work Allowance (Owner Determined)	1.0	LS	\$25,000.00		\$25,000.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$25,000.00
39	14.03.103 - 01 21 00 Electric Utility Allowance (Owner Determined)	1.0	LS	\$7,500.00		\$7,500.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$7,500.00
40	14.04.104 - 01 55 28 Maintenance and Protection of Traffic	1.0	LS	\$8,000.00		\$8,000.00	0.50	\$4,000.00	\$0.00	50.00%	\$4,000.00	\$4,000.00
41	14.05.105 - 01 57 13 Erosion and Sediment Control	1.0	LS	\$17,322.00		\$17,322.00	0.80	\$13,857.60	\$0.00	80.00%	\$13,857.60	\$3,464.40
42	14.06.106 - 01 71 00 Construction Engineering (Not to Exceed 1%)	1.0	LS	\$45,000.00		\$45,000.00	0.70	\$31,500.00	\$0.00	70.00%	\$31,500.00	\$13,500.00
43	14.07.107 - 01 78 39 Project Record Documents	1.0	LS	\$2,000.00		\$2,000.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$2,000.00
44	14.08.108 - 02 21 20 Above Ground Video Survey	1.0	LS	\$4,000.00		\$4,000.00	1.00	\$4,000.00	\$0.00	100.00%	\$4,000.00	\$0.00
45	14.09.109 - 02 41 13 Clearing Right-of-Way	1.0	LS	\$30,000.00		\$30,000.00	1.00	\$30,000.00	\$0.00	100.00%	\$30,000.00	\$0.00
46	14.10.110 - 02 41 13 Remove Storm Sewer Pipe	296.0	LF	\$100.00		\$29,600.00	296.00	\$29,600.00	\$0.00	100.00%	\$29,600.00	\$0.00
47	14.11.111 - 02 41 13 Sheet Sign and Post, Remove and Reset	1.0	EA	\$400.00		\$400.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$400.00

# Progress Estimate - Unit Price Work

# Contractor's Application for Payment

A Bid Item No.	B Description	C Item Quantity		D Unit Price		E Contract Information		F Value of Bid Item (C X E)	G Estimate Quantity Incorporated in the Work	H Work Completed		I Mileage Currently Stated (Net to G)	J Work Completed and Materials Stated to Date (Net to G)	K % of Value of Work Completed	L Balance to Be Paid (J X L)
		Item Quantity	Unit	Unit Price	Unit	Contract Information	Unit Price			Value of Work Completed to Date (C X H)	Unit				
48	14.12.112 - 31 00 05 Exploratory Trenching/Utility Potoling	2.0		EA				\$3,000.00	2.00	\$3,000.00		\$0.00	\$3,000.00	100.00%	\$0.00
49	14.13.113 - 31 00 05 Exploratory Trenching/Utility Potoling, Undistributed	4.0		EA				\$6,000.00	2.00	\$3,000.00		\$0.00	\$3,000.00	50.00%	\$3,000.00
50	14.14.114 - 31 00 05 Common Excavation	1.0		LS				\$55,000.00	0.75	\$41,250.00		\$0.00	\$41,250.00	75.00%	\$13,750.00
51	14.15.115 - 31 00 05 Common Excavation, Undistributed	196.0		CY				\$6,272.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$6,272.00
52	14.16.116 - 31 00 05 Additional Select Fill for Unsuitable Materials, #53	47.0		CY				\$2,444.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$2,444.00
53	14.17.117 - 31 00 05 Special Backfill, No. 53	16.0		CY				\$1,200.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$1,200.00
54	14.18.118 - 32 31 13 Compacted Aggregate, No. 53, Base	494.0		T				\$17,784.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$17,784.00
55	14.19.119 - 32 31 13 Compacted Aggregate, No. 53, Base, Undistributed	148.0		T				\$5,328.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$5,328.00
56	14.20.120 - 32 31 13 Compacted Aggregate, No. 2, Base	659.0		T				\$27,678.00	659.00	\$27,678.00		\$0.00	\$27,678.00	100.00%	\$0.00
57	14.21.121 - 32 31 13 Compacted Aggregate, No. 2, Base, Undistributed	148.0		T				\$6,216.00	148.00	\$6,216.00		\$0.00	\$6,216.00	100.00%	\$0.00
58	14.22.122 - 32 31 13 Geogrid, Type 1B, Undistributed	445.0		SY				\$4,450.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$4,450.00
59	14.23.123 - 32 31 13 HMA Pavement, Surface, 9.5 mm, Type B, 58S	122.0		T				\$13,054.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$13,054.00
60	14.24.124 - 32 31 13 HMA Pavement, Intermediate, 19.0 mm, Type B, 58S	489.0		T				\$36,675.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$36,675.00
61	14.25.125 - 32 31 13 Asphalt for Tack Coat	3.72		T				\$37.20	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$37.20
62	14.26.126 - 32 31 13 Pavement Markings	1.0		LS				\$50.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$50.00
63	14.27.127 - 32 31 13 Compacted Aggregate, No. 73, Surface	9.0		T				\$2,700.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$2,700.00
64	14.28.128 - 32 31 13 Fence, Chainlink, 7 Ft, with Barbed Wire	378.0		LF				\$9,450.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$9,450.00
65	14.29.129 - 32 31 13 Gate, Chainlink, 16 Ft Wide, Rolling	1.0		EA				\$4,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$4,000.00
66	14.30.130 - 32 31 13 Gate, Chainlink, 5 Ft Wide	1.0		EA				\$2,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$2,000.00
67	14.31.131 - 32 92 00 Seeding & Site Restoration	5418.0		SY				\$27,090.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$27,090.00
68	14.32.132 - 32 93 00 Site Landscaping	1.0		LS				\$20,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$20,000.00
69	14.33.133 - 33 05 13 60" Manhole, Type I, Rebar Cage	2.0		EA				\$8,000.00	2.00	\$8,000.00		\$0.00	\$8,000.00	100.00%	\$0.00
70	14.34.134 - 33 05 13 33" Inlet, Type I-B	2.0		EA				\$4,000.00	2.00	\$4,000.00		\$0.00	\$4,000.00	100.00%	\$0.00
71	14.35.135 - 33 05 13 Precast Storm Structure Waterproofing	1.0		EA				\$1,000.00	0.00	\$0.00		\$0.00	\$0.00	0.00%	\$1,000.00
72	14.36.136 - 33 11 00 Water Main, 16 In., DI	20.0		LF				\$5,000.00	20.00	\$5,000.00		\$0.00	\$5,000.00	100.00%	\$0.00
73	14.37.137 - 33 11 00 Water Main, 12 In., PVC	515.0		LF				\$61,800.00	515.00	\$61,800.00		\$0.00	\$61,800.00	100.00%	\$0.00
74	14.38.138 - 33 11 00 Elbow, 12 In., 22.5, DI	1.0		EA				\$2,500.00	1.00	\$2,500.00		\$0.00	\$2,500.00	100.00%	\$0.00



## **Contractor's Application for Payment**

Change Orders						
Change Order Totals	\$0.00		\$0.00	\$0.00	\$0.00	0.00%
Original Contract and Change Orders						
Project Totals	\$6,375,000.20		\$4,530,311.60	\$0.00	\$4,530,311.60	71.06%
						\$1,844,688.60

**UTILITY SERVICE BOARD RESOLUTION NO. 2026-**  
**001**

*A RESOLUTION APPROVING AN AGREEMENT FOR THE SERVICES OF A UTILITY  
SERVICE BOARD ATTORNEY FOR THE CALENDAR YEAR OF 2026*

**WHEREAS**, the Huntertown Utility Service Board (USB) has determined that it is necessary to retain the services of an attorney for the Huntertown Utility Service Board for the calendar year 2026; and,

**WHEREAS**, the USB has reviewed a proposal regarding an Agreement for Legal Services using Michael D. Hawk, Hawk Haynie Kammeyer & Smith, Attorneys At Law, as attorney for the USB and, after due consideration, wishes to adopt the same;

**NOW THEREFORE, BE IT RESOLVED** by the Utility Service Board of the Town of Huntertown, that the Utility Service Board President is directed to execute on behalf of the USB, an agreement with Michael D. Hawk for his services as attorney for the Huntertown Utility Service Board during the calendar year 2026, subject to approved renewal terms in accordance with the attached agreement and a not-to-exceed amount of \$25,000.

RESOLUTION ADOPTED by the Town Council on this \_\_\_\_ day of \_\_\_\_\_,  
2026.

By: \_\_\_\_\_  
Tony Ramey

By: \_\_\_\_\_  
Dan Roy

By: \_\_\_\_\_  
Mike Stamets

ATTEST:

\_\_\_\_\_  
Ryan Schwab, Clerk-Treasurer



HAWK HAYNIE KAMMEYER & SMITH  
ATTORNEYS AT LAW

DAVID K. HAWK  
W. RANDALL KAMMEYER  
JEFFREY P. SMITH  
MICHAEL D. HAWK  
SARAH L. BLAKE  
MELISSA G. HAWK  
TESS M. HOULIHAN

GILMORE S. HAYNIE, JR.  
(1947-2014)

December 22, 2025

Huntertown Utility Service Board  
Town Hall  
Huntertown, IN 46748

***Re: Agreement for Legal Services***

Dear Utility Service Board Members:

Pursuant to your request and to establish a written agreement between an attorney and the Huntertown Utility Service Board ("USB"), I herewith submit, for your consideration, a letter covering the term and proposed scope of my services, and the proposed compensation therefor.

If the following is acceptable, I would respectfully request the return of a signed copy after adoption of a resolution by the USB at its meeting on January 5, 2026, approving this proposed agreement.

I. TERM. The term of services of the undersigned as your attorney shall be from January 1, 2026, to December 31, 2026, subject to renewal at the option of the USB upon such other terms as the parties may agree to in writing.

II. SCOPE OF SERVICES. The scope of the usual services to be performed by me or members of my law firm for the USB at the request of the USB, the Clerk-Treasurer, or the Town Manager, shall be as follows:

- (a) Attendance at the regularly scheduled monthly meeting;
- (b) Reviewing contracts and rendering opinions on matters which regularly come before the USB:

(c) Representation of the USB, and any of its Members or employees, in all court actions arising out of their official act or acts within the scope of their employment for the USB in any litigation, including appeals, relating to the enforcement of any actions or any claims against the USB;

(d) Drafting or reviewing ordinances and resolutions for matters which come before the USB;

(e) Legal services in connection with revenue bonds for the Huntertown Municipal utilities;

(f) Land acquisition including, but not limited to representation in condemnation proceedings;

(g) Representation in any administrative proceeding which may involve the USB, any of its members, or employees of the utilities; and,

(h) Any other matter which arises under the authority of the USB by statute.

III. COMPENSATION FOR SERVICES. The attorney fees for the services to be rendered during the calendar year 2026 shall be as follows:

(a) \$500.00 per month as a retainer. The retainer shall include routine communications with the members of the USB, Town Manager, Clerk-Treasurer, utility office staff, and developers. No itemization of services or time is required.

(b) For services identified in Section II, paragraphs (a) through (h), the attorney fees shall be \$265.00 per hour, which is a negotiated discounted rate, or at such hourly rate as may be agreed to by the parties, which is equal to the normal and usual charges for said work as is customarily charged by the undersigned attorney or his law office in connection with the work performed, and which shall be reasonable and consistent with the fees and hourly rates generally charged in the community of practice in Allen County, Indiana, for said work. Invoices will be provided monthly with itemization of the services performed and corresponding hours worked. For services identified in Section II, paragraphs (a) through (h), should the USB extend the

Huntertown Utility Service Board  
December 22, 2025  
Page **3** of **3**

term of this Agreement as provided in Section I, the attorney fess shall be \$275.00 per hour for years 2027 and 2028.

In accordance with Public Law 171-2011 (I. C. § 22-5-1.7 et. seq.), as a term of this agreement, the undersigned contractor understands and agrees to enroll and verify work eligibility status of all newly hired employees of the undersigned through the E-Verify Program (AProgram@), and further understands that there is no requirement to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

In accordance with Public Law 171-2011, the undersigned verifies under the penalties for perjury that neither he, nor the firm of which he is a member, knowingly employ an unauthorized alien, whether newly hired or previously employed.

Respectfully submitted;

HAWK HAYNIE KAMMEYER & SMITH,  
LLP

Michael D. Hawk

MDH/kak

Approved and accepted this \_\_\_\_ day of January, 2026.

HUNTERTOWN UTILITY SERVICE BOARD

By: \_\_\_\_\_  
USB President

**UTILITY SERVICE BOARD RESOLUTION NO. 2026-**  
**00 2**

*A RESOLUTION APPROVING AN AGREEMENT FOR ON-CALL ENGINEERING  
SERVICES DURING THE CALENDAR YEAR 2026*

**WHEREAS,** the Huntertown Utility Service Board (USB) has determined that it is necessary to retain the services of an engineering firm for the Huntertown Utility Service Board during the calendar year 2026; and,

**WHEREAS,** the USB has reviewed a proposal regarding an Agreement for On-Call Engineering Services using Engineering Resources, Inc. as the engineering firm for the USB and, after due consideration, wishes to adopt the same; and,

**NOW THEREFORE, BE IT RESOLVED** by the Utility Service Board of the Town of Huntertown, that the Utility Service Board President is directed to execute on behalf of the USB, an agreement with Engineering Resources, Inc., to provide as-needed engineering services for the Utility Service Board during the calendar year 2026, subject to approved renewal terms in accordance with the attached agreement and a not-to-exceed amount of \$300,000.

RESOLUTION ADOPTED by the Utility Service Board on this \_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
Tony Ramey

By: \_\_\_\_\_  
Dan Roy

By: \_\_\_\_\_  
Mike Stamets

ATTEST:

\_\_\_\_\_  
Ryan Schwab, Clerk-Treasurer

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2026 ("Effective Date") between

Town of Huntertown Utility Service Board ("Owner")

and

Engineering Resources, Inc ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Utility Service Board On-Call Engineering Services 2026 ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See "Scope of Engineering Services", Attachment A

Owner and Engineer further agree as follows:

*1.01 Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer recognizes that the Town may from time -to-time hire outside engineering services for special projects.
- C. Engineer shall complete its services within a reasonable time, or within the time frame included in the work authorization.
- D. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction as specified in the work authorization. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then ~~the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.~~

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise as specified in the work authorization.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Attachment B.
  3. The total compensation for services and reimbursable expenses is as specified in the attached work authorization

- 7.02 *Additional Services:* For authorized additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly

rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Attachment B.

7.03 *Employment Certification:* Engineer affirms that it does not knowingly employ or contract with an unauthorized alien.

A. Engineer shall enroll in and verify the work eligibility status of its employees through the E-Verify program as defined in IC 22-5-1.7-3.

B. Engineer is not required to verify the work eligibility status of all newly hired employees of the Engineer through the E-Verify program if the E-Verify program no longer exists.

C. Engineer agrees to maintain this certification throughout the duration of the term of this Agreement.

Attachments:

Attachment A: Scope of Engineering Services and Work Authorization

Attachment B: Fee Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

Town of Huntertown Utility Service Board  
15617 Lima Rd, PO Box 95  
Huntertown, IN  
46748

ENGINEER:

Signed:  \_\_\_\_\_

By: Derek Frederickson, PE

Title: Vice President

Date Signed: December 30, 2025

Engineer License or Firm's Certificate  
Number: 10100327

State of: Indiana

Address for giving notices:

Engineering Resources, Inc  
4175 New Vision Dr  
Fort Wayne, IN  
46845

**ATTACHMENT A**  
**SCOPE OF ENGINEERING SERVICES**  
**AND WORK AUTHORIZATION**

**PROJECT:** Utility Service Board On-Call Engineering Services starting January 1<sup>st</sup>, 2026. The Town intends for the initial agreement to be for a period of one (1) year with provisions for two (2) consecutive one (1) year extensions for a total of three (3) years. Additional consecutive one (1) year extensions may be granted at the discretion of the Huntertown Utility Service Board, in compliance with all state and federal guidelines

**METHOD OF BILLING:** Time and Material according to the attached fee schedule

**NOT TO EXCEED AMOUNT** (per year): \$300,000

**SCOPE OF SERVICES**

**1. GENERAL:**

- a. This agreement covers general services anticipated to be routine, or small in nature, and may include.
  - i. Attend Utility Service Board meetings,
  - ii. attend USB meetings,
  - iii. planning,
  - iv. sanitary sewer utility,
  - v. water utility,
  - vi. development plan review, including subdivision plats related to utilities and easements,
  - vii. fill-in construction observation when Town Staff needs assistance, or other special projects identified by the Utility Service Board or Town Council.
- b. For services that involve a large investment of time or expense beyond what this agreement will support, our office will submit an amendment to the Board for consideration and approval before commencement of services.

**2. CONSTRUCTION OBSERVATION SUPPORT:**

- a. Our office will have a representative on-site on an as-needed basis to observe the contractors work for general compliance with the Town standards on a time and material basis according to the attached fee schedule. It is our understanding that the scope of services will be limited to the construction of new water and sanitary sewer mains within Huntertown's service territory. These services will not be billed against the "not to exceed" contract amount listed above. It is our



understanding that the Town will be reimbursed for these expenses by the Permittee as provided for in Huntertown Ordinance 12-003.

b. Duties and responsibilities:

- i. Monitor contractor progress, including project schedule.
- ii. Attend project conferences and meetings if requested.
- iii. Conduct on-site observations of the work in progress for general conformance with the Town Standards and permitted drawings.
  - i. The construction observer will make a reasonable attempt to confirm that the materials of construction and methods of installation are consistent with the approved plans and specifications but this in no way absolves the contractor of their responsibility to provide what is required under the conditions of the permit to perform the work.
  - ii. Any corrective work that is required to become compliant with the Town's standards and specifications will continue to be the responsibility of the Contractor.
- iv. Maintain a log book that records the contractor's operations and activity.
- v. Report work progress to the Town and identify any improvements that are non-compliant.
- vi. Verify that the contractor is performing the appropriate testing and maintaining adequate project records as required.
  - i. Notes related to the required testing by the contractor will be assembled and organized for the Town in the project logbook.
  - ii. An as-built survey is required of the Contractor at the end of the project. Our office will review this document and identify any deviations from the permit, and any discoveries related to incorrect placement of the utilities for correction by the Contractor.

c. The construction observer shall not:

- i. Authorize any deviation from the plans.
- ii. Provide construction staking or assist the contractor to locate the proposed facilities.
  - i. The Town recognizes that the Construction Observer is relying on construction staking provided by the contractor to establish horizontal and vertical control for the project.
  - ii. The scope of Construction Observation does not include verification of the infrastructure location as this is the Contractor's responsibility with as-built documentation.
- iii. Be responsible for the Contractor's means and methods of construction.
- iv. Be responsible for Contractor safety practices and procedures.
- v. Be responsible for the contractor's work, including defects that are discovered after construction.



- vi. Document, verify or draft Record Drawings.

**BILLING FOR SERVICES:**

- a. Invoicing for services will be on an as-needed hourly basis according to the attached fee schedule.
- b. Our office will attend Board meetings when necessary. A monthly invoice will be provided with sufficient information to enable the Town to monitor progress and understand the associated costs included with the billing.





## ATTACHMENT B FEE SCHEDULE

### 1. STANDARD BILLING RATES:

Compensation to be made on a time basis shall be according to the number of hours expended on a project times the appropriate billing rate shown below. For the purposes of this agreement, the 2026 rates listed below have been reduced to match our standard 2025 rates, and 2027 has been reduced to match our standard 2026 rates. Additionally, we have expanded our billing rate table for 2026 and a conversion table is provided for reference:

**Labor Code to Job Title Conversion**

Employee	2025 Labor Code	2026 Job Title
Jim Breckler	SE	EN8
Jessica Hile	PE	EN5
Steven Cardenas	PE	EN 4
Steve Klein	ED	DE4
Karsten Arnold	AD	EN1
Adam Grabill	PE	EN4
Matthew Berning	AD	DE2
Derek Frederickson	SE	EN9
Ron Simpson	PE	EN5

**\*\* Rate Table**

Engineer			Designer			Construction Observer		
Job Title	2026 Rates	2027 Rates	Job Title	2026 Rates	2027 Rates	Job Title	2026 Rates	2027 Rates
IN1	79	81	IN1	79	81	IN1	79	81
EN1	113	117	DE1	104	107	CO1	93	98
EN2	123	127	DE2	113	117	CO2	99	102
EN3	131	137	DE3	122	126	CO3	104	107
EN4	143	148	DE4	131	136	CO4	107	111
EN5	154	158	DE5	141	145	CO5	112	116
EN6	163	168	DE6	150	155	CO6	117	120
EN7	173	178	DE7	154	164	CO7	121	125
EN8	184	189	DE8	169	174	CO8	125	129
EN9	193	199						
EN10	203	209						

\*\* A multiplier of 1.2 may be applied to the rates listed above for construction observation overtime services



2. REIMBURSABLE EXPENSES

- a. Automobile Transportation..... Allowable IRS Rate/Mile
- b. Subconsultant Services..... cost + 10%
- c. Other Reimbursable Expenses ..... cost + 10%





Date:  
Proposal #

12/16/2025
3-038-0001

Selling Dealership  
Kelley Chevrolet  
5220 Value Drive  
Fort Wayne, IN 46808

Customer: City of Hometown

Commercial Fleet & Municipal Sales  
1425 Progress Road  
Fort Wayne, Indiana 46808

Salesperson	Email	Purchase Type	In-Stock	FAN Number	Contract #	Est. Delivery Date
Gene Albers	ealbers@kelleyauto.com	Commercial	In Stock	802999	616704	4 weeks

Qty	Stock #	Description	MSRP	Discount	Sub-Total	Line Total
1	3FL1626	2026 Chevy Silverado 2500 Regular Cab 4wd	\$ 53,479.00	\$ 6,324.00	\$ 47,155.00	\$47,155.00
				\$ -	\$ -	\$0.00
1		8' Knapheide Service Body and Strobes	\$ 14,434.00	\$ -	\$ 14,434.00	\$14,434.00
			\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00
		Unit will be purchased of Quest Bid and	\$ -	\$ -	\$ -	\$0.00
		piggyback off of Fort Wayne/State of Indiana	\$ -	\$ -	\$ -	\$0.00
		Contract. Contract #616704	\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00
			\$ -	\$ -	\$ -	\$0.00

Doc Fees	\$0.00
Subtotal	\$61,589.00
Tire Tax	INCLUDED
Sales Tax	EXEMPT
Total	\$61,589.00

Please sign below to accept the pricing and terms listed in this proposal.

Name:  
Title:  
Date:

Thank you for your business





# QUOTE

Date 12/15/2025

Quote # 3960-001

Customer ID 1081

1171 S. Williams Dr.  
Columbia City, IN 46725

Sales Rep: Jeremiah Case

Phone: 260-609-7103

Quote Expires: 12/30/2025

Attn: Gene re: Huntertown

Prepared For: Kelley Chevrolet  
929 Avenue of Autos  
Fort Wayne IN 46804

Ship To: Kelley Chevrolet Inc  
818 Avenue of Autos  
Fort Wayne IN 46804

Qty	Item \ Description	Price \ UOM	Extended Price
1	COMMERCIAL SERVICE BODY BASE	\$14,433.02 \ EA	\$14,433.02

KNAPHEIDE STEEL SERVICE BODY -STANDARD 600-SERIES

## Features:

696W Service Body Includes: -

Automotive Style Rivetless Rotary Latches -  
Automotive Door Seals -  
Standard Shelving Package -  
LED Surface Mount S/T/T/Back-up Lights -  
Premium "Slamable" Tailgate with Center Release -  
Galva-Grip Bumper with Pintle Hook Recess and UltraLiner-  
Factory Supplied Backup Camera Installed -  
K-Coat Corrosion Protection with Knapheide's Exclusive  
12-Stage Electro-Coating Prime Paint System -Body Fully  
Undercoated -  
Interior and Exterior Painted White (Single Stage Enamel)

## Specifications:

OVERALL LENGTH: - - - - - 97"-L  
OVERALL WIDTH: - - - - - 78" H  
FLOOR WIDTH: - - - - - 49"  
COMPARTMENT HEIGHT: - - - - 40"  
SIDE COMPARTMENT DEPTH: - - - - 14-1/2"  
FLOOR HEIGHT: - - - - - 24"

## STREETSIDE COMPARTMENTATION:

1V = 31-1/4" in length x 40" high  
H = 44-3/4" in length x 18-1/2" high  
2V = 21-1/4" in length x 40" high

## CURBSIDE COMPARTMENTATION:

1V = 31-1/4" in length x 40" high

H = 44-3/4" in length x 18-1/2" high

2V = 21-1/4" in length x 40" high

**STANDARD SHELVING:**

Includes (2) adjustable divider shelves each front vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, (1) adjustable divider shelf each rear vertical compartment, and (28) shelf dividers.

**WARRANTY:** Standard Knapheide Limited Warranty

Rubber Mudflaps - Heavy-duty rubber construction, designed for vocational trucks. Provides protection against road debris, gravel, and spray

WAJ Liner- Spray liner applied to cargo hauling area, tailgate, and over top of cabinets. Front of body (between body and cab of truck) also receives liner

Backup Alarm -Audible safety alarm that activates when the vehicle is in reverse, alerting pedestrians and nearby workers to help reduce the risk of backing accidents and improve jobsite safety.

Safety Strobe Light Package -High-visibility dual-color (A/W) LED strobe lights mounted at all four corners of the vehicle. Amber and white alternating flashes provide enhanced warning and 360° visibility to improve safety on jobsites and roadways.

2- 4" lights mounted in front

2- 4" lights mounted on rear of body

2- 4" lights (one mounted on each side of svc body above wheels wells under drip rail)

No-Drill, CHMSL Mounted light bracket mounting plate with GM Spoiler

11" x 3" Dual Color (A/W) LED Light Bar

30 LED's

23 Flash Patterns

12/23 VDC Operating Range

**INSTALLED**

\*\*\*\*\*

**Total:      \$14,433.02**

*Additional Options to consider NOT included in Quote:*  
*Master Lock option (locks all cabinets with one handle at*  
*rear of body with customer provided pad lock) ADD \$610.00*  
*LED Compartment Lights: ADD \$1,207.00*  
*Power Locks for Compartments: ADD \$1,798.00*  
*600-Watt Pure Sine Power Inverter: ADD \$1,123.00*

Chassis Make: \_\_\_\_\_

Chassis Model: \_\_\_\_\_

Chassis VIN: \_\_\_\_\_

CA / CT: \_\_\_\_\_" SRW / DRW: \_\_\_\_\_

Customer Approval:

Signed: \_\_\_\_\_ Print: \_\_\_\_\_

Date/Time: 12/29/2025 11:33:56 AM

Buyer: Randy Bailey  
Cell Phone: (260) 494-4825Trade: 2015 Chevrolet Equinox (52,490  
mi.)

Salesperson: Andrew Maldonado

## Fort Wayne Toyota

2026 Toyota Grand Highlander

VIN: 5TDACAB53TS03E451

MSRP/Retail	\$50,024.00
Selling Price	\$47,274.00
Government Fee	\$37.50
Proc/Doc Fee	\$251.05
As Is Trade Allowance	\$5,750.00
Amount Financed	\$41,812.55

With approved credit.

X

Customer Signature

Date

X

Manager Signature

Date





# TOYOTA

## Evans Toyota

515 West Coliseum Blvd  
Fort Wayne IN 46808  
260-482-3730

## 2026 GRAND HIGHLANDER

### Grand Highlander XLE

Model: 2026 Grand Highlander XLE 2.4L 4-Cyl. Turbocharged Engine, All-Wheel Drive 6702A

Stock: N/A

Engine: 2.4L 4-Cyl. Turbocharged Engine

Transmission: Direct Shift 8-Speed Electronically Controlled Automatic Transmission (ECT)



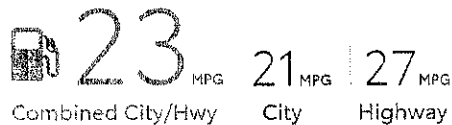
EXTERIOR  
Wind Chill Pearl

INTERIOR  
Black SofTex®

### PRICE

Base MSRP *	\$45,730.00
Factory Installed Packages & Accessories	\$475.00
Port Installed Packages & Accessories	\$2,318.00
Delivery Processing and Handling	\$1,495.00
<b>Total Suggested Retail Price</b>	<b>\$50,018.00</b>

### FUEL ECONOMY



### INSTALLED PACKAGES & ACCESSORIES

EP State Emissions	FIO	\$0.00
Premium Paint	FIO	\$475.00
Tow Hitch Receiver Package	PIO	\$930.00
Tow Hitch Receiver package includes:		
<ul style="list-style-type: none"> <li>• Tow Hitch Receiver</li> <li>• Wiring Wire Harness</li> <li>• Tru-Pull Rear Bumper Cover</li> </ul>		
Door Edge Guards	PIO	\$165.00
<p>Reinforced door edge rings and chipped paint with this protective finishing touch.</p> <p>The thermoplastic-coated stainless steel is precisely color-matched to the exterior paint.</p>		
Mudguards	PIO	\$160.00
<p>Help protect your paint finish from road debris and the damage it causes.</p> <p>Designed to integrate with Grand Highlander exterior styling.</p> <p>Set includes four mudguards.</p>		
All-Weather Floor Liner Package	PIO	\$388.00
<p>Available and crafted from durable weather-resistant material, all-weather floor liners</p> <p>help protect the interior with Toyota well-known quality and style. Includes:</p> <ul style="list-style-type: none"> <li>• All-Weather Floor Liners</li> <li>• Cargo Liner</li> </ul>		
Cross Bars	PIO	\$325.00
<p>Two bars help carry additional cargo.</p> <ul style="list-style-type: none"> <li>• Includes mounting screws that attach to fittings in the rails.</li> <li>• Also dynamic styling to help minimize wind noise.</li> </ul>		

... : **OVCTA Grand Highlander XLE**

- Information Display (HID), Bluetooth® Hands-free phone, voice command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA), Lane Steering Assist (LSA) and multimedia information controls
- Combination meter with analog gauges and 7" digital LCD Information Display (HID) with fuel economy, Left Turn Assist, and other information, and warning messages

- Combination meter with analog gauges and 7-in. digital LCD display (MID) with fuel economy, trip, A/C, and voltage information, and warning messages

## Audio Multimedia

- 13.3" Toyota Audio Multimedia touchscreen with wireless Apple CarPlay® & Android Auto™, compatible SiriusXM® 3-yr. subscription (see [toyota.com/audio-multimedia-for-sale](http://toyota.com/audio-multimedia-for-sale))
- 6-speaker audio system S

- \* 5-speaker audio system S

ToyotaCare

- 24-Hour Roadside Assistance \$0 (No Cost)
- No-cost maintenance plan \$0 (No Cost)

2025 TOYOTA Grand Highlander XLE

MSRP includes manufacturer, distributor and dealer prep, one-time taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling Fee of \$1,495 (strong) for Corolla, Corolla Hybrid, Corolla Hybrid, Corolla Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra, Rong, \$1,495 (strong) for Entry SUV (Corolla Cross, Corolla Cross Hybrid, \$1,495 (strong) for Small SUV (RAV4, RAV4 Hybrid, RAV4 Plug-in Hybrid, bZ), \$1,495 (strong) for Mid SUV/Minivan (Runner, 4Runner Hybrid, Highlander, Highlander Hybrid, Grand Highlander, Grand Highlander Hybrid, Sienna, Land Cruiser, Toyota Crown), \$1,595 (strong) for Small Pickup (Tacoma, Tundra), \$2,000 (strong) for Large Pickup/Large SUV (Tundra, Tundra Hybrid, Sequoia). (strong) Various manufacturers and distributors have all agreed to a fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for this service is based on the "Delivery, Processing and Handling Fee" which is the value of the processing, handling and delivery services Toyota provides as part of its dealer pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

Warranty, which covers normal factory scheduled maintenance for 3 years or 36,000 miles, whichever comes first, is included as part of the sales price of the vehicle. See participating dealer for details and coverage details.

MSRP does not include destination charge. Toyota Motor Sales, U.S.A., Inc. is not responsible and makes no warranty for inaccuracies. Please contact your dealer with any questions and if you require additional information.

Rear Hatch Cargo Lamps	PIO	\$350.00
Includes lamps on both driver and passenger side for easy loading and unloading of cargo.		
Total Optional Equipment		\$2,793.00
Vehicle Base Model		\$45,730.00
Delivery Processing and Handling		\$1,495.00

## FEATURES

### Mechanical & Performance

- Drivetrain: Direct Shift-8AT 8-speed Electronically Controlled automatic Transmission (ECT)
- Drive Modes: Drive Mode Select (DMS) with Sport, Eco, Normal and Snow Modes
- Suspension: Independent MacPherson front suspension and coil-over with stabilizer bar
- Emissions Rating: Super Ultra Low Emissions Vehicle (SULEV30)
- Engine: Gasoline engine — 2.4-liter 4-cylinder turbocharged 16-valve D-4S injection engine with Dual variable valve timing with intelligence (VVT-i) and Stop and Start Engine System (S&S), 235 hp @ 5000 rpm, 310 lb-ft @ 1700-3400 rpm
- Engine: 2.4L 4-Cyl. Turbocharged engine
- Weight Rating: 6195 lbs
- Drivetrain: Dynamic Torque Control AWD
- Steering: Electric Power Steering (EPS); electric power-assisted rack-and-pinion
- Suspension: Multi-link rear suspension with stabilizer bar
- Brakes: Power-assisted, ventilated 13.3-in. front disc brakes and ventilated 13.3-in. rear disc brakes
- Engine: Stop and Start Engine System (S&S)
- Direct Shift 8-Speed Electronically Controlled automatic Transmission (ECT)

### Steering

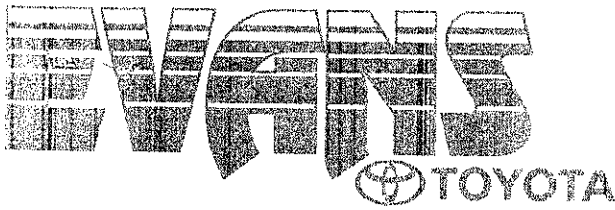
- Electric Power Steering (EPS); electric power-assisted rack-and-pinion

### Exterior

- 18-in. multi-spoke silver wheels
- Windshield wiper repellent
- Rear liftgate windshield decalage
- Flush-over lower bumper
- Daytime Running Lamps (DRL) with auto headlight
- LED headlights
- Acoustic noise-reducing front windshields and front side windows
- Heated power outside mirrors with auto dimming function
- Three-keyed outside door handles
- Height-adjustable power liftgate with jam protection
- Rear liftgate windshield washer and backup camera washer
- Rear spoiler with LED center high-mount stop light
- Black front lower bumper
- LED taillights
- Black-painted front grille
- Privacy glass on rear side, quarter and liftgate windows
- Silver-painted roof rails

### Interior

- 10-way power automatic climate control with all three independent second-row control panel, individual temperature settings for driver, front passenger and rear seat passenger, and climate and third-row vents
- Passenger seating with second-row fold-down table on chairs and fold-down interior armrests, adjustable rearview mirror, dual cupholders mounted on rear floor and 60/40 split fold-down second-row seat with sliding headrests and lumbar function
- Power door locks with 4th-linked automatic lock/unlock feature
- Overhead wireless smartphone charging with charge indicator light
- 8-touch red-top center console with two levels of storage
- Power windows with auto up/down in all positions and auto hold function
- Dual windows with sliding function and illuminated key fob light
- 10-way power-adjustable driver's seat including power lumbar support; 8-way power-adjustable front passenger seat
- Digital Key capability — Digital Key enables smartphone to be used instead of a physical key (Remote Connect subscription required)
- Manual second-row retractable rear window sunshades
- Seven USB-C ports (one media port and six charging ports) and two 12V outlets
- 12 cup and bottle holders
- Overhead console with sunglasses storage and maplights
- Silver-painted dashboard trim and matte-gray metallic door trim
- Auto-dimming rearview mirror with HomeLink® universal garage door opener
- Smart Key System on all doors and liftgate with Push Button Start, remote keyless entry system with lock, unlock, panic and liftgate



## Purchase Agreement

Felton Walker  
Evans Toyota  
515 W Coliseum Blvd  
Fort Wayne, IN 46808

Buyer	Co-Buyer	Vehicle
City of Huntertown Hannah Walker C: (260) 338-2707 townmanager@huntertown.in.gov		0 VIN: Stock #: LOC Mileage: Color:

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
1	2015 Chevrolet Equinox (Silver)	2GNFLEEK0F6130313	2.4L 4 cyls	52,498	\$0.00

Purchase Details	
Retail Price:	\$50,018.00
Sales Price:	\$47,211.00
Savings:	\$2,807.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$38.75
Doc Fees:	\$245.00
Total Taxes:	\$2,936.92
<b>Total Sales Price:</b>	<b>\$50,431.67</b>
Trade Allowance:	\$5,500.00
Trade Payoff:	\$0.00
Trade Equity:	\$5,500.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$44,931.67</b>

\$42,278.50

X

Customer Signature

X

Manager Signature

Disclaimer:

Payments are subject to approved credit and program eligibility.

Printed 12/19/25 2:17 PM



December 19, 2025 11:11 AM

### Proposal Prepared For

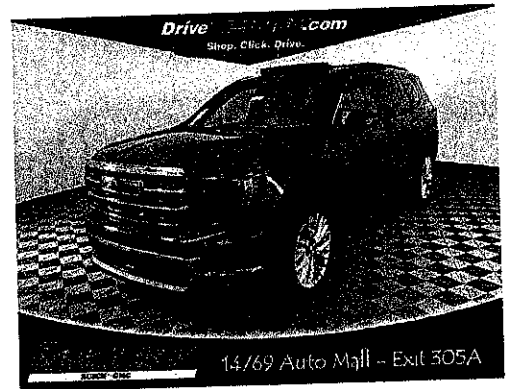
Town Of Huntertown  
townmanager@huntertown.in.gov  
(260) 637-5058

### Trade Information

2015 Chevrolet Equinox  
2GNFLEEK0F6130313  
Miles: 52,488 • Value: \$5,508.75

## Your Vehicle's Cash Price

MSRP / Market Value	\$53,720.00
Savings	-\$2,000.00
Selling Price	\$51,720.00
Total Protection Package	\$999.00
Trade Allowance	-\$5,508.75
Sales Sub Total	\$47,210.25
State Taxes And Fees	\$0.00
Retail Doc Fee	\$251.00
License Fee	\$22.50
Title Fee	\$15.00
IN Tire Tax	\$1.25
Final Price	\$47,500.00



### 2026 GMC Acadia

2C4271 • 1GKENNKS7TJ176792

Trim	AWD 4dr Elevation
Exterior	Volcanic Red Tintcoat
Interior	Gideon Gray
Miles	10

### Your Sales Consultant

Mike Kelley  
mkelley@drivetomkelleybuickgmc.com

Guest Signature

Manager Signature



CARFAX History-Based Value

**2015 CHEVROLET EQUINOX LS**

VIN: 2GNFLEK0F6130313

Body: 4 DOOR SPORT UTILITY VEHICLE

Engine: 2.4L I4 182hp 172ft lbs

Drivetrain: AWD

Fuel: GASOLINE

**Assumptions:**

Trim:	LS
Current Condition:	Fair
Zip Code:	46804
Mileage:	54,059
Color:	Not Specified

**History events affecting this vehicle's value**No Accidents  
Reported1-Owner  
Vehicle**\$5,340****CARFAX History-Based Trade-in Value****Installed Features**

AWD	Connected Car	Front Bucket Seats	Side Airbags	Vinyl Steering Wheel
Adjustable Lumbar Support	Connected Car Integrated	Halogen Headlights	Stability Control	Wi-Fi Compatible
Alloy Wheels	Apps	Multi-Function Display	Steering Wheel Mounted	
Anti-Theft System	Cruise Control	Power Seats	Controls	
Approach Lights	Curtain Airbags	Radio Data System	Tire Pressure Monitoring	
Bluetooth	Electronic Braking System	Rear Headrests	System	
Braking Assist	Electronic Traction Control	Satellite Radio	USB Audio Input	

This CARFAX History-Based Value is based only on information supplied to CARFAX and available as of 12/19/2025 at 11:06AM EST. Other information that may affect the value of the vehicle may not have been reported to CARFAX. To learn more, please [click here](#).

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512; 8,600,823; 8,595,079; 8,606,648; 7,505,838.

2025 Attorney Contract - Not-to-Exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation	Monthly Retainer	Waterworks Revenue Bond work
January	298760	\$2,225.00	\$22,775.00	\$0.00	\$500.00	\$12,000.00
February	299284	\$2,550.00	\$20,225.00	\$0.00	\$500.00	
March	299819	\$2,775.00	\$17,450.00	\$0.00	\$500.00	Wastewater Revenue Bond Work
April	300332	\$1,158.00	\$16,292.00	\$0.00	\$500.00	\$13,500.00
May	300772	\$575.00	\$15,717.00	\$0.00	\$500.00	
June	301361	\$5,500.00	\$10,217.00	\$0.00	\$500.00	
July	301990	\$5,450.00	\$4,767.00	\$0.00	\$500.00	
August	302557	\$8,775.00	-\$4,008.00	\$0.00	\$500.00	
9/2/2025 USB approves Increase of NTE of \$25,000			\$20,992.00			
September	303095	\$8,100.00	\$12,892.00	\$0.00	\$500.00	
October	303661	\$6,075.00	\$6,817.00	\$0.00	\$500.00	
November	304250	\$3,480.00	\$3,337.00	\$0.00	\$500.00	
December	304768	\$12,075.00	-\$8,738.00	\$0.00	\$500.00	
TOTALS		\$58,738.00		\$0.00	\$6,000.00	

2024 Attorney contract - Not-to-exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation	Monthly Retainer
January	291215	\$2,525.00	\$22,475.00	\$0.00	\$500.00
February	291731	\$8,046.00	\$14,429.00	\$0.00	\$500.00
March	292312	\$10,260.00	\$4,169.00	\$0.00	\$500.00
April	292780	\$7,550.00	-\$3,381.00	\$0.00	\$500.00
5/6 USB approves increase of \$25,000			\$21,619.00		
May	293346	\$11,650.00	\$9,969.00	\$0.00	\$500.00
June	293695	\$975.00	\$8,994.00	\$0.00	\$500.00
July	294390	\$5,275.00	\$3,719.00	\$0.00	\$500.00
August	295857	\$3,325.00	\$394.00	\$0.00	\$500.00
9/3 USB approves increase of \$25,000			\$25,394.00		
September	296479	\$800.00	\$24,594.00	\$0.00	\$500.00
October	296889	\$3,325.00	\$21,269.00	\$0.00	\$500.00
November	297434	\$1,800.00	\$19,469.00	\$0.00	\$500.00
December	298032	\$1,050.00	\$18,419.00	\$0.00	\$500.00
TOTALS		\$56,581.00		\$0.00	\$6,000.00

2023 Attorney Contract - Not-to-Exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation	Monthly Retainer
January	276853	\$888.00	\$24,112.00	\$0.00	\$500.00
February	277188	\$504.00	\$23,608.00	\$0.00	\$500.00
March	277691	\$216.00	\$23,392.00	\$0.00	\$500.00
April	278133	\$1,224.00	\$22,168.00	\$0.00	\$500.00
May	278540	\$792.00	\$21,376.00	\$0.00	\$500.00
June	287286	\$4,248.00	\$17,128.00	\$0.00	\$500.00
July	287588	\$432.00	\$16,696.00	\$0.00	\$500.00
August	288772	\$2,256.00	\$14,440.00	\$0.00	\$500.00
September	289330	\$0.00	\$14,440.00	\$0.00	\$500.00
October	289838	\$936.00	\$13,504.00	\$0.00	\$500.00
November	209292	\$4,752.00	\$8,752.00	\$0.00	\$500.00
December	290759	\$7,536.00	\$1,216.00	\$0.00	\$500.00
TOTALS		\$23,784.00		\$0.00	\$6,000.00

2022 Attorney Contract - Not-to-Exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation	Monthly Retainer
January	271450	\$0.00	\$25,000.00	\$0.00	\$500.00
February	271889	\$0.00	\$25,000.00	\$0.00	\$500.00
March	272325	\$374.00	\$24,626.00	\$0.00	\$500.00
April	272749	\$990.00	\$23,636.00	\$0.00	\$500.00
May	273194	\$7,524.00	\$16,112.00	\$0.00	\$500.00
June	273496	\$1,012.00	\$15,100.00	\$0.00	\$500.00
July	273989	\$2,401.95	\$12,698.05	\$0.00	\$500.00
August	274348	\$1,100.00	\$11,598.05	\$0.00	\$500.00
September	274926	\$682.00	\$10,916.05	\$0.00	\$500.00
October	275486	\$2,706.00	\$8,210.05	\$0.00	\$500.00
November	275956	\$4,202.00	\$4,008.05	\$0.00	\$500.00
December	276281	\$858.00	\$3,150.05	\$0.00	\$500.00
TOTALS		\$21,849.95		\$0.00	\$6,000.00

\$27,849.95

2021 Attorney Contract - Not-to-exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation	Monthly Retainer
*December	265887	\$10,353.00	\$14,647.00	\$0.00	\$0.00
January	266380	\$5,735.00	\$8,912.00	\$0.00	\$500.00
February	266619	\$968.00	\$7,944.00	\$0.00	\$500.00
March	267103	\$0.00	\$7,944.00	\$0.00	\$500.00
April	267558	\$0.00	\$7,944.00	\$0.00	\$500.00
May	268096	\$616.00	\$7,328.00	\$0.00	\$500.00
June	268438	\$7,084.00	\$244.00	\$0.00	\$500.00
July	268941	\$9,284.00	-\$9,040.00	\$0.00	\$500.00
* Utility Service Board voted at 8/2/2021 meeting to increase the NTE by \$15,000			\$5,960.00		
August	269464	\$7,216.00	-\$1,256.00	\$0.00	\$500.00
* Utility Service Board voted at 9/7/2021 Meeting to pay the overage and only pay the monthly retainer for the remainder of 2021					
September	269892	\$0.00	\$0.00	\$0.00	\$500.00
October	270204	\$0.00	\$0.00	\$0.00	\$500.00
November	*270625	\$814.00	-\$814.00	\$0.00	\$500.00

\$30,903.00

\* USB President Brad Hite gave verbal approval for November expenses



2025 Attorney Contract - Not-to-Exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation
January	298760	\$2,225.00	\$22,775.00	\$0.00
February	299284	\$2,550.00	\$20,225.00	\$0.00
March	299819	\$2,775.00	\$17,450.00	\$0.00
April	300332	\$1,158.00	\$16,292.00	\$0.00
May	300772	\$575.00	\$15,717.00	\$0.00
June	301361	\$5,500.00	\$10,217.00	\$0.00
July	301990	\$5,450.00	\$4,767.00	\$0.00
August	302557	\$8,775.00	-\$4,008.00	\$0.00
9/2/2025 USB approves increase of NTE of \$25,000			\$20,992.00	
September	303095	\$8,100.00	\$12,892.00	\$0.00
October	303661	\$6,075.00	\$6,817.00	\$0.00
November	304250	\$3,480.00	\$3,337.00	\$0.00
December	304768	\$12,075.00	-\$8,738.00	\$0.00
TOTALS		\$58,738.00		\$0.00

2024 Attorney contract - Not-to-exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation
January	291215	\$2,525.00	\$22,475.00	\$0.00
February	291731	\$8,046.00	\$14,429.00	\$0.00
March	292312	\$10,260.00	\$4,169.00	\$0.00
April	292780	\$7,550.00	-\$3,381.00	\$0.00
5/6 USB approves increase of \$25,000			\$21,619.00	
May	293346	\$11,650.00	\$9,969.00	\$0.00
June	293695	\$975.00	\$8,994.00	\$0.00
July	294390	\$5,275.00	\$3,719.00	\$0.00
August	295857	\$3,325.00	\$394.00	\$0.00
9/3 USB approves increase of \$25,000			\$25,394.00	
September	296479	\$800.00	\$24,594.00	\$0.00
October	296889	\$3,325.00	\$21,269.00	\$0.00
November	297434	\$1,800.00	\$19,469.00	\$0.00
December	298032	\$1,050.00	\$18,419.00	\$0.00
TOTALS		\$56,581.00		\$0.00

2023 Attorney Contract - Not-to-Exceed \$25,000

Month	Invoice Number	USB Services	Remaining Not-To-Exceed	Litigation
January	276853	\$888.00	\$24,112.00	\$0.00
February	277188	\$504.00	\$23,608.00	\$0.00
March	277691	\$216.00	\$23,392.00	\$0.00
April	278133	\$1,224.00	\$22,168.00	\$0.00
May	278540	\$792.00	\$21,376.00	\$0.00
June	287286	\$4,248.00	\$17,128.00	\$0.00
July	287588	\$432.00	\$16,696.00	\$0.00
August	288772	\$2,256.00	\$14,440.00	\$0.00
September	289330	\$0.00	\$14,440.00	\$0.00
October	289838	\$936.00	\$13,504.00	\$0.00



HAWK HAYNIE KAMMEYER & SMITH  
ATTORNEYS AT LAW

DAVID K. HAWK  
W. RANDALL KAMMEYER  
JEFFREY P. SMITH  
MICHAEL D. HAWK  
SARAH L. BLAKE  
MELISSA G. HAWK  
TESS M. HOULIHAN

GILMORE S. HAYNIE, JR.  
(1947-2014)

December 30, 2025

TOWN OF HUNTERTOWN UTILITY SERVICE BOARD BILLING

Statement through December 30, 2025

GENERAL	\$ 2,425.00	
WATER UTILITY	\$ 500.00	
SEWER UTILITY \$	\$ 3,450.00	
GARBAGE CONTRACT	\$ 800.00	<i>moved to General</i>
COPPER CREEK	\$ 5,700.00	
MONTHLY RETAINER	\$ 500.00	
TOTAL BALANCE DUE:	\$13,375.00	

Town of Huntertown  
P.O. Box 95  
Huntertown IN 46748

Page: 1  
December 30, 2025  
Account No: 304-0147M  
Statement No: 304768

Utility Service Board: General

			Hours	
08/14/2025	DKH	Dunton Rd. Utilities - Conference with Mike; finalize special contract; telephone call with Hannah; telephone call with Steve (ERI); receive email from Steve; email to Hannah re: special contract; email re: annexation	2.20	550.00
08/20/2025	DKH	Dunton Rd. Project - Receive email from Hannah and reply; brief review of documents	0.80	200.00
12/01/2025	MDH	Attend USB meeting at Town Hall; review of Fens reimbursement agreement and began revising same.	3.00	750.00
12/03/2025	MDH	E-mails with H. Walker re: utility easement agreement for new developments; began preparing same; telephone call to D. Fredrickson re: same.	1.70	425.00
12/15/2025	MDH	Prepare for and attend USB meeting; review e-mail from H. Walker re: Copper Creek connection fees paid.	2.00	500.00
		For Current Services Rendered	9.70	2,425.00

Recapitulation

Timekeeper	Hours	Rate	Total
David K. Hawk	3.00	\$250.00	\$750.00
Michael D. Hawk	6.70	250.00	1,675.00

Total Current Work 2,425.00

Town of Huntertown

Utility Service Board: General

Page: 2  
December 30, 2025  
Account No: 304-0147M  
Statement No: 304768

	Previous Balance	\$3,200.00
12/04/2025	Payment - Thank you. # 20207	-2,250.00
12/04/2025	Payment - Thank you. # 12171	-950.00
	Total Payments	<u>-3,200.00</u>
	Balance Due	<u>\$2,425.00</u>

\* PLEASE RECORD INVOICE/ACCOUNT NUMBER ON ALL PAYMENTS.  
\* ACCEPTING PAYMENTS BY CREDIT CARD AT: [WWW.HAWKHAYNIE.COM](http://WWW.HAWKHAYNIE.COM)  
\* PAYMENTS RECEIVED AFTER INVOICE DATE ARE NOT REFLECTED

Town of Hometown  
P.O. Box 95  
Hometown IN 46748

Page: 1  
December 30, 2025  
Account No: 304-0149M  
Statement No: 304773

Utility Service Board - Water Utility

			Hours	
12/03/2025	MDH	Receipt and review of e-mail from J. Hile re: property acquisition for additional well fields; telephone conferences with D. Fredrickson re: same.	1.00	250.00
12/05/2025	MDH	Prepare for and attend meeting with J. Hile, D. Fredrickson, H. Walker and D. Hawk re: property acquisition for wells.	1.00	250.00
		For Current Services Rendered	2.00	500.00

	Recapitulation	Hours	Rate	Total
<u>Timekeeper</u> Michael D. Hawk		2.00	\$250.00	\$500.00

Total Current Work	500.00
--------------------	--------

Previous Balance	\$150.00
------------------	----------

12/04/2025	Payment - Thank you. # 12171	-150.00
------------	------------------------------	---------

Balance Due	<u>\$500.00</u>
-------------	-----------------

Town of Huntertown

Utility Service Board - Water Utility

Page: 2  
December 30, 2025  
Account No: 304-0149M  
Statement No: 304773

**\* PLEASE RECORD INVOICE/ACCOUNT NUMBER ON ALL PAYMENTS.  
\* ACCEPTING PAYMENTS BY CREDIT CARD AT: [WWW.HAWKHAYNIE.COM](http://WWW.HAWKHAYNIE.COM)  
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Town of Huntertown  
P.O. Box 95  
Huntertown IN 46748

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December 30, 2025  
Account No: 304-0153M  
Statement No: 304767

Utility Service Board - Sewer Utility

			Hours	
08/18/2025	DKH	The Fens Contract - Emails from/to Hannah; conference with Mike	0.30	75.00
11/25/2025	DKH	Southwest sewer contract - Conference with Mike; brief research	0.50	125.00
11/26/2025	MDH	Meeting with H. Walker, D. Fredrickson and R. Zehr re: lift station and force main reimbursement agreement.	2.00	500.00
12/02/2025	MDH	Receipt and review of e-mail from R. Zehr re: revisions to reimbursement agreement and of review of attachment with proposed revisions.	1.00	250.00
12/09/2025	MDH	Receipt and review of email from D. Fredrickson; review of proposed revisions from R. Zehr	3.00	750.00
	MDH	Finalized Permanent Exclusive Sanitary Sewer Easement Agreement; email same to H. Walker and D. Fredrickson re: same	1.00	250.00
12/10/2025	MDH	Addition review and revision to lift station and force main reimbursement agreement.	2.50	625.00
12/11/2025	MDH	Continued review of lift station and force main reimbursement agreement; notes e: same; conference with D. Hawk re: same.	2.00	500.00
12/12/2025	MDH	Continued review of reimbursement agreement;		

Town of Huntertown

Utility Service Board - Sewer Utility

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	Hours	
conference with D. Hawk re: same.	1.50	375.00
For Current Services Rendered	13.80	3,450.00

	Recapitulation	Hours	Rate	Total
<u>Timekeeper</u>				
David K. Hawk		0.80	\$250.00	\$200.00
Michael D. Hawk		13.00	250.00	3,250.00

Total Current Work	3,450.00
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Previous Balance	\$130.00
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12/04/2025	Payment - Thank you. # 12171	-130.00
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Balance Due	<u>\$3,450.00</u>
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Account No: 304-0054M  
Statement No: 304776

Re: Garbage Contract

			Hours	
11/26/2025	MDH	Receipt and review of USB meeting packet for December meeting; revise ordinance for rate change for solid waste and recycling; legal research re: procedure for adoption; e-mail to H. Walker and R. Schwab re: same.	1.50	375.00
	DKH	Garbage Rate Ordinance - Research; conference with Mike	0.50	125.00
12/03/2025	MDH	Receipt and review of trash contract with comments from H. Walker	0.40	100.00
12/11/2025	MDH	Review of Revised Agreement from Republic Services; further revised agreement; email to H. Walker re: same	0.80	200.00
		For Current Services Rendered	3.20	800.00

	Recapitulation	Hours	Rate	Total
<u>Timekeeper</u>				
David K. Hawk		0.50	\$250.00	\$125.00
Michael D. Hawk		2.70	250.00	675.00

Total Current Work 800.00

Balance Due \$800.00

Town of Huntertown

Re: Garbage Contract

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December 30, 2025  
Account No: 304-0164M  
Statement No: 304766

Utility Service Board - Copper Creek

			Hours	
12/04/2025	MDH	Receipt and review of e-mail correspondence from Attorney Eherenman re: Copper Creek; telephone conference with D. Fredrickson re: sewer easement agreements; continued drafting same; e-mail with H. Walker.	2.50	625.00
12/16/2025	MDH	Meeting with D. Fredrickson to review sewer reimbursement agreement for the Fens and Copper Creek shops letter re: reimbursement and connections; receipt and review of e-mails from H. Walker; telephone call from H. Walker; receipt and review of e-mail from B. Seifert; telephone call from H. Walker; telephone call from B. Seifert; review of letter from B. Eherenman and began preparing response.	4.80	1,200.00
12/17/2025	MDH	Telephone call from B. Hite; telephone call to H. Walker; began preparing response to Attorney Eherenman; e-mails with H. Walker and D. Fredrickson; conference with D. Hawk are: response and special contract.	4.50	1,125.00
12/18/2025	MDH	Receipt and review of e-mail from H. Walker re: Copper Creek shops letter; receipt and review of e-mail and telephone call from J. Hile re: easement.	0.70	175.00
12/22/2025	MDH	Meeting at town hall with B. Hite, T. Ramey, H. Walker, D. Fredrickson and D. Hawk re: Copper Creek shops letter and response from B. Eherenman; revised letter;		

Town of Huntertown

Utility Service Board - Copper Creek

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			Hours	
		telephone conference with H. Walker re: same; e-mail to USB; review comments from D. Fredrickson; review e-mail from D. Hawk.	3.50	875.00
12/23/2025	MDH	E-mails with D. Fredrickson re: letter in response to Copper Creek; receipt and review of e-mails from H. Walker; T. Ramey and B. Lochert; additional review of attachment to e-mail from D. Fredrickson.	1.50	375.00
12/29/2025	MDH	Receipt and review of email from H. Walker re: tap fees for new Copper Creek application; revised letter to B. Eherenman and emailed to B. Eherenman; prepared draft of Real Estate Purchase Agreement for Well Acquisition; email to D. Fredrickson and J. Hile re: same; email to J. Hile re: O'Neal Easement revisions; receipt and review of emails from H. Walker; conference with D. Hawk	5.30	1,325.00
		For Current Services Rendered	22.80	5,700.00

Recapitulation

Timekeeper	Hours	Rate	Total
Michael D. Hawk	22.80	\$250.00	\$5,700.00

Total Current Work 5,700.00

Balance Due \$5,700.00

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Statement No: 304774

USB Monthly Retainer

			Hours	
12/30/2025	DKH	For current services rendered		500.00
		For Current Services Rendered		500.00
		Recapitulation		
	<u>Timekeeper</u>		<u>Hours</u>	<u>Rate</u>
	David K. Hawk		0.00	\$0.00
				<u>Total</u>
				\$500.00
		Total Current Work		500.00
		Previous Balance		\$500.00
12/04/2025		Payment - Thank you. # 12171	- - - - -	-500.00
		Balance Due		<u>\$500.00</u>

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