



# CITY OF NEW HAVEN

P.O. Box 570  
815 Lincoln Highway East  
(260) 748-7010 (260) 748-7075 Fax  
[www.newhaven.in.gov](http://www.newhaven.in.gov)

## AGENDA

### Board of Public Works & Safety Regular Agenda

December 2, 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 11/18/2025 meeting

#### III. NEW BUSINESS

##### Mayor-City Hall

- B. Approval of new hire Ivan Almodovar to the position of Director of Public Works effective 12/01/25, with a transition to City Asset Manager effective 01/01/2026, with a starting pay of \$2,884.62 biweekly
- C. Approval of new hire Ivan Almodovar to the position of Chief of Staff effective 12/1/2025 with a starting pay of \$100.75 biweekly
- D. Approval of an annual pay increase for Custodian Shawn Manley in the amount of \$21.50 hourly, from \$20.80 hourly, effective on 12/1/2025

##### Clerk-Treasurer

- E. Approval of Exos invoice #31351 in the amount of \$11,923.00 for the City Hall Firewall Project

##### Engineering Department

- F. Approval of INDOT invoice # 25917 in the amount of \$10,405.00 for Lidnen Road and Rose Avenue RAB

- G. Approval of Crosby Excavating pay application #7 in the amount of \$289,879.20 for the Tanglewood Sanitary Sewer Project
- H. Approval of Crosby Excavating pay application #8 in the amount of \$67,676.10 for Tanglewood Sanitary Sewer

**Economic & Community Development**

- I. Approval of Property Management Agreement effective 12/1/2025

**Police**

- J. Approval of First Due Communications quote #25158 in the amount of \$56,275.81 for Police vehicle
- K. Approval for Two 2017 Dodge Chargers to be sent to auction, vin numbers 2C3CDXKT6HH649801 & 2C3CDXKT6HH649802

**Public Works/Utility**

**IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD**

**V. ADJOURNMENT**

<b>MEMBER</b>	<b>TERM</b>
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/>.

November 18, 2025

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

The Board of Public Works & Safety of the City of New Haven Indiana met in the City Hall Community Room on the November 18, 2025 at the hour of 9:00 AM in a Regular session in accordance with the rules of the Council.

**I. CALL TO ORDER**

The meeting was called to order by Bob Byrd, who presided.

- A. Pledge of Allegiance
- B. Roll Call

On the call of the roll, the members of the Board of Public Works & Safety were shown to be present or absent as follows:

Present: Bob Byrd, and Ivan Alodovar

Absent: Steve McMichael

**II. OLD BUSINESS**

- A. Approval of Minutes from the previous meeting
  - A. Approval of minutes from 11/04/2025

Under old business item A, was the approval of the minutes from the 11/04/2025 meeting, Ivan Almodovar made a motion to approve the minutes from the 11/04/2025 meeting, Bob Byrd seconded the motion, and the motion was approved.

**III. NEW BUSINESS**

**Mayor-City Hall**

- B. Approval of Teleweb Service Agreement

Under new business item B, was the approval of Teleweb Service Agreement, Bob Byrd made a motion to approve the Teleweb Service Agreement, Ivan Almodovar seconded the motion, and the motion was approved.

**Clerk-Treasurer**

**Engineering Department**

- C. Approval of Next Level Services invoice #566 in the amount of \$25,760.00 for

concrete leveling

Under new business item C, was the approval of Next Level Services invoice #566 in the amount of \$25,760.00 for concrete leveling, Ivan Almodovar made a motion to approve Next Level Services invoice #566 in the amount of \$25,760.00 for concrete leveling, Bob Byrd seconded the motion, and the motion was approved.

- D. Approval of Thieneman Construction change order #4 in the amount of \$62,921.67 for the Wet Weather Treatment Facility

Under new business item D, was the approval of Thieneman Construction change order #4 in the amount of \$62,921.67 for the Wet Weather Treatment Facility, Bob Byrd made a motion to approve Thieneman Construction change order #4 in the amount of \$62,921.67 for the Wet Weather Treatment Facility, Ivan Almodovar seconded the motion, and the motion was approved.

- E. Approval of Lochmueller invoice #820482 in the amount of \$35,449.33 for Sunnymede Stormwater Improvements.

Under new business item E, was the approval of Lochmueller invoice #820482 in the amount of \$35,449.33 for Sunnymede Stormwater Improvements, Ivan Almodovar made a motion to approve Lochmueller invoice #820482 in the amount of \$35,449.33 for Sunnymede Stormwater Improvements, Bob Byrd seconded the motion, and the motion was approved.

- F. Approval of DLZ invoice #607540 in the amount of \$30,918.13 for South Maplecrest Road Improvements

Under new business item F, was the approval of DLZ invoice #607540 in the amount of \$30,918.13 for South Maplecrest Road Improvements, Bob Byrd made a motion to approve DLZ invoice #607540 in the amount of \$30,918.13 for South Maplecrest Road Improvements, Ivan Almodovar seconded the motion, and the motion was approved.

- G. Approval of DLZ invoice #607536 in the amount of \$1,781.25 for On-Call Plan Review

Under new business item G, was the approval of DLZ invoice #607536 in the amount of \$1,781.25 for On-Call Plan Review, Ivan Almodovar made a motion to approve DLZ invoice #607536 in the amount of \$1,781.25 for On-Call Plan Review, Bob Byrd seconded the motion, and the motion was approved.

- H. Approval of Crosby Excavating Pay Application #6 in the amount of \$96,083.00 for Tanglewood Sanitary Sewer

Under new business item H, was the approval of Crosby Excavating Pay Application #6 in the amount of \$96,083.00 for Tanglewood Sanitary Sewer, Ivan Almodovar made a motion to approve Crosby Excavating Pay Application #6 in the amount of \$96,083.00 for Tanglewood Sanitary Sewer, Bob Byrd seconded the motion, and the motion was approved.

- I. Approval of Bunn Excavating Pay App #12 in the amount of \$38,749.67 for the

## Edgerton Road Watermain Improvements

Under new business item I, was the approval of Bunn Excavating Pay App #12 in the amount of \$38,749.67 for the Edgerton Road Watermain Improvements, Bob Byrd made a motion to approve Bunn Excavating Pay App #12 in the amount of \$38,749.67 for the Edgerton Road Watermain Improvements, Ivan Almodovar seconded the motion, and the motion was approved.

- J. Approval of API change order #6 in the amount of \$258,262.13 for the CCMG 2024-1 Resurfacing Project

Under new business item J, was the approval of API change order #6 in the amount of \$258,262.13 for the CCMG 2024-1 Resurfacing Project, Bob Byrd made a motion to approve API change order #6 in the amount of \$258,262.13 for the CCMG 2024-1 Resurfacing Project, Ivan Almodovar seconded the motion, and the motion was approved.

- K. Approval of API pay application #2 in the amount of \$158,174.14 for New Haven CCMG 2024-02

Under new business item K, was the approval of API pay application #2 in the amount of \$158,174.14 for New Haven CCMG 2024-02, Ivan Almodovar made a motion to approve API pay application #2 in the amount of \$158,174.14 for New Haven CCMG 2024-02, Bob Byrd seconded the motion and the motion was approved.

- L. Approval of API Pay Application #6 in the amount of \$209,930.42 for New Haven CCMG-2024

Under new business item L, was the approval of API Pay Application #6 in the amount of \$209,930.42 for New Haven CCMG-2024-01, Bob Byrd made a motion to approve API Pay Application #6 in the amount of \$209,930.42 for New Haven CCMG-2024-01. Ivan Almodovar seconded the motion, and the motion was approved.

### **Planning**

### **Economic & Community Development**

- M. Approval of salary change for Community Development Coordinator, Samanth Oyler from \$21.24 to \$22.00 effective 11/2/2025

Under new business item M, was the approval of a salary change for Community Development Coordinator, Samanth Oyler from \$21.24 an hour to \$22.00 an hour, effective 11/2/2025, Ivan Almodovar made a motion to approve of salary change for Community Development Coordinator, Samanth Oyler from \$21.24 an hour to \$22.00 an hour effective 11/2/2025, seconded the motion, Bob Byrd and the motion was approved.

- N. Approval of Metropolitan Title Final Settlement Statement not to exceed the amount of \$950,039.00 for the purchase of multiple parcels.

Under new business item N, was the approval of Metropolitan Title Final Settlement Statement not to exceed the amount of \$950,039.00 for the purchase of multiple parcels, Bob Byrd made a

motion to approve Metropolitan Title Final Settlement Statement not to exceed the amount of \$950,039.00 for the purchase of multiple parcels, Ivan Almodovar seconded the motion, and the motion was approved.

- O. Approval of HWC Engineering invoice #2502-050-A-0000003 in the amount of \$11,025.00 for an existing contract for the Corridor plan

Under new business item O, was the approval of HWC Engineering invoice #2502-050-A-0000003 in the amount of \$11,025.00 for an existing contract for the Corridor plan, Ivan Almodovar made a motion to approve HWC Engineering invoice #2502-050-A-0000003 in the amount of \$11,025.00 for an existing contract for the Corridor plan, Bob Byrd seconded the motion, and the motion was approved.

### **Police**

- P. Approval of 2026 Sexual Assault Center Contract

Under new business item P, was the approval of the 2026 Sexual Assault Center Contract, Bob Byrd made a motion to approve the 2026 Sexual Assault Center Contract, Ivan Almodovar seconded the motion, and the motion was approved.

Bob Byrd made a motion to amend the agenda to add Motorola quote #3384949 in the amount of \$35,157.90 for communication equipment and services. Ivan Almodovar seconded the motion to amend the agenda to include Motorola quote #3384949 in the amount of \$35,157.90 for communication equipment and services, and the agenda was amended.

Ivan Almodovar made a motion to approve the Motorola quote #3384949 in the amount of \$35,157.90 for communication equipment and services. Bob Byrd seconded the motion, and the motion was passed.

### **Public Works/Utility**

- Q. Approval of Brown Equipment Company invoice #INV38059 in the amount of \$7,390.38 for equipment

Under new business item Q, was the approval of Brown Equipment Company invoice #INV38059 in the amount of \$7,390.38 for equipment repair, Bob Byrd made a motion to approve Brown Equipment Company invoice #INV38059 in the amount of \$7,390.38 for equipment repair, Ivan Almodovar seconded the motion, and the motion was approved.

- R. Approval of Dukes PO Number PublicWorks25 in the amount of \$16,576.30 for payment on Dukes innovation contract

Under new business item R, was the approval of Dukes PO Number PublicWorks25 in the amount of \$16,576.30 for payment on Dukes' innovation contract, Ivan Almodovar made a motion to approve Dukes PO Number PublicWorks25 in the amount of \$16,576.30 for payment on Dukes' innovation contract, Bob Byrd 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 meeting was adjourned.

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Bob Byrd  
Presiding Officer

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Angie Hamrick  
Clerk Treasurer



Date: 11/24/25 Name: Ivan Almodovar  
 Position: Director of PW Administration/ City Asset Manager  
 Department: Mayor  
 Effective Date of Transaction: 12/1/2025  
 Board Approval: Yes  No  Date: 12/2/2025

New Hire:  Leave of Absence:   
 Name Change:  Rehire:   
 Status Change:  Termination:   
 Seasonal Return:  Deceased:

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Full Time  Part-Time  Seasonal   
 Hourly: \_\_\_\_\_ Bi-Weekly: \_\_\_\_\_  
 Basis of pay: \_\_\_\_\_ \$2,884.62  
 Salary Change:  
 Salary Change: From: \_\_\_\_\_ To: \_\_\_\_\_  
 Retroactive Pay: Effective: \_\_\_\_\_  
 Job Title: From: \_\_\_\_\_ To: \_\_\_\_\_

**SUSPENSION/ LEAVE**  
 Suspension w/out pay  
 To: \_\_\_\_\_ From: \_\_\_\_\_  
 Leave of Absence:  
 FMLA  W/C  Short Term Dis  
 To: \_\_\_\_\_ From: \_\_\_\_\_  
 Other: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL SIGNATURES & DATE**  
 \_\_\_\_\_ Dpt Head & Date  
*Laney Barrow* HR & Date  
 \_\_\_\_\_ CT & Date  
 Payroll completed by: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SUSPENSION/ LEAVE NOTES**



Date: 11/24/2025 Name: Ivan Almodovar  
 Position: Chief of Staff  
 Department: Mayor  
 Effective Date of Transaction: 12/1/2025  
 Board Approval: Yes  No  Date: 12/2/2025

New Hire:  Leave of Absence:   
 Name Change:  Rehire:   
 Status Change:  Termination:   
 Seasonal Return:  Deceased:

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Full Time  Part-Time  Seasonal   
 Hourly: \_\_\_\_\_ Bi-Weekly: \_\_\_\_\_  
 Basis of pay: \_\_\_\_\_ 100.75  
 Salary Change:  
 Salary Change: From: \_\_\_\_\_ To: \_\_\_\_\_  
 Retroactive Pay: Effective: \_\_\_\_\_  
 Job Title: From: \_\_\_\_\_ To: \_\_\_\_\_

**SUSPENSION/ LEAVE**  
 Suspension w/out pay  
 To: \_\_\_\_\_ From: \_\_\_\_\_  
 Leave of Absence:  
 FMLA  W/C  Short Term Dis  
 To: \_\_\_\_\_ From: \_\_\_\_\_  
 Other: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL SIGNATURES & DATE**  
 \_\_\_\_\_ Dpt Head & Date  
*Lancy Barrow* HR & Date  
 \_\_\_\_\_ CT & Date  
 Payroll completed by: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SUSPENSION/ LEAVE NOTES**



Date: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

Effective Date of Transaction: \_\_\_\_\_

Board Approval: Yes  No  Date: \_\_\_\_\_

New Hire:  Leave of Absence:

Name Change:  Rehire:

Status Change:  Termination:

Seasonal Return:  Deceased:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone # \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Full Time  Part-Time  Seasonal

Hourly: \_\_\_\_\_ Bi-Weekly: \_\_\_\_\_

Basis of pay: \_\_\_\_\_

Salary Change:

Salary Change: From: \_\_\_\_\_ To: \_\_\_\_\_

Retroactive Pay: Effective: \_\_\_\_\_

Job Title: From: \_\_\_\_\_ To: \_\_\_\_\_

**SUSPENSION/ LEAVE**

Suspension w/out pay

To: \_\_\_\_\_ From: \_\_\_\_\_

Leave of Absence:

FMLA  W/C  Short Term Dis

To: \_\_\_\_\_ From: \_\_\_\_\_

Other: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL SIGNATURES & DATE**

\_\_\_\_\_ Dpt Head & Date

*Lancy Barrow* \_\_\_\_\_ HR & Date

\_\_\_\_\_ CT & Date

Payroll completed by: \_\_\_\_\_

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

**SUSPENSION/ LEAVE NOTES**



EXOS  
 135 N Pennsylvania St  
 Suite 2300  
 Indianapolis, IN 46204

Bill To:  
**City of New Haven**  
 Attention: Accounts Payable  
 PO Box 570  
 New Haven, IN 46774

Invoice 31351

Account	PO Number	Reference
Cust-000172		Firewall and Core Switch Migration

Total \$11,923.00	Due Date 12/14/2025	Invoice Date 11/14/2025	Attention Accounts Payable
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Products	Quantity	Rate	Amount
Ticket #169375			
	40.00	\$244.00	\$9,760.00
Senior Network Architect			

Services	Quantity	Hourly Rate	Amount
Project Manager / Remote	3.00	\$141.00	\$423.00
Senior Consultant / Remote	10.00	\$174.00	\$1,740.00

	Subtotal	\$11,923.00
	Tax	\$0.00
<b>Terms</b>	<b>Total</b>	<b>\$11,923.00</b>
Net 30	Payments	\$0.00
	Credits	\$0.00
	<b>Balance Due</b>	<b>\$11,923.00</b>

Please make checks payable to EXOS.

**ACH Wire Instructions**

Account Title      Sondhi Solutions, LLC  
 Account Subtitle      DBA EXOS  
 Account Number      4069894

ABA Routing Number 071000288  
Bank Name BMO Bank N.A.  
Bank Address 320 South Canal Street  
Chicago, IL 60606

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Thank you for your business.



**LPA INVOICE VOUCHER**

State Form 52663 (R2 / 6-16)  
INDIANA DEPARTMENT OF TRANSPORTATION  
Approved by State Board of Accounts, 2016  
Approved by Auditor of State, 2016

INDOT USE ONLY	
PS Receipt No.	_____
PS Voucher ID No.	_____
INDOT Invoice No.	_____

**LPA'S NAME AND REMIT TO ADDRESS**

City of New Haven  
PO Box 570  
New Haven, IN 46774

PO Number	<b>0020128789</b>
Net Amount of Claim	<b>\$ 8,324.00</b>
Vendor Code	<b>0000060572</b>
CFDA Number	<b>20.205</b>

TO: **INDIANA DEPARTMENT OF TRANSPORTATION**  
CARE OF: **Fort Wayne District Program Coordinator**  
ADDRESS: **5333 Hatfield Road**  
**Fort Wayne, Indiana 46808**

**EXEMPT PER I.C. 5-17-5-2**

PO Number	Invoice Number	Amount
0020128789	<b>25917</b>	<b>\$10,405.00</b>
0020128789		
0020128789		

1	Claim No.	<b>16</b>	Des. No.	<b>2300608</b>
2	This claim voucher is for: <b>Preliminary Engineering</b>			
3	Project Description: <b>City of New Haven Linden Rd and Rose Ave RAB</b>			
4	Period covered by this claim.	From:	<b>10/1/2025</b>	To: <b>10/31/2025</b>
5	Gross amount of previous claims.	\$	<b>347,941.25</b>	
6	Net amount of previous claims.	\$	<b>278,353.00</b>	
7	This (is) (is not) a final claim. <b>IS NOT FINAL</b>			
8	Gross amount of this claim.	\$	<b>10,405.00</b>	
9	Federal Share Reimbursable (Line 8 x Fed. %)	<b>80</b> %	\$	<b>8,324.00</b>
10	Net amount of claim.	\$	<b>8,324.00</b>	
11	I am aware of the project end date (this may or may not be the same as the PO end date). <b>Yes, LPA is aware of the Project End Date.</b>			
12	My last reimbursement request was within the last six (6) months. <b>Yes</b>			
	<b>Note: If funds are removed, no reimbursement will be given.</b>			

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
INDOT OFFICIAL INITIATING THE CHARGE DATE (Month, Day, Year)

<i>I certify that this claim is correct and valid and is a proper charge against the State Agency indicated.</i>	
Authorized Signature of State Agency	Date (Month, Day, Year)

*Pursuant to the provisions of Indiana Code 5-1-10-1, I hereby certify that the amount claimed is legally due after allowing all just credits, and that no part of the said has been paid.*

Signature of Vendor	Official Title	Date (Month, Day, Year)
_____	_____	_____



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

# INVOICE

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

Invoice number 25917  
 Date 11/18/2025

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

Professional Services for the Period: 10/01/2025 thru 10/31/2025

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
<b>TOPOGRAPHIC SURVEY- LSUM</b>	40,800.00	100.00	40,800.00	40,800.00	0.00	0.00
<b>DESIGN AND PLAN DEVELOPMENT- LSUM</b>	144,800.00	76.00	110,048.00	102,808.00	34,752.00	7,240.00
<b>TRAFFIC DESIGN AND PLAN DEVELOPMENT (FIRST GROUP)- LSUM</b>	139,800.00	67.00	93,666.00	93,666.00	46,134.00	0.00
<b>PUBLIC INVOLVEMENT- LSUM</b>	18,100.00	0.00	0.00	0.00	18,100.00	0.00
<b>UTILITY AND RAILROAD COORDINATION- LSUM</b>	25,300.00	45.00	11,385.00	10,120.00	13,915.00	1,265.00
<b>GEOTECHNICAL INVESTIGATIONS AND SERVICES (GSI)- NTE</b>	31,100.00	88.35	27,477.25	27,477.25	3,622.75	0.00
<b>ENVIRONMENTAL DOCUMENT PREPARATION (CE-2)- LSUM</b>	24,000.00	75.00	18,000.00	16,800.00	6,000.00	1,200.00
<b>ENVIRONMENTAL DOCUMENT COMPONENTS (SJCA)- LSUM</b>	35,000.00	97.00	33,950.00	33,250.00	1,050.00	700.00
<b>WATERS OF THE US REPORT- LSUM</b>	10,000.00	100.00	10,000.00	10,000.00	0.00	0.00
<b>ENVIRONMENTAL PERMITTING- LSUM</b>	11,400.00	5.00	570.00	570.00	10,830.00	0.00
<b>SPECIAL INVESTIGATIONS - NTE</b>	34,400.00	0.00	0.00	0.00	34,400.00	0.00
<b>R/W PLAN DEVELOPMENT (5 PARCELS)</b>	19,300.00	55.18	10,650.00	10,650.00	8,650.00	0.00
<b>TITLE AND ENCUMBRANCE REPORTS (SUB)(5 @ \$450/EA)</b>	2,250.00	80.00	1,800.00	1,800.00	450.00	0.00
<b>RIGHT OF WAY STAKING (1 SITE VISIT)- LSUM</b>	3,700.00	0.00	0.00	0.00	3,700.00	0.00
<b>RWS APPRAISAL PROBLEM ANALYSIS (SUB)(5 @ INDOT RATE*)</b>	1,400.00	0.00	0.00	0.00	1,400.00	0.00
<b>RWS APPRAISAL(S)(SUB)(5 @ INDOT RATE*)</b>	8,000.00	0.00	0.00	0.00	8,000.00	0.00
<b>RWS REVIEW APPRAISAL(S)(SUB) (5 @ INDOT RATE*)</b>	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
<b>CONSTRUCTION PHASE SERVICES - NTE</b>	10,000.00	0.00	0.00	0.00	10,000.00	0.00
Total	563,350.00	63.61	358,346.25	347,941.25	205,003.75	10,405.00

Description	Contract Amount	Percent Complete	Fee Earned	Prior Billed	Current Billed
<b>Topographic Survey- LSUM</b>	40,800.00	100.00	40,800.00	40,800.00	0.00
<b>Design and Plan Development- LSUM</b>	144,800.00	76.00	110,048.00	102,808.00	7,240.00
<b>Traffic Design and Plan Development (First Group)- LSUM</b>	139,800.00	67.00	93,666.00	93,666.00	0.00
<b>Public Involvement- LSUM</b>	18,100.00	0.00	0.00	0.00	0.00
<b>Utility and Railroad Coordination- LSUM</b>	25,300.00	45.00	11,385.00	10,120.00	1,265.00
<b>Environmental Document Preparation (CE-2)- LSUM</b>	24,000.00	75.00	18,000.00	16,800.00	1,200.00
<b>Environmental Document Components (SJCA)- LSUM</b>	35,000.00	97.00	33,950.00	33,250.00	700.00
<b>Waters of the US Report- LSUM</b>	10,000.00	100.00	10,000.00	10,000.00	0.00
<b>Environmental Permitting- LSUM</b>	11,400.00	5.00	570.00	570.00	0.00
<b>R/W Plan Development (5 Parcels)</b>	19,300.00	55.18	10,650.00	10,650.00	0.00
<b>Right of Way Staking (1 site visit)- LSUM</b>	3,700.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>472,200.00</b>	<b>69.69</b>	<b>329,069.00</b>	<b>318,664.00</b>	<b>10,405.00</b>

Invoice total **10,405.00**

**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			
	<b>Total</b>	<b>56,521.00</b>	<b>0.00</b>	<b>56,521.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Approved by Paul Aikins



accounting@usiconsultants.com

## LPA INVOICE VOUCHER PURCHASE ORDER TRACKING LOG

<b>LPA</b>		City of New Haven		<b>Type of Contract</b>				<b>PO Remit to Name &amp; Address</b>	
<b>Vendor #</b>		0000060572		<b>Phase</b>				City of New Haven	
<b>DES#</b>		2300608		<b>Initial amount of PO</b>		\$ 450,680.00		PO Box 570	
<b>Contract #</b>		0		<b>Change Order #1</b>				New Haven, IN 46774	
<b>PO Number</b>		0020128789		<b>Change Order #2</b>				0	
<b>% Funding Ratio</b>		80% Federal	20% Local	<b>Change Order #3</b>				<b>NTP Date</b>	<b>INDOT Issued</b>
<b>Date of Initial PO</b>		5/13/2024		<b>Total Amount of PO</b>		\$ 450,680.00			<b>LPA Issued</b>
<b>Description</b>		New Haven Linden Rd and Rose Ave. RAB (Des 2300608)							
CLAIM #	DATE OF VOUCHER	INVOICE NUMBER	SERVICE PERIOD		TOTAL INVOICE AMOUNT	REIMBURSEMENT			RUNNING BALANCE PO FUNDS AVAILABLE
			BEGINNING	ENDING		AMOUNT	SUBMITTED to INDOT	RECEIVED from INDOT	
1	06/18/24	21032	5/14/2024	5/31/2024	\$ 68,952.00	\$ 55,161.60			\$ 395,518.40
2	07/18/24	21406	6/1/2024	6/30/2024	\$ 3,898.00	\$ 3,118.40			\$ 392,400.00
3	08/18/24	21656	7/1/2024	7/31/2024	\$ 14,978.00	\$ 11,982.40			\$ 380,417.60
4	09/18/24	21832	8/1/2024	8/31/2024	\$ 11,568.00	\$ 9,254.40			\$ 371,163.20
5	10/18/24	22054	9/1/2024	9/30/2024	\$ 35,574.00	\$ 28,459.20			\$ 342,704.00
6	11/18/24	22295	10/1/2024	10/31/2024	\$ 10,240.00	\$ 8,192.00			\$ 334,512.00
7	12/18/24	22610	11/1/2024	11/30/2024	\$ 21,778.00	\$ 17,422.40			\$ 317,089.60
8	01/18/25	22778	12/1/2024	12/31/2024	\$ 10,594.00	\$ 8,475.20			\$ 308,614.40
9	02/18/25	23926	1/1/2025	1/31/2025	\$ 3,198.00	\$ 2,558.40			\$ 306,056.00
10	04/18/25	24377	2/1/2025	3/31/2025	\$ 4,344.00	\$ 3,475.20			\$ 302,580.80
11	05/18/25	24629	4/1/2025	4/30/2025	\$ 6,142.00	\$ 4,913.60			\$ 297,667.20
12	06/18/25	24828	5/1/2025	5/31/2025	\$ 30,688.25	\$ 24,550.60			\$ 273,116.60
13	07/18/25	25093	6/1/2025	6/30/2025	\$ 32,074.00	\$ 25,659.20			\$ 247,457.40
14	08/18/25	25202	7/1/2025	7/31/2025	\$ 37,392.00	\$ 29,913.60			\$ 217,543.80
15	09/18/25	25684	8/1/2025	9/30/2025	\$ 56,521.00	\$ 45,216.80			\$ 172,327.00
16	11/18/25	25917	10/1/2025	10/31/2025	\$ 10,405.00	\$ 8,324.00			\$ 164,003.00
						\$ -			\$ 164,003.00
						\$ -			\$ 164,003.00
						\$ -			\$ 164,003.00
						\$ -			\$ 164,003.00
						\$ -			\$ 164,003.00
						\$ -			\$ 164,003.00
<b>BALANCE FORWARD</b>					\$ 358,346.25	\$ 286,677.00			\$ 164,003.00

Areas to be Completed - Consult Purchase Order (PO), INDOT LPA Coordination Agreement and LPA Consultant Contract

**Unit Application**

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

Project:2505  
Tanglewood Sanitary Sewer  
Tanglewood Addition  
New Haven, IN 46774

Application No: 7

Invoice No: 5191

Invoice Date: 11/20/2025  
Period To: 11/30/2025  
Project No: 2505

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

Via(Architect):  
#278524.04.001

Contract Date: 1/8/2025

1) Original Contract	1,527,286.00
2) Change Orders	0.00
3) Current Contract	1,527,286.00
4) Completed to Date	1,582,421.60
5) Retainage	79,121.08
6) Total Earned Less Retainage	1,503,300.52
7) Previous Billings	1,213,421.32
8) Current Payment Due	289,879.20
9) Total Due	289,879.20

**Contractor's Certification**

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

BY:  DATE: 11-20-2025

**Crosby Excavating**

Application No: 7

Invoice No: 5191

Period To: 11/30/2025

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
1	MOB(5% Max)	1	LS	75,500.00	1	75,500.00	1	75,500.00	0	0.00
2	Erosion and Sediment Control	1	LS	65,000.00	1	65,000.00	1	65,000.00	0	0.00
3	MOT	1	LS	64,000.00	1	64,000.00	1	64,000.00	0	0.00
4	Final Cleanup and Restoration	1	LS	50,000.00	1	50,000.00	1	50,000.00	0	0.00
5	Tree Removal (6"+)	2	EA	10,000.00	1	5,000.00	1	5,000.00	0	0.00
6	Abandon Pipe Varying Sizes	2,741	LF	32,892.00	0	0.00	0	0.00	0	0.00
7	Remove Partial Structure and F	7	EA	11,550.00	9	14,850.00	9	14,850.00	0	0.00
8	Sanitary Sewer 35 8" 0-5.9'	192	LF	15,360.00	0	0.00	0	0.00	0	0.00
9	Sanitary Sewer 35 8" 6-7.9'	141	LF	14,382.00	378	38,556.00	378	38,556.00	0	0.00
10	Sanitary Sewer 35 10" 0-5.9'	800	LF	76,800.00	0	0.00	801	76,896.00	801	76,896.00
11	Sanitary Sewer 35 10" 6-7.9'	895	LF	115,455.00	126	16,254.00	308	39,732.00	182	23,478.00
12	Sanitary Sewer 10"SDR 21 6-7.9'	342	LF	48,564.00	502	71,284.00	502	71,284.00	0	0.00
13	Sanitary Sewer 35 10" 8-9.9'	327	LF	47,742.00	636	92,856.00	636	92,856.00	0	0.00
14	Sanitary Sewer 35 10" 10-11.9'	471	LF	76,302.00	387	62,694.00	387	62,694.00	0	0.00
15	Sanitary Sewer 12" 35 W/SPBF 1	20	LF	4,100.00	186	38,130.00	186	38,130.00	0	0.00
16	Sanitary Sewer 10" 21 10-11.9'	161	LF	29,785.00	362	66,970.00	362	66,970.00	0	0.00
17	Sanitary Sewer 12" 35 12-13.9'	166	LF	30,710.00	0	0.00	0	0.00	0	0.00
18	Storm Pipe 12" RCP W/SPBF	195	LF	15,600.00	150	12,000.00	150	12,000.00	0	0.00
19	12" CIPP	150	LF	48,750.00	150	48,750.00	150	48,750.00	0	0.00
20	Sanitary Lateral 6" 35 W/SPBF	1,162	LF	209,160.00	577.6	103,968.00	1,210.6	217,908.00	633	113,940.00
21	Sanitary Lateral 6" 35	1,049	LF	56,646.00	470	25,380.00	744	40,176.00	274	14,796.00
22	Sanitary MH 4'-8'	9	EA	43,200.00	7	33,600.00	7	33,600.00	0	0.00
23	Sanitary MH 8.1-12'	3	EA	17,250.00	6	34,500.00	6	34,500.00	0	0.00
24	Sanitary MH Outside Drop	2	EA	12,000.00	2	12,000.00	2	12,000.00	0	0.00
25	Epoxy Mahole Lining	46	LF	20,240.00	46	20,240.00	46	20,240.00	0	0.00
26	Replace MH Frame and Cover	4	EA	3,500.00	2	1,750.00	2	1,750.00	0	0.00
27	Water Service Line Relocation/	400	LF	15,200.00	39	1,482.00	39	1,482.00	0	0.00
28	Water Service Appertunice Repl	1	LS	20,000.00	0	0.00	0	0.00	0	0.00
29	Water Service Line Beyond Allo	1	LS	40,000.00	0	0.00	0	0.00	0	0.00
30	Pavement Repair-D	4,709	SY	197,778.00	3,406	143,052.00	3,829	160,818.00	423	17,766.00
31	Concrete Curb Repair	307	LF	15,350.00	1,700	85,000.00	2,648	132,400.00	948	47,400.00
32	Concrete Curb and Gutter Repai	122	LF	6,710.00	354	19,470.00	354	19,470.00	0	0.00
33	Concret Drive Repair	23	SY	2,760.00	333.33	39,999.60	423.83	50,859.60	90.5	10,860.00

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
34	Bypass Pumping	1	LS	35,000.00	1	35,000.00	1	35,000.00	0	0.00
				<b>1,527,286.00</b>		<b>1,277,285.60</b>		<b>1,582,421.60</b>		<b>305,136.00</b>

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

**Unit Application**

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

Project:2505  
Tanglewood Sanitary Sewer  
Tanglewood Addition  
New Haven, IN 46774

Application No: 8

Invoice No: 5192

Invoice Date: 11/20/2025  
Period To: 11/30/2025  
Project No: 2505

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

Via(Architect):  
#278524.04.001

Contract Date:1/8/2025

1) Original Contract	1,527,286.00
2) Change Orders	0.00
3) Current Contract	1,527,286.00
4) Completed to Date	1,653,659.60
5)Retainage	82,682.98
6)Total Earned Less Retainage	1,570,976.62
7) Previous Billings	1,503,300.52
8) Current Payment Due	67,676.10
9) Total Due	67,676.10

**Contractor's Certification**

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

BY:  DATE: 11-20-25

**Crosby Excavating**

Application No: 8

Invoice No: 5192

Period To: 11/30/2025

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
1	MOB(5% Max)	1	LS	75,500.00	1	75,500.00	1	75,500.00	0	0.00
2	Erosion and Sediment Control	1	LS	65,000.00	1	65,000.00	1	65,000.00	0	0.00
3	MOT	1	LS	64,000.00	1	64,000.00	1	64,000.00	0	0.00
4	Final Cleanup and Restoration	1	LS	50,000.00	1	50,000.00	1	50,000.00	0	0.00
5	Tree Removal (6"+)	2	EA	10,000.00	1	5,000.00	1	5,000.00	0	0.00
6	Abandon Pipe Varying Sizes	2,741	LF	32,892.00	0	0.00	2,874	34,488.00	2,874	34,488.00
7	Remove Partial Structure and F	7	EA	11,550.00	9	14,850.00	9	14,850.00	0	0.00
8	Sanitary Sewer 35 8" 0-5.9'	192	LF	15,360.00	0	0.00	0	0.00	0	0.00
9	Sanitary Sewer 35 8" 6-7.9'	141	LF	14,382.00	378	38,556.00	378	38,556.00	0	0.00
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11	Sanitary Sewer 35 10" 6-7.9'	895	LF	115,455.00	308	39,732.00	308	39,732.00	0	0.00
12	Sanitary Sewer 10"SDR 21 6-7.9'	342	LF	48,564.00	502	71,284.00	502	71,284.00	0	0.00
13	Sanitary Sewer 35 10" 8-9.9'	327	LF	47,742.00	636	92,856.00	636	92,856.00	0	0.00
14	Sanitary Sewer 35 10" 10-11.9'	471	LF	76,302.00	387	62,694.00	387	62,694.00	0	0.00
15	Sanitary Sewer 12" 35 W/SPBF 1	20	LF	4,100.00	186	38,130.00	186	38,130.00	0	0.00
16	Sanitary Sewer 10" 21 10-11.9'	161	LF	29,785.00	362	66,970.00	362	66,970.00	0	0.00
17	Sanitary Sewer 12" 35 12-13.9'	166	LF	30,710.00	0	0.00	0	0.00	0	0.00
18	Storm Pipe 12" RCP W/SPBF	195	LF	15,600.00	150	12,000.00	150	12,000.00	0	0.00
19	12" CIPP	150	LF	48,750.00	150	48,750.00	150	48,750.00	0	0.00
20	Sanitary Lateral 6" 35 W/SPBF	1,162	LF	209,160.00	1,210.6	217,908.00	1,210.6	217,908.00	0	0.00
21	Sanitary Lateral 6" 35	1,049	LF	56,646.00	744	40,176.00	744	40,176.00	0	0.00
22	Sanitary MH 4'-8'	9	EA	43,200.00	7	33,600.00	7	33,600.00	0	0.00
23	Sanitary MH 8.1-12'	3	EA	17,250.00	6	34,500.00	6	34,500.00	0	0.00
24	Sanitary MH Outside Drop	2	EA	12,000.00	2	12,000.00	2	12,000.00	0	0.00
25	Epoxy Mahole Lining	46	LF	20,240.00	46	20,240.00	46	20,240.00	0	0.00
26	Replace MH Frame and Cover	4	EA	3,500.00	2	1,750.00	2	1,750.00	0	0.00
27	Water Service Line Relocation/	400	LF	15,200.00	39	1,482.00	39	1,482.00	0	0.00
28	Water Service Appertunice Repl	1	LS	20,000.00	0	0.00	0	0.00	0	0.00
29	Water Service Line Beyond Allo	1	LS	40,000.00	0	0.00	0	0.00	0	0.00
30	Pavement Repair-D	4,709	SY	197,778.00	3,829	160,818.00	4,704	197,568.00	875	36,750.00
31	Concrete Curb Repair	307	LF	15,350.00	2,648	132,400.00	2,648	132,400.00	0	0.00
32	Concrete Curb and Gutter Repai	122	LF	6,710.00	354	19,470.00	354	19,470.00	0	0.00
33	Concret Drive Repair	23	SY	2,760.00	423.83	50,859.60	423.83	50,859.60	0	0.00

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
34	Bypass Pumping	1	LS	35,000.00	1	35,000.00	1	35,000.00	0	0.00
				<b>1,527,286.00</b>		<b>1,582,421.60</b>		<b>1,653,659.60</b>		<b>71,238.00</b>

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

## Property Management Agreement

This Property Management Agreement (“Agreement”) is entered into as of December 1, 2025 (“Effective Date”) between City of New Haven (“Owner”) and Merry Manors Management LLC, an Indiana limited liability company, (“Agent”). Owner and Agent shall be referred to individually as a “party” and collectively as the “parties.” The parties agree as follows:

1. **EXCLUSIVE RIGHT TO MANAGE.** Owner hereby employs Agent, giving Agent the right to manage Owner’s properties, as set forth in Exhibit “A” (collectively, “Properties”), under the terms and conditions set forth herein. Agent accepts the management of the Properties for the Term (as hereinafter defined) and upon the terms herein provided. Owner and Agent do not intend to form a joint venture, partnership, or similar relationship. Instead, the parties intend that Agent shall act solely in the capacity of an independent contractor for Owner. Neither party shall have the power to bind or obligate the other party by virtue of this Agreement, except as expressly provided in this Agreement.

2. **TERM.** This Agreement shall commence on December 1, 2025 and shall continue until April 30, 2026 (“Term”) OR until terminated upon thirty (30) days advance written notice by Agent or Owner.

3. **MANAGEMENT FEES.** In consideration of the services to be rendered by Agent, Owner shall pay Agent a fee of \$500 per month. The management Fee shall be paid by Owner to Agent on a monthly basis on or before the tenth (10<sup>th</sup>) of each month, and Agent shall be entitled to deduct this Fee from received rent payments, prior to making any disbursements of net proceeds to Owner. For inherited tenants who were not placed by Agent, Owner acknowledges and agrees that it shall owe Agent the Fee whether or not Agent is able to collect payment from any tenant for rent; the Fee is not contingent on a condition precedent of a rental payment made by a tenant.

4. **MANAGEMENT AUTHORITY.** Owner grants to Agent the following authority, powers and rights:

- a. Full management control of the Properties with the authority to execute lease terminations with tenants on behalf of the Owner, and to collect all rent and other monies and securities from the tenant(s) in the Properties
- b. To have repairs made, to purchase necessary supplies, to provide for all negotiations and contractual arrangements by suppliers, other independent contractors or Agent’s maintenance division and to pay such vendors. Owner’s written approval shall be obtained in advance for any maintenance or repair item in

excess of two hundred dollars (\$200.00) in cost – except for emergency repairs, for which Agent shall notify Owner immediately. Owner shall tender payment to Agent to reimburse Agent for all costs incurred for maintenance and repairs within ten (10) business days of receipt of invoicing.

- c. To change and rekey or recode the Properties between tenancies.
5. AGENT RESPONSIBILITIES. Agent shall have the following responsibilities:
- a. To use diligence in the management of the Properties for the Term herein provided.
  - b. To make every reasonable effort to collect rents. Agent may employ collecting agencies and/or attorneys to assist in the collection of the tenant rental obligations;
  - c. To collect and hold all rents until the end of this Agreement, at which point Agent will turn over all collected rents minus any management fees and termination fees..
  - d. To repair and maintain the Properties when needed and in accordance with Owner’s written instructions.
  - e. To keep track of all security deposits, net rents and expense items to Owner. Agent may use the security deposits to pay for the costs of repairs.
  - f. To keep Owner informed in writing of any changes in Agent’s contact information.
  - g. To provide and deliver lease termination documents to tenants per instructions from Owner
  - h. To coordinate lawn care and snow removal and any common area maintenance

Agent is not responsible for damage to the Properties nor missing items, switched out, lost or damaged under any circumstance, included but not limited to, theft, vandalism or negligence of tenants or their guests.

6. OWNER RESPONSIBILITIES. Owner shall have the following responsibilities:
- a. To keep Agent informed in writing of any changes of ownership interest in the Properties or changes in Owner’s contact information.
  - b. To cooperate with Agent in complying with all applicable housing, building and health codes as well as fair housing regulations.
  - c. To promptly pay the Fee and reimburse Agent for any costs incurred while acting as Agent.

7. OWNER WARRANTIES AND REPRESENTATIONS. Owner warrants and represents that:

- a. It has full power and authority to engage the services of Agent and has the right to receive income proceeds for the Properties.

- b. All mortgages and taxes are currently paid and are not in default, and the Properties are not now the subject of a foreclosure action. In the event of foreclosure, Agent shall be notified immediately.

8. **TERMINATION.** Either Owner or Agent may terminate this Agreement by giving the other party thirty (30) days prior written notice of termination. Should Owner terminate this Agreement before the conclusion of the Term, other than for cause, Owner shall pay Agent a termination fee of two hundred and fifty dollars (\$250) per Property. Either Owner or Agent may terminate this Agreement immediately with written or verbal notice if Owner's or Agent's actions or inactions are illegal. If this Agreement is voided because of the illegal or improper actions of either Owner or Agent, Owner or Agent may withhold funds to pay any obligations associated with any of the Properties. In the event the Properties are all sold, this Agreement shall be terminated at the time of closing, and Owner must pay all outstanding Fees and reimbursements at that time. In the event there are no remaining tenants leasing the Properties, this Agreement shall be terminated upon termination of the last remaining lease, and Owner must pay all outstanding Fees and reimbursements at that time. In the event of termination of this Agreement by either party, the parties agree that Agent shall have no further obligations to rent, lease or manage the Properties.

9. **SEVERABILITY.** If any provisions 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, where the application of such provisions or circumstances other than those as to which it is determined to be 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.

10. **ASSIGNMENT.** Agent agrees not to assign any of the responsibilities in this Agreement to a third party unless consented to in writing by Owner.

Owner may not assign this Agreement. If Owner does assign this Agreement, Owner remains responsible and obligated to pay all Fees and expenses incurred up to the expiration of the Term.

11. **INDEMNIFICATION.** Owner agrees to defend, indemnify and hold harmless Agent (to include Agent's representatives, members, agents and employees) from all loss, costs, damages, claims and liabilities, including reasonable attorney fees, arising either from the condition of the Properties which results in injuries to or death of any person or damage to the Properties or to the businesses conducted therein (to include the property of any tenant), or from any accident, casualty, injury or death that whatsoever occurs in or about the Properties, or upon, in or about the streets, sidewalks and rights-of-way adjoining the Properties except when caused by Agent's negligence or intentional acts. Owner must add Agent as an additional insured on the hazard and liability insurance.

Agent agrees to defend, indemnify and hold harmless Owner (to include Owner's representatives, members, agents and employees) from all loss, costs, damages, claims and liabilities, including reasonable attorney fees, arising from the gross negligence or intentional acts of Agent and its representatives, agents, contractors, employees which results in injuries to or death of any person or damage to the Properties or to the businesses conducted therein (to include the property of any tenant), except when caused by Owner's negligence or intentional acts.

12. **NOTICES.** Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement (each, a

“Notice”) shall be in writing. Any action required under this Agreement that is a term within the definition of "Notice" also shall be in writing. Notice to a party shall be given at the party's address stated below, or at such other address as a party may designate in a Notice to the other party:

If to Agent:

Merry Manors Management LLC  
c/o Jenna Merryman  
2815 Charlotte Ave  
Fort Wayne, IN 46805  
Email: [management@merrymanors.com](mailto:management@merrymanors.com)

If to Owner:

City of New Haven, Indiana  
c/o Steve McMichael or Pone Vongphachanh  
815 Lincoln Highway East  
New Haven, IN 46774  
Email: [pone@newhaven.in.gov](mailto:pone@newhaven.in.gov)

13. ATTORNEY’S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney’s fees which may be set by the court in the same action in addition to any other relief to which it may be entitled.

14. MISCELLANEOUS:

- a. This Agreement shall be governed by and construed in accordance with the laws of Indiana, with exclusive venue being in Allen County, without giving effect to its conflicts of law principles.
- b. Any dispute arising out of or in connection with this Agreement shall be resolved through mediation, with the Owner and Agent paying the costs of the mediator, 50-50. If mediation is unsuccessful, either party may pursue the dispute through litigation in accordance with the laws of Indiana.
- c. No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the parties.
- d. The section headings in this Agreement are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Agreement.
- e. This Agreement may be executed electronically and in several counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same document.
- f. This Agreement constitutes the entire agreement of the parties, all prior negotiations, and agreements, whether written or oral, having been merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

“OWNER”

City of New Haven, Indiana

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

Name Printed: Steve McMichael

Title: Mayor

“AGENT”

Merry Manors Management LLC

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

Name Printed: Jenna Merryman

Title: Member

Exhibit "A"  
to  
Property Management Agreement

Property

- Building known as the Isenbarger Building with 6 retail units and parcel #02-13-11-151-005.000-041
- Single family home located at 435 Lincoln Hwy W New Haven, IN 46774



**First Due Communications**  
 509 Ley Rd  
 Fort Wayne, IN 46825-5223  
 2602670588  
 info@firstduecom.com



**ADDRESS**

New Haven Police Department  
 815 Lincoln Highway E  
 New Haven, Indiana 46774  
 United States

**SHIP TO**

New Haven Police Department  
 815 Lincoln Highway E  
 New Haven, Indiana 46774  
 United States

**Estimate 25158**

**DATE 10/28/2025**

**EXPIRATION DATE 11/30/2025**

**TITLE**

Chevy 1500 Upfit (Discrete)

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Blueprint Siren Controller 100W - Handheld		1	894.00	894.00
	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt		1	218.52	218.52T
	100J/100U Series Speaker Bracket (no drill) capable of holding up to two speakers for the Dodge Ram		1	67.50	67.50
	Lockable Under-Seat Storage Box for 2019-2025 Chevrolet Silverado SSV & 2500/1500/GMC Sierra	Rear Underseat Storage	1	969.30	969.30
	Blueprint Sync	Add-on component for the bluePRINT 3 System to provide warning system coordination between vehicles. Compatible with East Central Fire/EMS vehicles.	1	260.51	260.51T
	4" mPower - Dual Color	Behind Grille (Discrete) w/Stealth Lens	4	147.02	588.08T
	Installation Materials	ACL 4 Module Stealth Bracket Grille	1	100.00	100.00T
	4" mPower - Dual Color	Below rear tail gate w/Stealth Lens	2	147.02	294.04T
	4" mPower - Dual Color	Rear Window R/A x2 each side	4	142.00	568.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	Rear Window Light Shrouds	1	28.50	28.50
	nForce Front Interior Lightbar - Dual Color	Red DS --- Blue PS w/x2 White Middle Takedown Modules	1	968.56	968.56
	Taillight Flasher Harness - Blueprint - Ginnwire	Rear Taillights (Factory Provided)	1	0.00	0.00T
	Headlight Flasher Harness - Blueprint - Ginnwire	Headlight Flasher (Factory Provided)	1	325.00	325.00
	Blue Sea Automatic Timer Disconnect		1	156.80	156.80T
	Shop Supplies		1	350.00	350.00T
	Install Labor		1	2,625.00	2,625.00T
	2025 Chevy Silverado SSV 4x4 - Gray Metrallic		1	47,862.00	47,862.00

No Center Console  
Handheld Siren Controller  
No Mobile Radio

SUBTOTAL 56,275.81  
TAX 0.00

**TOTAL \$56,275.81**

Accepted By

Accepted Date