CITY OF NEW HAVEN
P.O. Box 570
815 Lincoln Highway East
(260) 748-7010 (260) 748-7075 Fax
www.newhaven.in.gov

AGENDA
Board of Public Works & Safety Regular Agenda
September 16, 2025, at 9:00 AM
City Hall Community Room
815 Lincoln Highway E.

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call

II. OLD BUSINESS

A. Approval of Minutes from the previous meeting

A. Approval of minutes from 09/02/2025 meeting

III. NEW BUSINESS

Mayor-City Hall

B. Introduction of a resolution titled, a Resolution of the Board of Public Works and Safety of the City of New Haven, Indiana, Authorizing the Transfer of Certain Personal Property to Richland Township, Whitley County, Indiana.

Clerk-Treasurer

C. Approval of CivicPlus quote Q-107412-1 in the amount of $42,215.65 for all services provided.

Engineering Department

D. Approval of DLZ Invoice #606855 in the amount of $25,971.13.

E. Approval of Crosby Pay App #5 in the amount of $334,552.95 for Tanglewood Sanitary Sewer Project.

Planning

Economic & Community Development

F. Approval of Grant of Easement for Recreational Trail.

G. Approval of Agreement of Sale and Purchase in the amount of $52,500.00 for purchase of land.

H. Approval of disbursement request #1 in the amount of $360,642.35 for Project Scoping Agreement to Card Associates Athletic Facilities, LLC.

I. Approval of Special Event EV-25-19 City Hall Fall Fest.

Police

Public Works/Utility

IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD

V. ADJOURNMENT

MEMBER	TERM
Steve McMichael, Chairman	01/01/24-12/31/27
Bob Byrd, Citizen Member	01/01/25-12/31/25
Ivan Almodovar	9/16/25-12/31/25

Meetings are archived and can be viewed live at https://newhavenin.portal.civicclerk.com/.

September 2, 2025

MINUTES OF A REGULAR MEETING OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CITY OF NEW HAVEN, INDIANA

The Board of Public Works & Safety of the City of New Haven Indiana met in the City Hall Community Room on the September 2, 2025 at the hour of 9:00 AM in a Regular session in accordance with the rules of the Council.

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call

Present: Steve McMichael, and Bob Byrd

C. Approval of Minutes from the previous meeting

A. Minutes from 08212025 BOW meeting

Bob Byrd made a motion to approve the minutes from 08/21/2025. Steve McMichael seconded the motion, and the motion was approved.

II. NEW BUSINESS

Mayor-City Hall

Clerk-Treasurer

B. Approval of written off checks

Bob Byrd made a motion to approve written-off checks. Steve McMichael seconded the motion, and the motion was approved.

Engineering Department

C. Approval of BF&S Invoice #109228 in the amount of 1,839.94 for Lincoln Hwy Trial-Inspection.

Bob Byrd made a motion to approve BF&S Invoice #109228 in the amount of $1,839.94 for Lincoln Hwy. Trail Inspection. Steve McMichael seconded the motion, and the motion was approved with the understanding Rick would investigate the charges.

D. Approval of USI Invoice #25202 in the amount of $37,392.00 for Linden Rd & Rose Ave. Roundabout. (Des #2300608)

Bob Byrd made a motion to approve USI Invoice #25202 in the amount of $37,392.00 for the Linden Rd & Rose Ave roundabout. Steve McMichael seconded the motion, and the motion was approved.

E. Approval of Lochmueller Invoice #820230 in the amount of $12,758.76 for Sunnymede Stormwater Improvements.

Bob Byrd made a motion to approve Lochmueller Invoice #820230 in the amount of $12,758.76 for Sunnymede Stormwater Improvements. Steve McMichael seconded the motion, and the motion was approved.

F. Approval of VS Engineering Invoice #581603 in the amount of $30,288.75 for Sherbrook Dr. Reconstruction.

Bob Byrd made a motion to approve VS Engineering Invoice #581603 in the amount of $30,288.75 for Sherbrook Dr. Reconstruction. Steve McMichael seconded the motion, and the motion was approved.

G. Approval of Wessler Invoice #47692 in the amount of $6,868.94 for Sanitary Sewer Replacement Project.

Bob Byrd made a motion to approve Wessler Invoice #47692 in the amount of $6,868.94 for the Sanitary Sewer Replacement Project. Steve McMichael seconded the motion, and the motion was approved.

H. Approval of Wessler Invoice #47694 in the amount of $58,577.55 for Edgerton Road WM & Booster Station.

Bob Byrd made a motion to approve Wessler Invoice #47694 in the amount of $58,577.55 for Edgerton Road WM & Booster Station. Steve McMichael seconded the motion, and the motion was approved.

I. Approval of Wessler Invoice #47699 in the amount of $5,185.70 for Tanglewood Road Sewer Project.

Bob Byrd made a motion to approve Wessler Invoice #47699 in the amount of $5,185.70 for Tanglewood Road Sewer Project. Steve McMichael seconded the motion, and the motion was approved.

J. Approval of Wessler Invoice #47794 in the amount of $40,157.18 for New Haven CSO LTCP Update.

Bob Byrd made a motion to approve Wessler Invoice #47794 in the amount of $40,157.18 for the New Haven CSO LTCP Update. Steve McMichael seconded the motion, and the motion was approved.

Planning

Economic & Community Development

Bob Byrd made a motion to amend the agenda to include EV-25-18. Steve McMichael seconded the motion and the motion was approved. Bob Byrd made a motion to approve amended agenda item EV-25-18, St Johns Eucharist Procession. Steve McMicahel seconded the motion, and the motion was approved.

K. Approval of Chamber of Commerce special event EV-25-16, fall block party.

Bob Byrd made a motion to approve the Chamber of Commerce special event EV-25-16 fall block party. Steve McMichael seconded the motion, and the motion was approved.

L. Approval of special event EV-25-17 Rack & Helens dancing in the street event.

Bob Byrd made a motion to approve the special event EV-25-17. Rack & Helens dancing in the street event. Steve McMichael seconded the motion, and the motion was approved.

M. Approval of RQAW invoice #4688 in the amount of $4,320.00 for Professional Services from July 1 2025, to July 31 2025

Bob Byrd made a motion to amend the agenda to reflect corrected invoice # from 4688 to 7688. Steve McMichael seconded the motion, and the motion was approved. Bob Byrd made a motion to approve RQAW invoice #7688 in the amount of $4,320.00 for Professional Services from July 1, 2025, to July 31, 2025. Steve McMichael seconded the motion, and the motion was approved.

Police

N. Approval of New Haven Police Department Firearms Policy

Bob Byrd made a motion to approve the New Haven Police Department Firearms Policy. Steve McMichael seconded the motion, and the motion was approved.

O. Approval of Fort Wayne Animal Care and Control invoice #25017011 in the amount of $21,250.00 for animal care and control agreement.

Bob Byrd made a motion to approve the Fort Wayne Animal Care and Control invoice #25017011 in the amount of $21,250.00 for the quarterly animal care and control agreement. Steve McMichael seconded the motion, and the motion was approved.

Public Works/Utility

P. Approval of Ferguson invoice #0430484 in the amount of $10,478.01 for water parts.

Bob Byrd made a motion to approve the Ferguson invoice #0430484 in the amount of $10,478.01 for water parts. Steve McMichael seconded the motion, and the motion was approved.

Q. Approval of DLZ work order proposal.

Bob Byrd made a motion to approve DLZ work order proposal not to exceed $37,500.00 and the notice to proceed. Steve McMichael seconded the motion, and the motion was approved.

R. Approval of Gleave Construction invoice #21644B in the amount of $26,454.00 for installation of wooden handrails along Lincoln Highway

Bob Byrd made a motion to approve Gleave Construction invoice #21644B in the amount of

$26,454.00 for the installation of wooden handrails along Lincoln Highway. Steve McMichael seconded the motion, and the motion was approved.

III. OLD BUSINESS

IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD

V. ADJOURNMENT

Bob Byrd made a motion to adjourn the meeting. Steve McMichael seconded the motion, and the meeting was adjourned.

____________________________	____________________________
Steve McMichael	Angie Hamrick
Presiding Officer	Clerk Treasurer

RESOLUTION NO. _________

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NEW HAVEN, INDIANA, AUTHORIZING THE TRANSFER OF CERTAIN PERSONAL PROPERTY TO RICHLAND TOWNSHIP, WHITLEY COUNTY, INDIANA

WHEREAS, the City of New Haven, Indiana (the "City"), now owns an interest in the personal property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Indiana Code § 36-1-11-8 authorizes the transfer of personal property from one governmental entity to another, upon terms and conditions agreed upon by the entities as evidenced by adoption of substantially identical resolutions by each entity; and

WHEREAS, Richland Township, Whitley County, Indiana (the "Township"), through its Township Board, desires to obtain all legal rights, title, and interest in the Property; and

WHEREAS, the Board of Public Works and Safety of the City (the "Board") now desires to transfer all of the City's legal rights, title, and interest in the Property to the Township, and

WHEREAS, the City and Township have agreed to the terms of this Resolution and will pass substantially similar resolutions by each approving governmental body.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of New Haven, Indiana, meeting in a duly noticed regular meeting, as follows:

1. Pursuant to Ind. Code § 36-1-11-8, the Board hereby authorizes the sale of all of the City's interest in the Property to the Township for One Thousand Dollars ($1,000.00), plus any additional transactional costs incurred by the City necessary to effectuate the transfer of the Property pursuant to this Resolution. The City shall invoice the Township for such additional transactional costs prior to the transfer of the Property.

2. The Board, the Mayor of the City, the Clerk-Treasurer of the City, and other appropriate officers of the City are hereby authorized to take any and all such actions and to execute all such documents and instruments as may be necessary or desirable to effectuate the transfer of the Property to the Township.

3. This Resolution shall be in full force and effect from and after its adoption.

*****

PASSED AND ADOPTED by the Board of Public Works and Safety of the City of New Haven, Indiana, on this _____ day of __________, 2025.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF NEW HAVEN, INDIANA

____
Member

____
Member

____
Member

ATTEST:

____
Clerk-Treasurer

EXHIBIT A

Description of Property

2010 Chevrolet Tahoe
VIN: 1GNUKAE0XAR151717

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-107412-1
Date: 9/4/2025 3:13 PM
Expires On: 11/3/2025

Client:
City of New Haven, IN

Bill To:
NEW HAVEN CITY, INDIANA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	SSL Management CivicPlus Provided Renewal	SSL Management CP Provided Only 1 per domain (Annually Renews)
1.00	Hosting & Security Annual Fee - Municipal Websites Central Renewal	Hosting & Security Annual Fee - Municipal Websites Central
1.00	48 Month Redesign Ultimate Annual - Municipal Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central
1.00	Standard Department Header Annual Fee - Municipal Websites	Standard Department Header Annual Fee: Parks and Recreation
1.00	Annual - Municipal Websites Central Renewal	Annual Fee - Municipal Websites Central
2.00	Additional CRT User (1) - Municipal Websites Central	CRT Users per user/ per year - Municipal Websites Central
1.00	Standard Department Header Annual Fee - Municipal Websites	Standard Department Header Annual Fee: Community Development

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed Annual Fee Renewal	AudioEye Managed: URLhttps://www.newhaven.in.gov/
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.newhaven.in.gov/
1.00	NextRequest PT Economy Plan	NextRequest Economy Plan for local agencies; Unlimited Staff Users, Up to 5 Admin-Publisher Users, Up to 1TB Storage. Core Features: Request Portal, Request Diversion, Public Reading Room, Email Notifications, Reminders, Reporting, Tasks, Time Tracking

Total Investment - Initial Term	USD 42,215.65
Annual Recurring Services (Subject to Uplift)	USD 42,215.65

Initial Term	1/1/2026 - 12/31/2026, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-107412-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign): ______________________	By (please sign): ______________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Organization Legal Name: ______________________

Billing Contact: ______________________

Title: ______________________

Billing Phone Number: ______________________

Billing Email: ______________________

Billing Address: ______________________

____

Mailing Address: (If different from above)

____

____

PO Number: (Info needed on Invoice (PO or Job#) if required)

____

ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

City of New Haven, IN
815 Lincoln Highway E
New Haven, IN 46774
United States

Invoice : 000606855
Invoice Date : 8/29/2025
Project : 2366219890
Project Name : City of New Haven: South Maplecrest Road Improvements
Bill Term : **

For Professional Services Rendered Through 8/15/2025

South Maplecrest Road
Des 2100622

Payment Request #18

			Billings		
	Fee	% Complete	To Date	Previous	Current
0500 - Project Management	44,362.50	45.00	19,963.13	17,745.00	2,218.13
1000 - Topographic Survey	83,300.00	81.00	67,473.00	67,473.00	0.00
1100 - Location Control Route Survey	16,800.00	93.00	15,624.00	15,624.00	0.00
2000 - Phase 1a Archeological Services & Section 106	31,000.00	45.00	13,950.00	11,470.00	2,480.00
2100 - Environmental Services (Level 2 CE)	36,000.00	100.00	36,000.00	36,000.00	0.00
2200 - Waters Report	17,600.00	100.00	17,600.00	17,600.00	0.00
3000 - Roadway Design	450,000.00	81.11	365,000.00	360,000.00	5,000.00
3001 - Moeller Roundabout Design	95,000.00	40.00	38,000.00	24,700.00	13,300.00
3002 - Seiler Roundabout Design	85,000.00	15.00	12,750.00	12,750.00	0.00
3003 - Pavement Design	7,500.00	0.00	0.00	0.00	0.00
4000 - Bridge Design	125,500.00	48.00	60,240.00	57,730.00	2,510.00
4100 - Screen Wall Design	54,200.00	5.00	2,710.00	2,710.00	0.00
3004 - Maintenance of Traffic (MOT) Design	75,000.00	30.00	22,500.00	22,500.00	0.00
5000 - Geotechical Services	59,555.00	0.00	0.00	0.00	0.00
5100 - Public Hearing or Meeting (if required)	14,800.00	0.00	0.00	0.00	0.00
6000 - Lighting Design	66,700.00	27.00	18,009.00	18,009.00	0.00
6001 - Proprietary Material Documentation, if required	4,500.00	60.00	2,700.00	2,565.00	135.00
3100 - Hydraulics and Permitting	31,500.00	100.00	31,500.00	31,500.00	0.00
3200 - Utility Coordination	32,800.00	40.00	13,120.00	12,792.00	328.00
3300 - Two Contract Packages - INDOT Submittal	16,000.00	0.00	0.00	0.00	0.00
8000 - Bid Phase Services (Twice)	15,500.00	0.00	0.00	0.00	0.00
8100 - Pre-Construction Meeting (Two)	5,000.00	0.00	0.00	0.00	0.00
7000 - T&E Reports ($500/parcel)	12,000.00	0.00	0.00	0.00	0.00

7100 - RW Plans, plats and descriptions ($3,000/parcel)	72,000.00	5.00	3,600.00	3,600.00	0.00
7200 - RW Staking ($450/parcel) Twice	21,600.00	0.00	0.00	0.00	0.00
7300 - APA's ($500/parcel)	12,000.00	0.00	0.00	0.00	0.00

Current Billings	25,971.13
Amount Due This Bill	25,971.13

Total Fee :	1,485,217.50
To Date Billings :	754,389.13
Total Remaining :	730,828.37

Outstanding Receivables

Invoice Number	Date	Amount	Balance Due
000606474	8/1/2025	10,608.00	10,608.00
			10,608.00

Unit Application

To(OWNER):
City of New Haven
815 Lincoln Hwy East
PO Box 570
New Haven, IN 46774

From:
Crosby Excavating, Inc.
1030 Osage Street
Fort Wayne, IN 46808

Project:2505
Tanglewood Sanitary Sewer

Tanglewood Addition
New Hven, IN 46774

Via(Architect):
#278524.04.001

Application No: 5

Invoice No: 5099

Invoice Date: 8/31/2025
Period To: 8/31/2025
Project No: 2505

Contract Date:1/8/2025

1) Original Contract	1,527,286.00
2) Change Orders	0.00
3) Current Contract	1,527,286.00
4) Completed to Date	1,176,145.60
5)Retainage	58,807.28
6)Total Earned Less Retainage	1,117,338.32
7) Previous Billings	782,785.37
8) Current Payment Due	334,552.95
9) Total Due	334,552.95

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: [signature] DATE: 9-5-2025

Crosby Excavating
Application No: 5
Invoice No: 5099
Period To: 8/31/2025

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
1	MOB(5% Max)	1	LS	75,500.00	0.7	52,850.00	0.8	60,400.00	0.1	7,550.00
2	Erosion and Sediment Control	1	LS	65,000.00	0.6	39,000.00	0.8	52,000.00	0.2	13,000.00
3	MOT	1	LS	64,000.00	0.6	38,400.00	0.8	51,200.00	0.2	12,800.00
4	Final Cleanup and Restoration	1	LS	50,000.00	0	0.00	0.2	10,000.00	0.2	10,000.00
5	Tree Removal (6"+)	2	EA	10,000.00	1	5,000.00	1	5,000.00	0	0.00
6	Abandon Pipe Varying Sizes	2,741	LF	32,892.00	0	0.00	0	0.00	0	0.00
7	Remove Partial Structure and F	7	EA	11,550.00	5	8,250.00	9	14,850.00	4	6,600.00
8	Sanitary Sewer 35 8" 0-5.9'	192	LF	15,360.00	0	0.00	0	0.00	0	0.00
9	Sanitary Sewer 35 8" 6-7.9'	141	LF	14,382.00	238	24,276.00	378	38,556.00	140	14,280.00
10	Sanitary Sewer 35 10" 0-5.9'	800	LF	76,800.00	0	0.00	0	0.00	0	0.00
11	Sanitary Sewer 35 10" 6-7.9'	895	LF	115,455.00	0	0.00	126	16,254.00	126	16,254.00
12	Sanitary Sewer10"SDR 21 6-7.9'	342	LF	48,564.00	502	71,284.00	502	71,284.00	0	0.00
13	Sanitary Sewer 35 10" 8-9.9'	327	LF	47,742.00	636	92,856.00	636	92,856.00	0	0.00
14	Sanitary Sewer 35 10" 10-11.9'	471	LF	76,302.00	387	62,694.00	387	62,694.00	0	0.00
15	Sanitary Sewer 12" 35 W/SPBF 1	20	LF	4,100.00	186	38,130.00	186	38,130.00	0	0.00
16	Sanitary Sewer 10" 21 10-11.9'	161	LF	29,785.00	362	66,970.00	362	66,970.00	0	0.00
17	Sanitary Sewer 12" 35 12-13.9'	166	LF	30,710.00	0	0.00	0	0.00	0	0.00
18	Storm Pipe 12" RCP W/SPBF	195	LF	15,600.00	150	12,000.00	150	12,000.00	0	0.00
19	12" CIPP	150	LF	48,750.00	150	48,750.00	150	48,750.00	0	0.00
20	Sanitary Lateral 6" 35 W/SPBF	1,162	LF	209,160.00	429.6	77,328.00	577.6	103,968.00	148	26,640.00
21	Sanitary Lateral 6" 35	1,049	LF	56,646.00	350	18,900.00	470	25,380.00	120	6,480.00
22	Sanitary MH 4'-8'	9	EA	43,200.00	4	19,200.00	7	33,600.00	3	14,400.00
23	Sanitary MH 8.1-12'	3	EA	17,250.00	6	34,500.00	6	34,500.00	0	0.00
24	Sanitary MH Outside Drop	2	EA	12,000.00	2	12,000.00	2	12,000.00	0	0.00
25	Epoxy Mahole Lining	46	LF	20,240.00	0	0.00	0	0.00	0	0.00
26	Replace MH Frame and Cover	4	EA	3,500.00	2	1,750.00	2	1,750.00	0	0.00
27	Water Service Line Relocation/	400	LF	15,200.00	19	722.00	39	1,482.00	20	760.00
28	Water Service Appertunice Repl	1	LS	20,000.00	0	0.00	0	0.00	0	0.00
29	Water Service Line Beyond Allo	1	LS	40,000.00	0	0.00	0	0.00	0	0.00
30	Pavement Repair-D	4,709	SY	197,778.00	0	0.00	3,406	143,052.00	3,406	143,052.00
31	Concrete Curb Repair	307	LF	15,350.00	878	43,900.00	1,700	85,000.00	822	41,100.00
32	Concrete Curb and Gutter Repai	122	LF	6,710.00	55	3,025.00	354	19,470.00	299	16,445.00
33	Concret Drive Repair	23	SY	2,760.00	143.33	17,199.60	333.33	39,999.60	190	22,800.00

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
34	Bypass Pumping	1	LS	35,000.00	1	35,000.00	1	35,000.00	0	0.00
				1,527,286.00		**823,984.60**		**1,176,145.60**		**352,161.00**

A service charge is computed by a periodic rate of 1.5% per monthly billing cycle which is an annual percentage rate of 18% applied to the previous balance after deducting all payments and credits during the billing cycle.

Parcel: 1
Prior Deed Reference: 94-008741
Project: Minnich Road Trail
Tax ID: 02-14-07-352-002.000-046

GRANT OF EASEMENT FOR RECREATIONAL TRAIL

This Grant of Easement for Recreational Trail (the "Easement") is made this _____ day of ________________________, 2025 by and between PARKVIEW HOSPITAL, INC, an Indiana not for profit organization ("Grantor") and the CITY OF NEW HAVEN ("Grantee"), Indiana, for and in consideration of the sum of One dollars ($1.00) and other consideration (of which said sum $1.00 is for land improvements and $0.00 represents damages).

WITNESSETH:

1. Subject Matter of Declaration. Grantor is the owner of certain real estate in Allen County, Indiana. The Grantee desires to create, upon and subject to the terms and conditions provided herein, an easement on, over, under and across a portion of the Grantor's Property as shown in Exhibit A and Exhibit B, which are incorporated herein by reference (the "Recreational Trail Easement Property") for the construction, use and maintenance of a "linear park/recreational trail". Linear park/recreational trail shall mean a public trail or path that is used for activities including, but not limited to, bicycling, exercising, walking, hiking, roller-blading and running on, over and across the Recreational Trail Easement Property.

2. Easement Grant**.** In consideration of the sum of One Dollar ($1.00) and other consideration, Grantor hereby grants, declares, creates and conveys a non-exclusive, perpetual easement on, over and across the Recreational Trail Easement Property for ingress, egress, construction, installation, maintenance, repair, replacement, use and enjoyment of walking trails, paths, common green space, landscaping, other recreational facilities and underground communication lines and related facilities and equipment located and/or constructed on the Recreational Trail Easement Property (the "Recreational Facilities").

3. Construction, Use and Maintenance**.** Grantee shall have the right to construct, install, maintain, repair and/or replace the Recreational Facilities, landscaping, trees, shrubs, other vegetation and underground communication lines and related facilities and equipment on and within the Recreational Trail Easement Property. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, roots, and/or other vegetation upon, under or over the Recreational Trail Easement Property. Grantee shall have the right to pile dirt and other material and to

operate equipment upon the surface of the Recreational Trail Easement Property and, with the prior written approval of Grantor, not be unreasonably withheld, conditioned, or delayed, the adjoining land of Grantor during those times when Grantee is constructing, installing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Recreational Facilities. The Grantor reserves ownership of the original land improvements, such as light poles and irrigation system, which are unaffected by the Recreational Trail construction but remains within said Recreational Trail Easement Property. Such improvement disturbed by the Grantee during construction and/or maintenance of the Recreational Trail Easement Property shall be repaired, replaced, or relocated at the Grantee's expense. Grantee shall, at its expense, maintain and keep in good condition and repair the Recreational Trail Easement Property and the Recreational Facilities, landscaping, trees, shrubs, other vegetation and underground communication lines and related facilities and equipment on and within the Recreational Trail Easement Property. Grantor shall not have any obligation to maintain, repair, and/or replace the Recreational Facilities, landscaping, trees, shrubs, other vegetation or underground communication lines or related facilities and equipment on and within the Recreational Trail Easement Property.

4. Grantor's Use of the Recreational Trail Easement Property. Grantor covenants that Grantor shall have no right to construct improvements, maintain any landscaping or remove any vegetation or improvements in, under, over or on the Recreational Trail Easement Property without the Grantee's prior written consent. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction at Grantor's expense. Grantor shall not, without the prior written consent of Grantee, (a) construct or install, or permit the construction or installation of, any building, house, or other above-ground structure, or portion thereof, upon the Recreational Trail Easement Property; or (b) excavate or place, or permit the excavation or placement of, any dirt or other material upon or below the Recreational Trail Easement Property.

5. Easement Appurtenant**.** This Easement and the terms and conditions stated herein shall be appurtenant to, imposed upon, applied to, and run with the Grantor's Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns in accordance with the provisions hereof.

6. Modification**.** The parties agree that this Easement constitutes the only agreement between the parties hereto with respect to the subject matter hereof, and that this Easement may not be changed, modified or terminated except by a written instrument signed by each of the parties hereto.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana.

8. Counterparts. This Easement may be signed in one or more counterparts, which when taken together with all other counterparts, shall constitute one and the same instrument.

9. Indemnification. Grantee shall, to the extent permitted by applicable law, defend, indemnify and hold harmless Grantor from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense, including court costs and reasonable attorneys' fees, which at any time after execution of this Easement may be brought, alleged or imposed upon the Grantor and that relates to and/or arises out of the condition of the Recreational Trail Easement Property and/or Grantee's and/or any other third-party's maintenance, repair or use of the Recreational Facilities. Notwithstanding the above, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused or contributed to by any negligence or misconduct of Grantor, or any, of its employees, contractors, agents, invitees, licensees or assigns.

10. Authority. Grantor represents and warrants to Grantee that Grantor is the fee simple owner of the property on which the Recreational Trail Easement Property is located subject to all existing liens and further certifies that Grantor is authorized to grant, execute and deliver this Easement.

11. Enforcement. Each party shall have the right to enforce the terms of this Easement in accordance with all remedies available both at law and in equity.

12. Severability. If any part, term or provision of this Easement should be found to be invalid or unenforceable by any applicable law or court of applicable jurisdiction, that part, term or provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which is valid and enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

13. Notice. In the event there is an alleged violation of the terms and conditions set forth in this document, the non-violating party shall notify the violating party of the alleged violation in writing via certified mail, return receipt requested. The violating party shall have thirty (30) days from the date of receipt of such written notice to cure or remedy the alleged violation. Notice of an alleged violation shall be forwarded to the Grantor at the following address: 1450 Production Road, Fort Wayne, IN 46808, Attn: Legal Department. Notice of an alleged violation shall be forwarded to the Grantee at the following address: 815 Lincoln Highway East, New Haven, IN 46774.

14. Entire Agreement. The parties acknowledge that there are no other agreements, promises or understandings, express or implied, with respect to anything set forth in this Agreement. This Agreement may only be amended or modified by a writing signed by both parties.

15. Negotiated Agreement; Construction. This instrument is the result of negotiations between the parties, and no party shall be deemed to be the drafter of this instrument. The language of all parts of this instrument shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

EXECUTED as of the date and year first above written.

PARKVIEW HOSPITAL, INC.

By: ____
Printed:
Title:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State and County, personally appeared _________________ ____ ____, by me known and by me known to be the _________________________________ of Parkview Hospital, Inc, an Indiana not for profit organization, who acknowledged the execution of the foregoing Grant of Easement for Recreational Trail on behalf of Parkview Hospital, Inc.

WITNESS my hand and Notarial Seal this ______ day of _________________, 2025.

My Commission Number: __________________

____
Notary Public – Signature

My Commission expires: ___________________

____
Notary Public – Printed

I am a resident of ___________________ County

CITY OF NEW HAVEN, INDIANA

By: ____
Printed: ____
Title: ____

Approved by Board Action on: _____________________

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared ____, by me known and by me known to be the ____________ ____ of the City of New Haven, Indiana, who acknowledged the execution of the foregoing Grant of Easement for Recreational Trail on behalf of the City of New Haven, Indiana.

WITNESS my hand and Notarial Seal this ____________ day of ______________________, 2025.

My Commission Number: ___________________ ____
Notary Public – Signature

My Commission expires: ___________________ ____
Notary Public – Printed

I am a resident of ___________________ County

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

This instrument prepared by: ____

____

Legal Description Prepared by Butler, Fairman and Seufert, Inc.

This instrument return to Grantee: Clerk Treasurer, ________________________________

EXHIBIT A

Grantor's Property

Part of a 10.094 acre parcel as recorded in Document Number 88-39072, being a part of the West 32.64 acres of the Southwest Quarter of Section 7, Township 30 North, Range 14 East, Allen County, Indiana, lying South of the centerline of U.S. Highway #30, and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of said Southwest Quarter; thence North 1 degree, 43 minutes, 05 seconds West (bearings for this description are based on the State Highway bearing of South 72 degrees, 30 minutes, 28 seconds East for the centerline of U.S. Highway No. 30) on and along the West line of said Southwest Quarter, being also the centerline of Minnich Road 280.06 feet; thence North 87 degrees, 01 minutes, 55 seconds East and parallel with the South line of said Southwest Quarter, a distance of 414.90 feet to a point situated 153.0 feet West of the East line of the aforementioned 10.094 acre parcel; thence South 02 degrees, 27 minutes, 00 seconds East and parallel with the line aforesaid, a distance of 280.00 feet to the South line of said Southwest Quarter; thence South 87 degrees, 01 minute, 55 seconds West along said South line, a distance of 418.48 feet to the place of beginning, containing 2.678 acres of land, more or less.

<u>EXHIBIT B</u>

<u>Recreational Trail Easement Property</u>

Project: Minnich Rd Trail	Sheet: 1 of 1
Tax ID: 02-14-07-352-002.000-046	Parcel: 1 ESMT

A part of the Southwest Quarter of Section 7, Township 30 North, Range 14 East, Allen County, Indiana, being a portion of Parcel I described in Instrument Number 94-008741 (all referenced documents are recorded in the Office of the Recorder of said county), and being that part of the grantor's land lying within the easement lines depicted on the attached Location Control Route Survey Plat (LCRSP) for this project (recorded as Instrument Number 2025017990), described as follows: Commencing at the Southwest corner of said Southwest Quarter, designated as point "20000" on said LCRSP; thence North 87 degrees 38 minutes 07 seconds East (bearings based on said LCRSP) 13.09 feet to the east line of Minnich Road, being the point of beginning; thence the following three courses along said east line: 1) North 0 degrees 55 minutes 49 seconds West 143.19 feet along said east line; 2) North 9 degrees 28 minutes 10 seconds East 63.35 feet; 3) North 0 degrees 37 minutes 39 seconds West 75.10 feet to the north line of said Parcel I; thence North 87 degrees 40 minutes 09 seconds East 34.82 feet along said north line, designated as point "102" on said LCRSP; thence South 10 degrees 05 minutes 07 seconds West 86.44 feet to the point designated as "101" on said LCRSP; thence South 0 degrees 59 minutes 55 seconds East 195.84 feet to the south line of said quarter section, designated as point "100" on said LCRSP; thence South 87 degrees 37 minutes 49 seconds West 30.37 feet along said south line to the point of beginning and containing 0.182 acres, more or less.

Given this 29th day of April, 2025.

Gene K. Gosewehr, P.S.
Registered Professional Land Surveyor
State of Indiana, Surveyor No. 21000232

EUGENE K. GOSEWEHR
REGISTERED
LS21000232
STATE OF
INDIANA
LAND SURVEYOR

This description was prepared for the Town of New Haven by Butler, Fairman & Seufert, Inc.

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (this "**Agreement**") is made as of the ____ day of ______________, 202_ (the "**Effective Date**"), by and between CITY OF NEW HAVEN, an incorporated city (the "**Seller**"), and COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company (the "**Buyer**").

Commented [cp1]: Note to Seller: Please do not fill in Effective Date. Buyer will insert the Effective Date when it countersigns the Agreement.

A. Seller owns certain improved real property located in Allen County, State of Indiana.

B. Buyer desires to purchase, and Seller desires to sell, the Property (as defined below).

In consideration of the covenants and provisions contained in this Agreement, the parties agree as follows:

1. Agreement to Sell and Purchase.

a. Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the property known as 1431 Rose Avenue, New Haven, Indiana, consisting of approximately 2 acres, as further described on Exhibit "A" to this Agreement, together with all buildings, structures, improvements, and fixtures thereon and all appurtenances thereto (collectively, the "**Property**").

2. Purchase Price.

a. Amount; Payment. The purchase price (the "Purchase Price") for the Property shall be Fifty-Two Thousand Five Hundred Dollars ($52,500.00). The Purchase Price shall be paid as follows:

i. Two Thousand Five Hundred Dollars ($2,500.00) (the "**Deposit**") is to be paid by Buyer to First American Title Insurance Company ("**Title Company**"), at its national commercial office located in Philadelphia, PA, within ten (10) Business Days after the execution and delivery of this Agreement by both parties.

ii. The balance of the Purchase Price shall be paid at Closing (as such term is defined below) by wire transfer of immediately available funds.

3. Disposition of Deposit.

a. Held in Escrow. The Deposit shall be held in escrow in a federally insured account and disbursed by Title Company strictly in accordance with the terms of this Agreement and applicable law. Title Company will deposit the Deposit in an interest-bearing account if Buyer delivers a fully completed and executed IRS Form W-9 to Title Company. All interest earned on the Deposit shall comprise part of the Deposit. If the Deposit is invested in an interest-bearing account, Title Company shall not be liable for any loss or impairment of the Deposit if

US.334367861.04

the loss or impairment results from the failure, insolvency or suspension of the depository institution.

b. Upon Default.

i. If Buyer, without the right to do so and in default of its obligations under this Agreement, fails to complete Closing after Seller has provided Buyer with written notice of default and three (3) Business Days to cure such default, Seller shall, as Seller's sole and exclusive remedy at law and equity, have the right to be paid the Deposit as liquidated damages, whereupon this Agreement shall terminate, and neither party shall have any further rights or liabilities under this Agreement. The parties acknowledge that the actual damages which Seller may incur by reason of Buyer's default are difficult to quantify as of the date of this Agreement and that the Deposit constitutes adequate and reasonable compensation to Seller as a result of Buyer's default hereunder. The parties are initialing this Section 3(b)(i) for the purpose of acknowledging and agreeing to such liquidated damages provision.

Seller: ___________ Buyer: ___________

ii. If Seller, without the right to do so and in default of its obligations under this Agreement, fails to complete Closing after Buyer has provided Seller with written notice of default and three (3) Business Days to cure such default, then Buyer, as its sole and exclusive remedy, may either (i) terminate this Agreement in which event the Deposit and all accrued interest thereon shall be returned to Buyer or (ii) bring an action for specific performance within sixty (60) days after the Closing Date (as defined hereinafter).

c. At Closing. If Closing is completed, Title Company shall pay the Deposit to Seller on account of the Purchase Price.

d. Escrow Provisions. Title Company shall hold the Deposit in accordance with the following terms:

i. Title Company is acting as a stakeholder only with respect to the Deposit. If there is any question or dispute as to whether Title Company is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Title Company may (in the case of a question) and shall (in the case of a dispute) refuse to make any delivery and shall either (A) continue to hold the Deposit until receipt by Title Company of written authorization, signed by both Seller and Buyer, directing the disposition of the Deposit or, in the absence of such joint written authorization, until final determination of the rights of the parties in an appropriate judicial proceeding, or (B) bring an appropriate action or proceeding for leave to deposit the Deposit in a court of competent jurisdiction and interplead Seller and Buyer. Upon making delivery of the Deposit, Title Company shall have no further liability with respect to the Deposit. Seller and Buyer agree that the duties of Title Company in its capacity as escrow agent under this Agreement are ministerial in nature and the Title Company shall incur no liability except for its willful misconduct or gross negligence so long as Title Company acts in good faith.

ii. Title Company shall be indemnified fully by Buyer and Seller for all its expenses, costs and reasonable legal fees incurred in connection with its duties as escrow holder under this Agreement, including, without limitation, any interpleader action that Title Company might file to resolve any dispute as to the Deposit. If Title Company is made a party to any judicial, nonjudicial or administrative action, hearing or process based on the acts of Seller and Buyer and not on the willful misconduct and/or gross negligence of Title Company in performing its duties hereunder, then the losing party shall indemnify, save and hold harmless Title Company from the expenses, costs and reasonable attorney's fees incurred by Title Company in responding to such actions, hearing or process.

4. Closing; Closing Costs.

a. The closing and settlement of this transaction ("**Closing**") shall take place through an escrow established with the Title Company. Closing shall occur no later than the "**Closing Date**," which is the date that occurs thirty (30) days following the later of: (a) the expiration of the Inspection Period, or (b) Buyer's receipt of the Approvals.

b. Buyer and Seller shall pay, in good funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

c. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

d. Fees for real estate closing services by the Title Company shall be paid at Closing by both Buyer and Seller, in equal amounts.

5. Condition of Title.

a. Title to Property. Title to the Property shall be (i) in Seller's name and shall be good and marketable and conveyed to Buyer free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections, except for the Permitted Title Exceptions (as defined below) and (ii) insurable as provided in this Agreement at ordinary rates by the Title Company.

b. Title Commitment and Survey. Buyer shall order from the Title Company, at Buyer's expense, a commitment for title insurance for the Property (the "**Title Commitment**"). The Title Commitment shall commit to delete or insure over the standard exceptions that relate to (i) parties in possession, (ii) unrecorded easements, (iii) survey matters (so long as a Survey is provided by Buyer), (iv) any unrecorded mechanics' liens, (v) any gap period between the effective date of the Title Commitment and the date the Deed (as defined below) is recorded, and (vi) unpaid taxes, assessments and unredeemed tax sales prior to the year of closing. The cost of title insurance to insure the Property up to the amount of the Purchase Price and any additional premium to obtain coverage for the foregoing enumerated exceptions shall be at the expense of Buyer. The cost of title insurance to insure the Property for a dollar amount above the Purchase Price and for any further endorsements shall be at the expense of Buyer. At Buyer's option, Buyer may order, at Buyer's cost, an as-built survey (the "**Survey**") of the Property. Seller shall also promptly provide to Buyer a copy of any as-built survey of the Property in Seller's possession. Approval of exceptions to title by Buyer in Buyer's sole discretion shall be a condition precedent to Buyer's obligation to purchase the Property. All exceptions to title to which Buyer agrees to take title subject to are collectively referred to as the "**Permitted Title Exceptions**." Notwithstanding anything contained in this Section 5(b) to the contrary, Seller shall, at or before Closing, satisfy all mortgages, judgments, liens or other monetary encumbrances (exclusive of taxes for the current tax year not yet due and payable) affecting all or any portion of the Property (collectively, "**Monetary Liens**"), and in no event shall any Monetary Liens be considered Permitted Title Exceptions. Within thirty (30) Business Days after Buyer's receipt of the Title Commitment, Buyer may deliver to Seller written notice ("**Buyer's Title Notice**") of Buyer's objection to any items listed on the Title Commitment (the "**Title Objections**"). Within ten (10) Business Days after receipt of Buyer's Title Notice, Seller shall deliver to Buyer written notice advising which, if any, of the Title Objections that Seller intends to cure on or before Closing ("**Seller's Title Response**"). If Seller fails to deliver Seller's Title Response to Buyer within such ten (10) Business Days period, Seller shall be deemed unable to remove the Title Objections, other than Monetary Liens. If Seller's Title Response indicates that Seller is unable or unwilling to remove any of the Title Objections (or Seller is deemed unable to do so), then within thirty (30) Business Days after receipt of Seller's Title Response or of the date such response by Seller was due, Buyer shall, by written notice to Seller, either (i) agree to accept title subject to the Title Objections that Seller is unable to remove (in which case such exceptions shall be considered Permitted Title Exceptions) or (ii) terminate this Agreement. If Buyer fails to give such notice to Seller, Buyer shall be deemed to have elected to terminate this Agreement. If Buyer elects or is deemed to have elected to terminate this Agreement, the Deposit and all accrued interest thereon shall be promptly paid to Buyer, without any further consent or authorization required of Seller, and thereafter neither party shall have any further rights, obligations or liabilities under this Agreement except to the extent any right, obligation or liability set forth in this Agreement expressly survives termination of this Agreement.

6. Possession. Actual, sole and exclusive physical possession of the Property shall be given to Buyer at Closing unoccupied and free of any liens, leases, claims to or rights of possession, including, without limitation, any rights of tenants, except for the Permitted Title Exceptions, by delivery of Seller's general warranty deed, duly executed and acknowledged by Seller (the "Deed"). On or before the Closing Date, Seller shall remove all personal chattel (not constituting any fixtures) from the Property, except as otherwise agreed between Buyer and Seller.

7. Apportionments, Taxes, Rents, etc.

a. Real Estate Taxes, Water. Real estate taxes on the Property, personal property taxes, special district taxes, water and sewer rents, other municipal charges, and any lienable owners' association assessments and charges shall be apportioned pro rata between Seller and Buyer on a per diem basis as of the Closing Date. The proration of taxes shall be based on the most recent mill levy and most recent assessed value. Water and sewer rents and other municipal charges, and any lienable owners' association assessments and charges, shall be based on the most recent bill received or assessment due.

b. Utility Meter Readings. Seller shall obtain readings of the water, electric, gas and other utility meters servicing the Property (if any) to a date no sooner than two (2) days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings, adjusted to include a reasonable estimate of the additional charges due for the period from the dates of the respective readings until the Closing Date.

c. Transfer and Documentary Stamp Taxes. Seller shall pay all realty transfer and documentary stamp taxes and similar taxes imposed upon the delivery and/or recording of the Deed or upon this transaction.

8. Representations and Warranties.

a. Seller makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of Seller's execution and delivery of this Agreement and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the date of Seller's execution and delivery of this Agreement and at and as of the Closing Date. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, ANY ANCILLARY AGREEMENT OR ANY CERTIFICATE DELIVERED PURSUANT HERETO OR THERETO, (I) BUYER EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT BUYER IS PURCHASING THE PROPERTY ON "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE AND (II) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

i. No leases or other occupancy agreements exist with respect to any part of the Property except as shown on the Title Commitment and Survey;

ii. All permanent certificates of occupancy and all other licenses, permits, authorizations, consents, certificates and approvals required by all governmental authorities having jurisdiction have been issued for the Property and are in full force and effect;

iii. To Seller's knowledge, the Property is in compliance with the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., as amended from time to time, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., as amended from time to time, the Clean Water Act, 33 U.S.C. §§1251 et seq., as amended from time to time, the Clean Air Act, 42 U.S.C. §§7401 et seq., as amended from time to time, the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., as amended from time to time, and with all other federal, state and local environmental statutes, ordinances, regulations, orders and requirements (collectively, "**Environmental Laws**");

iv. Seller has not received any written notice claiming that the Property or any method of operation of the Property is in violation of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, the requirements of any local board of fire underwriters (or other body exercising similar functions), which has not been cured;

v. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property, or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality;

vi. Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("**Taking**") in connection with the Property, and to Seller's knowledge no Taking has been threatened; and

vii. The execution and delivery of this Agreement and the performance by Seller of its obligations under this Agreement have been duly authorized by all requisite action and will not conflict with or result in a breach of any of the terms, conditions or provisions of the organizational documents of Seller.

b. Survival of Seller Representations and Warranties. The representations and warranties of Seller set forth in Section 8(a) shall survive Closing.

9. Operations Prior to Closing. Between the date of Seller's execution of this Agreement and Closing:

a. Seller shall continue to maintain and manage the Property in the same manner it has operated and managed the Property prior to the date of this Agreement;

b. Seller shall provide Buyer with copies of all contracts, agreements, equipment leases, purchase orders, maintenance, service, or utility contracts and similar contracts, excluding leases (of which there are none), which relate to the ownership, maintenance, construction or repair and/or operation of the Property (the "**Property Contracts**"); provided that Buyer shall have the right, but not the obligation, to assume any of the Property Contracts, to the extent such Property Contract is assignable by its terms or applicable law (including any contract that is assignable with the consent of the applicable vendor);

c. Seller shall comply with all of the obligations of Seller under all Property Contracts and shall maintain casualty insurance with respect to the Property in full force and effect; and

d. Seller shall neither enter into any contract affecting the Property that cannot be terminated upon no more than thirty (30) days' prior notice without charge, penalty or premium nor execute any new Property Contract, or lease or other occupancy agreement, for any portion of the Property, without the prior written consent of Buyer.

10. Casualty; Damage to Inclusions.

a. Destruction. If at any time prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty ("**Casualty**"), Seller shall promptly give written notice ("**Casualty Notice**") thereof to Buyer. If the Property is the subject of a Casualty costing in excess of $10,000.00 to repair, Buyer shall have the right, at its sole option, of terminating this Agreement by written notice to Seller and Title Company given within thirty (30) days after receipt of the Casualty Notice from Seller, whereupon the Deposit and all accrued interest thereon shall be promptly paid to Buyer, without any further consent or authorization required of Seller, and thereafter neither party shall have any further rights, obligations or liabilities under this Agreement except to the extent any right, obligation or liability set forth in this Agreement expressly survives termination of this Agreement. If Buyer does not terminate this Agreement, the proceeds of all casualty insurance with respect to the Property paid between the date of this Agreement and the Closing Date, together with an amount equal to Seller's deductible under Seller's insurance policy, shall be assigned to Buyer at the time of Closing (or otherwise deducted from the Purchase Price) and all unpaid claims and rights in connection with losses to the Property, including, without limitation, Seller's rights to rental interruption insurance attributable to any period after the Closing Date, shall be assigned to Buyer at Closing without in any manner affecting the Purchase Price.

b. Repairs. If the Property is the subject of a Casualty but Buyer does not exercise its right or is given no right to terminate this Agreement pursuant to the provisions of Section 10(a), then Seller shall give Buyer a credit for the Seller's deductible under Seller's insurance policy and assign the proceeds of Seller's insurance policy payable as a result of such casualty to Buyer, but in no event shall there be a reduction of the Purchase Price.

11. Eminent Domain. If, at any time prior to the Closing Date, (i) a Taking affects all or any part of the Property, (ii) any proceeding for a Taking is commenced, or (iii) notice of the contemplated commencement of a Taking is given, Seller shall promptly give written notice ("Taking Notice") thereof to Buyer. Buyer shall have the right, at its sole option, of terminating this Agreement by written notice to Seller within thirty (30) days after receipt by Buyer of the Taking Notice whereupon the Deposit and all accrued interest thereon shall be promptly paid to Buyer, without any further consent or authorization required of Seller, and thereafter neither party shall have any further rights, obligations or liabilities under this Agreement except to the extent any right, obligation or liability set forth in this Agreement expressly survives termination of this Agreement. If Buyer does not terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or damages received by Seller and Seller shall, at Closing, be deemed to have assigned to Buyer all of Seller's right, title and interest in and to any awards or damages to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain or condemnation with respect to or for the Taking of the Property or any portion thereof.

12. Conditions of Buyer's Obligations.

a. Conditions. The obligations of Buyer under this Agreement are also subject to the satisfaction on or before the Closing Date of each of the following conditions (any one of which may be waived in whole or in part in writing by Buyer, in its sole discretion, at or prior to Closing):

i. all of the representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of the Closing Date in all material respects as though such representations and warranties were made both at and as of the date of Buyer's execution and delivery of this Agreement and at and as of the Closing Date; and

ii. Seller shall have performed all covenants, agreements and conditions required by this Agreement to be performed by Seller prior to or as of the Closing Date.

b. Failure of Condition. If any of the conditions set forth in Section 12(a) are not satisfied as of the Closing Date, Buyer shall have the right (in addition to all other rights and remedies available to Buyer under this Agreement, at law or equity), at Buyer's sole option (by written notice to Seller) to (i) terminate Buyer's obligations under this Agreement, (ii) complete Closing notwithstanding the unsatisfied condition, in which event satisfaction of such condition is waived by Buyer, (iii) adjourn the Closing to a date not later than fifteen (15) days, during which period Seller shall satisfy any unsatisfied conditions within Seller's power to satisfy, or (iv) if such condition is not fulfilled by reason of Seller's intentional act or omission and can be remedied by the payment of an ascertainable sum, Buyer may complete Closing and deduct such sum from the Purchase Price.

13. Inspection Contingency.

a. Buyer's Inspection Right. Buyer, and its attorneys, accountants, architects, engineers and other representatives shall, during the period commencing on the date of this Agreement and expiring at 5:00 p.m. Eastern time one hundred twenty (120) days after the Effective Date (the "**Inspection Period**"), have the right and opportunity to (i) examine the Property, the Property's compliance with zoning and all other applicable laws, the Permitted Title Exceptions, any items to be delivered by Seller to Buyer pursuant to this Agreement, and all aspects of the operations and physical condition of the Property, and (ii) conduct such other inspections of the Property as Buyer, in its discretion, may elect, including, without limitation, inspections of the soil, structure or in connection with Phase I and Phase II environmental reports. Buyer, upon reasonable notice, shall also have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and inclusions complies with this Agreement. Buyer, its attorneys, accountants, architects, engineers and other authorized representatives shall have the right to access the Property and all plans and specifications, engineering reports, governmental notices, operating statements, governmental permits and approvals, contracts, leases, surveys, title information and other documentation providing factual information concerning the zoning, title, operation, maintenance and condition of the Property that are in the possession of Seller.

b. Documents. Seller shall provide Buyer within five (5) Business Days of the Effective Date copies of all of the following in Seller's possession: (i) any and all leases now in effect for any portion of the Property; (ii) permits, licenses, certificates, registrations, approvals, and any amendments thereto, required for the Property and for the use of the Property pursuant to or necessary for compliance with Environmental Laws; (iii) applications, reports or other materials with respect to the Property submitted to any governmental agency in connection with any Environmental Law; and (iv) records and analyses of any environmental tests pertaining to the Property, including without limitation any Phase I or Phase II assessments, the results of any air, water or soil analyses or tank integrity testing, and all other matters not of public record (the items referenced in foregoing clauses (ii) through (iv) are sometimes referred to herein as the "**Environmental Reports**"

c. Restoration. Following completion of Buyer's inspections, Buyer shall promptly and diligently restore any portion of the Property disturbed or damaged by Buyer or its representatives to its condition prior to Buyer's entry hereunder, at Buyer's sole cost and expense.

d. Indemnification. Except to the extent arising from or out of the gross negligence or willful misconduct of Seller or Seller's officers, directors, employees and agents, Buyer shall indemnify, defend and hold harmless Seller and Seller's officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, damages and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees and court costs) arising in whole or in part from (i) any act or omission of Buyer or any of its employees, agents, contractors, subcontractors, attorneys, accountants, architects, engineers and other representatives while in, on or about the Property, and (ii) any loss, damage or injury, including death, that is suffered or sustained by, Buyer or any of its employees, agents, contractors, subcontractors, attorneys, accountants, architects, engineers and other representatives while in, on or about the Property.

e. Notice to Proceed. On or before the expiration of the Inspection Period, Buyer shall provide Seller with written notice of Buyer's election either (i) to proceed to Closing, in which event Buyer shall no longer have any right to terminate this Agreement pursuant to this Section 13 or (ii) to terminate this Agreement; provided, however, if Buyer does not give Seller written notice terminating this Agreement prior to expiration of the Inspection Period, Buyer shall be deemed to have elected to terminate this Agreement. Such election shall be made by Buyer in its sole and absolute discretion. If Buyer elects or is deemed to have elected to terminate this Agreement pursuant to this Section, the Deposit shall be promptly paid to Buyer, without any further consent or authorization required of Seller, and thereafter neither party shall have any further rights, obligations or liabilities under this Agreement except to the extent any right, obligation or liability set forth in this Agreement expressly survives termination of this Agreement; provided, however, Seller shall reasonably cooperate with Buyer and shall execute and deliver such instruments and documents as may be necessary or required in order for the Title Company to pay the Deposit to Seller.

f. Approvals Contingency. Buyer's obligation to purchase the Property shall be contingent upon Buyer's receipt of final, unconditional, unappealable permits and approvals to improve and occupy the Property for Buyer's intended use, including, without limitation, any rezoning, zoning variances, subdivision, and site plan approvals and any easements, rights-of-way, access agreements, or association approvals required in connection therewith (collectively, the "Approvals"). Buyer may engage engineers, architects, and other consultants and representatives of Buyer's choice to assist with the Approvals. Seller agrees to cooperate with Buyer in obtaining the Approvals, including, without limitation, attending hearings, correcting and addressing any conditions necessary to obtain the Approvals, joining in all applications and proceedings, and, within five (5) days after Buyer's request, providing any documentation and executing any agreements, applications, easements, rights-of-way, or access agreements reasonably requested by Buyer in connection with the Approvals. If at any time Buyer determines that continued efforts to obtain the Approvals would be futile or, if obtained, would not be in form and substance satisfactory to Buyer in Buyer's sole discretion (including, without limitation, the imposition of unsatisfactory conditions on the Approvals), Buyer shall have the right at Buyer's election to either: (i) waive such Approvals contingency and proceed to Closing, or (ii) terminate this Agreement. In the event that this Agreement is terminated by Buyer pursuant to this subsection, the Deposit shall be promptly paid to Buyer, and thereafter neither party shall have any further rights, obligations or liabilities under this Agreement except to the extent any right, obligation or liability set forth in this Agreement expressly survives termination of this Agreement.

14. Items to be Delivered at Closing by Seller. At Closing, Seller shall deliver to Buyer (or to Buyer's nominee) the following:

a. The Deed conveying the Property to Buyer subject only to the Permitted Exceptions;

b. Such resolutions and certificates as Buyer or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; together with Seller's organizational documents, and all affidavits, indemnities and other agreements required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance required pursuant to Section 5(b);

c. A certificate given pursuant to the Foreign Investment in Real Property Tax Act certifying that Seller is not a foreign entity or person; and

d. Any other documents required to be delivered by Seller pursuant to any other provisions of this Agreement.

15. Brokers. Buyer represents and warrants to Seller that Buyer has dealt with no broker, finder or other intermediary in connection with this sale other than CBRE, Inc. ("**Buyer's Broker**") and CBRE, Inc. ("**Seller's Broker**"). Seller represents and warrants to Buyer that Seller has dealt with no broker, finder or other intermediary in connection with this sale other than Buyer's Broker and Seller's Broker. Buyer agrees to pay all commissions due to Seller's Broker and Buyer's Broker pursuant to a separate agreement with each broker. Said commission shall be payable at Closing. Seller further agrees to indemnify, defend and hold Buyer harmless from and against all claims, demands, causes of action, loss, damages, liabilities costs and expenses (including without limitation attorneys' fees and court costs) arising from any claims for commissions made by any broker, finder or other intermediary. The provisions of this Section shall survive Closing.

16. Notices. All notices, demands, requests or other communications from either party to the other required or permitted under the terms of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be sent to the parties at the respective addresses set forth below or such other address as may be so designated by either party. Notices may be given on behalf of any party by its legal counsel. Each such notice, demand, request or other communication shall be given (i) against a written receipt of hand delivery, (ii) by certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) by a nationally recognized overnight courier service for next Business Day delivery. Each such notice, demand request, or other communication shall

be deemed to have been given upon actual receipt or refusal by the addressee; provided, however, a digital copy of all notices to Buyer shall also be sent by email to Legal_Notices@comcast.com and real_estate@cable.comcast.com

If intended for Seller:

City of New Haven
815 Lincoln Highway East
New Haven, Indiana
Attn: Pone Vongphachanh

If intended for Buyer:

Comcast Cable Communications, LLC
One Comcast Center
1701John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attn: Eddie Rodriguez
Sr. Real Estate Manager

With a copy to:
Comcast Cable Communications, LLC
One Comcast Center
1701John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attn: Real Estate Counsel

And to:

Colleen D. Price, Esq.
300 South Waterloo Road
Devon, PA 19333

And with copies sent by email to:

legal_notices@comcast.com
real_estate@cable.comcast.com
CenDiv_RealEstate@comcast.com

If intended for Title Company:
First American Title Insurance Company
Two Liberty Place
50 South 16th St., Suite 2600
Philadelphia, PA 19102
Attn: Zachary Jones

17. Miscellaneous.

a. (a) Successors and Assigns This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall have the right to assign this Agreement and its rights under this Agreement to any affiliate or subsidiary of Buyer or to any entity controlling, controlled by or under common control with Buyer.

(b) Entire Agreement; Governing Law. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought. This Agreement shall be governed by and construed under the laws of the State in which the Property is located.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories. This Agreement may be executed by Portable Document Format (PDF) or through an electronic signature platform (e.g., DocuSign), and the exchange of such electronic signature page thereafter shall have the same force and effect as if an original executed copy, and shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

(d) No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(e) Time of the Essence. Time, wherever stated in this Agreement is declared to be of the essence of this Agreement, subject to subsection (f) below.

(f) Force Majeure. Except as expressly provided in this Agreement, if either party is delayed, hindered or prevented from the performance of any act or obligation because of acts of God, flood, drought, earthquake or other natural disaster, strikes, lockouts, labor troubles, the inability to procure materials, power failure, collapse of buildings, fire, explosion or accident, restrictive governmental laws or regulations, riots, insurrection, war, terrorist attack, cyberattack, epidemic, pandemic or viral, bacterial, or any other disease outbreak, government recommended or required social distancing or quarantines, declared national, state, county, or city emergency, or another similar reason not the fault of or otherwise beyond the reasonable control of party delayed (but not including financial inability) ("**Force Majeure**"), then such performance shall be excused for the period of the delay and the period for the performance of any such act shall be extended for an equivalent period.

(g) 1031 Exchange. Seller or Buyer may consummate the sale of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to § 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement, (b) the exchanging party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; and (c) the exchanging party shall pay any additional costs that would not otherwise have been incurred by Buyer or Seller had the exchanging party not consummated its purchase through the Exchange. The non-exchanging party shall not by this Agreement or acquiescence to the Exchange (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with § 1031 of the Code, nor (iii) be required to take title to any real or personal property other than the Property.

(h) Time Periods; Business Day. Any time periods provided herein which shall end on a Saturday, Sunday, or legal holiday, shall extend to 5:00 p.m. Eastern Time of the next full Business Day. For purposes of this Agreement, a "**Business Day**" is a day other than a Saturday, Sunday, or legal holiday of the United States or the State in which the Property is located.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as a sealed instrument as of the day and year this Agreement is executed and delivered by both Seller and Buyer.

SELLER:

CITY OF NEW HAVEN

By: ________________________________
Name: ______________________________
Title: _______________________________
Date: ________________________________

BUYER:

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: _________________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________

JOINDER BY TITLE COMPANY

On this ______ day of ______________, 202_, the undersigned, the Title Company named in the foregoing Agreement, intending to be legally bound hereby, agrees to keep, observe and perform the terms and conditions of said Agreement relating to the holding and disbursement of the Deposit (as that term is defined in said Agreement), together with any interest earned thereon and all additional monies paid to it in escrow pursuant to the terms and conditions thereof. Title Company hereby agrees to maintain the existence of the Agreement and the terms of the transaction contemplated hereby in confidence, except to the extent Title Company is required by law to disclose any of such information.

TITLE COMPANY:

____

By:_________________________________

Name:

Title:

ADDRESS:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[NTD – to be inserted]

EXHIBIT B

DISBURSEMENT REQUEST

Disbursement No.: 1

Date: 9/2/25

Disbursement Amount: $360,642.35

Card Associates Athletic Facilities, LLC (the "**Developer**"), pursuant to a Project Scoping Agreement, dated 8/5/25, by and between the Developer and the City of New Haven, Indiana (the "**City**") (the "**Project Scoping Agreement**"), hereby requests the disbursement of funds from the City of New Haven Economic Development Revolving Fund constituting a disbursement of the Loan authorized by the Loan Agreement (as each term is defined in the Project Scoping Agreement) and subject to the tenns thereof in the Disbursement Amount stated above and certifies that such amount is in accordance with, where applicable, the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

The issuance of an application for payment also shall constitute a representation that the recap of the expenses in the documentation provided herewith accurately reflects such expenses and that the entities listed in such documentation hereto are entitled to payment in the amount certified, or that the Developer has already paid such entities and is entitled to reimbursement in the amount certified.

2518-0100-4397.00-NH DIST

Pone Vongphachanh

Architecture
1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number 13591
Date 06/24/2025

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Card & Assoc. - New Haven Fieldhouse, krM #24048:

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	45,000.00	100.00	45,000.00	45,000.00	0.00
Design Development	167,500.00	100.00	167,500.00	167,500.00	0.00
Construction Documents	265,000.00	42.30	96,987.01	112,092.01	15,105.00
Pricing & Permitting	28,750.00	0.00	0.00	0.00	0.00
Construction Administration	123,750.00	0.00	0.00	0.00	0.00
Total	630,000.00	51.52	309,487.01	324,592.01	15,105.00

Invoice total **15,105.00**

krM
Architecture

1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number 13548
Date 05/30/2025

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Card & Assoc. - New Haven Fieldhouse, krM #24048:

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	45,000.00	100.00	45,000.00	45,000.00	0.00
Design Development	167,500.00	100.00	140,405.00	167,500.00	27,095.00
Construction Documents	265,000.00	36.60	10,037.50	96,987.01	86,949.51
Pricing & Permitting	28,750.00	0.00	0.00	0.00	0.00
Construction Administration	123,750.00	0.00	0.00	0.00	0.00
Total	630,000.00	49.12	195,442.50	309,487.01	114,044.51

Invoice total **114,044.51**

krM
Architecture
1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number	13472 - Revised
Date	04/24/2025

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Card & Assoc. - New Haven Fieldhouse, krM #24048:

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	45,000.00	100.00	45,000.00	45,000.00	0.00
Design Development	167,500.00	83.82	42,500.00	140,405.00	97,905.00
Construction Documents	265,000.00	3.79	0.00	10,037.50	10,037.50
Pricing & Permitting	28,750.00	0.00	0.00	0.00	0.00
Construction Administration	123,750.00	0.00	0.00	0.00	0.00
Total	630,000.00	31.02	87,500.00	195,442.50	107,942.50

Invoice total **107,942.50**

krM
Architecture

1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number 13439
Date 03/28/2025

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Card & Assoc. - New Haven Fieldhouse, krM #24048:

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design		45,000.00	100.00	45,000.00	45,000.00	0.00
Design Development		167,500.00	25.37	0.00	42,500.00	42,500.00
Construction Documents		265,000.00	0.00	0.00	0.00	0.00
Pricing & Permitting		28,750.00	0.00	0.00	0.00	0.00
Construction Administration		123,750.00	0.00	0.00	0.00	0.00
	Total	630,000.00	13.89	45,000.00	87,500.00	42,500.00

Invoice total **42,500.00**

krM
Architecture

1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number	13281
Date	11/26/2024

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Ccard & Assoc. - New Haven Fieldhouse, krM #24048:

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design		45,000.00	100.00	30,000.00	45,000.00	15,000.00
	Total	45,000.00	100.00	30,000.00	45,000.00	15,000.00

Invoice total **15,000.00**

Architecture

1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number 13231
Date 10/22/2024

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Ccard & Assoc. - New Haven Fieldhouse, krM #24048:

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design		45,000.00	66.67	15,000.00	30,000.00	15,000.00
	Total	45,000.00	66.67	15,000.00	30,000.00	15,000.00

Invoice total **15,000.00**

krM
Architecture
1020 Jackson Street
Anderson, IN 46016
765-649-8477

Card & Associates

Invoice number 13192
Date 09/17/2024

Project **24048 CARD - NEW HAVEN FIELDHOUSE**

Net 30 days

For Architectural Services on Ccard & Assoc. - New Haven Fieldhouse, krM #24048:

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	45,000.00	33.33	0.00	15,000.00	15,000.00
Total	45,000.00	33.33	0.00	15,000.00	15,000.00

Invoice total **15,000.00**

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555

Card & Associates Athletic Facilities, LLC
William Bunkowfst
16289 Boden Road
Noblesville, IN 46060

Invoice number 250939
Date 07/02/2025

Project NEW HAVEN FIELDHOUSE

Total Due This Invoice (see breakdown below): $1,192.00

For services performed May 31, 2025 through June 27, 2025.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with the proposal dated September 10, 2024 and signed by William Bunkowfst on September 30, 2024

Professional Fees

Detailed Design & Construction Drawings

	Hours	Rate	Billed Amount
Senior Project Engineer			
Justen J. Hochstetler	8.00	149.00	1,192.00

Invoice total 1,192.00

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PRIMARY DEVELOPMENT PLAN COORDINATION	0.00	0.00	14,537.00	14,537.00	-14,537.00
DETAILED DESIGN & CONSTRUCTION DRAWINGS	0.00	1,192.00	29,192.20	30,384.20	-30,384.20
REIMBURSABLES	0.00	0.00	700.00	700.00	-700.00
Total	0.00	1,192.00	44,429.20	45,621.20	-45,621.20

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555

Card & Associates Athletic Facilities, LLC
William Bunkowfst
16289 Boden Road
Noblesville, IN 46060

Invoice number 250755
Date 06/03/2025

Project NEW HAVEN FIELDHOUSE

Total Due This Invoice (see breakdown below): $745.00

For services performed April 26, 2025 through May 30, 2025.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with the proposal dated September 10, 2024 and signed by William Bunkowfst on September 30, 2024

Professional Fees

Primary Development Plan Coordination

	Hours	Rate	Billed Amount
Senior Project Engineer			
Justen J. Hochstetler	5.00	149.00	745.00

Invoice total 745.00

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PRIMARY DEVELOPMENT PLAN COORDINATION	0.00	745.00	13,792.00	14,537.00	-14,537.00
DETAILED DESIGN & CONSTRUCTION DRAWINGS	0.00	0.00	29,192.20	29,192.20	-29,192.20
REIMBURSABLES	0.00	0.00	700.00	700.00	-700.00
Total	0.00	745.00	43,684.20	44,429.20	-44,429.20

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555

Card & Associates Athletic Facilities, LLC
William Bunkowfst
16289 Boden Road
Noblesville, IN 46060

Invoice number 250618
Date 05/01/2025

Project NEW HAVEN FIELDHOUSE

Total Due This Invoice (see breakdown below): $338.70

For services performed March 29, 2025 through April 25, 2025.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with the proposal dated September 10, 2024 and signed by William Bunkowfst on September 30, 2024

Professional Fees

Detailed Design & Construction Drawings

	Hours	Rate	Billed Amount
Senior Project Engineer			
Justen J. Hochstetler	1.00	149.00	149.00

Reimbursables

Detailed Design & Construction Drawings

	Units	Rate	Billed Amount
Miles	271.00	0.70	189.70

Invoice total 338.70

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PRIMARY DEVELOPMENT PLAN COORDINATION	0.00	0.00	13,792.00	13,792.00	-13,792.00
DETAILED DESIGN & CONSTRUCTION DRAWINGS	0.00	338.70	28,853.50	29,192.20	-29,192.20
REIMBURSABLES	0.00	0.00	700.00	700.00	-700.00
Total	0.00	338.70	43,345.50	43,684.20	-43,684.20

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555

Card & Associates Athletic Facilities, LLC
William Bunkowfst
16289 Boden Road
Noblesville, IN 46060

Invoice number 250619
Date 05/01/2025

Project NEW HAVEN FIELDHOUSE

Total Due This Invoice (see breakdown below): $2,550.00

For services performed March 29, 2025 through April 25, 2025.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with the proposal dated September 10, 2024 and signed by William Bunkowfst on September 30, 2024

	Amount		
ALTA Boundary & Topographic Surveys			
Contract Amount	25,500.00		
Percent Complete	100.00		
Total Billed	25,500.00		
		Current Billed	2,550.00
Schematic Design & Preliminary Engineering			
Contract Amount	15,500.00		
Percent Complete	100.00		
Total Billed	15,500.00		
		Current Billed	0.00
		Total	2,550.00

Invoice total 2,550.00

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Remaining
ALTA BOUNDARY & TOPOGRAPHIC SURVEYS	25,500.00	25,500.00	22,950.00	0.00
SCHEMATIC DESIGN & PRELIMINARY ENGINEERING	15,500.00	15,500.00	15,500.00	0.00
Total	41,000.00	41,000.00	38,450.00	0.00

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555

Card & Associates Athletic Facilities, LLC
William Bunkowfst
16289 Boden Road
Noblesville, IN 46060

Invoice number 250538
Date 04/23/2025

Project NEW HAVEN FIELDHOUSE

Total Due This Invoice (see breakdown below): $43,345.50

For services performed March 1, 2025 through April 21, 2025.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with the proposal dated September 10, 2024 and signed by William Bunkowfst on September 30, 2024

Professional Fees

Primary Development Plan Coordination

	Hours	Rate	Billed Amount
Director			
Gregory J. Ilko	5.00	200.00	1,000.00
Senior Project Engineer			
Justen J. Hochstetler	42.00	149.00	6,258.00
CADD Technician			
Dominic E. Peloso	54.00	121.00	6,534.00
Phase subtotal	101.00		13,792.00

Detailed Design & Construction Drawings

	Hours	Rate	Billed Amount
Director			
Gregory J. Ilko	5.00	200.00	1,000.00
Senior Project Engineer			
Justen J. Hochstetler	124.00	149.00	18,476.00
CADD Technician			
Dominic E. Peloso	77.50	121.00	9,377.50
Phase subtotal	206.50		28,853.50

Reimbursables

Reimbursables

	Units	Rate	Billed Amount
Fees & Permits	1.00	700.00	700.00

Invoice total 43,345.50

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PRIMARY DEVELOPMENT PLAN COORDINATION	0.00	13,792.00	0.00	13,792.00	-13,792.00
DETAILED DESIGN & CONSTRUCTION DRAWINGS	0.00	28,853.50	0.00	28,853.50	-28,853.50
REIMBURSABLES	0.00	700.00	0.00	700.00	-700.00
Total	0.00	43,345.50	0.00	43,345.50	-43,345.50

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555

Card & Associates Athletic Facilities, LLC
William Bunkowfst
16289 Boden Road
Noblesville, IN 46060

Invoice number 240239
Date 03/01/2024

Project NEW HAVEN

Total Due This Invoice (see breakdown below):	**$2,948.14**

For services performed January 27, 2024 through February 23, 2024.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed per verbal direction of William Bunkowfst.

Initial Contract Descriptions

Professional Fees

		Hours	Rate	Billed Amount
Billable Time				
Director				
Gregory J. Ilko		0.50	182.00	91.00
coordination call with Billy				
CADD Technician				
Chris Lee		9.00	110.00	990.00
Deeds *Deeds/Surveys* *Deed analysis* *Agreement description* *Deeds* *deeds*				
John D. Whiteside		1.00	110.00	110.00
Order INDOT plans				
Survey Manager				
George W. Charles		1.50	160.00	240.00
Research Prep *Research* *Description*				
Researcher				
Shawn Karnehm		11.50	99.00	1,138.50
Research				
	Subtotal	23.50		2,569.50

Reimbursables

	Units	Rate	Billed Amount
Fees & Permits	1.00	323.15	323.15

Initial Contract Descriptions

Reimbursables

	Units	Rate	Billed Amount
Research			

Consultant

	Units	Rate	Billed Amount
DBE Misc Consultant	0.25	57.50	14.38
Allen County Research			
	1.00	41.1125	41.11
Deed Copies Allen County Recorder via Tapestry			
Phase subtotal			2,948.14
Invoice total			2,948.14

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Remaining
INITIAL CONTRACT DESCRIPTIONS	0.00	2,948.14	0.00	-2,948.14
Total	0.00	2,948.14	0.00	-2,948.14

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-107412-1
Date: 9/4/2025 3:13 PM
Expires On: 11/3/2025

Client:
City of New Haven, IN

Bill To:
NEW HAVEN CITY, INDIANA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	SSL Management CivicPlus Provided Renewal	SSL Management CP Provided Only 1 per domain (Annually Renews)
1.00	Hosting & Security Annual Fee - Municipal Websites Central Renewal	Hosting & Security Annual Fee - Municipal Websites Central
1.00	48 Month Redesign Ultimate Annual - Municipal Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central
1.00	Standard Department Header Annual Fee - Municipal Websites	Standard Department Header Annual Fee: Parks and Recreation
1.00	Annual - Municipal Websites Central Renewal	Annual Fee - Municipal Websites Central
2.00	Additional CRT User (1) - Municipal Websites Central	CRT Users per user/ per year - Municipal Websites Central
1.00	Standard Department Header Annual Fee - Municipal Websites	Standard Department Header Annual Fee: Community Development

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed Annual Fee Renewal	AudioEye Managed: URLhttps://www.newhaven.in.gov/
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.newhaven.in.gov/
1.00	NextRequest PT Economy Plan	NextRequest Economy Plan for local agencies; Unlimited Staff Users, Up to 5 Admin-Publisher Users, Up to 1TB Storage. Core Features: Request Portal, Request Diversion, Public Reading Room, Email Notifications, Reminders, Reporting, Tasks, Time Tracking

Total Investment - Initial Term	USD 42,215.65
Annual Recurring Services (Subject to Uplift)	USD 42,215.65

Initial Term	1/1/2026 - 12/31/2026, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-107412-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign): ______________________	By (please sign): ______________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Organization Legal Name: ______________________

Billing Contact: ______________________

Title: ______________________

Billing Phone Number: ______________________

Billing Email: ______________________

Billing Address: ______________________

____

Mailing Address: (If different from above) ______________________

____

PO Number: (Info needed on Invoice (PO or Job#) if required) ______________________

Approval process for Special Events in the City of New Haven Right-of –Way

For proposed events that are held within New Haven's Right of Way:

1. Special event form (EV-1) to be completed and submitted for approval and review from: Utility Superintendent, Police Chief, Fire/EMS Chief, Parks Director, and Director of Engineering.
2. After review process, permit will appear before the Board of Public Works and Safety for approval.
3. Before appearing on Board of Public Works and Safety Agenda, a fee of $25 will need to be paid in full.
4. Fees will be applied if Police or Civilian workers' presence is required

Rules governing special events located in City of New Haven right-of-way

1. Appropriate liability insurance must be obtained when applicable, naming the City of New Haven as the certificate holder and additionally insured.
2. Proper barricades and signage shall be used at all times.
3. The responsible person shall have the permit accessible and available during the event.
4. In the event of an emergency the roadway must be cleared immediately.
5. All litter and debris resulting from the event must be picked up and properly disposed of.
6. All tents shall be positioned in the street so as to allow the passage of emergency vehicles.
7. Tent anchors shall be of the ballasted type, the use of tent spikes are not allowed within the right of way.
8. Fees may apply (Ordinance #G-12-07) Police officers: $37.50/officer for each hour or fraction thereof.
9. Fees may apply (Ordinance #G-12-07) Civilian employee/Utility worker: $35.93/employee for each hour or fraction thereof.

If hosting an event where alcohol will be served within DORA

"If you are hosting an event within New Haven's Designated Outdoor Refreshment AREA (DORA) and will be serving alcohol within the DORA, please note that DORA is in effect from 11 a.m. to 1 a.m. daily in both the North DORA and South DORA along Broadway Street. The North DORA and South DORA are each in effect from 6 p.m. to 11:00 p.m. in Schnelker Park. Any alcohol served at your event must be served within the marked DORA districts during those hours only and served in a specific DORA cup that your vendor will need to obtain. Permission to serve alcohol outside of those hours must be obtained from the City of New Haven Board of Public Works & Safety (BOW).

N/A

*If you have a licensed vendor that will be serving alcohol during your event within the posted DORA, please check here: _____

*Please provide the name of the vendor that will be serving alcohol during your event: ________________

*If you would like to serve alcohol outside of the designated hours above, please check here: _______

*Please tell us what hours you would like to serve alcohol: ___________________

Once permission is granted for your event by the BOW, your vendor will need to obtain a special events permit from the Indiana Alcohol and Tobacco Commission. When the permit is obtained, your vendor should reach out to the City of New Haven at zwashler@newhaven.in.gov for the link to purchase the DORA cups."

Receipt Stamp:

Permit Number: EV-25-19

SPECIAL EVENT PERMIT

APPLICATION/PERMIT

Engineering Department | 815 Lincoln Highway East | New Haven, IN 46774 | 260-748-7030
www.newhaven.in.gov

** Please follow the guidelines of the Allen County Department of Health, Indiana State Department of Health or the CDC when planning and participating in these events.**

SPECIAL EVENT INFORMATION:			
Name of the event	Fall Festival	Type of Event	Community Event
Name of Sponsor (if applicable)	City of New Haven	Is this a new event	Yes ☐ No ☒
Date of Event	October 04, 2025	Expected number attending	300-500
Start Time	5:00PM	Ending Time	10:00PM

APPLICANT:			
Name	Zach Washler	Work Phone	(260) 748-7092
Address	815 Lincoln Hwy East	Home Phone	
E-Mail	zwashler@newhaven.in.gov	Cell Phone	
RESPONSIBLE PERSON (if other than applicant):			
Name	Patrick Buckley	Work Phone	(260) 748-7077
Address	815 Lincoln Hwy East	Home Phone	
Email	pbuckley@newhaven.in.gov	Cell Phone	

Do you anticipate requiring the use of any of the following?					
Street	yes	Water	no	Lights	no
Sidewalk	yes	Crowd Control	no	Noise	no
Parking	no	Use of Public Building	yes	Fire/Explosives	no
Traffic Control	no	Temporary Structures	yes	Demolition	no
Other (Please specify)					

(Continued)

Approved by BOW 7/1/2025

Describe **in sufficient detail** how the requested event will impact the public road right-of-way and your plan for mitigating the impacts to the right-of-way area. (Add additional sheets of paper if necessary):

We will be using Schnelker Park for the majority of the event. We request that Park Ave. between Edward Street and Williams Street be blocked off. In addition, Broadway closed at Park Ave. from 5:00PM-9:00PM

Special permit provisions (include if Police Officers will be needed):

As specified in our emergency action plan, We request one officer present as well as EMS/Fire from 5:00PM-10:00PM

Prior to issuance of a permit, the Permittee shall designate a local agent to sign this permit who will have authority to represent the Permittee in all matters relating to the exercise of the privileges herein granted and who shall be responsible for compliance with those conditions.

Zachary K Walter		**09-02-2025**
Sponsor/Applicant (PRINT)	**Signature of Authorized Agent**	**Date**

*****If A ROUTE IS TO BE USED: Submit a map with the route or area clearly drawn. Show north arrow, street(s), starting point, direction of travel, ending point, and any other information that would help identify the event.**

(Please Type or Print Clearly. Return to Stephanie at sschortgen@newhaven.in.org or in person; on the 2nd floor of City Hall once completed)

FOR OFFICE USE ONLY			
Police	[signature]	Date Approved	8/9/25
Utilities	[signature]	Date Approved	9-2-25
Fire Department/EMS		Date Approved	
Director Of Engineering	Richard S Knuchter	Date Approved	9-2-25
Parks Director	[signature]	Date Approved	9.3.25
Fees (per Ordinance #G-12-07 as amended			
Police officers		($37.50 / officer for each hour or fraction thereof)	
Utilities		($35.93 / employee for each hour or fraction thereof)	

Insurance verified / Date	