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
November 4, 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 10/07/2025

III. NEW BUSINESS

Mayor-City Hall

Clerk-Treasurer

Engineering Department

B. Approval of VS Engineering Invoice # 579202 in the amount of $7,650.00 for CCMG 2026-01

C. Approcal of USI invoice #25684 in the amount of $56,521.00 for Linden Road and Rose Avenue

D. Approval of Wessler Engineering invoice #48144 in the amount of $39,493.09 for CSO LTCP Update

E. Approval of Wessler Engineering invoice #48141 in the amount of $6,090.85 for Tanglewood Road

F. Approval of Wessler Engineering invoice #48138 in the amount of $4,086.25 for the Lateral 3R - PHASE II

G. Approval of API change order #5 in the amount of $3,750.00 for CCMG 2024-1

Resurfacing Project

H. Approval of API change order #5 in the amount of $58,800.00 for Tanglewood Sanitary Sewer Project

I. Approval of API change order #2 in the amount of $3,750.00 for CCMG 2024-2 Resurfacing Project

J. Approval of BF&S Invoice #109913 in the amount of $160.00 for the Lincoln Highway Trail Inspection

Planning

Economic & Community Development

K. Approval of RQAW invoice #8090 in the amount of $21,450.00 for New Haven SS4A Plan

L. Approval of New Haven Land Trust, LLC. Invoice #2025-001 in the amount of $45,000.00 for Site Control for Revitalizing downtown New Haven

M. Approval of special events permit EV-25-20 for the City of New Haven's Holiday Homecoming Celebration

N. Approval of Metropolitan Title of Indiana LLC, File #4054-271577 in the amount of $900,000.00 for Final Settlement Statement

O. Introduction of a resolution titled, Resolution of the Board of Public Works and Safety of the City of New Haven, Indiana, Approving a Form of Purchase Agreement for Real Estate Located Along the 400 Block of West Lincoln Highway and Certain Matters Related Thereto (Isenbarger Property)

P. Introduction of a resolution titled Resolution of the Board of Public Works and Safety of the City of New Haven, Indiana, Approving a Form of Purchase Agreement for Real Estate Located at 620 Lincoln Highway W and Certain Matters Related Thereto (

Police

Q. Introduction of a resolution titled, Resolution of the Board of Public Works and Safety of the City of New Haven, Indiana, Approving an Amendment to the City's Parking Schedules

R. Approval of destruction of NHPD items, list attached

S. Approval of New Haven Police Department Vehicle Pursuit Policy

T. Approval of New Haven Department Shift Bid Policy

U. Approval of New Haven Police Department Paid Time Off Policy

V. Approval of New Haven Police Department Evidence Policy

W. Approval of New Haven Police Department Accident Review Policy

Public Works/Utility

X. Approval of American Pump Repair & Services, Inc. invoice #80187 in the amount of $39,632.00

Y. Approval of Monoform invoice #10272025 in the amount of $75,585.00 for manhole rehabilitation, quote approved at BOW 10/24/2025

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, Citizen Member	06/16/25-12/31/25

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

October 24, 2025

MINUTES OF A SPECIAL 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 October 24, 2025 at the hour of 9:00 AM in a Special session in accordance with the rules of the Council.

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call

On the call of the roll, the following members were shown to be present or absent as follows:

Present: Steve McMichael, Bob Byrd, and Ivan Almodovar

Absent: None

II. OLD BUSINESS

A. Approval of Minutes from the previous meeting

A. Approval of minutes from 10/07/2025

Bob Byrd made a motion to approve the minutes from 10/07/2025, Ivan Almodovar seconded the motion, and the motion was approved.

III. NEW BUSINESS

Mayor-City Hall

Clerk-Treasurer

B. Approval of BS&A software invoice #163262 in the amount of $22,800.00 for upgrade implementation

Ivan Almodovar made a motion to approve BS&A software invoice #163262 in the amount of $22,800.00 for upgrade implementation. Bob Byrd seconded the motion, and the motion was approved.

C. Approval of destruction of 8 iphones

Bob Byrd made a motion to approve the destruction of 8 iphones. Ivan Almodovar seconded the motion, and the motion was approved.

Engineering Department

D. Approval of DLZ invoice #000607159 in the amount of $14,556.12 for the South Maplecrest Road Improvements

Ivan Almodovar made a motion to approve DLZ invoice #000607159 in the amount of $14,556.12 for the South Maplecrest Road Improvements. Bob Byrd seconded the motion, and the motion was approved.

E. Approval of API Change order #1 in the amount of $8,919.10 for CCMG 2024 Resurfacing Project

Ivan Almodovar made a motion to approve change order #1 in the amount of $8,919.10 for CCMG 2024 Resurfacing Project. Bob Byrd seconded the motion, and the motion was approved.

F. Approval of API Pay Applications #1 in the amount of $104,208.69 for CCMG 2024-02

Bob Byrd made a motion to approve API Pay Applications #1 in the amount of $104,208.69 for CCMG 2024-02. Ivan Almodovar seconded the motion, and the motion was approved.

Planning

Economic & Community Development

G. Approval of The Alliance invoice #2025-18 in the amount of $40,000.00 for service fee.

Ivan Almodovar made a motion to approve The Alliance invoice #2025-18 in the amount of $40,000.00 for service fee. Bob Byrd seconded the motion, and the motion was approved.

Police

Public Works/Utility

H. Approval of BF&S Invoice #109830 in the amount of $4,675.00 for the MS4 Program Evaluation

Bob Byrd made a motion to approve BF&S Invoice #109830 in the amount of $4,675.00 for the MS4 Program Evaluation. Ivan Almodovar seconded the motion, and the motion was approved.

I. Approval of Dukes PO Number PublicWorks25 in the amount of $29,696.71 for payment on Dukes innovation approved at BOW on 8/5/2025

Ivan Almodovar made a motion to approve Dukes PO Number PublicWorks25 in the amount of $29,696.71 for payment on Duke's innovation approved at BOW on 8/5/2025. Bob Byrd seconded the motion, and the motion was approved.

J. Approval of Monoform quote in the amount of $75,585.00 for Manhole Rehabilitation

Bob Byrd made a motion to approve Monoform quote in the amount of $75,585.00 for Manhole Rehabilitation. Ivan Almodovar seconded the motion, and the motion was approved.

IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD

V. ADJOURNMENT

Bob Byrd made a motion to adjourn the meeting, Ivan Almodovar seconded the motion and the motion was adjourned.

____________________________	____________________________
Steve McMichael	Angie Hamrick
Presiding Officer	Clerk Treasurer

4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

City of New Haven, Indiana
Rick Kruchten
815 Lincoln Highway East
New Haven, IN 46774

Invoice number 579202
Date 10/21/2025

Project **2505792 City of New Haven CCMG 2026-01**

Billing Period Ending: 09/30/2025

Description	Phase Fee	Percent Complete	Total Billed	Prior Billed	Current Due
DETAILED COST ESTIMATE	6,600.00	100.00	6,600.00	6,600.00	0.00
PRELIMINARY DESIGN SERVICES	10,200.00	90.00	9,180.00	1,530.00	7,650.00
FINAL DESIGN SERVICES	7,300.00	0.00	0.00	0.00	0.00
BIDDING PHASE SERVICES	4,500.00	0.00	0.00	0.00	0.00
DIRECT COSTS	500.00	4.09	20.46	20.46	0.00
Total	29,100.00	54.30	15,800.46	8,150.46	7,650.00

Invoice total **7,650.00**

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
DETAILED COST ESTIMATE	6,600.00	100.00	6,600.00	6,600.00	0.00	0.00	0.00
PRELIMINARY DESIGN SERVICES	10,200.00	90.00	1,530.00	9,180.00	1,020.00	10.00	7,650.00
FINAL DESIGN SERVICES	7,300.00	0.00	0.00	0.00	7,300.00	100.00	0.00
BIDDING PHASE SERVICES	4,500.00	0.00	0.00	0.00	4,500.00	100.00	0.00
CONSTRUCTION ADMINISTRATION ACTIVITIES	5,500.00	0.00	0.00	0.00	5,500.00	100.00	0.00
DIRECT COSTS	500.00	4.09	20.46	20.46	479.54	95.91	0.00
Total	34,600.00	45.67	8,150.46	15,800.46	18,799.54	54.33	7,650.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
579201	09/24/2025	8,150.46	8,150.46				
579202	10/21/2025	7,650.00	7,650.00				
	Total	15,800.46	15,800.46	0.00	0.00	0.00	0.00

For questions about this invoice please reply to AR@vsengineering.com or call 317-293-3542.

PLEASE NOTE: VS ENGINEERING, INC. HAS NOT CHANGED BANK ACCOUNTS FOR PAYMENTS. BEWARE OF SCAM EMAILS OR LETTERS ASKING TO CHANGE OUR DIRECT DEPOSIT INFORMATION!!! PLEASE ALWAYS CALL TO VERIFY SHOULD YOU RECEIVE ANY EMAILS OR LETTERS REQUESTING THIS TYPE OF CHANGE.

8415 E. 56th Street
Indianapolis, IN 46216
(317) 544.4996

movingINFRASTRUCTUREforward >>

INVOICE

City of New Haven
Attn: Rick Kruchten, PMP
815 Lincoln Hwy East
New Haven, IN 46774

Invoice number 25684
Date 10/18/2025

Project 20230081 NEW HAVEN: LINDEN RD AND ROSE AVE RAB (DES. 2300608)

Professional Services for the Period: 08/01/2025 thru 09/30/2025

All work performed in accordance with our contract dated 11/21/2023 ($563,350.00).
Des. #: 2300608
PO#: 0020128789 ($450,680, 80%)
NTP: 5/14/2024
SEE NTP Letter for additional instructions.

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
TOPOGRAPHIC SURVEY- LSUM	40,800.00	100.00	40,800.00	40,800.00	0.00	0.00
DESIGN AND PLAN DEVELOPMENT- LSUM	144,800.00	71.00	102,808.00	83,984.00	41,992.00	18,824.00
TRAFFIC DESIGN AND PLAN DEVELOPMENT (FIRST GROUP)- LSUM	139,800.00	67.00	93,666.00	67,104.00	46,134.00	26,562.00
PUBLIC INVOLVEMENT- LSUM	18,100.00	0.00	0.00	0.00	18,100.00	0.00
UTILITY AND RAILROAD COORDINATION- LSUM	25,300.00	40.00	10,120.00	8,855.00	15,180.00	1,265.00
GEOTECHNICAL INVESTIGATIONS AND SERVICES (GSI)- NTE	31,100.00	88.35	27,477.25	27,477.25	3,622.75	0.00
ENVIRONMENTAL DOCUMENT PREPARATION (CE-2)- LSUM	24,000.00	70.00	16,800.00	15,600.00	7,200.00	1,200.00
ENVIRONMENTAL DOCUMENT COMPONENTS (SJCA)- LSUM	35,000.00	95.00	33,250.00	31,500.00	1,750.00	1,750.00
WATERS OF THE US REPORT- LSUM	10,000.00	100.00	10,000.00	10,000.00	0.00	0.00
ENVIRONMENTAL PERMITTING- LSUM	11,400.00	5.00	570.00	570.00	10,830.00	0.00
SPECIAL INVESTIGATIONS - NTE	34,400.00	0.00	0.00	0.00	34,400.00	0.00
R/W PLAN DEVELOPMENT (5 PARCELS)	19,300.00	55.18	10,650.00	3,730.00	8,650.00	6,920.00
TITLE AND ENCUMBRANCE REPORTS (SUB)(5 @ $450/EA)	2,250.00	80.00	1,800.00	1,800.00	450.00	0.00
RIGHT OF WAY STAKING (1 SITE VISIT)- LSUM	3,700.00	0.00	0.00	0.00	3,700.00	0.00
RWS APPRAISAL PROBLEM ANALYSIS (SUB)(5 @ INDOT RATE*)	1,400.00	0.00	0.00	0.00	1,400.00	0.00
RWS APPRAISAL(S)(SUB)(5 @ INDOT RATE*)	8,000.00	0.00	0.00	0.00	8,000.00	0.00
RWS REVIEW APPRAISAL(S)(SUB) (5 @ INDOT RATE*)	4,000.00	0.00	0.00	0.00	4,000.00	0.00

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
CONSTRUCTION PHASE SERVICES - NTE	10,000.00	0.00	0.00	0.00	10,000.00	0.00
Total	563,350.00	61.76	347,941.25	291,420.25	215,408.75	56,521.00

Description	Contract Amount	Percent Complete	Fee Earned	Prior Billed	Current Billed
Topographic Survey- LSUM	40,800.00	100.00	40,800.00	40,800.00	0.00
Design and Plan Development- LSUM	144,800.00	71.00	102,808.00	83,984.00	18,824.00
Traffic Design and Plan Development (First Group)- LSUM	139,800.00	67.00	93,666.00	67,104.00	26,562.00
Public Involvement- LSUM	18,100.00	0.00	0.00	0.00	0.00
Utility and Railroad Coordination- LSUM	25,300.00	40.00	10,120.00	8,855.00	1,265.00
Environmental Document Preparation (CE-2)- LSUM	24,000.00	70.00	16,800.00	15,600.00	1,200.00
Environmental Document Components (SJCA)- LSUM	35,000.00	95.00	33,250.00	31,500.00	1,750.00
Waters of the US Report- LSUM	10,000.00	100.00	10,000.00	10,000.00	0.00
Environmental Permitting- LSUM	11,400.00	5.00	570.00	570.00	0.00
R/W Plan Development (5 Parcels)	19,300.00	55.18	10,650.00	3,730.00	6,920.00
Right of Way Staking (1 site visit)- LSUM	3,700.00	0.00	0.00	0.00	0.00
Total	472,200.00	67.48	318,664.00	262,143.00	56,521.00

Invoice total **56,521.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25684	10/18/2025	56,521.00	56,521.00				
	Total	56,521.00	56,521.00	0.00	0.00	0.00	0.00

Approved by Paul Aikins

accounting@usiconsultants.com

WESSLER ENGINEERING

More than a Project™

INVOICE

To: CITY OF NEW HAVEN
RICK KRUCHTEN
815 LINCOLN HIGHWAY EAST
NEW HAVEN, INDIANA 46774

Invoice Number: 48144
October 14, 2025

Project: 243921.00 NEW HAVEN CSO LTCP UPDATE

Manager: BRIDGET R INGRAM

Professional Services for the Period: 9/1/25 to 9/30/25

Contract Amount:	**$**	**740,000.00**
Amount Previously Billed:	**$**	**616,192.46**
Amount Currently Billed:	**$**	**39,493.09**
Contract Balance:	**$**	**84,314.45**

PHASE: .06 CONSTRUCTION ADMINISTRATION

Professional Services	**Bill Hours**	**Bill Rate**	**Charge**
Electrical Senior Project Manager II	7.50	$ 265.00	$ 1,987.50
Principal Engineer	1.00	$ 250.00	250.00
Senior Project Manager I	2.50	$ 220.00	550.00
Control System Engineer IV	112.00	$ 195.00	21,840.00
Project Manager II	10.50	$ 185.00	1,942.50
Control System Engineer II	53.50	$ 155.00	8,292.50
CAD Manager I	3.50	$ 145.00	507.50
Total Labor	**190.50**		**$ 35,370.00**

Reimbursables	
Kirby Risk Corporation	$ 3,361.49
Travel	$ 761.60
Total Reimbursables	**$ 4,123.09**

Total Project Invoice Amount $ 39,493.09

Bridget R Ingram

Wessler Engineering, Inc.
BRIDGET R INGRAM
Project Manager

Aged Receivables:

CURRENT	30-60	60-90	90-120	OVER 120
$39,493.09	$23,327.10	$0.00	$0.00	$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Billing Backup

WESSLER ENGINEERING, INC. Invoice 48144 Dated 10/14/2025

Tuesday, October 14, 2025
10:54:32 AM

Project 243921.00 NEW HAVEN CSO LTCP UPDATE

Phase 00006 CONSTRUCTION

Task 01CD01 CA - CAD

Professional Services

			Bill Hours	Bill Rate	Charge	
CAD Manager I						
	CAD Manager I					
1505	EVERETTS, MICHELLE	9/19/2025	3.50	145.00	507.50	
	Record Drawings - Areas 3, 6 and 7					
	Totals		3.50		507.50	
	Total Labor					**507.50**

Total this Task **$507.50**

Task 01CS01 CA - CONSTRUCTION

Professional Services

			Bill Hours	Bill Rate	Charge	
Principal Engineer						
	Principal Engineer					
1500	HUTTON, CHARLES	9/5/2025	1.00	250.00	250.00	
	WWTF Operational Review and Status Update					
Senior Project Manager I						
	Senior Project Manager I					
1507	WILLIAMS, JODY	9/4/2025	1.00	220.00	220.00	
	CSO Update					
1507	WILLIAMS, JODY	9/5/2025	1.00	220.00	220.00	
	CSO Update					
1507	WILLIAMS, JODY	9/11/2025	.50	220.00	110.00	
	Onsite w/Ken Troubleshooting UV Alarm					
	Totals		3.50		800.00	
	Total Labor					**800.00**

Total this Task **$800.00**

Task 01IC01 CA - I&C

Professional Services

			Bill Hours	Bill Rate	Charge
Electrical Senior Project Manager II					
	Electrical Senior Project Manager II				
643	PRICE, BRIAN	9/3/2025	2.00	265.00	530.00
	CSO content, discussions with Bridget, coordination				
643	PRICE, BRIAN	9/4/2025	.50	265.00	132.50
	discussions with Trojan				
643	PRICE, BRIAN	9/5/2025	1.00	265.00	265.00
	meeting and coordination				

643	PRICE, BRIAN	9/12/2025	3.00	265.00	795.00
	Trojan UV issues, communications, emails				
643	PRICE, BRIAN	9/16/2025	1.00	265.00	265.00
	Trojan conversation & emails				
Control System Engineer IV					
Control System Engineer IV					
647	MATIC, MARKO	9/3/2025	2.00	195.00	390.00
	Teams Meeting with Ken and Kevin to discuss reporting.				
1305	MORAN, KENNETH	9/3/2025	3.50	195.00	682.50
	Meeting With Kevin and Marko about reporting and open items				
1305	MORAN, KENNETH	9/5/2025	3.00	195.00	585.00
	Worked on Getting CSO reporting ignition programming				
1305	MORAN, KENNETH	9/8/2025	4.00	195.00	780.00
	Working on SQl query tags for CSO reporting				
1305	MORAN, KENNETH	9/11/2025	5.50	195.00	1,072.50
	Working on trouble shooting UV alarms and sampler issue. Uploaded PLC code and traced out wiring.				
1305	MORAN, KENNETH	9/12/2025	4.00	195.00	780.00
	Meeting with Kevin about punch list items, then meeting with Brian to discuss UV sampler issues. Looking at code to come up with solution for sampler				
1305	MORAN, KENNETH	9/15/2025	1.00	195.00	195.00
	Reviewing Sampler and UV logic				
1305	MORAN, KENNETH	9/19/2025	3.00	195.00	585.00
	Meeting with Bridgett to discuss CSO flow data, downloading data. and talking with Kevin about Diversion Flow Meter and Looking at code and P&ID				
1305	MORAN, KENNETH	9/22/2025	6.00	195.00	1,170.00
	Getting Flow data for Bridget, reviewing data. Alos reviewing bench code from Kevin for installation into CSO PLCs				
1305	MORAN, KENNETH	9/23/2025	11.00	195.00	2,145.00
	Adding Flow total, duration and event code for Diversion flow meter, CSO flow meter. Also Rain gauge data required for Reporting.				
1305	MORAN, KENNETH	9/24/2025	7.00	195.00	1,365.00
	Testing Comms logic to Admin for new data being messaged				
1305	MORAN, KENNETH	9/26/2025	3.75	195.00	731.25
	Ignition programming for report data and rain gauge data.				
1305	MORAN, KENNETH	9/29/2025	3.00	195.00	585.00
	Ignition changes and updates				
Control System Engineer II					
Control System Engineer II					
665	LOPEZ, KEVIN	9/3/2025	4.50	155.00	697.50
	Tots & Report I&C follow up				
665	LOPEZ, KEVIN	9/4/2025	8.00	155.00	1,240.00
	Totalization investigation & programming				
665	LOPEZ, KEVIN	9/5/2025	5.00	155.00	775.00
	Precipitation logic bervation & Programming				
665	LOPEZ, KEVIN	9/15/2025	2.00	155.00	310.00
	1.) Schedule appts for New Haven startup this week.				
665	LOPEZ, KEVIN	9/16/2025	3.00	155.00	465.00
	Prep for New Haven trip (observer docs & programs)				

665	LOPEZ, KEVIN	9/22/2025	5.00	155.00	775.00
	-Update offline totalization code updates as needed-Prep for next day site visit				
665	LOPEZ, KEVIN	9/23/2025	13.00	155.00	2,015.00
	On site totalization programming implementation				
665	LOPEZ, KEVIN	9/24/2025	13.00	155.00	2,015.00
	On site totalization programming implementation				
	Totals		117.75		21,346.25
	Total Labor					**21,346.25**

Reimbursables

Travel

EX	000000014258	9/23/1900	MORAN, KENNETH / New Haven, IN	76.30	
EX	000000014258	9/11/2025	MORAN, KENNETH / New Haven, IN	74.20	
EX	000000014258	9/24/2025	MORAN, KENNETH / New Haven, IN	81.90	
	Total Reimbursables			**232.40**	**232.40**

Total this Task **$21,578.65**

Task 01WW01 CA - WW

Professional Services

			Bill Hours	**Bill Rate**	**Charge**	
Project Manager II						
	Project Manager II					
658	INGRAM, BRIDGET	9/2/2025	.50	185.00	92.50	
	Project Updates					
658	INGRAM, BRIDGET	9/4/2025	1.00	185.00	185.00	
	Outstanding Items/SCADA					
658	INGRAM, BRIDGET	9/5/2025	2.00	185.00	370.00	
	Outstanding Items					
658	INGRAM, BRIDGET	9/10/2025	1.00	185.00	185.00	
	Outstanding Issues/Letter					
658	INGRAM, BRIDGET	9/15/2025	.50	185.00	92.50	
	Issue Updates-TCI					
658	INGRAM, BRIDGET	9/16/2025	2.50	185.00	462.50	
	Update letter, UV issues, Scada					
658	INGRAM, BRIDGET	9/19/2025	1.00	185.00	185.00	
	SCADA/UV Meeting, MRO Report					
658	INGRAM, BRIDGET	9/22/2025	1.00	185.00	185.00	
	Update Letter, Ops Issues					
658	INGRAM, BRIDGET	9/23/2025	1.00	185.00	185.00	
	Conformed Drwgs					
	Totals		10.50		1,942.50	
	Total Labor					**1,942.50**

Total this Task **$1,942.50**

Task 02IC01 CA - I&C - SCADA

Professional Services

			Bill Hours	Bill Rate	Charge	
Control System Engineer IV						
	Control System Engineer IV					
1305	MORAN, KENNETH	9/4/2025	8.50	195.00	1,657.50	
	Seiler Rd. Lift Station Signal Fire Installation					
1305	MORAN, KENNETH	9/10/2025	9.00	195.00	1,755.00	
	Installing Hartzell Rd. Lift Station Telemetry equipment					
1305	MORAN, KENNETH	9/11/2025	4.00	195.00	780.00	
	Finished trouble shooting analog signals and calibrating/scaling level sensor data to match chart recorder and Weir flow table.					
1305	MORAN, KENNETH	9/15/2025	3.00	195.00	585.00	
	Getting materials for Walnut Ridge and updating SCADA					
1305	MORAN, KENNETH	9/16/2025	9.50	195.00	1,852.50	
	Walnut Ridge Lift Station Telemetry Installation and Start-up					
1305	MORAN, KENNETH	9/25/2025	8.75	195.00	1,706.25	
	West End lift station telemetry installation and Ignition addition					
1305	MORAN, KENNETH	9/29/2025	4.50	195.00	877.50	
	Working on a list station monthly report for ignition					
1305	MORAN, KENNETH	9/30/2025	8.00	195.00	1,560.00	
	Lift station work					
	Totals		55.25		10,773.75	
	Total Labor					**10,773.75**

Reimbursables

Travel					
EX	000000014258	9/10/2025	MORAN, KENNETH / New Haven, IN	70.70	
EX	000000014258	9/25/2025	MORAN, KENNETH / New Haven, IN	70.70	
	Total Reimbursables			**141.40**	**141.40**

Unit Billing

Mileage - Company vehicles			
VEH 1813	554.0 Miles @ 0.70	387.80	
Total Units		**387.80**	**387.80**

Total this Task **$11,302.95**

Task 03IC01 CA - I&C - SCADA EQUIPMENT

Reimbursables

Supplies					
AP	35681	9/18/2025	KIRBY RISK CORPORATION / / Invoice: S210901308.001, 6/30/2025	2,945.64	
AP	35682	9/18/2025	KIRBY RISK CORPORATION / / Invoice: S210901308.002, 7/2/2025	83.17	
AP	35683	9/18/2025	KIRBY RISK CORPORATION / / Invoice: S210901308.003, 7/7/2025	332.68	
	Total Reimbursables			**3,361.49**	**3,361.49**

Total this Task **$3,361.49**

Total this Phase **$39,493.09**

Total this Project	**$39,493.09**
Total this Report	**$39,493.09**

DETACH UPPER PORTION AND RETURN WITH YOUR PAYMENT

CUSTOMER NUMBER	CUSTOMER PO NUMBER	RELEASE NUMBER	TERMS
112243	5015		NET 30 DAYS

SALESPERSON	SHIP VIA	ORDERED BY	SALES OFFICE	PHONE NUMBER	SHIP DATE
MICHAEL P ZIMMERMANN	18-2 NORTH	**BRIAN PRICE**	INDIANAPOLIS	317-687-0015	07/02/25

ORDER QTY	SHIP QTY	DESCRIPTION	ITEM PRICE	UNIT	EXT AMOUNT	CASH DISC
5ea	1ea	SOLA SVL524100 120W 24V DIN PS 85-264VAC 6 IN STOCK AT KIRBY, 7-10 DAY EST LEAD TIME ON REMAINDER	83.17	1ea	83.17	

WESSLER ENGINEERING
INVOICE APPROVAL
DATE: 9/17/25 APPROVED BY: BDP
☐ INDIRECT
☒ DIRECT - PROJ. # 243921.06.03IC01
COMMENTS:
ACCTS: 575

Billing Questions: creditsupport@kirbyrisk.com (765) 446-3054

Invoice is due by 08/01/25.

07-02-2025 09:22:27 AM
S210901308.002
Katie
Katie

Invoice Number	**S210901308.002**
Subtotal	83.17
S&H Charges	0.00
~~**Sales Tax**~~	~~5.69~~
AMOUNT DUE	~~**88.86**~~

0001:0001

Kirby Risk

Kirby Risk
1815 Sagamore Pkwy
Lafayette, IN 47904

INVOICE

INVOICE DATE	INVOICE NUMBER	CUSTOMER #
06/30/25	S210901308.001	112243
DUE DATE	**TOTAL DUE**	**AMOUNT PAID**
07/30/25	3147.41	

PLEASE REMIT PAYMENT TO:

KIRBY RISK CORPORATION
27561 Network Place
CHICAGO IL 60673-1275

51 1 AB 0.593 E0051X I0092 D14446361064 S2 P10849875 0001:0002

WESSLER ENGINEERING INC
6219 S EAST ST STE A
INDIANAPOLIS IN 46227-2123

SHIP TO:

WESSLER ENGINEERING INC
ATTN: KEN MORAN
80 ST ROUTE 103 SUITE C
BLUFFTON OH 45817

DETACH UPPER PORTION AND RETURN WITH YOUR PAYMENT

CUSTOMER NUMBER	CUSTOMER PO NUMBER	RELEASE NUMBER	TERMS
112243	5015		NET 30 DAYS

SALESPERSON	SHIP VIA	ORDERED BY	SALES OFFICE	PHONE NUMBER	SHIP DATE
MICHAEL P ZIMMERMANN	18-2 NORTH	**BRIAN PRICE**	INDIANAPOLIS	317-687-0015	06/30/25

ORDER QTY	SHIP QTY	DESCRIPTION	ITEM PRICE	UNIT	EXT AMOUNT	CASH DISC
11ea	6ea	SOLA SVL524100 120W 24V DIN PS 85-264VAC 6 IN STOCK AT KIRBY, 7-10 DAY EST LEAD TIME ON REMAINDER	83.17	1ea	499.02	
11ea	11ea	AB 1492-SPM1C030 MCB SUPPLEMENTARY PROTECTOR 3 A 27 IN STOCK AT KIRBY	61.95	1ea	681.45	
11ea	11ea	AB 1492-SPM1B050 MCB SUPPLEMENTARY PROTECTOR 5 A 30 IN STOCK AT KIRBY	61.95	1ea	681.45	
20ea	20ea	AB 700-HLT1U1 700-HL ELECTROMECHANICAL RELAY OUTPUT 72 IN STOCK AT KIRBY	32.84	1ea	656.80	
3ea	3ea	AB 700-TBJ20G 20-WAY JUMPER LINK, GRAY COLOR 59 IN STOCK AT KIRBY	5.71	1ea	17.13	
11ea	11ea	EGS ST-50 SEALTITE STR CONN 1/2 1041 IN STOCK AT KIRBY	5.63	1ea	61.93	
11ea	11ea	EGS ST-9050 SEALTITE 90 CONN 1/2 528 IN STOCK AT KIRBY	6.85	1ea	75.35	
100ft	100ft	ELEF LT11-GRAY-100 LT11 1/2" 100' CARTON - GRAY 11101 2200 IN STOCK AT KIRBY	190.71	100ft	190.71	

Billing Questions: creditsupport@kirbyrisk.com (765) 446-3054

Invoice is due by 07/30/25.

DETACH UPPER PORTION AND RETURN WITH YOUR PAYMENT

CUSTOMER NUMBER	CUSTOMER PO NUMBER	RELEASE NUMBER	TERMS
112243	5015		NET 30 DAYS

SALESPERSON	SHIP VIA	ORDERED BY	SALES OFFICE	PHONE NUMBER	SHIP DATE
MICHAEL P ZIMMERMANN	18-2 NORTH	**BRIAN PRICE**	INDIANAPOLIS	317-687-0015	06/30/25

ORDER QTY	SHIP QTY	DESCRIPTION	ITEM PRICE	UNIT	EXT AMOUNT	CASH DISC
4ea	4ea	AB 700-TBR60 REPLACEMENT OUTPUT RELAY, 110/125V, 120 & 125V 90 IN STOCK AT KIRBY	20.45	1ea	81.80	

WESSLER ENGINEERING
INVOICE APPROVAL
DATE: 9/17/25 APPROVED BY: BDP
☐ INDIRECT
☑ DIRECT - PROJ. # 243921.06.03IC01
COMMENTS:
ACCTS: 575

Billing Questions: creditsupport@kirbyrisk.com (765) 446-3054

Invoice is due by 07/30/25.

06-30-2025 08:58:18 AM
S210901308.001
EE2
Eri

Invoice Number	S210901308.001
Subtotal	2945.64
S&H Charges	0.00
~~Sales Tax~~	~~201.77~~
AMOUNT DUE	~~3147.41~~

0002:0002

Kirby Risk

DETACH UPPER PORTION AND RETURN WITH YOUR PAYMENT

CUSTOMER NUMBER	CUSTOMER PO NUMBER	RELEASE NUMBER	TERMS
112243	5015		NET 30 DAYS

SALESPERSON	SHIP VIA	ORDERED BY	SALES OFFICE	PHONE NUMBER	SHIP DATE
MICHAEL P ZIMMERMANN	18-2 NORTH	**BRIAN PRICE**	INDIANAPOLIS	317-687-0015	07/07/25

ORDER QTY	SHIP QTY	DESCRIPTION	ITEM PRICE	UNIT	EXT AMOUNT	CASH DISC
4ea	4ea	SOLA SVL524100 120W 24V DIN PS 85-264VAC 6 IN STOCK AT KIRBY, 7-10 DAY EST LEAD TIME ON REMAINDER	83.17	1ea	332.68	

WESSLER ENGINEERING
INVOICE APPROVAL
DATE: 9/17/25 APPROVED BY: BDP
☐ INDIRECT
☒ DIRECT - PROJ. # 243921.06.03IC01
COMMENTS:
ACCTS: 575

Billing Questions: creditsupport@kirbyrisk.com (765) 446-3054

Invoice is due by 08/06/25.

07-07-2025 10:01:00 AM
S210901308.003
Ryan

Invoice Number	**S210901308.003**
Subtotal	332.68
S&H Charges	0.00
~~**Sales Tax**~~	~~22.79~~
AMOUNT DUE	~~355.47~~

Page 1 of 1

0001:0001

Kirby Risk

WESSLER ENGINEERING

More than a Project™

INVOICE

To:	CITY OF NEW HAVEN RICK KRUCHTEN 815 LINCOLN HIGHWAY EAST NEW HAVEN, INDIANA 46774	Invoice Number: 48141 October 14, 2025

Project: 278524.00 NEW HAVEN TANGLEWOOD ROAD

Manager: JESSICA L LESTINSKY

Professional Services for the Period: 9/1/25 to 9/30/25

Contract Amount:	**$**	**108,700.00**
Amount Previously Billed:	**$**	**84,342.74**
Amount Currently Biled:	**$**	**6,090.85**
Contract Balance:	**$**	**18,266.41**

PHASE: .06 CONSTRUCTION PHASE

Professional Services		**Bill Hours**	**Bill Rate**	**Charge**
Principal Engineer		3.00	$ 250.00	$ 750.00
Project Manager		26.50	$ 170.00	4,505.00
Engineer I		5.25	$ 125.00	656.25
Project Analyst II		1.00	$ 125.00	125.00
	Total Labor	**35.75**		**$ 6,036.25**

Reimbursables		
Travel		$ 54.60
	Total Reimbursables	**$ 54.60**

	Total Project Invoice Amount	**$ 6,090.85**

Wessler Engineering, Inc.
JESSICA L LESTINSKY
Project Manager

Aged Receivables:

CURRENT	30-60	60-90	90-120	OVER 120
$6,090.85	$5,418.60	$0.00	$0.00	$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Billing Backup

WESSLER ENGINEERING, INC. Invoice 48141 Dated 10/14/2025

Wednesday, October 15, 2025
9:58:15 AM

Project 278524.00 NEW HAVEN TANGLEWOOD & HARTZELL RD

Phase 0006A CONSTRUCTION - TANGLEWOOD

Task 01CS02 CONSTRUCTION ADMIN

Professional Services

			Bill Hours	**Bill Rate**	**Charge**
Principal Engineer					
Principal Engineer					
1500	HUTTON, CHARLES	9/3/2025	2.50	250.00	625.00
	Progress MeetingStone Overage Review				
1500	HUTTON, CHARLES	9/18/2025	.50	250.00	125.00
	Stone review				
Project Manager					
Project Manager					
1502	LESTINSKY, JESSICA	9/2/2025	1.00	170.00	170.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/3/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/4/2025	2.50	170.00	425.00
	CA, PM, progress meeting				
1502	LESTINSKY, JESSICA	9/5/2025	2.50	170.00	425.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/8/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/9/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/11/2025	1.00	170.00	170.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/15/2025	2.50	170.00	425.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/17/2025	4.00	170.00	680.00
	progress meeting, site visit, PM, CA				
1502	LESTINSKY, JESSICA	9/18/2025	1.50	170.00	255.00
	CA< PM				
1502	LESTINSKY, JESSICA	9/22/2025	2.50	170.00	425.00
	PM, CA				
1502	LESTINSKY, JESSICA	9/24/2025	1.50	170.00	255.00
	PM, CA				

1502	LESTINSKY, JESSICA	9/30/2025	1.50	170.00	255.00	
	PM, CA					
Engineer I						
	Engineer I					
1513	BOURKE, ALEX	9/17/2025	3.00	125.00	375.00	
	Tweedwood Dr CCTV Review					
1518	JONES, JASPER	9/3/2025	2.25	125.00	281.25	
	Stone overage estimates					
Project Analyst II						
	Project Analyst II					
837	WITHEM, JACQUELYN	9/5/2025	.50	125.00	62.50	
	Pay APp and COI request					
837	WITHEM, JACQUELYN	9/9/2025	.25	125.00	31.25	
	COI filing and CA page updates					
837	WITHEM, JACQUELYN	9/18/2025	.25	125.00	31.25	
	Const Admin - SD					
	Totals		35.75		6,036.25	
	Total Labor					**6,036.25**

Reimbursables

Travel

EX	000000014266	9/3/2025	LESTINSKY, JESSICA / progress meeting	17.50	
EX	000000014266	9/17/2025	LESTINSKY, JESSICA / progress meeting	19.60	
		Total Reimbursables		**37.10**	**37.10**

Unit Billing

Mileage - Company vehicles

VEH 2002		25.0 Miles @ 0.70	17.50	
	Total Units		**17.50**	**17.50**

Total this Task	**$6,090.85**
Total this Phase	**$6,090.85**
Total this Project	**$6,090.85**
Total this Report	**$6,090.85**

WESSLER
ENGINEERING

More than a Project™

INVOICE

To:	CITY OF NEW HAVEN RICK KRUCHTEN 815 LINCOLN HIGHWAY EAST POST OFFICE BOX 570 NEW HAVEN, INDIANA 46774	Invoice Number: 48138 October 14, 2025

Project: 241421.00 NEW HAVEN LATERAL 3R - PHASE II

Manager: JESSICA L LESTINSKY

Professional Services for the Period: 9/1/25 to 9/30/25

Contract Amount:	**$ 307,450.00**
Amount Previously Billed:	**$ 270,144.55**
Amount Currently Billed:	**$ 4,086.25**
Contract Balance:	**$ 33,219.20**

PHASE: .06 CONSTRUCTION ADMIN

Professional Services	**Bill Hours**	**Bill Rate**	**Charge**
Project Manager	22.75	$ 170.00	$ 3,867.50
Engineer I	1.00	$ 125.00	125.00
Project Anaylis II	0.75	$ 125.00	93.75
Total Labor	**24.50**		**$ 4,086.25**

Reimbursables

	$ -
Total Reimbursables	**$ -**

Total Project Invoice Amount	**$ 4,086.25**

Wessler Engineering, Inc.
JESSICA L LESTINSKY
Project Manager

Aged Receivables:

CURRENT	30-60	60-90	90-120	OVER 120
$4,086.25	$2,743.75	$0.00	$0.00	$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Billing Backup

WESSLER ENGINEERING, INC. Invoice 48138 Dated 10/14/2025

Tuesday, October 14, 2025
10:12:33 AM

Project 241421.00 NEW HAVEN LATERAL 3R - PHASE II

Phase 00006 CONSTRUCTION

Task 01CO02 CONSTRUCTION ADMINISTRATION

Professional Services

			Bill Hours	Bill Rate	Charge
Project Manager					
	Project Manager				
1502	LESTINSKY, JESSICA CA, PM	9/3/2025	2.00	170.00	340.00
1502	LESTINSKY, JESSICA CA, PM	9/8/2025	2.00	170.00	340.00
1502	LESTINSKY, JESSICA CA, PM, submittals	9/9/2025	3.00	170.00	510.00
1502	LESTINSKY, JESSICA CA, PM	9/11/2025	1.50	170.00	255.00
1502	LESTINSKY, JESSICA CA, PM	9/12/2025	1.25	170.00	212.50
1502	LESTINSKY, JESSICA CA, PM	9/16/2025	2.50	170.00	425.00
1502	LESTINSKY, JESSICA CA, PM	9/17/2025	2.00	170.00	340.00
1502	LESTINSKY, JESSICA CA, PM	9/18/2025	2.50	170.00	425.00
1502	LESTINSKY, JESSICA PM, CA	9/22/2025	1.50	170.00	255.00
1502	LESTINSKY, JESSICA CA, PM	9/23/2025	1.00	170.00	170.00
1502	LESTINSKY, JESSICA PM, CA	9/29/2025	1.00	170.00	170.00
1502	LESTINSKY, JESSICA PM,CA	9/30/2025	2.50	170.00	425.00
Engineer I					
	Engineer I				
1518	JONES, JASPER Submittal reviews	9/16/2025	1.00	125.00	125.00

Project Analyst II						
	Project Analyst II					
837	WITHEM, JACQUELYN	9/9/2025	.25	125.00	31.25	
	Shop drawings					
837	WITHEM, JACQUELYN	9/15/2025	.50	125.00	62.50	
	Shop drawings/CA					
	Totals		24.50		4,086.25	
	Total Labor					**4,086.25**

Total this Task	**$4,086.25**
Total this Phase	**$4,086.25**
Total this Project	**$4,086.25**
Total this Report	**$4,086.25**

Contract Change Order Summary Sheet

New Haven Engineering

Project Number:	RS-24-001(B) CN	Contractor:	API Construction Corp.
Project Name:	CCMG 2024-1 Resurfacing Project	Superintendent:	Darrin Parker
Bid/Quote Date:	06/18/2024	Inspection Firm:	In-House Personnel
Bid/Quote Amount:	$ 2,256,500.00	RPR:	Jennifer Basting

Change Number	Description	Board Date	Inter Completion (date)	Subs Completion (date)	Final Completion (date)	Foreseen Change Amount		Unforeseen Change Amount		Change Order Amount	Running Change Order Total	New Contract Amount
1	COD #1.1	04/01/2025		06/30/2025	07/30/2025	$ 25,300.00	1.1 %	$ 0.00	0.0 %	$ 25,300.00	$ 25,300.00	$ 2,281,800.00
2	COD #2.1	05/20/2025		06/30/2025	07/30/2025	$ 9,050.00	0.4 %	$ 0.00	0.0 %	$ 9,050.00	$ 34,350.00	$ 2,290,850.00
3	COD #3.1	06/17/2025		06/30/2025	07/30/2025	$ 3,433.50	0.2 %	$ 0.00	0.0 %	$ 3,433.50	$ 37,783.50	$ 2,294,283.50
4	COD #4.1	07/15/2025		09/15/2025	10/15/2025	$ 0.00	0.0 %	$ 0.00	0.0 %	$ 0.00	$ 37,783.50	$ 2,294,283.50
5	COD #5.1	11/04/2025		11/01/2025	12/01/2025	$ 3,750.00	0.2 %	$ 0.00	0.0 %	$ 3,750.00	$ 41,533.50	$ 2,298,033.50
					Change Amount Totals	**$ 41,533.50**	**1.8 %**	**$ 0.00**	**0.0 %**	**$ 41,533.50**		

Original Bid Amount			$ 2,256,500.00	
Total Change Amount	F	1.8 %	$ 41,533.50	1.8 %
	UF	0.0 %		
Current Contract Amount			$ 2,298,033.50	

Completion Date Abbreviations:

- Inter Completion - Intermediate Date Change
- Subs Completion - Substantial Completion Date Change
- Final Completion - Final Completion Date Change

Contract Change Order Form

New Haven Engineering

TO: Darrin Parker
API Construction Corp.
11808 E. SR 205 E
LaOtto, IN 46763

Contract Change No: 5
Board Date: 11/4/2025
Project: RS-24-001(B) CN | CCMG 2024-1 Resurfacing Project

I. You are hereby directed to make the following changes in this Contract:

- COD #5.1 - New pay items and time extension

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price	WDC/COD
031	I-720-94840	CASTING, WATER VALVE, ADJUST TO GRADE (undistributed)	EACH	$325.00	5.00	$1,625.00	5.1
032	I-720-12798	CASTING, MANHOLE, ADJUST TO GRADE (undistributed)	EACH	$425.00	5.00	$2,125.00	5.1
					Change Order Total	**$3,750.00**	

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered part of this Change Order:

CO Detail No(s): 5.1

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order:	$ 2,294,283.50
Contract Sum shall be **increased** by this Change Order:	$ 3,750.00
New Contract Sum including this Change Order:	$ 2,298,033.50

Contract Time Prior to this Change Order:

09/15/2025 Substantial Completion Date
10/15/2025 Final Completion Date

Current Contract Time including this Change Order:

Net **increased** Substantial Completion resulting from this Change Order:	47 calendar days =	**11/01/2025 Substantial Completion Date**
Net **increased** Final Completion resulting from this Change Order:	47 calendar days =	**12/01/2025 Final Completion Date**

This change order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performances of the changed work.

The Above Changes are Recommended:	The Above Changes are Accepted:	Approved:
Jennifer Basting, In-House Personnel	Darrin Parker, API Construction Corp.	City of New Haven
Resident Project Representative	Contractor	Owner
2201 Summit Street	11808 E. SR 205 E	815 Lincoln Highway E
Address	Address	Address
New Haven, IN 46774	LaOtto, IN 46763	New Haven, IN 46774
City/State/Zip	City/State/Zip	City/State/Zip
By: Richard S Kunstler	By:	By: Richard S Kunstler
Phone: (260) 710-4898	Phone: 260-760-4677	Phone: (260) 748-7070
Date: 10-22-25	Date:	Date: 11-4-2025

Change Order Detail Form

New Haven Engineering

TO: Darrin Parker
API Construction Corp.
11808 E. SR 205 E
LaOtto, IN 46763

Change Order Detail No: 5.1 | Change Order No: 5
Initiated Date: 10/21/2025
Change Order Board Date: 11/04/2025
Project: RS-24-001(B) CN | CCMG 2024-1 Resurfacing Project

New pay items and time extension

DESCRIPTION OF WORK COVERED BY THIS CHANGE DETAIL:

COD #5.1: Casting & water valve adjustments needed to be added to the contract. The time extension is due to Crosby Excavation and the sanitary sewer replacement project that did not finish on time.

TIME EXTENSION FOR THIS CHANGE DETAIL:
TA | Time Adjustment
A contract time adjustment is required for this change and has been addressed herein.

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price
031	I-720-94840	CASTING, WATER VALVE, ADJUST TO GRADE (undistributed)	EACH	$325.00	5.00	$1,625.00
032	I-720-12798	CASTING, MANHOLE, ADJUST TO GRADE (undistributed)	EACH	$425.00	5.00	$2,125.00
					Change Order Detail Total	**$3,750.00**

REASON FOR THIS CHANGE DETAIL: Omissions

PROJECT COMPLETION DATES: Increased Substantial Completion Date of 48 calendar days

Contract Change Order Summary Sheet

New Haven Engineering

Project Number: SA-23-002(B) CN
Project Name: Tanglewood Sanitary Sewer Replacement
Bid/Quote Date: 12/05/2024
Bid/Quote Amount: $ 1,527,286.00

Contractor: Crosby Excavating, Inc.
Superintendent: Andi Adams
Inspection Firm: In-House Personnel
RPR: Tye Campbell

Change Number	Description	Board Date	Inter Completion (date)	Subs Completion (date)	Final Completion (date)	Foreseen Change Amount		Unforeseen Change Amount		Change Order Amount	Running Change Order Total	New Contract Amount
1	WDC #001	04/01/2025		09/13/2025	10/13/2025	$ 3,750.00	0.2 %	$ 0.00	0.0 %	$ 3,750.00	$ 3,750.00	$ 1,531,036.00
2	COD #2.1	05/20/2025		09/27/2025	10/27/2025	$ 0.00	0.0 %	$ 15,540.00	1.0 %	$ 15,540.00	$ 19,290.00	$ 1,546,576.00
3	COD #3.1	07/01/2025		10/02/2025	11/01/2025	$ 34,470.00	2.3 %	$ 0.00	0.0 %	$ 34,470.00	$ 53,760.00	$ 1,581,046.00
4	COD #4.1	08/05/2025		10/02/2025	11/01/2025	$ 0.00	0.0 %	$ 13,000.00	0.9 %	$ 13,000.00	$ 66,760.00	$ 1,594,046.00
5	COD #5.1, COD #5.2, COD #5.3	11/04/2025		10/02/2025	11/01/2025	$ 58,800.00	3.8 %	$ 0.00	0.0 %	$ 58,800.00	$ 125,560.00	$ 1,652,846.00
					Change Amount Totals	**$ 97,020.00**	**6.4 %**	**$ 28,540.00**	**1.9 %**	**$ 125,560.00**		

Original Bid Amount			$ 1,527,286.00	
Total Change Amount	F	6.4 %	$ 125,560.00	8.2 %
	UF	1.9 %		
Current Contract Amount			$ 1,652,846.00	

Completion Date Abbreviations:

- Inter Completion - Intermediate Date Change
- Subs Completion - Substantial Completion Date Change
- Final Completion - Final Completion Date Change

Contract Change Order Form

New Haven Engineering

TO: Andi Adams
Crosby Excavating, Inc.
1030 Osage St
Fort Wayne, IN 46808

Contract Change No: 5
Board Date: 11/4/2025
Project: SA-23-002(B) CN | Tanglewood Sanitary Sewer Replacement

I. You are hereby directed to make the following changes in this Contract:

- COD #5.1 - Additional removal and place flowable fill
- COD #5.2 - Liquidated Damages for Substantial Completion
- COD #5.3 - Concrete Curb Overruns

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price	WDC/COD
030	I-605-06120	CURB, CONCRETE (Repair - 13)	LFT	$50.00	1,700.00	$85,000.00	5.3
031	I-605-06120	CURB, CONCRETE (Curb & Gutter Repair - 15)	LFT	$55.00	(320.00)	($17,600.00)	5.3
038	I-105-06807	ADDITIONAL (85 x 12 Asphalt removal & place flowable fill)	LSUM	$1,600.00	1.00	$1,600.00	5.1
039	I-109-08359	LIQUIDATED DAMAGES (10/3/25 to 10/10/25)	DOL	($1,700.00)	6.00	($10,200.00)	5.2

Change Order Total **$58,800.00**

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered part of this Change Order:

CO Detail No(s): 5.1, 5.2, 5.3

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order:	$ 1,594,046.00
Contract Sum shall be **Increased** by this Change Order:	$ 58,800.00
New Contract Sum including this Change Order:	$ 1,652,846.00

Contract Time Prior to this Change Order:

10/02/2025 Substantial Completion Date
11/01/2025 Final Completion Date

Current Contract Time including this Change Order:

Net **unchanged** Substantial Completion resulting from this Change Order: 0 calendar days = **10/02/2025 Substantial Completion Date**
Net **unchanged** Final Completion resulting from this Change Order: 0 calendar days = **11/01/2025 Final Completion Date**

This change order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performances of the changed work.

The Above Changes are Recommended:	The Above Changes are Accepted:	Approved:
Tye Campbell, In-House Personnel	Andi Adams, Crosby Excavating, Inc.	City of New Haven
Resident Project Representative	Contractor	Owner
2201 Summit Street	1030 Osage St	815 Lincoln Highway E
Address	Address	Address
New Haven, IN 46774	Fort Wayne, IN 46808	New Haven, IN 46774
City/State/Zip	City/State/Zip	City/State/Zip
By: Richard S Kuntzler	By:	By: Richard S Kuntzler
Phone: (260) 710-4897	Phone: (260) 632-5053	Phone: (260) 748-7070
Date: 10-22-25	Date:	Date: 11-4-25

Change Order Detail Form

New Haven Engineering

TO: Shane Steigerwald
Crosby Excavating, Inc.
1030 Osage St
Fort Wayne, IN 46808

Change Order Detail No: 5.1 | Change Order No: 5
Initiated Date: 10/14/2025
Change Order Board Date: 11/04/2025
Project: SA-23-002(B) CN | Tanglewood Sanitary Sewer Replacement

Additional removal and place flowable fill

DESCRIPTION OF WORK COVERED BY THIS CHANGE DETAIL:

COD #5.1: The area in question wasn't able to be compacted properly so a field decision was made to place flowable fill so the asphalt roadway would not sink or rut in that area. This occured on Oct. 3, 2025.

TIME EXTENSION FOR THIS CHANGE DETAIL:
TAN | Time Adjustment Not Required
A contract time adjustment is not required for this change.

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price
038	I-105-06807	ADDITIONAL (85 x 12 Asphalt removal & place flowable fill)	LSUM	$1,600.00	1.00	$1,600.00

Change Order Detail Total **$1,600.00**

REASON FOR THIS CHANGE DETAIL: Owners Request

PROJECT COMPLETION DATES: Unchanged Substantial Completion Date of 0 calendar days

Change Order Detail Form

New Haven Engineering

TO: Shane Steigerwald
Crosby Excavating, Inc.
1030 Osage St
Fort Wayne, IN 46808

Change Order Detail No: 5.2 | Change Order No: 5
Initiated Date: 10/14/2025
Change Order Board Date: 11/04/2025
Project: SA-23-002(B) CN | Tanglewood Sanitary Sewer Replacement

Liquidated Damages for Substantial Completion

DESCRIPTION OF WORK COVERED BY THIS CHANGE DETAIL:

COD #5.2: The contractor was contractually obligated to be substantially complete by October 3, 2025. The actual substantial completion date was Oct. 10. Liquidated damages are calculated at 6 days x $1700/day for a total of $10,200.00

TIME EXTENSION FOR THIS CHANGE DETAIL:
TAN | Time Adjustment Not Required
A contract time adjustment is not required for this change.

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price
039	I-109-08359	LIQUIDATED DAMAGES (10/3/25 to 10/10/25)	DOL	($1,700.00)	6.00	($10,200.00)
				Change Order Detail Total		**($10,200.00)**

REASON FOR THIS CHANGE DETAIL: Owners Request

PROJECT COMPLETION DATES: Unchanged Substantial Completion Date of 0 calendar days

Change Order Detail Form

New Haven Engineering

TO: Shane Steigerwald
Crosby Excavating, Inc.
1030 Osage St
Fort Wayne, IN 46808

Change Order Detail No: 5.3 | Change Order No: 5
Initiated Date: 10/21/2025
Change Order Board Date: 11/04/2025
Project: SA-23-002(B) CN | Tanglewood Sanitary Sewer Replacement

Concrete Curb Overruns

DESCRIPTION OF WORK COVERED BY THIS CHANGE DETAIL:

COD #5.3: Concrete curb quantity adjustments

TIME EXTENSION FOR THIS CHANGE DETAIL:
TAN | Time Adjustment Not Required
A contract time adjustment is not required for this change.

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price
030	I-605-06120	CURB, CONCRETE (Repair - 13)	LFT	$50.00	1,700.00	$85,000.00
031	I-605-06120	CURB, CONCRETE (Curb & Gutter Repair - 15)	LFT	$55.00	(320.00)	($17,600.00)

Change Order Detail Total **$67,400.00**

REASON FOR THIS CHANGE DETAIL: Errors

PROJECT COMPLETION DATES: Unchanged Substantial Completion Date of 0 calendar days

Contract Change Order Summary Sheet

New Haven Engineering

Project Number: RS-24-002(B) CN
Project Name: CCMG 2024-2 Resurfacing Project
Bid/Quote Date: 12/19/2024
Bid/Quote Amount: $ 831,500.00

Contractor: API Construction Corp.
Superintendent: Aaron Lybarger
Inspection Firm: In-House Personnel
RPR: Jennifer Basting

Change Number	Description	Board Date	Inter Completion (date)	Subs Completion (date)	Final Completion (date)	Foreseen Change Amount		Unforeseen Change Amount		Change Order Amount	Running Change Order Total	New Contract Amount
1	COD #1.1	10/24/2025		11/28/2025	12/28/2025	$ 8,919.10	1.1 %	$ 0.00	0.0 %	$ 8,919.10	$ 8,919.10	$ 840,419.10
2	COD #2.1	11/04/2025		11/28/2025	12/28/2025	$ 3,750.00	0.5 %	$ 0.00	0.0 %	$ 3,750.00	$ 12,669.10	$ 844,169.10
					Change Amount Totals	**$ 12,669.10**	**1.5 %**	**$ 0.00**	**0.0 %**	**$ 12,669.10**		

<table>
<tr><td colspan="3">Original Bid Amount</td><td colspan="2">$ 831,500.00</td></tr>
<tr><td rowspan="2">Total Change Amount</td><td>F</td><td>1.5 %</td><td rowspan="2">$ 12,669.10</td><td rowspan="2">1.5 %</td></tr>
<tr><td>UF</td><td>0.0 %</td></tr>
<tr><td colspan="3">Current Contract Amount</td><td colspan="2">$ 844,169.10</td></tr>
</table>

Completion Date Abbreviations:
- Inter Completion - Intermediate Date Change
- Subs Completion - Substantial Completion Date Change
- Final Completion - Final Completion Date Change

Contract Change Order Form

New Haven Engineering

TO: Aaron Lybarger
API Construction Corp.
11808 E. SR 205 E
LaOtto, IN 46763

Contract Change No: 2
Board Date: 11/4/2025
Project: RS-24-002(B) CN | CCMG 2024-2 Resurfacing Project

I. You are hereby directed to make the following changes in this Contract:

- COD #2.1 - Additional pay items

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price	WDC/COD
030	I-720-94840	CASTING, WATER VALVE, ADJUST TO GRADE (undistributed)	EACH	$325.00	5.00	$1,625.00	2.1
031	I-720-12798	CASTING, MANHOLE, ADJUST TO GRADE (undistributed)	EACH	$425.00	5.00	$2,125.00	2.1
					Change Order Total	**$3,750.00**	

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered part of this Change Order:

CO Detail No(s): 2.1

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order:	$ 840,419.10
Contract Sum shall be **increased** by this Change Order:	$ 3,750.00
New Contract Sum including this Change Order:	$ 844,169.10

Contract Time Prior to this Change Order:

11/28/2025 Substantial Completion Date
12/28/2025 Final Completion Date

Current Contract Time including this Change Order:

Net **unchanged** Substantial Completion resulting from this Change Order:	0 calendar days =	**11/28/2025 Substantial Completion Date**
Net **unchanged** Final Completion resulting from this Change Order:	0 calendar days =	**12/28/2025 Final Completion Date**

This change order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performances of the changed work.

The Above Changes are Recommended:	The Above Changes are Accepted:	Approved:
Jennifer Basting, In-House Personnel Resident Project Representative	Aaron Lybarger, API Construction Corp. Contractor	City of New Haven Owner
2201 Summit Street Address	11808 E. SR 205 E Address	815 Lincoln Highway E Address
New Haven, IN 46774 City/State/Zip	LaOtto, IN 46763 City/State/Zip	New Haven, IN 46774 City/State/Zip
By: Richard S Kuntzler	By:	By: Richard S Kuntzler
Phone: (260) 710-4898	Phone: (260) 438-3126	Phone: (260) 748-7070
Date: 10-22-25	Date:	Date: 11-4-2025

Change Order Detail Form

New Haven Engineering

TO: Aaron Lybarger
API Construction Corp.
11808 E. SR 205 E
LaOtto, IN 46763

Change Order Detail No: 2.1 | Change Order No: 2
Initiated Date: 10/21/2025
Change Order Board Date: 11/04/2025
Project: RS-24-002(B) CN | CCMG 2024-2 Resurfacing Project

Additional pay items

DESCRIPTION OF WORK COVERED BY THIS CHANGE DETAIL:

COD #2.1: Casting & water valve adjusts need added to the contract.

TIME EXTENSION FOR THIS CHANGE DETAIL:
TAN | Time Adjustment Not Required
A contract time adjustment is not required for this change.

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price
030	I-720-94840	CASTING, WATER VALVE, ADJUST TO GRADE (undistributed)	EACH	$325.00	5.00	$1,625.00
031	I-720-12798	CASTING, MANHOLE, ADJUST TO GRADE (undistributed)	EACH	$425.00	5.00	$2,125.00
					Change Order Detail Total	**$3,750.00**

REASON FOR THIS CHANGE DETAIL: Omissions

PROJECT COMPLETION DATES: Unchanged Substantial Completion Date of 0 calendar days

INVOICE

500 East 96th St., Suite 500
Indianapolis, IN 46240
t 317.713.4615
f 317.713.4617

www.bfsengr.com

Ms. Pone Vongphachanh
City of New Haven
815 Lincoln Highway East
P.O. Box 570
New Haven, IN 46774-0570

October 20, 2025
Invoice No: 109913

Project 697300.9803 LINCOLN HIGHWAY TRAIL - INSPECTION

For engineering services performed in connection with the General Services Agreement dated January 5, 2023.

Professional Services from August 1, 2025 to September 30, 2025

Professional Personnel

	Hours	Rate	Amount	
FIELD PERSONNEL III				
Staley, Cory	1.00	160.00	160.00	
Totals	1.00		160.00	
Total Labor				**160.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	160.00	94,050.35	94,210.35	
Limit			104,900.00	
Remaining			10,689.65	
			Total this Invoice	**$160.00**

Billings to Date

	Current	**Prior**	**Total**
Labor	160.00	91,005.00	91,165.00
Unit	0.00	3,045.35	3,045.35
Totals	**160.00**	**94,050.35**	**94,210.35**

Thank You, Michael D. Eichenauer

Michael Eichenauer

Labor Detail

Butler, Fairman & Seufert, Inc.

Transactions for 8/1/2025 through 9/30/2025

		Date	Regular Hours	Total Ovt Hrs	Total Hours
Project Number: 697300.9803 LINCOLN HIGHWAY TRAIL - INSPECTION					
83891	Staley, Cory	8/4/2025	1.00		1.00
Total for 697300.9803			**1.00**		**1.00**

RQAW
DCCM

2209-0100-4313.00
Pone Vongphachanh

City of New Haven
Mayor Steve McMichael
P.O. Box 570
815 Lincoln Highway East
New Haven, IN 46774

September 30, 2025
Project No: 0000002874.0000
Invoice No: 8090
Due Date: October 30, 2025

Invoice Total **21,450.00**

Project 0000002874.0000 New Haven SS4A Plan
City of New Haven, Pone Vongphachanh - pone@newhaven.in.gov
Accountspayable@newhaven.in.gov

Professional Services from September 01, 2025 to September 30, 2025

Billing Phase	Fee	Billed To Date	Prior Fee Billing	Current Fee Billing
Task 1: Project Management	17,740.00	4,922.50	2,922.50	2,000.00
Task 10: Draft and Final Report	20,000.00	0.00	0.00	0.00
Task 11: Direct Expenses	16,000.00	1,000.00	0.00	1,000.00
Task 2: Leadership Commitment	8,860.00	2,500.00	500.00	2,000.00
Task 3: Planning Structure	20,500.00	8,500.00	2,800.00	5,700.00
Task 4: Safety Analysis	18,200.00	5,000.00	1,000.00	4,000.00
Task 5: Engagement and Collaboration	33,000.00	10,118.00	6,368.00	3,750.00
Task 6: Equity Considerations	5,000.00	4,000.00	1,000.00	3,000.00
Task 7: Policy and Process Change	10,000.00	0.00	0.00	0.00
Task 8: Strategy and Project Selection	19,700.00	0.00	0.00	0.00
Task 9: Progress and Transparency	5,000.00	0.00	0.00	0.00
Total Fee	174,000.00	36,040.50	14,590.50	21,450.00

Total Fee **21,450.00**

Total this Invoice **21,450.00**

Outstanding Invoices

Number	Date	Balance
7916	8/31/2025	10,270.50
Total		**10,270.50**

Outstanding & Current Total **31,720.50**

Current **Prior** **Total**

Billings to Date	**21,450.00**	**14,590.50**	**36,040.50**

Billing Backup

Monday, October 13, 2025

RQAW | DCCM — Invoice 8090 Dated 9/30/2025 — 3:26:17 PM

Project	0000002874.0000	New Haven SS4A Plan	
			21,450.00
		Total this Phase	**21,450.00**
		Total this Project	**21,450.00**
		Total this Report	**21,450.00**

NEW HAVEN LAND TRUST

INVOICE

FROM:
New Haven Land Trust, LLC
New Haven, IN 46774
erik@thirdcurrent.com
260.437.7239

2209-0100-4313.00
Pone Vongphachanh

TO:
City of New Haven
815 Lincoln Highway East
New Haven, IN 46774

INVOICE #: 2025-001

DATE: October 2, 2025
DUE DATE: October 31, 2025

DESCRIPTION	AMOUNT
Revitalizing downtown New Haven – Site Control (July-September)	$45,000.00
Revitalizing downtown New Haven – Site Control (October-December)	$45,000.00

TOTAL DUE: $90,000.00

NOTES:
This invoice reflects an allocation for operational expenses to support the ongoing work of the New Haven Land Trust in achieving its mission to revitalize downtown New Haven through strategic property acquisition and development coordination.

For ACH or wire instructions, please contact James Ball (260.341.1702)

Thank you for your continued partnership.

New Haven Land Trust

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).

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

SPECIAL EVENT PERMIT
APPLICATION/PERMIT

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

Permit Number:
EV-25-20

** 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	Holiday Homecoming	Type of Event	Community Event
Name of Sponsor (if applicable)	City of New Haven	Is this a new event	Yes ☐ No ■
Date of Event	November 22, 2025	Expected number attending	300-500
Start Time	5:00PM	Ending Time	8:00PM

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	yes
Sidewalk	yes	Crowd Control	no	Noise	yes
Parking	no	Use of Public Building	yes	Fire/Explosives	no
Traffic Control	yes	Temporary Structures	yes	Demolition	no
Other (Please specify)					

(Continued)

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 would close down Broadway from the tracks to Bell Ave. blocking all east west streets in between the tracks and Bell. All parking lots will remain open coming from the East and West. Green would be the alternate route for North/South traffic.

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

As specified in our emergency action plan, We request 3 officers present as well as EMS/Fire from 5:00PM-08:00PM. Payment for the 3 officers will come out of the events budget.

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.

Zach Washler	Zach K Washler	10-21-2025
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	10/27/25
Utilities	[signature]	Date Approved	10/27/25
Fire Department/EMS	John L. Hale	Date Approved	10/27/2025
Director Of Engineering	Richard S Kienzle	Date Approved	10/27/25
Parks Director	[signature]	Date Approved	10/27/25
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	

Metropolitan Title of Indiana, LLC

Commercial Division • , IN

Office Phone:(877)269-7670 Office Fax:(877)270-0534

Final Settlement Statement

Property Address:	620 Lincoln Highway, New Haven, IN 46774	**File No:**	4054-271577
		Officer:	Margaret Sklenar/MS
		Settlement Date:	
		Disbursement Date:	
		Print Date:	10/29/2025, 10:31 AM

Buyer: City of New Haven
Address: 620 Lincoln Highway, New Haven, IN 46774
Seller: Julio Lozano Fuentes; Jose M. Lozano Fuentes
Address:

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Consideration:		
900,000.00		Total Consideration		900,000.00
		Deposits in Escrow:		
	50,000.00	Receipt No. 40545101 on 08/11/2025 by New Haven Spark, Inc.		
		Prorations:		
	6,668.01	2025 Pay 2026 Prorata Taxes (Parcel I) 01/01/25 through 11/07/25 @$7,825.80/yr	6,668.01	
	1,834.25	2025 Pay 2026 Prorata Taxes (Parcel II) 01/01/25 through 11/07/25 @$2,152.74/yr	1,834.25	
	1,100.99	2025 Pay 2026 Prorata Taxes (Parcel III) 01/01/25 through 11/07/25 @$1,292.16/yr	1,100.99	
		Real Estate Broker Compensation:		
		Real Estate Broker Compensation to Bradley Company	27,000.00	
		Real Estate Broker Compensation to Xplor Commercial Real Estate	27,000.00	
		Title/Escrow Charges to:		
		Search & Exam - L3 to Metropolitan Title of Indiana, LLC	750.00	
		TI Enforcement Fund - OP - to Metropolitan Title	5.00	
		Title Update to Metropolitan Title of Indiana, LLC	250.00	
375.00		Settlement/Closing Fee (Commercial) to Metropolitan Title of Indiana, LLC	375.00	
		Electronic Service Fee - (RON) Seller (2) to Metropolitan Title of Indiana, LLC	400.00	
		Owners Premium to Metropolitan Title of Indiana, LLC	1,480.00	
50.00		ERec Deed Tsf Sales Disc full consid Multi Parcel		
25.00		ERec Deed Fee		
4.00		Title - ERecording Fee to Simplifile		
		Disbursements Paid:		
		2024 Pay 2025 Fall Taxes to Allen County Treasurer	3,912.90	
		2024 Pay 2025 Fall Taxes to Allen County Treasurer	1,076.37	
		2024 Pay 2025 Fall Taxes to Allen County Treasurer	646.08	
	840,850.75	**Cash (X From) (To) Buyer**		
		Cash (X To) (From) Seller	827,501.40	
900,454.00	900,454.00	**Totals**	900,000.00	900,000.00

RESOLUTION NO. __________

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NEW HAVEN, INDIANA, APPROVING A FORM OF PURCHASE AGREEMENT FOR REAL ESTATE LOCATED ALONG THE 400 BLOCK OF WEST LINCOLN HIGHWAY AND CERTAIN MATTERS RELATED THERETO

(*Isenbarger Property*)

WHEREAS, the Board of Public Works and Safety (the "Board") of the City of New Haven, Indiana (the "City"), has given consideration to purchasing certain real estate from Bob Isenbarger and the Estate of Elizabeth A. Isenbarger (the "Sellers") as set forth in Exhibit A attached hereto (the "Real Estate"); and

WHEREAS, the Board adopted Resolution R-25-6 (the "Resolution") expressing interest in purchasing the Real Estate on October 7, 2025; and

WHEREAS, pursuant to the Resolution and the procedure specified in Ind. Code § 36-1-10.5-5, the Board appointed two (2) appraisers to appraise the fair market value of the Real Estate; and

WHEREAS, the two (2) appraisers returned their appraisals to the Board; and

WHEREAS, the two (2) appraisals of fair market value for the Real Estate came back to the Board at $1,160,000 and $945,000, respectively; and

WHEREAS, pursuant to Ind. Code § 36-1-10.5-6, the Board may not purchase any land or structures for a price greater than the average of the two (2) appraisals received for the land or structures; and

WHEREAS, the Board now desires to approve of a purchase price, form of purchase agreement, and fees associated with a title insurance policy, all for the purchase of the Real Estate.

NOW, THEREFORE, BE IT RESOLVED by the Board, that:

1. The Board hereby acknowledges that the average of the two (2) appraisals for the Real Estate is $1,052,500.

2. The Board hereby approves a purchase price for the Real Estate of $945,000 (the "Purchase Price") and observes that this Purchase Price satisfies the requirement found in Ind. Code § 36-1-10.5-6 that such a purchase price may not be greater than the average of the two (2) appraisals received.

3. The Board hereby approves a form of Purchase and Sale Agreement (the "Purchase Agreement") for the purchase of the Real Estate as set forth in Exhibit B attached hereto.

4. The Board acknowledges that the Purchase Agreement requires that the City pay closing costs associated with obtaining a title commitment and related owner's policies and hereby approves the fees set by Metropolitan Title Company in the amount of $___________ associated with the purchase of the Real Estate.

5. The Board hereby authorizes and directs the Mayor and Clerk-Treasurer of the City to execute the Purchase Agreement and any related documents, agreements, and certificates required in order to execute the Purchase Agreement.

6. Any member of the Board or officer, employee, agent, or elected official of the City be, and hereby is, authorized and directed to take any action and execute any documents, agreements, and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements, and certificates heretofore taken or executed be, and hereby are, ratified and approved.

*****

Adopted this _____ day of November, 2025.

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

____
President

____
Member

____
Member

ATTEST:

____
Clerk-Treasurer

EXHIBIT A

Description of Property

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 436 WEST LINCOLN HIGHWAY, NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11-151-005.000-041, 02-13-11-151-006.000-041, 02-13-11-151-003.000-041, and 02-13-11-151-004.000-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.

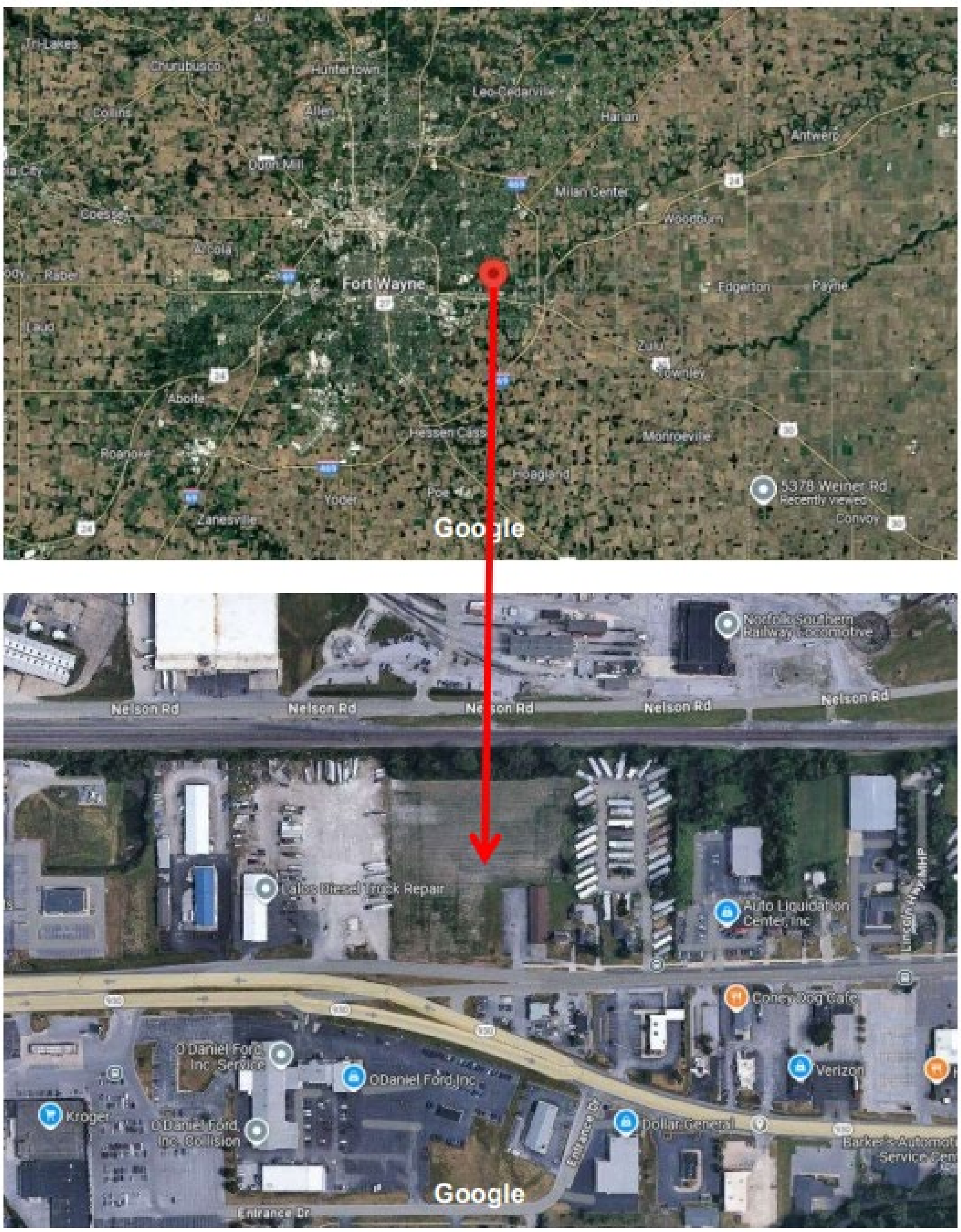


EXHIBIT B

Purchase and Sale Agreement

The form of Purchase Agreement is set forth on the immediately following page.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as hereinafter described) by and between the CITY OF NEW HAVEN, INDIANA ("**Purchaser**"), and THE ESTATE OF ELIZABETH A. ISENBARGER, by and through LISA M. ROWDABAUGH and ELAINE A. CASTERLINE, her co-Personal Representatives, ROBERT ISENBARGER, BRADLEY KOHRMAN, and TIMOTHY GREMAUX (collectively, the "**Sellers**"). In consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I.
BASIC INFORMATION

1.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

(a) **Subject of the Purchase and Sale**: Purchaser shall purchase and Sellers shall sell certain real property located in Allen County, Indiana, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Land**"), together with all rights, privileges, interests, servitudes, easements, buildings, fixtures, improvements, and appurtenances belonging or in any way pertaining thereto (collectively, the "**Property**").

(b) **Purchase Price**: The purchase price for the Property will be NINE HUNDRED FORTY-FIVE THOUSAND and 00/100 DOLLARS ($945,000.00), subject to such credits and adjustments as set forth elsewhere herein.

(c) **Title Company**: Metropolitan Title of Indiana, LLC
Chad Eldridge
9604 Coldwater Road, Suite 105
Fort Wayne, Indiana 46825
celdridge@metrotci.com
(260) 497-9469

(d) **Effective Date**: The date on which this Agreement is executed by the latter of Purchaser or Sellers as indicated by the dates on their respective signature page(s) of this Agreement.

(e) **Closing Date**: The Closing shall take place on that date that is sixty (60) days after the Effective Date, or such earlier date as is mutually acceptable to the parties.

(f) **Closing Costs**: Closing costs shall be allocated and paid as follows:

Cost	**Responsible Party**
Costs of the Title Commitment	Purchaser
Premium for standard form of owner's title policy to be delivered at Closing in the amount of the Purchase Price	Purchaser
Premium for any additional title coverage and/or any endorsements to the title policy	Purchaser
Costs of the Survey	N/A
Recording Fees for deed and mortgage lien release documents, if any	Sellers

Any escrow fee charged by Title Company for conducting the Closing	Purchaser ½ Sellers ½
Real Estate Sales commission (if any)	N/A
All other costs, fees and expenses, including attorneys' fees incurred by or on behalf of such party	Purchaser and Sellers are each responsible for their own

1.2 **Notice Addresses.**

If to Purchaser:

City of New Haven
815 Lincoln Highway East
New Haven, IN 46774
Attn: Angela Hamrick, Clerk-Treasurer

With a copy to:

Pone Vongphachanh
815 Lincoln Highway East
New Haven, IN 46774
Email: pone@newhaven.in.gov

Maxwell Adams
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Email: max.adams@btlaw.com

If to Sellers:

The Estate of Elizabeth A. Isenbarger, by and through
Lisa M. Rowdabaugh and Elaine A. Casterline,
co-Personal Representatives
17231 Poe Road
Ossian, IN 46774
Email: lmrowdy14@aol.com
Email: kirlaine24@yahoo.com

Bob Isenbarger
1027 Straford Road
New Haven, IN 46774
Email: bisenbarger@msn.com

Bradley Kohrman
11406 Moeller Road
New Haven, IN 46774
Email: bjkohrman2239@aol.com

Timothy Gremaux
29824 Westfield Street
Livonia, MI 48150
Email: tgremaux45@sbcglobal.net

II.
PURCHASE PRICE

2.1 **Purchase Price**. Purchaser shall pay to the Sellers the Purchase Price at Closing by wire transfer of immediately available funds.

III.
CLOSING

3.1 **Closing**. The closing of the transaction contemplated herein (the "**Closing**") shall be held on or before the Closing Date. The Closing shall be held in escrow through the office of the Title Company, or at such other location as may be acceptable to both parties in accordance with the following:

(a) **Sellers' Closing Documents**. On the Closing Date, so long as Purchaser is not in default hereunder, Sellers shall cause to be delivered to the Title Company the following items, documents and instruments in the form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

(i) A Limited Warranty Deed (the "**Deed**") conveying title to the record description of the Land to Purchaser subject only to the Permitted Exceptions (as hereinafter defined).

(ii) A vendor's affidavit sufficient for the Title Company to delete the standard exceptions for non-survey matters from the Purchaser's title policy.

(iii) Affidavits stating that Sellers are not "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(iv) Counterpart of a general assignment and bill of sale ("**General Assignment**") conveying any and all personal property to Purchaser.

(v) Counterpart of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing.

(vi) Counterpart of a Disclosure of Sales Information Form as required by Ind. Code § 6-1.1-5.5 ("**Sales Disclosure**").

(vii) Any other documents reasonably required by the Title Company or Purchaser to consummate and evidence the transaction contemplated hereby.

(b) **Purchaser's Closing Documents**. At the Closing, the Purchaser shall cause to be delivered to Sellers or the Title Company:

(i) The Purchase Price in immediately available funds, as otherwise adjusted for the amounts and credits set forth herein.

(ii) A counterpart of the Closing Statement, General Assignment, and Sales Disclosure.

(iii) Any other documents reasonably required by the Title Company to consummate and evidence the transaction contemplated hereby.

3.2 **Possession**. Possession of the Property shall be delivered to Purchaser at Closing, subject to the Permitted Exceptions. Subject to the representations and warranties of Sellers set forth in this Agreement and any document delivered by Sellers at Closing, the Property will be delivered at Closing in its "as-is" condition.

3.3 **Condition to Closing**. Purchaser's obligation to purchase the Property shall be subject to there being no material adverse changes in the Property or any of the items approved by Purchaser during the Due Diligence Period. In addition, Purchaser's obligation to purchase the Property shall be subject to completion of all governmental approvals required by law, including without limitation the following: (a) all government approvals for the acquisition of the Property by the Purchaser; and (b) approval by the Board of Public Works and Safety of the City of New Haven, Indiana, as the purchasing agent of the Purchaser, of the Purchase Price and this Agreement. In the event Purchaser is unable to satisfy the foregoing conditions on or before the Closing Date, then Purchaser may terminate this Agreement by written notice to Sellers.

IV.
PURCHASER'S INSPECTIONS

4.1 **Inspection Period**. Purchaser shall have until that date which is sixty (60) days following the Effective Date (such period being the "**Inspection Period**"), for Purchaser and Purchaser's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Purchaser may reasonably desire to assess the condition of the Property; provided, however, that Purchaser shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property substantially to its condition prior to any such activities immediately after conducting the same. Prior to the expiration of the Inspection Period, if, for any reason whatsoever, Purchaser determines that the Property is not satisfactory, then Purchaser may terminate this Agreement by delivering notice of such termination to Sellers. If Purchaser fails to give such notice of termination as aforesaid, Purchaser shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect.

4.2 **Sellers' Information**. Within two (2) business days following the Effective Date, Sellers shall deliver to Purchaser copies of the following items relative to the Property (to the extent such items are in Sellers' possession): leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; documentation regarding water, sanitary sewer, gas and other utilities serving the Property; environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; any existing title commitments or title insurance policies; tax bills affecting the Property (or any portion thereof) for the past three years; any permits affecting the Property; evidence of zoning and any conditions of development imposed upon the Property; existing boundary, topography, or other surveys; and the Underlying Contracts (collectively, the "**Sellers Information**").

4.3 **Title and Survey**. Within three (3) days of the Effective Date, Sellers shall order and promptly furnish to Purchaser a preliminary title commitment for an ALTA owner's policy of title insurance with respect to the Property from the Title Company, together with complete and legible copies of all instruments and documents referred to as exceptions to title (the "**Title Commitment**"). In addition to any surveys of the Property in Sellers' possession at the time of Effective Date, Sellers may, within three (3) days of the Effective Date, order and promptly deliver to Purchaser an ALTA/ACSM land title survey of the Property from a reputable licensed surveyor (the "**Survey**") at Sellers' sole cost. Sellers shall convey good, marketable and insurable fee simple title to the Property to Purchaser, free and clear of all liens and encumbrances, subject only to the Permitted (i) the lien of taxes not yet due and payable, (ii) all matters revealed by the Title Commitment or the Survey, if any, and waived or not timely objected to by Purchaser pursuant to this Section 4.3, and (iii) any other matters of title to which Purchaser shall expressly consent in writing (the "**Permitted Exceptions**"). Upon the later of (i) the expiration of the Inspection Period or (ii) five (5) business days following Purchaser's receipt of the Title Commitment and Survey, Purchaser may provide Sellers notice of any matters revealed by the Title Commitment or Survey which adversely affect the Property and as to which Purchaser reasonably objects (the "**Objection Notice**"). Sellers shall respond to the Objection Notice within five (5) days thereof indicating whether Sellers agree to cure such objections (the "**Sellers' Response**"). In the event Sellers' Response indicates that Sellers are unwilling or unable to cure any objections, then Purchaser may, in its discretion, within five (5) days of the date of Sellers' Response, terminate this Agreement. Notwithstanding the foregoing, Sellers agree to cure any monetary encumbrances of the Property (e.g. mortgages and mechanics' liens) at or prior to Closing, and in no event shall any monetary encumbrances constitute Permitted Exceptions.

V.
CONDEMNATION AND CASUALTY

5.1 **Condemnation and Casualty**. If, prior to the Closing, a material portion of the Property is damaged by a casualty or is destroyed, or is taken under power of eminent domain, then Sellers shall promptly give to Purchaser written notice thereof ("**Sellers' Notice**") and Purchaser shall be entitled, as its sole remedy, to terminate this Agreement upon written notice given to Sellers within ten (10) days of Purchaser's receipt of Sellers' Notice. In the event that Purchaser does not terminate this Agreement pursuant to the immediately preceding sentence or the damage does not involve a material portion of the Property, Purchaser shall close this transaction on the date and at the Purchase Price herein agreed, and Sellers will assign to Purchaser Sellers' right in and to any insurance proceeds payable in connection with the casualty or Sellers' portion of any condemnation award, as the case may be, up to the amount of the Purchase Price. For purposes of this Section 5.1, a "material portion" of the Property shall mean that portion which, if destroyed, taken or condemned, would (i) eliminate access to any portion of the remainder to which access is available as of the Effective Date, or (ii) cause any material non-compliance with any applicable law, ordinance, rule or regulation of any federal, state or local authority or governmental agency having jurisdiction over the Land.

VI.
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 **Representations and Warranties**. Sellers represent and warrant to Purchaser as follows:

(a) Sellers have full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof. The individuals who have executed this Agreement on behalf of any Seller as that Seller's co-Personal Representative has been duly authorized to do so.

(b) None of the Sellers are a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and regulations and, therefore, none is not a "foreign person".

(c) There is no agreement to which any Seller is a party or by which to any Seller's knowledge that Seller is bound that is in conflict with this Agreement. Sellers are the sole owners of the Property, and no party other than the Sellers has or claims any unrecorded or undisclosed legal or equitable interest therein. No person or entity has a lease, license, or other right to use the Property.

(d) There are no agreements, rights of first refusal, leases, rights of first offer, options or other instruments or agreements in effect with respect to the Property.

(e) Sellers have not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property.

(f) Sellers represent and warrant that neither the Sellers nor, to the best of the Sellers' knowledge, any previous owner of the Property has used, generated, stored, released or disposed of any Hazardous Substances, as hereinafter defined, on the Property. Sellers shall comply with all laws, governmental standards and regulations applicable to Sellers and/or to the Property in connection with occupational, health and safety Hazardous Substances and environmental matters prior to Closing. No notification of release of a Hazardous Substance has been filed as to the Property, and Sellers shall promptly notify Purchaser of Sellers' receipt of any notice of any violation of any such law, standards or regulations. As used herein, the term "**Hazardous Substances**" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, petroleum, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes.

(g) There is no litigation, proceeding or investigation pending or, to Sellers' knowledge, threatened against or involving Sellers or the Property, and Sellers do not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser, Sellers or Sellers' title to or use of the Property, either before or after Closing.

(h) There are no agreements, obligations, or other rights of third parties related to the Property.

(i) Except as may be specifically provided for herein, or as specifically assumed by Purchaser, Purchaser shall not assume nor be responsible in any way for any liabilities of Sellers, whether arising out of the performance of services by Sellers, the use of the Property by Sellers or otherwise.

6.2 **Representations and Warranties**. Each of the warranties set forth in Section 6.1 shall survive the Closing for a period of one (1) year and except to the extent waived or modified in writing at or before Closing shall be deemed confirmed on the date of Closing.

VII.
COMMISSIONS/EXPENSES

7.1 **Brokerage Fees**. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement contemplated for the purchase and sale of the Property. The parties represent and warrant to each other that no broker will be entitled to a commission with regard to this transaction. The parties agree to indemnify each other from and against any claims related to its breach of the foregoing representation.

7.2 **Real Estate Taxes**. Purchaser assumes and agrees to pay all assessments for municipal improvements, if any, becoming a lien after Closing and so much of the real estate taxes and other taxes assessed for and becoming a lien during the calendar year in which Closing occurs as shall be allocable to it on or after Closing and Sellers shall pay the balance of such taxes and assessments. Sellers shall pay prior to or at Closing any applicable gross income tax and all taxes which are due and payable at or prior to Closing. Any real estate taxes or assessments not assumed by Purchaser and which are not due and payable at the time of Closing shall be allowed to Purchaser as a credit against the cash payment required at Closing, and Sellers shall not be further liable for such taxes.

VIII.
DEFAULT AND REMEDIES

8.1 **Purchaser's Defaults**. If Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Sellers' breach hereof and fails to correct such failure within five (5) business days of written notice given by Sellers, Sellers shall be entitled, as its sole remedy (whether at law or in equity), to terminate this Agreement in full satisfaction of claims against Purchaser hereunder.

8.2 **Seller's Defaults**. If Sellers fail to perform their obligations pursuant to this Agreement at or prior to Closing for any reason except for Purchaser's breach hereof and fails to correct such failure within five (5) business days of written notice given by Purchaser, or if prior to Closing Purchaser discovers any one or more of Sellers' representations, warranties, or covenants are breached in any material respect, Purchaser shall elect, as its sole right and remedy (whether at law or in equity), either to (i) terminate this Agreement by giving Sellers timely written notice of such election prior to or at Closing, or (ii) waive said failure or breach and proceed to Closing.

8.3 **Attorneys' Fees**. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.

8.4 **Escrow Cancellation**. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to the Title Company for any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

8.5 **Survival**. The provisions of this **Article VIII** and any indemnities set forth in this Agreement shall survive the termination of this Agreement.

IX.
NOTICES

9.1 **Notices**. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be given and deemed to be delivered and/or received (a) the date when sent if sent by email on a business day (otherwise delivery shall be deemed on the next succeeding business day) and so long as a duplicate copy is sent the same day by overnight delivery; (b) upon receipt if hand delivered; (c) the following business day after being sent by overnight delivery by a recognized overnight courier service; or (d) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, addressed to the parties as set forth in Section 1.2. The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

X.
ESCROW INSTRUCTIONS

10.1 **Supplemental Escrow Instructions**. Upon execution of this Agreement, the parties shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company for consummation of the transaction contemplated herein. Sellers and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

XI.
MISCELLANEOUS

11.1 **No Modifications; Merger**. This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration or modification hereof shall be binding unless in writing and signed by both parties. All representations, warranties and covenants contained herein shall be deemed to be merged into the deed to be delivered by Sellers to Purchaser hereunder.

11.2 **Invalidity**. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.3 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

11.4 **Assignment**. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Sellers and their respective legal representatives, successors and permitted assigns. Sellers shall not assign this Agreement, in whole or in part, without the prior written approval of Purchaser, which consent may be withheld in Purchaser's sole discretion. Purchaser may assign this Agreement in whole, without the prior written approval of Sellers, provided that any such assignee shall assume all of the duties, obligations and liabilities of Purchaser under this Agreement.

11.5 **Confidentiality**. Sellers shall make no public disclosure of the terms of this transaction without the prior written consent of Purchaser unless legally compelled to do so (by deposition, interrogatory, request for documents, subpoena, civil investigation or demand or similar process or by law), except that Sellers may discuss the transaction in confidence with its members, attorneys, lenders, representatives, agents, contractors, proposed joint ventures, or prospective mortgagees.

11.6 **Captions**. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

11.7 **No Partnership**. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Purchaser and Sellers or their successors in interest; and the obligations of Purchaser hereunder are joint and several.

11.8 **No Recordation**. Purchaser and Sellers agree not to record this Agreement or any memorandum hereof.

11.9 **Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

11.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts (.pdf format) of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day.

11.11 **Waiver of Jury Trial**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROPERTY, THE CONVEYANCE INSTRUMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION AND SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

[*remainder of page intentionally blank; signature pages to follow*]

EXECUTED by Sellers the 24th day of October, 2025.

THE ESTATE OF ELIZABETH A ISENBARGER,
by and through her co-Personal Representative
LISA M. ROWDABAUGH

By: ________________________________
Name: Lisa M. Rowdabaugh
Title: co-Personal Representative

THE ESTATE OF ELIZABETH A ISENBARGER,
by and through her co-Personal Representative
ELAINE A. CASTERLINE

By: ________________________________
Name: Elaine A. Casterline
Title: co-Personal Representative

By: ________________________________
Name: Robert Isenbarger

By: ________________________________
Name: Bradley Kohrman

By: ________________________________
Name: Timothy Gremaux

EXECUTED by Purchaser the _____ day of October, 2025.

CITY OF NEW HAVEN, INDIANA

By: ___________________________________
Steven S. McMichael, Mayor

ATTEST:

By: ___________________________________
Angela Hamrick, Clerk-Treasurer

EXHIBIT A
LEGAL DESCRIPTION

The Property is described as follows:

Parcel 1: 02-13-11-151-005.000-041
Parcel 2: 02-13-11-151-006.000-041
Parcel 3: 02-13-11-151-003.000-041
Parcel 4: 02-13-11-151-004.000-041

(Commonly known as 436 & 440-450 W. Lincoln Highway, New Haven, Indiana 46774)

RESOLUTION NO. __________

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NEW HAVEN, INDIANA, APPROVING A FORM OF PURCHASE AGREEMENT FOR REAL ESTATE LOCATED AT 620 LINCOLN HIGHWAY W AND CERTAIN MATTERS RELATED THERETO

(*Fuentes Property*)

WHEREAS, the Board of Public Works and Safety (the "Board") of the City of New Haven, Indiana (the "City"), has given consideration to purchasing certain real estate from Julio Lozano Fuentes and Jose Lozano Fuentes (the "Sellers") as set forth in Exhibit A attached hereto (the "Real Estate"); and

WHEREAS, the Board adopted Resolution R-25-7 (the "Resolution") expressing interest in purchasing the Real Estate on October 7, 2025; and

WHEREAS, pursuant to the Resolution and the procedure specified in Ind. Code § 36-1-10.5-5, the Board appointed two (2) appraisers to appraise the fair market value of the Real Estate; and

WHEREAS, the two (2) appraisers returned their appraisals to the Board; and

WHEREAS, the two (2) appraisals of fair market value for the Real Estate came back to the Board at $950,000 and $925,000, respectively; and

WHEREAS, pursuant to Ind. Code § 36-1-10.5-6, the Board may not purchase any land or structures for a price greater than the average of the two (2) appraisals received for the land or structures; and

WHEREAS, the Board now desires to approve of a purchase price, form of purchase agreement, and fees associated with a title insurance policy, all for the purchase of the Real Estate.

NOW, THEREFORE, BE IT RESOLVED by the Board, that:

1. The Board hereby acknowledges that the average of the two (2) appraisals for the Real Estate is $937,500.

2. The Board hereby approves a purchase price for the Real Estate of $900,000 (the "Purchase Price") and observes that this Purchase Price satisfies the requirement found in Ind. Code § 36-1-10.5-6 that such a purchase price may not be greater than the average of the two (2) appraisals received.

3. The Board hereby approves a form of Purchase and Sale Agreement (the "Purchase Agreement") for the purchase of the Real Estate as set forth in Exhibit B attached hereto.

4. The Board acknowledges that the Purchase Agreement requires that the City pay closing costs associated with obtaining a title commitment and related owner's policies and hereby approves the fees set by Metropolitan Title Company in the amount of $___________ associated with the purchase of the Real Estate.

5. The Board hereby authorizes and directs the Mayor and Clerk-Treasurer of the City to execute the Purchase Agreement and any related documents, agreements, and certificates required in order to execute the Purchase Agreement.

6. Any member of the Board or officer, employee, agent, or elected official of the City be, and hereby is, authorized and directed to take any action and execute any documents, agreements, and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements, and certificates heretofore taken or executed be, and hereby are, ratified and approved.

*****

Adopted this _____ day of November, 2025.

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

____
President

____
Member

____
Member

ATTEST:

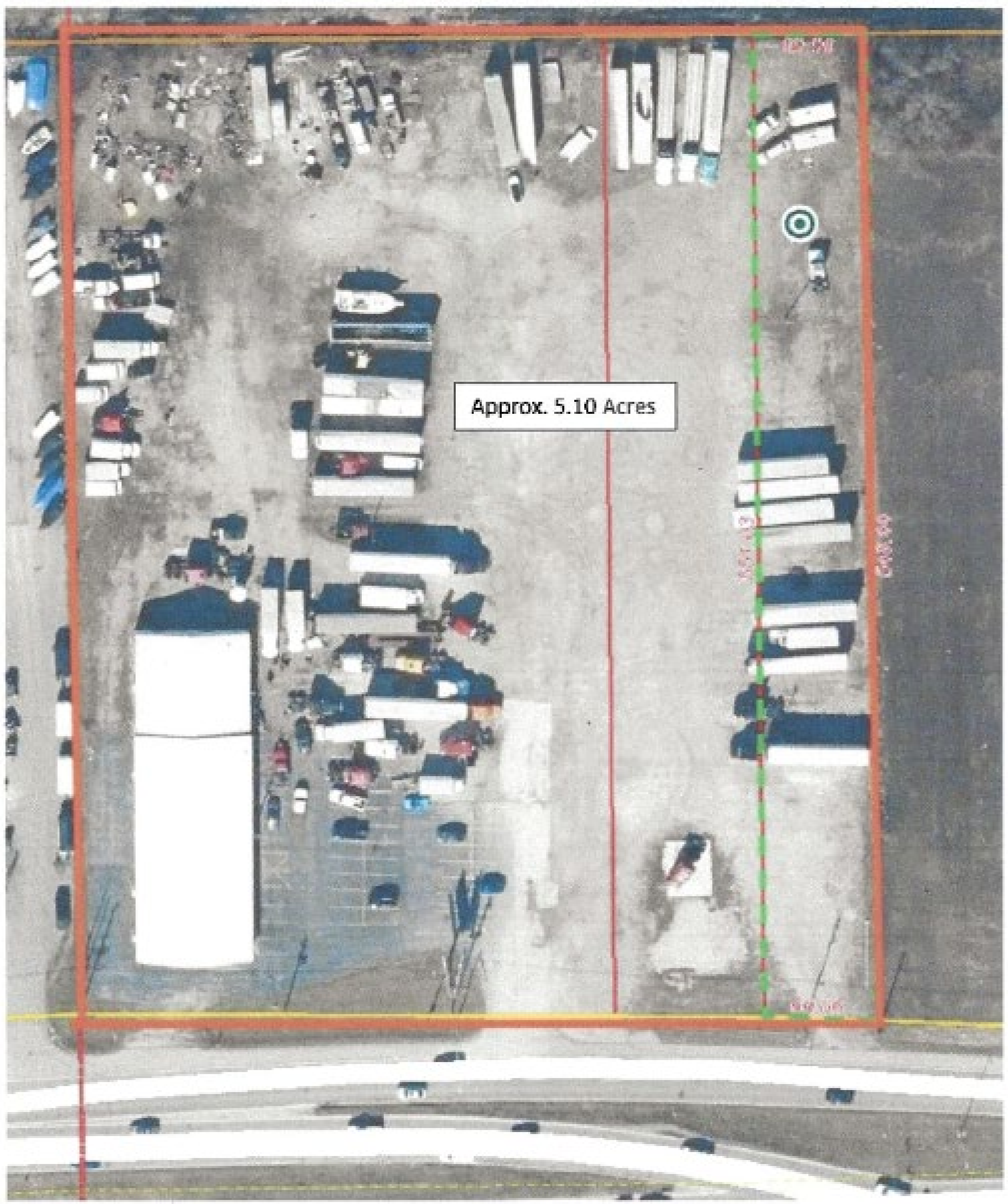
____
Clerk-Treasurer

<u>**EXHIBIT A**</u>

Description of Property

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 620 LINCOLN HWY W, NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11- 151-001.000-041 & 02-13-11-151-002.000-041 & 02-13-11-151-003.001-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.



<u>EXHIBIT B</u>

Purchase and Sale Agreement

The form of Purchase Agreement is set forth on the immediately following page.

AMENDMENT, ASSIGNMENT, AND ASSUMPTION
OF PURCHASE AND SALE AGREEMENT

THIS AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of ____________ ___, 2025 (the "**Amendment Effective Date**"), by and among JULIO LOZANO FUENTES and JOSE M. LOZANO FUENTES (collectively "**Seller**"), NEW HAVEN SPARK, INC., an Indiana nonprofit corporation ("**Assignor**"), and the CITY OF NEW HAVEN, INDIANA ("**Assignee**") (each a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Assignor and Seller entered into that certain Purchase and Sale Agreement dated as of July 31, 2025 (the "**Purchase Agreement**"), whereby Seller agreed to sell to Assignor, and Assignor agreed to purchase, certain real property located in Allen County, Indiana, as more particularly described in the Purchase Agreement (the "**Property**");

B. Pursuant to Section XI.4 of the Purchase Agreement, Assignor has the right, without Seller's consent, to assign its right to purchase the Property to Assignee, provided that any such assignee shall assume all of the duties, obligations and liabilities of Assignor under the Purchase Agreement;

C. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights, liabilities, duties and obligations under the Purchase Agreement with respect to the Property; and

D. Assignee and Seller desire to modify and amend the Agreement as hereinafter set forth as of the Amendment Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, effective on the Amendment Effective Date, the Parties agree as follows:

1. Capitalized Terms; Recitals. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Purchase Agreement. The foregoing recitals are true and correct and are hereby incorporated in this Amendment by reference.

2. Assignment and Assumption. Assignor hereby transfers, assigns, and sets over all of its right, title, and interest in, to, and under the Purchase Agreement to Assignee, including without limitation, Assignor's interest in the Earnest Money. Assignee hereby accepts such assignment of the Purchase Agreement and assumes all liabilities and obligations of Assignor under the Purchase Agreement accruing on and after the Amendment Effective Date and agrees to be bound by and perform the obligations of Assignor under the Purchase Agreement accruing on and after the Amendment Effective Date.

3. Extension of Closing Date. The Closing Date, as defined in Section I.1 of the Purchase Agreement, is hereby extended thirty (30) days from the Amendment Effective Date, or such earlier date as is mutually acceptable to the Assignee and Seller. Notwithstanding the foregoing, the Assignee and Seller agree to cooperate in good faith and use commercially reasonable efforts to complete the Closing on or around November 7, 2025.

4. Successors and Assigns. The provisions of this Amendment shall apply to, bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties agree that signatures transmitted by electronic means such as DocuSign or scanned and emailed shall have the legal effect of original signatures.

6. No Modification of Purchase Agreement. Except as expressly set forth herein, this Amendment does not amend or otherwise modify or limit any of the provisions of the Purchase Agreement.

7. Choice of Law. Construction and interpretation of this Amendment shall be governed by the laws of the State of Indiana.

8. Authority. Each Party hereby represents to the other that it has full power and authority to execute, deliver and perform its obligations hereunder.

[Remainder of this page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, this Amendment has been executed by Assignor as of the Amendment Effective Date.

<u>ASSIGNOR</u>:

NEW HAVEN SPARK, INC., an Indiana nonprofit corporation

By: ___________________________________

Randy Price, President

[Signatures continue on following pages]

IN WITNESS WHEREOF, this Amendment has been executed by Assignee as of the Amendment Effective Date.

<u>ASSIGNEE</u>:

CITY OF NEW HAVEN, INDIANA

By: ____________________________________
Steven S. McMichael, Mayor

ATTEST:

By: ________________________________
Angela Hamrick, Clerk-Treasurer

[Signatures continue on following page]

IN WITNESS WHEREOF, this Amendment has been executed by Seller as of the Amendment Effective Date.

SELLER:

By: ______________________________
Julio Lozano Fuentes

By: ______________________________
Jose M. Lozano Fuentes

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as hereinafter described) by and among the CITY OF NEW HAVEN, INDIANA ("**Buyer**"), and JULIO LOZANO FUENTES and JOSE M. LOZANO FUENTES (collectively, "**Seller**"). In consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I.
BASIC INFORMATION

1.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

(a) **Subject of the Purchase and Sale**: Buyer shall purchase and Seller shall sell certain real property located in Allen County, Indiana, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Land**"), together with all rights, privileges, interests, servitudes, easements, buildings, fixtures, improvements, and appurtenances belonging or in any way pertaining thereto (collectively, the "**Property**").

(b) **Purchase Price**: The purchase price for the Property will be nine hundred thousand and 00/100 Dollars ($900,000.00), subject to such credits and adjustments as set forth elsewhere herein.

(c) **Earnest Money**: Fifty Thousand and 00/100 Dollars ($50,000.00) which sum shall be deposited in a non-interest bearing account in accordance with Section 2.2 below.

(d) **Title Company**: Metropolitan Title of Indiana, LLC
Chad Eldridge
9604 Coldwater Road, Suite 105
Fort Wayne, Indiana 46825
celdridge@metroci.com
(260) 497-9469

(e) **Effective Date**: The date on which this Agreement is executed by the latter of Buyer or Seller as indicated by the dates on their respective signature page(s) of this Agreement.

(f) **Closing Date**: The Closing shall take place on that date that is thirty (30) days after the expiration of the Due Diligence Period, or such earlier date as is mutually acceptable to the parties.

(g) **Closing Costs**: Closing costs shall be allocated and paid as follows:

Cost	**Responsible Party**
Costs of the Title Commitment	Seller
Premium for standard form of owner's title policy to be delivered at Closing in the amount of the Purchase Price	Seller
Premium for any additional title coverage and/or any endorsements to the title policy	Seller
Costs of the Survey	Seller
Recording Fees for deed and mortgage lien release documents, if any	Seller
Any escrow fee charged by Title Company for holding the Earnest Money or conducting the Closing	Buyer ½ Seller ½
Real Estate Sales commission (if any)	Seller
All other costs, fees and expenses, including attorneys' fees incurred by or on behalf of such party	Buyer and Seller are each responsible for their own

1.2 **Notice Addresses.**

If to Buyer:

City of New Haven, Indiana
815 Lincoln Highway East
New Haven, IN 46774

With a copy to:

Pone Vongphachanh
815 Lincoln Highway East
New Haven, IN 46774
Email: pone@newhaven.in.gov

Maxwell Adams
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Email: max.adams@btlaw.com

Chad Voglewede
Bradley Company
127 West Wayne Street, Suite 400
Fort Wayne, IN 46802
Email: cvoglewede@bradleyco.com

If to Seller:

Julio Fuentes
3103 E Olivo Ave
Hidalgo, TX, 78657
[ ]
[ ]
Email:lore0873@gmail.com

With a copy to: James Jamicich Jr
Xplor Commercial Real Estate
127 W Berry St, Suite 700
Fort Wayne, IN, 46802
Email: jjamicich@xplorcommercial.com

II.
PURCHASE PRICE

2.1 **Purchase Price**. Buyer shall pay to the Seller the Purchase Price to Seller at Closing by wire transfer of immediately available funds.

2.2 **Earnest Money**. Seller shall open an escrow with the Title Company no later than five (5) days following the Effective Date of this Agreement. Buyer shall deposit the Earnest Money in escrow with the Title Company within five (5) days following the establishment of the escrow (the "**Earnest Money**"). The Earnest Money shall be applied to the Purchase Price at Closing or returned to Buyer, as applicable, on the following terms. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid by Title Company to Seller at Closing and applied as a credit to Buyer's account for payment of the Purchase Price. In the event that Buyer elects, at Buyer's discretion, to terminate this Agreement, the Earnest Money shall be promptly returned by Title Company to Buyer, and Buyer shall have no further obligations hereunder, except those expressly surviving termination.

III.
CLOSING

3.1 **Closing**. The closing of the transaction contemplated herein (the "**Closing**") shall be held on or before the Closing Date. The Closing shall be held in escrow through the office of the Title Company, or at such other location as may be acceptable to both parties in accordance with the following:

(a) **Seller's Closing Documents**. On the Closing Date, so long as Buyer is not in default hereunder, Seller shall cause to be delivered to the Title Company the following items, documents and instruments in the form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

(i) A Limited Warranty Deed (the "**Deed**") conveying title to the record description of the Land to Buyer subject only to the Permitted Exceptions (as hereinafter defined).

(ii) A vendor's affidavit sufficient for the Title Company to delete the standard exceptions for non-survey matters from the Buyer's title policy.

(iii) An affidavit stating that Julio Lozano Fuentes is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(iv) An affidavit stating that Jose M. Lozano Fuentes is a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(v) Counterpart of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing.

(vi) Counterpart of a Disclosure of Sales Information Form as required by Ind. Code § 6-1.1-5.5 ("**Sales Disclosure**").

(vii) Any other documents reasonably required by the Title Company or Buyer to consummate and evidence the transaction contemplated hereby.

(b) **Buyer's Closing Documents**. At the Closing, the Buyer shall cause to be delivered to Seller or the Title Company:

(i) The Purchase Price, less the Earnest Money already deposited, in immediately available funds, as otherwise adjusted for the amounts and credits set forth herein.

(ii) A counterpart of the Closing Statement and the Sales Disclosure.

(iii) Any other documents reasonably required by the Title Company to consummate and evidence the transaction contemplated hereby.

3.2 **Possession**. Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions. Subject to the representations and warranties of Seller set forth in this Agreement and any document delivered by Seller at Closing, the Property will be delivered at Closing in its "as-is" condition.

3.3 **Condition to Closing**. Buyer's obligation to purchase the Property shall be subject to there being no material adverse changes in the Property or any of the items approved by Buyer during the Due Diligence Period. In addition, Buyer's obligation to purchase the Property shall be subject to completion of all governmental approvals required by law, including without limitation the following: (a) all government approvals for the acquisition of the Property by the Buyer; and (b) approval by the Board of Public Works and Safety of the City of New Haven, Indiana, as the purchasing agent of the Buyer, of the Purchase Price and this Agreement. In the event Buyer is unable to satisfy the foregoing conditions on or before the Closing Date, then Buyer may terminate this Agreement by written notice to Seller.

IV.
BUYER'S INSPECTIONS

4.1 **Due Diligence Period**. Buyer shall have until that date which is sixty (60) days following the Effective Date (such period being the "**Due Diligence Period**"), for Buyer and Buyer's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Buyer may reasonably desire to assess the condition of the Property; provided, however, that Buyer shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property substantially to its condition prior to any such activities immediately after conducting the same. Prior to the expiration of the Due Diligence Period, if, for any reason whatsoever, Buyer determines that the Property is not satisfactory, then Buyer may terminate this Agreement by delivering notice of such termination to Seller. In the event of such termination, the Earnest Money shall be returned to Buyer, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those that expressly survive the termination of this Agreement. If Buyer fails to give such notice of termination as aforesaid, Buyer shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect.

4.2 **Seller's Information**. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer copies of the following items relative to the Property (to the extent such items are in Seller's possession): leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; documentation regarding water, sanitary sewer, gas and other utilities serving the Property; environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; any existing title commitments or title insurance policies; tax bills affecting the Property (or any portion thereof) for the past three years; any permits affecting the Property; evidence of zoning and any conditions of development imposed upon the Property; existing boundary, topography, or other surveys; and the Underlying Contracts (collectively, the "**Seller Information**").

4.3 **Title and Survey**. Within three (3) days of the Effective Date, Seller shall order and promptly furnish to Buyer a preliminary title commitment for an ALTA owner's policy of title insurance with respect to the Property from the Title Company, together with complete and legible copies of all instruments and documents referred to as exceptions to title (the "**Title Commitment**"). In addition to any surveys of the Property in Seller's possession at the time of Effective Date, Seller shall, within three (3) days of the Effective Date, order and promptly deliver to Buyer an ALTA/ACSM land title survey of the Property from a licensed surveyor chosen by Buyer (the "**Survey**") at Seller's sole cost. Seller shall convey good, marketable and insurable fee simple title to the Property to Buyer, free and clear of all liens and encumbrances, subject only to the Permitted (i) the lien of taxes not yet due and payable, (ii) all matters revealed by the Title Commitment or the Survey, if any, and waived or not timely objected to by Buyer pursuant to this Section 4.3, and (iii) any other matters of title to which Buyer shall expressly consent in writing (the "**Permitted Exceptions**"**)**. Upon the later of (i) the expiration of the Due Diligence Period or (ii) twenty (20) business days following Buyer's receipt of the Title Commitment and Survey, Buyer may provide Seller notice of any matters revealed by the Title Commitment or Survey which adversely affect the Property and as to which Buyer reasonably objects (the "**Objection Notice**"). Seller shall respond to the Objection Notice within ten (10) days thereof indicating whether Seller agrees to cure such objections (the "**Seller's Response**"). In the event Seller's Response indicates that Seller is unwilling or unable to cure any objections, then Buyer may, in its discretion, within five (5) days of the date of Seller's Response, terminate this Agreement. In the event of such termination, the Earnest Money shall be returned to Buyer, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those that expressly survive the termination of this Agreement. Notwithstanding the foregoing, Seller agrees to cure any monetary encumbrances of the Property (e.g. mortgages and mechanics' liens) at or prior to Closing, and in no event shall any monetary encumbrances constitute Permitted Exceptions.

V.
CONDEMNATION AND CASUALTY

5.1 **Condemnation and Casualty**. If, prior to the Closing, a material portion of the Property is damaged by a casualty or is destroyed, or is taken under power of eminent domain, then Seller shall promptly give to Buyer written notice thereof ("**Seller's Notice**") and Buyer shall be entitled, as its sole remedy, to terminate this Agreement upon written notice given to Seller within ten (10) days of Buyer's receipt of Seller's Notice. In the event that Buyer does not terminate this Agreement pursuant to the immediately preceding sentence or the damage does not involve a material portion of the Property, Buyer shall close this transaction on the date and at the Purchase Price herein agreed, and Seller will assign to Buyer Seller's right in and to any insurance proceeds payable in connection with the casualty or Seller's portion of any condemnation award, as the case may be, up to the amount of the Purchase Price. For purposes of this Section 5.1, a "material portion" of the Property shall mean that portion which, if destroyed, taken or condemned, would (i) eliminate access to any portion of the remainder to which access is available as of the Effective Date, or (ii) cause any material non-compliance with any applicable law, ordinance, rule or regulation of any federal, state or local authority or governmental agency having jurisdiction over the Land.

VI.
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 **Representations and Warranties**. Seller represents and warrants to Buyer as follows:

(a) Seller has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof. The individual who has executed this Agreement on behalf of Seller as Seller's Attorney in Fact has been duly authorized to do so.

(b) Julio Lozano Fuentes is not a "foreign person" under the Foreign Investment in Real Property Tax Act.

(c) Jose M. Lozano Fuentes is a "foreign person" under the Foreign Investment in Real Property Tax Act.

(d) There is no agreement to which Seller is a party or by which to Seller's knowledge Seller is bound that is in conflict with this Agreement. Seller is the sole owner of the Property, and no party other than Seller has or claims any unrecorded or undisclosed legal or equitable interest therein. No person or entity has a lease, license, or other right to use the Property.

(e) There are no agreements, rights of first refusal, leases, rights of first offer, options or other instruments or agreements in effect with respect to the Property.

(f) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property.

(g) Seller represents and warrants that neither Seller nor, to the best of Seller's knowledge, any previous owner of the Property has used, generated, stored, released or disposed of any Hazardous Substances, as hereinafter defined, on the Property. Seller shall comply with all laws, governmental standards and regulations applicable to Seller and/or to the Property in connection with occupational, health and safety Hazardous Substances and environmental matters prior to Closing. No notification of release of a Hazardous Substance has been filed as to the Property, and Seller shall promptly notify Buyer of Seller's receipt of any notice of any violation of any such law, standards or regulations. As used herein, the term "**Hazardous Substances**" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, petroleum, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes.

(h) There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Buyer, Seller or Seller's title to or use of the Property, either before or after Closing.

(i) There are no agreements, obligations, or other rights of third parties related to the Property.

(j) Except as may be specifically provided for herein, or as specifically assumed by Buyer, Buyer shall not assume nor be responsible in any way for any liabilities of Seller, whether arising out of the performance of services by Seller, the use of the Property by Seller or otherwise.

6.2 **Representations and Warranties**. Each of the warranties set forth in Section 6.1 shall survive the Closing for a period of one (1) year and except to the extent waived or modified in writing at or before Closing shall be deemed confirmed on the date of Closing.

VII.
COMMISSIONS/EXPENSES

7.1 **Brokerage Fees**. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement contemplated for the purchase and sale of the Property, other than for Chad Voglewede of Bradley Company ("**Buyer's Broker**") and James Jamicich, JR of Xplor ("**Seller's Broker**"), which shall each be entitled to a three percent (3%) commission payable at Closing. The parties represent and warrant to each other that no other broker will be entitled to a commission with regard to this transaction. The parties agree to indemnify each other from and against any claims related to its breach of the foregoing representation.

7.2 **Real Estate Taxes**. Buyer assumes and agrees to pay all assessments for municipal improvements, if any, becoming a lien after Closing and so much of the real estate taxes and other taxes assessed for and becoming a lien during the calendar year in which Closing occurs as shall be allocable to it on or after Closing and Seller shall pay the balance of such taxes and assessments. Seller shall pay prior to or at Closing any applicable gross income tax and all taxes which are due and payable at or prior to Closing. Any real estate taxes or assessments not assumed by Buyer and which are not due and payable at the time of Closing shall be allowed to Buyer as a credit against the cash payment required at Closing, and Seller shall not be further liable for such taxes.

VIII.
DEFAULT AND REMEDIES

8.1 **Buyer's Defaults**. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Seller's breach hereof and fails to correct such failure within five (5) business days of written notice given by Seller, Seller shall be entitled, as its sole remedy (whether at law or in equity), to terminate this Agreement in full satisfaction of claims against Buyer hereunder.

8.2 **Seller's Defaults**. If Seller fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Buyer's breach hereof and fails to correct such failure within five (5) business days of written notice given by Buyer, or if prior to Closing Buyer discovers any one or more of Seller's representations, warranties, or covenants are breached in any material respect, Buyer shall elect, as its sole right and remedy (whether at law or in equity), either to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, or (ii) waive said failure or breach and proceed to Closing.

8.3 **Attorneys' Fees**. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.

8.4 **Survival**. The provisions of this **Article VIII** and any indemnities set forth in this Agreement shall survive the termination of this Agreement.

IX.
NOTICES

9.1 **Notices**. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be given and deemed to be delivered and/or received (a) the date when sent if sent by email on a business day (otherwise delivery shall be deemed on the next succeeding business day) and so long as a duplicate copy is sent the same day by overnight delivery; (b) upon receipt if hand delivered; (c) the following business day after being sent by overnight delivery by a recognized overnight courier service; or (d) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, addressed to the parties as set forth in Section 1.2. The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

X.
ESCROW INSTRUCTIONS

10.1 **Supplemental Escrow Instructions**. No later than five (5) days of execution of this Agreement, Seller shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company as the Earnest Money escrow holder for consummation of the transaction contemplated herein. Seller and Buyer agree to execute such additional and supplementary reasonable escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

XI.
MISCELLANEOUS

11.1 **No Modifications; Merger**. This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration or modification hereof shall be binding unless in writing and signed by both parties. All representations, warranties and covenants contained herein shall be deemed to be merged into the deed to be delivered by Seller to Buyer hereunder.

11.2 **Invalidity**. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.3 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

11.4 **Assignment**. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. Seller shall not assign this Agreement, in whole or in part, without the prior written approval of Buyer, which consent may be withheld in Buyer's sole discretion. Buyer may assign this Agreement in whole, without the prior written approval of Seller, provided that any such assignee shall assume all of the duties, obligations and liabilities of Buyer under this Agreement.

11.5 **Confidentiality**. Seller shall make no public disclosure of the terms of this transaction without the prior written consent of Buyer unless legally compelled to do so (by deposition, interrogatory, request for documents, subpoena, civil investigation or demand or similar process or by law), except that Seller may discuss the transaction in confidence with its members, attorneys, lenders, representatives, agents, contractors, proposed joint ventures, or prospective mortgagees.

11.6 **Captions**. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

11.7 **No Partnership**. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Buyer and Seller or their successors in interest; and the obligations of Buyer hereunder are joint and several.

11.8 **No Recordation**. Buyer and Seller agree not to record this Agreement or any memorandum hereof.

11.9 **Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

11.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts (.pdf format) of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day.

11.11 **Waiver of Jury Trial**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROPERTY, THE CONVEYANCE INSTRUMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION AND SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

[*remainder of page intentionally blank; signature pages to follow*]

EXECUTED by Seller the _____ day of ___________, 2025.

SELLER:

By: ________________________________
Julio Lozano Fuentes

By: ________________________________
Jose M. Lozano Fuentes

EXECUTED by Buyer the _____ day of ___________, 2025.

CITY OF NEW HAVEN, INDIANA

By: ___________________________________
Steven S. McMichael, Mayor

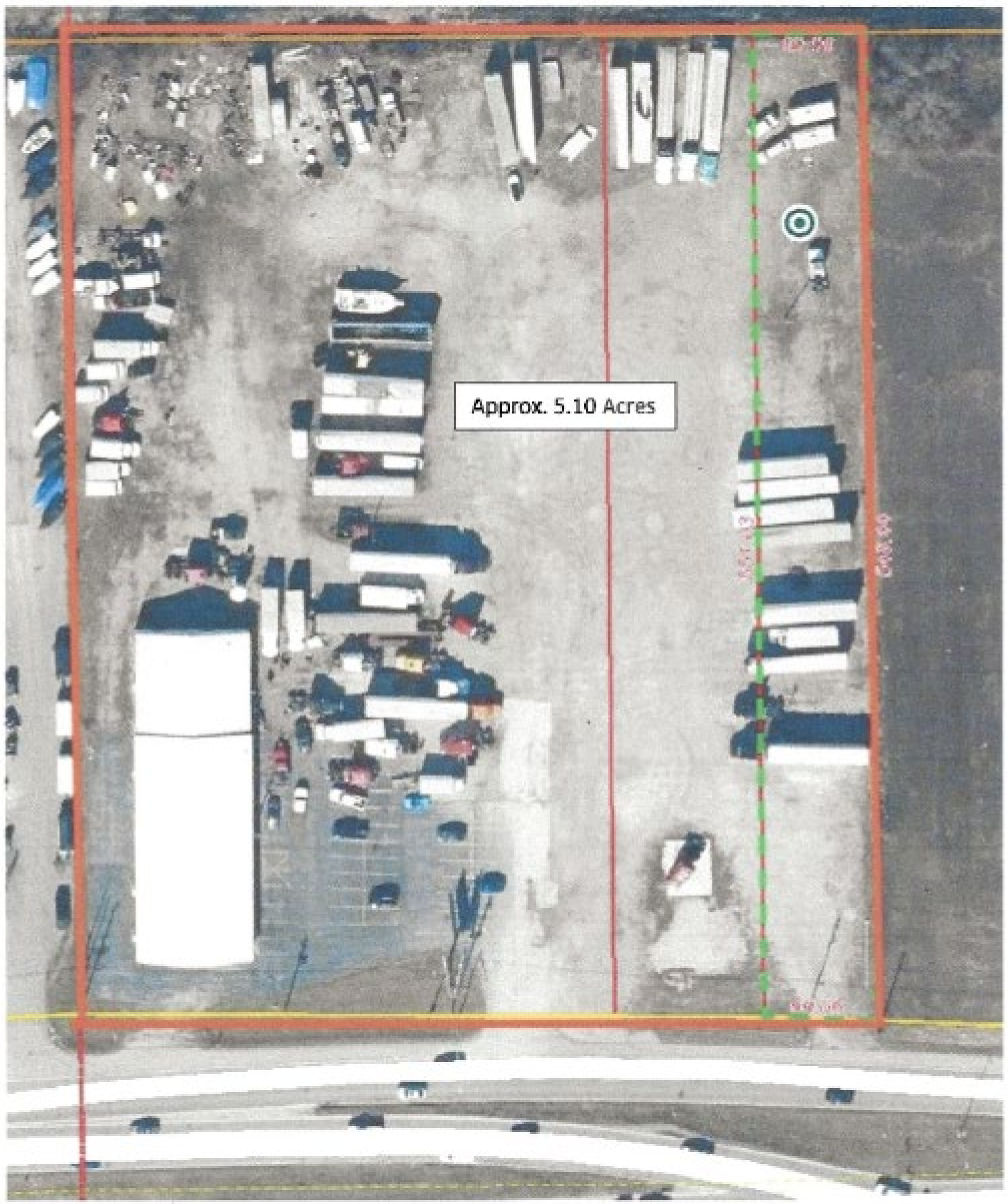
ATTEST:

By: ___________________________________
Angela Hamrick, Clerk-Treasurer

EXHIBIT A
LEGAL DESCRIPTION

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 620 LINCOLN HWY W NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11- 151-001.000-041 & 02-13-11-151-002.000-041 & 02-13-11-151-003.001-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.



DMS 41531742.4

RESOLUTION NO. __________

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NEW HAVEN, INDIANA, APPROVING AN AMENDMENT TO THE CITY'S PARKING SCHEDULES

WHEREAS, Title VII, Chapter 71, Schedule VI of the Code of Ordinances (the "Code") of the City of New Haven, Indiana (the "City"), authorizes the Board of Public Works and Safety of the City (the "Board") to amend the laws regulating or prohibiting parking on public streets or highways within the City by resolution; and

WHEREAS, the Board has determined that it is necessary to amend the City's Designated No Parking Zones schedule set forth in Title VII, Chapter 71, Schedule I of the Code to include the north side of Berwick Lane between Scots Lane and Heine Court (the "New No Parking Zone").

NOW, THEREFORE, BE IT RESOLVED, by the Board of Public Works and Safety of the City of New Haven, Indiana, that:

1. The Board hereby amends the existing Designated No Parking Zones schedule set forth in Title VII, Chapter 71, Schedule I of the Code to include the New No Parking Zone.

2. The Board hereby approves for inclusion in Title VII, Chapter 71, Schedule I of the Code the addition of the New No Parking Zone in the form set forth below:

Street	***Side(s)***	***Location***
Berwick Lane	North side	From Scots Lane to Heine Court

3. The Clerk-Treasurer of the City shall amend Title VII, Chapter 71, Schedule I of the Code to include that additional portion of the road defined in Section 2 of this Resolution.

4. The limitations prescribed in this Resolution shall not apply to:

a. Any other roads or highways in the City, unless specifically described herein or otherwise already enacted in City Code and Indiana law;

b. Fire trucks or other emergency vehicles or vehicle on emergency business involved in the saving of life or property;

c. Road repair, construction, or maintenance vehicles while involved in the repair, construction, or maintenance of roads within the City;

d. Garbage service vehicles while involved in the provision of services to residents of the City; or

e. School buses titled to a municipal entity and used to transport school children to and from athletic games, events or school functions.

5. In accordance with § 70.999 of the Code, a person convicted of violating any provision of Title VII of the Code shall be punished by a fine of not more than One Thousand Dollars ($1,000.00) per violation, unless there is another penalty expressly provided by law.

6. The Board hereby directs the publication of a notice of the passage and adoption of this resolution.

7. The Board shall procure and have posted appropriate signs along the New No Parking Zone as required by the laws of the State of Indiana. The provisions of this Resolution shall not become effective until the Board has caused to be posted such signs.

*****

Adopted this _____ day of November, 2025.

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

____
Presiding Officer

Attest:

____
Secretary

NHPD Items for Disposal 11/04/2025

HP EliteBook Laptop S/N 5CG0126K94

4RE Watchguard camera systems

Serial Numbers: All begin with DVR2-042403, 042503, 078375, 053028, 064178, 042525

7 body microphones for systems, no serial numbers.

Whelen Howler: N19967

ICOM Fire Radio: 5166167, 51110714

Fenix Inner Edge Lightbars: 134788, 2 Fusion inner edge no serial numbers

Fenix Breaker Panel: 136278

MPH Enforcer Radar: ENF937000943

Computer monitors:

- ASUS C7LMQS016188
- Acer 52403430485
- Dell CN-06DWKN-TV200-79E-0QDT-A01
- Acer 84504977142
- HP 2MN838NPC8
- LG 006NDJX9X340

NEW HAVEN POLICE DEPARTMENT
VEHICLE PURSUIT POLICY

I. PURPOSE

The purpose of this policy is to establish guidelines concerning the operation of departmental vehicles during pursuit conditions.

II. POLICY

This agency recognizes the need for a comprehensive policy covering the operation of departmental vehicles. It is the policy of the New Haven Police Department that all officers operate city owned or controlled vehicles with due regard for the safety of all persons and that safety is to be the first and foremost concern of all its personnel.

All departmental personnel operating vehicles in a law enforcement capacity shall be thoroughly familiar with all the laws of the State of Indiana concerning the use of emergency vehicles and equipment as well as applicable departmental procedures.

Under Indiana Code 9-21-1-8, drivers of authorized emergency vehicles are granted exemptions from certain traffic laws when exercising their official duties.

III. DEFINITIONS

A. Authorized emergency vehicle - Vehicles operated by a police agency, department or office, or the Department of Corrections, that are designated and used as an authorized emergency vehicle in accordance with IC 9-21-20 and properly equipped with red and blue signal lamps and/or a siren, whistle or bell as required/permitted by IC 9-19.

B. Emergency Driving-In compliance with IC 9-21-1-8, the person who drives an authorized emergency vehicle when the vehicle is using audible or visual signals, as required by law and who is responding to an emergency call or fire, or who is in the pursuit of an actual or suspected violator of the law.

C. Lawful Intervention Technique - A method by which law enforcement officers, including pursuing authorized emergency vehicles, cause, or attempt to cause, a fleeing motor vehicle to stop (see IC 9-21-1-0.5). The term includes a precision immobilization technique (PIT) maneuver.

D. Paralleling - When officers, not directly involved in a pursuit or a failure to yield situation, are traveling in the same direction or on an intercept course with the intent to be in a position to assist. Officers paralleling a pursuit are considered part of the pursuit, regardless of their proximity to the pursuit. Paralleling must be done with due regard for the safety of all persons.

E. PIT (Precision Immobilization Technique) - A technique used by a trained law enforcement officer operating an authorized emergency vehicle to make contact at controlled speeds with the violator vehicle being pursued in order to push the rear of the violator vehicle to the point it spins causing the violator vehicle to stop.

F. Primary Officer - The officer(s) in the lead police vehicle during a pursuit.

G. Pursuit (Vehicle) - Pursuing or following a person who knowingly or intentionally flees from a law enforcement officer after an officer has been identified, by visible or audible means and ordered the person to stop with intent to detain, apprehend or arrest. This also includes any officer who is trailing the pursuit or attempting to enter the pursuit regardless of proximity to it.

H. Termination (of a pursuit) - When an involved officer either voluntarily stops pursuing a vehicle, or is ordered to stop pursuing a vehicle, and complies with the procedures of termination in this uniform statewide policy.

IV. PURSUIT DRIVING

A. General Requirements:

1. Authorized personnel operating an authorized emergency vehicle shall engage emergency lights, and should engage the siren as appropriate, when participating in a pursuit. The Primary Officer in the pursuit shall engage emergency lights and siren.

2. Consideration for the risk to public safety is the primary concern when personnel initiate or assist in any vehicle pursuit. Officers shall use their discretion, within the guidelines of this procedure, when initiating or assisting in a pursuit. Involved officers and commanders shall continually evaluate the situation and should terminate the pursuit when the totality of the risks to the public's safety clearly outweighs the need for immediate apprehension.

B. Legal Requirements:

1. In compliance with IC 9-21-1-8, the person who drives an authorized emergency vehicle when the vehicle is using audible or visual signals, as required by law in the pursuit of an actual or suspected violator of the law, may:

   a. Park or stand, notwithstanding other provisions of IC 9-21;

   b. Proceed past a red or stop signal/stop sign, after slowing down as necessary for safe operation;

   c. Exceed the maximum speed limits if the operator does not endanger life or property; or

   d. Disregard regulations governing direction of movement or turning in specified directions.

2. The foregoing privileges do not relieve the person who drives an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons nor shall such privileges protect the person who drives an authorized emergency vehicle from the consequences of the person's reckless disregard for the safety of others.

3. Personnel shall use due regard in all emergency/pursuit driving situations, as dictated by roadway conditions; density of vehicular and/or pedestrian traffic; visibility; terrain; limitations of emergency equipment; and other relevant circumstances.

C. Vehicle Pursuits

1. A pursuit should not begin, nor should it be continued, when the need for immediate apprehension is very low and the totality of risk to public safety is very high.

2. Each officer shall consider the following prior to initiating, becoming involved, or continuing in a pursuit:

   a. The violation the person is known to have committed, is wanted for or suspected of.

   b. Imminent danger to the public based on the totality of the circumstances.

   c. Time of day.

   d. Officer's familiarity with the surroundings and population density.

   e. Potential danger if the offender is not apprehended immediately.

   f. Positive identification of the driver; and

   g. Other considerations, including but not limited to vehicle and pedestrian traffic conditions, road conditions, visibility, terrain, speed and capability of the pursued vehicle, and limitations of emergency equipment and vehicles.

   h. All the above guidelines shall be continually evaluated throughout the duration of the pursuit.

   i. If a pursuit is terminated or concludes with the apprehension of the vehicle/suspect, the procedures contained in section VIII. Termination of a Pursuit shall be adhered to.

3. If a marked authorized emergency vehicle joins the pursuit, officers operating motorcycles or unmarked vehicles shall relinquish the lead in a pursuit, when safe and feasible to do so, to the marked authorized emergency vehicle.

D. Assisting Officers, Duties and Responsibilities:

1. Any officer paralleling a pursuit is considered part of the pursuit (regardless of proximity to it).

2. Officers deploying tire deflation devices (successful or not), setting up roadblocks or applying lawful intervention techniques shall report these to the primary officer for documentation.

3. Vehicle pursuits should be limited to three police department emergency vehicles (two pursuit vehicles and supervisor vehicles). However, the number of vehicles involved will vary with the circumstances. An officer or supervisor may request that additional vehicles join a pursuit if, after assessing the factors, it appears that the number of officers involved would be insufficient to safely arrest the number of suspects. All other officers shall stay out of the pursuit but should remain alert to its progress and location.

4. Officers who are not involved in the pursuit should remain in their assigned areas, should not parallel the pursuit route and should not become involved with the pursuit unless directed otherwise by a supervisor. Uninvolved officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public. Those Officers may utilize stop sticks on the suspect vehicle if needed but should not become further involved in the pursuit unless able to notate a reasonable need to become further involved.

E. Communications:

1. When a vehicle pursuit has been initiated, the appropriate dispatch center shall be notified by radio.

2. The dispatch center initially receiving notification and information related to the pursuit, shall consider the following:

    a. Obtain, when safe and feasible to do so, the description of the suspect vehicle, suspect (if available), number of visible occupants, location, direction of travel and reason for the pursuit.

    b. Immediately rebroadcasting to dispatch, applicable Mutual Aid talk groups and other frequencies as needed, the description and current location of the pursued vehicle, and route of travel (if known) and any additional information as needed.

    c. Advise other units to hold all non-emergency radio transmissions.

    d. When feasible to do so, contact command on call if command is not on duty and advise them of the pursuit.

e. Use discretion and brevity in all radio transmissions.

f. Upon termination of the pursuit and any subsequent related emergency, (e.g. vehicle crashes and foot pursuits) initiate a dispatch for resumption of routine radio traffic.

V. USE OF FORCE

A. Officers shall not:

1. Discharge a firearm at or from a vehicle except in situations where deadly force is allowed by law.
2. Use police vehicles as a weapon except in situations where deadly force is allowed by law.

VI. LAWFUL INTERVENTION TECHNIQUES

A. Roadblocks will only be used when the threat is so great that the vehicle must be stopped for the safety of the general public and/or officers.

B. Roadblocks - roadblocks shall be setup as follows:

1. Emergency lighting shall be in operation on authorized emergency vehicles used as stationary roadblocks.
2. Authorized emergency vehicles used as stationary roadblocks shall not be occupied.
3. Privately owned vehicles shall not be commandeered to be used as a roadblock.
4. Roadblocks shall be set up where it will afford clear visibility to traffic in all directions.
5. Remove all vehicles and people not associated with the roadblock from the area.
6. Roadblocks must be positioned in such a location and manner that the suspect can see the roadblock and have sufficient time and distance to come to a stop prior to the roadblock.
7. Rolling roadblocks are not recommended, but they may be used in circumstances where it is

necessary to protect a third party. Non-police vehicles shall not be used to conduct a rolling roadblock.

B. Tire Deflation Devices (TDD)

1. Authorized law enforcement personnel preparing to use TDD shall:

   a. Seek a proper place of cover/concealment from which to deploy the TDD;

   b. If possible, deploy the TDD as per the manufacturer's specifications across the path of the target vehicle;

   c. Take into consideration the totality of the circumstances in Section IV(C) prior to deploying TDD; and

   d. After deployment (successful or not) the deploying officer shall be responsible for gathering and securing (out of the roadway) the deployed device.

2. Tire deflation devices should not be used as a hand weapon.

C. Precision Immobilization Technique (PIT)

1. An officer may employ the PIT maneuver against a pursued vehicle to terminate a pursuit or prevent a pursued vehicle from continued operation under the following conditions:

   a. The officer has been trained and approved to conduct the PIT maneuver.

   b. In the judgment of the officer, the fleeing vehicle must be stopped immediately to safeguard life or preserve public safety.

   c. The officer takes into account the safety of the public, the occupants of the fleeing vehicle and the officer involved.

   d. The totality of the circumstances in Section IV(C); and

   e. Is used in accordance with agency, department or office training guidelines.

2. Whenever possible, sufficient back-up officers should be available at the time the PIT maneuver is employed to prevent the violator (vehicle) from escaping after initially coming to rest.

3. When used in accordance with agency, department or office training guidelines, the PIT maneuver shall be considered a non-deadly use of force.

VII. TERMINATION OF A PURSUIT

A. Termination of a Pursuit:

1. The decision to terminate a pursuit can be made by either the Primary Officer or any supervisor or command personnel of the primary pursuing agency, department, or office, including a duty officer. Additionally, each agency, department or office with involved officers may make an independent determination to end their officers' participation in the pursuit.

2. The pursuit shall be terminated when the totality of the risk to the public's safety clearly outweighs the need for immediate apprehension.

3. If the pursuit is terminated through the implementation of a lawful intervention technique, the Primary Officer shall immediately notify the primary dispatch center and the supervisor or command personnel of the primary pursuing agency, department, or office.

4. If the pursuit involves an injury or death, the Primary Officer shall immediately notify the primary dispatch center and the supervisor or command personnel of the primary pursuing agency, department or office.

B. Termination with apprehension - officers shall (if possible or practicable):

1. Conduct a high-risk stop and should not rush the vehicle; and

2. Attempt to utilize an officer, other than the Primary Officer, to make the physical arrest or transport the suspect to jail.

C. Voluntary or ordered termination - officers shall immediately contact communications and advise:

1. All emergency equipment (lights and siren) has been deactivated.

2. Location where the pursuit was terminated.

3. The suspect's last known location, direction of travel: and

4. The officer's actions taken to terminate the pursuit, (stop or turn in the opposite direction).

5. Due to safety concerns, the officer may check the immediate area after the pursuit has been terminated for any vehicle accidents, or evidence associated with the pursuit. The Officer will follow all traffic laws with no emergency equipment activated, (unless necessary).

VIII. PURSUITS INTO OTHER STATES

A. Pursuits that cross state lines shall only be made in accordance with the policies of the pursuing agency and the laws of the state that is being entered.

B. Upon apprehension, the pursued suspect(s) remain in the custody of the officer(s) of the other state until extradition is granted by the other state.

C. Once a law enforcement agency from the other state has entered the pursuit, the Officer will become the secondary unit and assist the primary unit. At anytime a second Officer from the other state enters the pursuit the NHPD Officer will remove themselves from the pursuit unless safety concerns can be depicted, (must be concerns outside of the scope of a normal pursuit, ex. known weapons, excess occupants).

IX. DUTIES OF PRIMARY UNIT

A. The primary pursuing officer will notify the dispatcher that a vehicle pursuit has been initiated, as soon as practicable provide information including but not limited to:

1. The location, direction of travel, and estimated speed of the suspect’s vehicle.
2. The description of the suspect’s vehicle including the license plate number, if known.
3. The reason for the pursuit.
4. The use of firearms, threat of force, violence, injuries, hostages, or other unusual hazards.
5. The number of occupants and identity if known.
6. The weather, road and traffic conditions.
7. The need for additional resources or equipment.
8. The identity of other law enforcement agencies involved if any.

B. Once a secondary unit becomes involved and when practical will then take over all radio traffic related to section (A) as outlined above.

C. The officer of the primary unit is responsible for all reports, arrests, and corresponding paperwork unless otherwise told by the supervisor.

D. The primary unit should consult with the supervisor in charge for information on charges to be filed, and or additional assistance.

X. DUTIES OF SUPERVISOR

A. A supervisor will be notified of a department pursuit and shall take control of the pursuit at that time. The supervisor shall also:

1. Constantly monitor the pursuit.
2. Consider terminating the pursuit when necessary.
3. Ensure tactics are in conformance with department policy.
4. Ensure only the necessary number of units are involved.
5. Ensure proper radio channels and procedures are in use.
6. Ensure allied agencies are notified.
7. The supervisor should proceed to the termination point if an apprehension is made and provide appropriate assistance and supervision at the scene.
8. The supervisor will make the decision on the need for additional support units to be called out.
9. In the event of an serious accident, injury or large amount of property damage because of the pursuit the on duty Sergeant or Corporal shall make the scene to aid in directing the investigation.
10. In the event of a crash and/or personal injury is involved by any party, a law enforcement agency other than the New Haven Police Department will be requested to work the crash investigation if the pursuit is initiated by NHPD.
11. If no command is on duty at the time of the pursuit, command on call is responsible for the above subsections under section (X) once notified of the pursuit. Subsections 7 & 9 will be at the discretion of command on call however, they will respond to the scene if requested to do so by officers involved.

XI. ANNUAL TRAINING

A. This uniform statewide policy and any additional pursuit policies, procedures, regulations, and rules of the agency, department or office shall be reviewed annually during the mandatory in-service training adopted by the Law Enforcement Training Board.

XII. REVIEW BOARD

A. The Pursuit Review Board shall meet to determine compliance with the laws, orders, rules, and policies on all vehicle pursuits that involve an Officer of the New Haven Police Department whether as a primary unit or assisting an agency. The three (3) member board will be appointed by the Chief of Police and will consist of the following members:

1. One member shall be rank of Corporal or Sergeant to serve as Board Chairman.
2. One member, regardless of rank, shall be a certified EVO Instructor.
3. One member shall be the rank of First-Class Patrolman or Detective.

B. The above members may be substituted with other officers depending on availability and involvement in the pursuit. The Chief or Deputy Chief will assign substitute members as needed.

Effective Date: 05/01/2012	Last Updated: 11/04/2025	Changed By: Chief Krueger

NEW HAVEN POLICE DEPARTMENT
SHIFT BID POLICY

I. PURPOSE

The purpose of this policy is to establish a departmental procedure for the New Haven Police Department regarding yearly shift bids for uniform patrol personnel.

II. POLICY

It will be the policy of the New Haven Police Department to bid shift assignments for all members assigned to uniform patrol. Seniority will be used to establish bidding rights. K-9 teams will be assigned a shift based upon overall need to the department and through the Chief of Police. The Chief of Police shall have sole authority to assign personnel regardless of seniority if a conflict should arise.

III. DEFINITIONS

Shift: Shall refer to an Officer's scheduled period of work, specifically the time of day a group of Officers work together.

Bid: Shall refer to an Officer's attempt to attain a specific shift work assignment.

Seniority: Shall refer to an Officer's length of service with the New Haven Police Department as a full-time Officer.

VI. PROCEDURES

All uniformed Officer's of the New Haven Police Department shall have the opportunity to bid for a specific shift based upon seniority each year.

Criteria:

A. Officers shall bid on shifts in an open format during a mandatory staff meeting sometime in the month of November. Bidding shall take place under the following conditions:

1. All uniform officers are required to select from the following shifts:
   A- Shift 0545-1345hrs.
   B- Shift 1345-2145hrs.
   C- Shift 2145-0545hrs.

2. Each shift will consist of one Seargeant, one Corporal and depending on departmental needs and availability one K9 unit and 4 patrol Officers.

3. In order of seniority, Sergeants will bid first, then Corporals, K9 units and then Officers. All will write down their shift bid in an open format. This will continue down the line of seniority until all uniform officers have placed their bid.

4. In the event that a uniformed officer cannot attend the mandatory staff meeting they will be provided with a shift bid form prior to the meeting listing their choice of shifts 1, 2 or 3. One (1) will represent their first choice of shifts, two (2) will represent their second choice of shift and three (3) will represent their third choice of shift. If there is a last-minute emergency that keeps an officer from attending the mandatory staff meeting, then a phone call to the Chief of Police or the Deputy Chief with their shift bid will suffice.

5. The Chief of Police or his/her designee will then assign officers to shifts based upon seniority according to the individual bid request.

6. Sergeants, Corporals, K9 handlers and Patrol Officer's seniority will be based upon service time from the date of appointment to the New Haven Police Department as a full time officer.

7. K-9 Officers will take part in the normal shift bids based off department seniority. The Chief of Police will retain the option of assigning shifts to K-9 Officers under certain circumstances (e.g. all K-9 Officers all end up on the same shift after bidding takes place).

8. Detectives wishing to return to uniform patrol from Investigations will need to partake in the open shift bid process.

9. If an internal change of position occurs during the year prior to a shift bid process, they will be assigned a shift by the Chief and/or Deputy Chief. New hires will be assigned a position and/or shift by the Chief or Deputy Chief.

Optional Criteria

B. The Chief of Police shall have the option to utilize the following format for shift bidding due to unforeseen circumstances that would not allow the open shift bid format to take place:

1. Shift Bid Forms will be provided to all uniformed officers sometime in the middle of November before the next calendar year.

2. All uniformed officers are required to select from the following shifts:

A- 0545-1345hrs.
B- 1345-2145hrs.
C- 2145-0545hrs.

3. The shift selection would be listed one through three with one being the most preferred choice of shift to work.

4. All uniformed Officer's will be required to submit their Shift Bid to the Chief of Police or his/her designee by December 1st before the next calendar year.

5. The Chief of Police or his/her designee will then assign officers to shifts based upon seniority according to the individual bid requests.

6. Sergeants, Corporals, K9 handlers and Patrol Officer's seniority will be based upon service time from the date of appointment to the New Haven Police Department.

7. K-9 Officers will partake in the normal shift bids based off of department seniority. The Chief of Police will retain the option of assigning shifts to K-9 Officers under certain circumstances (e.g., all K-9 Officers all end up on the same shift based after bidding takes place).

8. Detectives wishing to return to uniform patrol from Investigations will need to complete the yearly shift bid. If a Detective returns to uniform patrol prior to the shift bidding process they will be placed on the shift assigned by the Chief and/or Deputy Chief.

Effective Date: 12/21/2021	Last Updated: 05/06/2025	Changed By: Chief Krueger

NEW HAVEN POLICE DEPARTMENT
PAID TIME OFF POLICY

I. PURPOSE

The purpose of this policy is to establish procedures for the requesting and granting of paid time off (PTO) for employees of the New Haven Police Department.

II. POLICY

It shall be the policy of the New Haven Police Department to grant employees their earned paid time off within these guidelines and as established by the City of New Haven Policy and Procedure Manual. Earned paid time off will be determined by years of service by each individual employee and will include the holidays that are determined by the Mayor prior to the beginning of the year.

Employees must schedule PTO at least 48 hours in advance with their supervisor or Chief of Police, unless using PTO for unexpected illness. Anything less than 48 hours will count towards their absentee count for that period.

Patrol Officers required to work on certain Holidays, as listed below, will be paid time and a half for that shift. The Holiday where the officer is paid time and a half will be on the shift that starts on that particular Holiday (example: a third shift officer who comes into work at 10pm on the 24th of December will not get paid time and a half for the Christmas Holiday, but a third shift officer who comes into work at 10pm on the 25th of December will be paid time and a half for working the Christmas Holiday). The time and a half pay for working the below listed Holidays will be for Patrol Officers only and will not include Administration, Support Personnel or Detectives.

The following Holidays will be honored for receiving time and a half pay. Additionally, the Holiday's listed below will be honored on the actual Holiday and may not coincide with the dates listed on the City of New Haven Holiday Schedule.

1. New Year's Day (January 1st)
2. Memorial Day (Varies)
3. Independence Day (July 4th)
4. Labor Day (Varies)
5. Thanksgiving Day (Varies)
6. Christmas Day (December 25th)

III. PROCEDURES

A. Seniority paid time off.

1. Seniority paid time off will apply to requested days within the time period of April 1 through January 1 of the following year. Military Leave will not affect Seniority PTO. If an employee is off for extended leave, PTO will be scheduled in a case-by-case scenario.

2. Requests for days within the time period of January 2 through March 31 will be granted on a first-come first served basis with requests submitted no more than six months in advance. Seniority for this time period will only be considered when duplicate requests are received on the same day. Time off can be granted for a request if 1 person is already off for Military Leave or extended time off. The PTO request must be made 30 days in advance to be approved. A request made less than 30 days out will be denied.

3. On or about January 15th of each calendar year, the shift Sergeant will begin the process of scheduling seniority paid time off requests. Seniority PTO should be completed by February 15th.

4. The process will begin with the most senior patrol officer submitting his/her paid time off request and continue, based on department seniority, until all officers have had the opportunity to make their request. Shift Sergeants discretion as to timeline

5. Individual officers will have a minimum of 48 hours giving them the opportunity to view the schedule for available days prior to submitting their request.

6. Officers will only be able to schedule up to 75% of their paid time off during the seniority bid (Example: If Officer has 320 PTO hours, he/she can only schedule up to 240 hours during seniority bid)

7. Requests must be for full eight-hour shifts and cannot exceed two full consecutive rotations. Requests must reflect the officer returning for a full four-day rotation after scheduling two full rotations off.

8. Officers will not be allowed to make changes to their request (add or delete days) until the process has been completed.

9. The process has been completed when the last officer for that shift made his/her request and it has been scheduled.

10. Only one Officer will be allowed off the entire shift using scheduled paid time off.

11. During instances where the shift is above minimum, even with an Officer already off on a PTO day, one additional Officer will be allowed to use a half PTO day for the second half of the shift with command approval.

B. Non-seniority paid time off.

1. Once the seniority paid time off process has been completed, officers will have the opportunity to schedule any paid time off they have earned, based on availability, on a first come first served basis.

2. These requests will not be subject to seniority unless duplicate requests are submitted on the same day.

3. Any requests not approved by a supervisor within 48 hours will be considered a sick call, Illness or injury day and will be notated as an (S) on the schedule.

C. Dispatch and support staff

1. Requests for time off are scheduled on an as needed basis for dispatchers and support staff.

2. Requests for time off must be made and approved by the Dispatch Supervisor or Chief of Police at least 48 hours in advance of time off.

D. Sick call/ Illness

- For this policy, sick call, Illness or injury will be defined as any non-scheduled PTO day and will be marked as (S) on the department schedule.

1. PTO will be used for personal illness.

2. Employees calling in sick shall contact New Haven Police Communications to report the absence no less than one hour prior to their shift. New Haven Communications will then transfer the caller to the voicemail of the Chief of Police. New Haven Communications shall then notify Command or command on-call of the absence.

3. An Employee who is off due to Sick call, illness or injury is in-eligible to work any Off Duty Employment for 24 hours.

4. An Employee who is off due to Sick call, illness or injury is in-eligible to utilize a New Haven Police Department take home vehicle for 24 hours following the call in and/or until the employee can return to unrestricted work duties.

5. With prior approval by the Chief, unmarked vehicles may be utilized by employees while on light duty status but will be reviewed by the Chief or their designee on a case-by-case basis.

6. An Employee who has called off sick 5 times within a 6-month period will be required to submit a doctor's note for either the employee themselves or their child they are giving care, for any subsequent sick call offs documenting the need for the time off. If an employee calls in sick for 3 consecutive days, they must provide a doctor's note stating when they may return to work.

E. Absenteeism

1. Absenteeism is disruptive and places a burden on the city and on coworkers.

2. Employees who need to take time off within the 48-hour scheduling requirement will need to provide a reason to the Chief of Police for their unscheduled absenteeism.

3. Excessive unscheduled absenteeism is considered a Group II rules violation in the City of New Haven Employee Handbook and will subject the Employee to discipline up to and including termination in the case of continual violation.

Effective Date: 05/01/2012	Last Updated: 07/15/2025	Changed By: Chief Krueger

NEW HAVEN POLICE DEPARTMENT
EVIDENCE POLICY

I. PURPOSE

To establish a uniform method to accept, store, dispose of, and/or release property in an efficient and lawful manner.

II. POLICY

It is the policy of the New Haven Police Department to ensure that property in the Department's custody is properly secured and stored in a manner that protects it physically, allows it to be readily retrieved, and that fully and properly documents changes in its custody.

III. DEFINITIONS

Evidence: Property related to a crime that may tend to prove or disprove a person's involvement in a crime.

Safekeeping: Property having no evidentiary value that is acquired at accident or crime scenes and cannot be immediately returned to the owner.

Found Property: Property having no evidentiary value which, after coming into the custody of the Department, is found to have been lost or abandoned and is not known or suspected to be connected to any criminal offense.

IV. RESPONSIBILITY

It is the responsibility of the Officer to properly complete evidence log in the PMI Evidence Tracker Program. The item(s) must then be properly packaged following one of the approved methods outlined in this policy. The item(s) must then be placed into an evidence locker with the door secured.

The Officer is responsible for any item(s) in their custody until the item(s) is turned over to the property room by securing it in an evidence locker. Officers are not to store evidence, safe keeping items or found items in their patrol vehicle or at their workstations. All items either taken by Officer as evidence or turned over to Officer as found property must be properly packaged and stored prior to the Officers end of duty that day.

(Exceptions would be bicycles that have to be picked up the next day by utility personnel.)
Officers are not permitted to leave found items in dispatch to be picked up by the owner; the item will be secured and can be released to the owner by the Detective Bureau.

V. PROCEDURES

A. Packaging (Paper Bags)

1. All fresh green marijuana or wet marijuana will be placed into a paper bag; the top of the bag will then be folded over and secured with tape. The tape will cover the entire length of the opening and wrap around the bag to the front. The Officer will then initial the top and bottom of the tape on the back and both ends of the tape on the front of the package. (See attached photo as reference)

2. Any evidence item that is wet or damp will be placed into a paper bag; the top of the bag will then be folded over and secured with tape. The tape will cover the entire length of the opening and wrap around the bag to the front. The Officer will then initial both the top and bottom of the tape on the back and both ends on the front of the package. (See attached photo as reference)

3. Any item taken as evidence in such case where the item is to be fingerprinted will be placed into a paper bag; the top of the bag will then be folded over and secured with tape. The tape will cover the entire length of the opening and wrap around the bag to the front. The Officer will then initial both the top and bottom of the tape on the back and both ends on the front of the package. (See attached photo as reference)

4. Any item that has blood or bodily fluid on it will be placed into a paper bag; the top of the bag will be folded over and secured with tape. The tape will cover the entire length of the opening and wrap around the bag to the front. The Officer will then initial both the top and bottom of the tape on the back and both ends on the front of the package. The Officer will then add a biohazard sticker in a visible location on the package.

B. Packaging (Plastic Bag)

1. All other drugs can be packaged into a sealed clear plastic bag. In all instances EXCEPT pills, the Officer will place the drugs into a plastic bag. The plastic bag will then be double sealed on both ends of the bag. The Officer will leave 1” of space on both sides between the item and first seal to allow the item to

be opened and resealed if needed. The Officer will then initial all four (4) corners of the front and back of the bag.

   a. Note: drug items such as green plant material inside a cigarette wrapper can all be placed into the plastic bag together, the Officer does not need to separate the drugs from the container found in. (EXCEPTION: Pills; see procedure #2)

2. All pills will need to first be separated. Officers can place all matching pills into a plastic bag. The plastic bag will then be double sealed on both ends of the bag. The Officer will leave 1" of space on both sides between the pills and first seal to allow the item to be opened and resealed if needed. The Officer will then initial all four (4) corners of the front and back of the bag.

   a. If Officer has more than one (1) type of pill, Officer will follow above procedure for each type of pill as each type of pill will be its own item.

3. All needles will first be placed into a sharps container. The sharps container will then be taped on both ends to ensure the needle(s) stay in. The sharps container will then be placed into a plastic bag and double sealed on both ends. The Officer will leave 1" on both sides of the container to the first seal to allow the item to be opened and resealed if needed. The Officer will then initial all four (4) corners of the front and back of the bag~~.~~

4. All other evidence, found items or safe keeping items can be packaged in plastic bag. The Officer will place the item into a plastic bag. The plastic bag will then be double sealed on both sides of the bag. The Officer will leave 1" space between the item and first seal to allow for the bag to be opened and resealed if needed. The Officer will then initial all four (4) corners of the front and back of the bag.

5. All Handguns will first be unloaded and made safe. The slide will be locked back in an open position. A revolver will be entered with the cylinder open with no rounds loaded. Insert a zip tie through the barrel. The Officer will then place the handgun into a handgun cardboard box, with the muzzle facing to the right. The handgun will be secured in the box using zip ties. The Officer can also place an empty magazine in the handgun box and secure with zip ties. All ammunition can be placed into a sealed paper bag or manilla envelope. The ammunition in the bag can then also be placed in the gun box with the handgun and magazine. The Officer will have already run a NCIC check for stolen on the weapon. A printout of that check will be placed inside the box with the gun. The gun box will then be closed and secured by placing tape along with the entire opening on the front and both sides of the box. The

Officer will then initial the top and bottom of the tape on all three sides. All handguns will be held in evidence for a minimum of ten (10) days in order to obtain purchase/owner records of said handgun.

   a. In the event that there are multiple magazines or large amounts of ammunition, those items can be packaged separately and will receive their own item # on the property receipt.

6. Rifles, Shotguns and other long guns will be made safe and unloaded with the bolt or action in the open position. Any magazines will be removed and unloaded. Ammunition can be removed and placed into a clear plastic bag. The gun will then be placed into a Rifle Gun Box and secured with zip ties. Any magazines or ammunition can also be secured inside the gun box. The Officer will have already run a NCIC check for stolen on the gun. The Officer will place a printed off copy of the check into the box with the gun. The box will then be closed and secured by placing tape along the entire opening on the front and both sides of the box. The Officer will then initial the top and bottom of the tape on all three sides. All rifles, shotguns, and other long guns will be held in evidence for a minimum of ten (10) days in order to obtain purchase/owner records of said firearms.

7. All large knives will be placed into a knife cardboard box and secured with zip ties. If a sheath is with the knife, it too can be placed in the knife box and secured. The box will then be closed and secured by placing tape along the entire front and both sides of the box. The Officer will then initial the top and bottom of the tape on all three sides.

8. DVD's or CD's containing interviews or photos can be placed into a paper CD case and then into a manilla envelope. The case will then be secured by folding over the opening, then placing a piece of tape across the opening. The Officer will then initial both the top and bottom of the tape.

9. Some items that will be turned in as found items, for safekeeping or even evidence will be too large in size to package. In these cases the Officer will secure a property tag to the item and secure the item as described below. (Example: bicycles, toolboxes, weed eater, etc.)

10. It will be the Officer's discretion to vary from the above methods of packaging. The Officer can take into account their safety as well as other Officers safety when packaging evidence. Examples would be an item's weight, width, sharp edges, etc.

C. PMI Evidence Tracker:

1. The Officer will complete an evidence log in PMI Evidence Tracker every time they turn an item over to the property room as evidence, found property or item kept for safe keeping.

2. The Officer will completely fill out all boxes in the evidence log as much as possible depending on the type of investigation or incident.

3. On the item description box, the Officer will describe the item they are turning over in detail when applicable. If the item has a serial number, that number must be documented in that box.

   a. When placing drugs into evidence, the Officer will document the weight of the drugs when prompted.

   b. If items are pills, the Officer will document the number of pills along with color and any markings on the pills.

D. Securing of Evidence

1. After items are packaged and sealed, they will be placed into an evidence locker. The Officer will use the appropriate size locker for the items being placed into evidence~~.~~

2. Items too large in size or weight will be placed into the secured closet in the sally port. The lock will then be placed and the door shut to secure the item. The property receipt will then be placed into an evidence locker to alert the Detectives as to evidence in the secured closet.

F. Unique Items

1. In the event that a vehicle is taken as Evidence in a case, the Officer will secure the vehicle in the sally port and place "Police Crime Scene" tape around the perimeter of the vehicle.

a. After the vehicle has been searched and/or is no longer evidence, the vehicle will be released to the owner. The vehicle can either be towed or placed into bullpen until returned.

2. If an Officer has an item that does not fit the above procedure and the Officer is unsure how to package/secure, the Officer will check with Command and, if needed, the Detective Bureau.

G. Removing items

1. Officers needing any evidence for court proceedings will need to notify the Detective Bureau at least twenty-four (24) hours in advance so the item(s) can be pulled and made ready for the Officer. It will then be that Officer's responsibility to ensure the item(s) is returned to the property room if not turned over to the courts. The Officer will sign the Property Record and Receipt to keep the continuity of the evidence intact.

2. Items being returned to owner will be done by the Detective Bureau. The Detectives will be responsible for checking proper ownership and then having owner sign for their item(s).

   a. In some instances it may be necessary to have a patrol Officer return the item(s). In those cases, the items will first be signed over to the Officer. It will then be that Officers responsibility to check for proper ownership and then have owner sign for their item(s).

H. Purging of Property

1. It will be the responsibility of the Detective Bureau to purge or destroy items in the property room.

2. Found items will be stored a minimum of ninety (90) days from the date item(s) turned over to the property room. If no owner has come forward during that time and the item is not believed to be of any evidentiary value, the item(s) will be sent to local auction. The item will be signed out and signed over to the auction company.

3. All items turned into the property room will be checked and purged every five (5) years. The exception will be any Felony investigations or criminal investigations that are still in the court process. Felony and items for Court cases will be kept a total of five (5) years in the property room. Items related to a homicide may never be purged.

4. All evidence for a violent offense (as defined in IC 11-12-3.7-6) in the law enforcement agency's possession or control that could be subjected to DNA testing and analysis shall be preserved by the law enforcement agency for the later of the following: (1) Twenty (20) years from the date the defendant's conviction becomes final. (2) The period of the defendant's incarceration. In cases where an investigation did not result in a conviction, the evidence shall be preserved until the expiration of the statute of limitations for the alleged offense. If the preservation of the evidence is impracticable, the law enforcement agency shall remove portions of the material evidence likely to contain biological evidence related to the offense, in a quantity sufficient to permit future DNA testing before returning or disposing of the physical evidence. At subsequent hearings or trials, all records, notes, identification numbers, photographs, and other documentation relating to the preservation of biological evidence shall be admissible into evidence.

5. Drug items set to be destroyed will be transported to an incinerator by New Haven Police Detectives and/or Narcotics Officer to be incinerated. This process will be witnessed by the New Haven Personnel present.

6. In-car DVDs kept for storage will be stored for a minimum of one (1) year; after that, the DVD will be destroyed.

7. In some cases, Detectives may purge/destroy certain items of evidence after case is adjudicated if need be.

I. Evidence Room

1. The evidence room will remain clean, organized and orderly.

2. The evidence room will be randomly audited at least twice per year; audits will be provided to the Chief.

Effective Date: 05/01/2012	Last Updated: 11/04/2025	Changed By: Chief J. Krueger

NEW HAVEN POLICE DEPARTMENT
ACCIDENT REVIEW POLICY

I. PURPOSE

The purpose of this policy is to establish departmental policies and procedures relative to the review of vehicle operations and or accidents involving motor vehicles under the control of the New Haven Police Department.

II. POLICY

A. The Accident Review Board shall meet to determine compliance with the laws, orders, rules, and policies on all accidents involving motor vehicles under the control of the New Haven Police Department. The minimum three (3) member board, and one (1) alternate, as established and appointed by the Chief of Police will consist of the following members:

1. One (1) member shall be the rank of Patrol Sergeant to serve as Board Chairman.
2. One (1) member shall be the rank of First-Class Patrolman or Detective.
3. One (1) member, regardless of rank, shall be a certified EVOC instructor.

B. All appointments to this board will be for a period of two (2) years.

C. An alternate member of this board will serve only in the event that one of the regular members is unavailable or is the subject of the review and will be appointed by the Chief of Police or his/her designee.

III. PROCEDURE

A. The Chairman will direct the review process to ensure the efficient review of the investigative materials.

B. The board is granted full investigative authority by the Chief of Police and may require testimony from the involved employee and/or any other personnel connected with the accident/incident and subsequent investigation.

C. The employee, before the Accident Review Board, may present evidence and/or testimony on his/her case.

D. The employee, before the Accident Review Board, will be permitted to ask questions or give statements to the board, provided the questions are specific and directly related to his/her case. The employee may be asked to attend the review at the request of the Board.

E. All information before the Accident Review Board is considered confidential in nature and board members shall refrain from discussing any review information with unauthorized persons.

F. None of the above procedures shall supersede an employee's right to be represented by their legal council.

G. Employees may request that their accident not go in front of the review board if admitting fault in the accident. A letter on a department letterhead may be submitted to the Deputy Chief stating their fault in the accident. If an employee admits to fault, they still have the right to appeal discipline to the Merit Board.

IV. DETERMINATION/RECOMMENDATION OF THE BOARD

A. The Accident Review Board shall classify all accidents/incidents involving departmental vehicles into one of the following categories:

1. Non-Preventable:

    a. Judgment of the board that the employee directly responsible for the vehicle exercised reasonable care in the operation of the vehicle.

    b. Circumstances contributing to the accident/incident were reasonably beyond the control of the employee.

2. Preventable:

    a. Judgment of the board that avoidance of the accident/incident was reasonably within the control of the employee.

    b. There was a failure to operate the vehicle within the orders, rules, and policies.

3. Preventable due to Extenuating Circumstances:

    a. Judgment of the board that avoidance of the accident/incident was reasonably within the control of the employee.

b. Extenuating circumstances exist and disciplinary action may be waived.

c. Judgment in this category must be thoroughly explained in writing by the Accident Review Board to the Chief of Police.

B. After conducting a thorough investigation, the Board Chairman will be responsible for filing a written report to the Chief of Police. The report shall contain the conclusions reached by the board and if applicable a recommendation of any disciplinary action to be taken. The final decision of any disciplinary action will rest with the Chief of Police or his/her designee.

C. The Chief of Police will always retain the right to submit any case to the Police Merit Board for their review and recommendation.

D. None of the above will prevent the employee from appealing any disciplinary action taken and should be conducted as outlined in the New Haven Police Department Rules and Regulations.

BOW
11/4/25

AMERICAN PUMP REPAIR & SERVICE, INC

PO BOX 54
NEW PALESTINE, IN 46163

Invoice

Date	Invoice #
10/14/2025	80187

Bill To
CITY OF NEW HAVEN PO BOX 570 NEW HAVEN, IN 46774

P.O. No.	Terms	Project
Publicworks 2025	Net 30	

Quantity	Description	Rate	Amount
	NEW BARNES SUBMERSIBLE SEWAGE PUMP FOR ROSE AVENUE LIFT STATION.		
1	BARNES PUMP MODEL 6SHDK50044, 50 HP, 460 VOLTS, 3 PHASE, 6" DISCHARGE, 1750 RPM.	38,217.00	38,217.00
1	ITEM OF ROAD SERVICE TO INSTALL NEW PUMP.	1,415.00	1,415.00
	COMPLETED ON 10/8/2025		
	2551-0100-4442.01		

Phone #
317-861-6791

Total $39,632.00

BoW
11/4/25

MONOFORM LLC.

A No-Dig Approach to Complete Manhole Structural Restoration

PO Box 466, South Bend, IN 46624 • 574.276.7500 • monoformllc@gmail.com • monoform.net

Invoice to:
City of New Haven
PO Box 570
New Haven, 46774
Attn: Dave Jones

October 27, 2025
Project Description: Manhole Rehabilitation

Location	Depth @ $600 per foot	Bench Repair	Zypex	Amount
1440 MINNICK	16'	$800	$600	$11,000
1520 MINNICK	15'6"	$800	$600	$10,700
1546 MINNICK	16'6"	$800	$600	$11,300
1606 MINNICK	14'9"	$800	$600	$10,250
MINNICK/GREENSTONE	9'	$700	$335	$6,435
400' NORTH OF MINNICK/GREENSTONE	13'	$700	$475	$8,975
MINNICK/MOELLAR	9'	$700	$335	$6,435
MINNICK/CAMERON	12'9"	$800	$460	$8,910
CREW AND EQUIPMENT MOBILIZATION				$1,580
			AMOUNT Now Due	$75,585

Thank you for choosing Monoform LLC. for your needs!