



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 9/10/2024 at 9:00 AM

DIRECTIONS: Fishers Municipal Center: Nickel Plate Conference Room, 1 Municipal Drive, Fishers, IN 46038

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 8-27-24.
 - b. Request to approve the account payable register: Accounts Payable 9-10-24.
- 5. Resolution**
 - a. **R091024** - Request to approve Second Amendment to Agreement between Fishers and BF&S for Metro Airport Sanitary Sewer project.
 - b. **R091024A** - Request to approve Sanitary Sewer Service Agreement for NJS Foodmart and Gas Station.
 - c. **R091024B** - Request to approve a Reimbursement Agreement with Citizens Energy Group for 136th Street.
- 6. Regular Items**

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 8/27/2024 at 9:00 AM

DIRECTIONS: Fishers Municipal Center: Nickel Plate Conference Room, 1 Municipal Drive, Fishers, IN 46038

1. Meeting Called to Order

- The meeting was called to order at 9:00am by Scott Fadness. Board members Jeff Lantz, Jason Meyer and Scott Fadness were present.
- Staff present/Legal: Elliott Hultgren, Ashley Elrod, Hatem Mekky, Rich Bassett, Lisa Bradford, Ross Hilleary, Lindsey Bennett, Jordin Alexander, Megan Baumgartner, Eric Steiner, Molly Connolly, Jake Reardon McSoley, and Kari Adriano.
- Members of the Public: Craig Lutz, Shannon Bennett and Bob Evans.
- Resolution **R082724H** requested to be added to the agenda.
 - Jeff Lantz made a motion to add **R082724H** to the agenda. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

2. Announcements

3. Presentations

4. Consent Agenda

- a. Request to review the previous meeting memoranda: Meeting Minutes 8-13-24.
- b. Request to approve the account payable register: Accounts Payable 8-27-24.

- Jason Meyer made a motion to approve the consent agenda. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

5. Resolution

- a. **R082724** - Request to approve amendment to Professional Services Agreement with A&F Engineering.

- Hatem Mekky, Director of Engineering, presented **R082724** to the board.
- Jason Meyer made a motion to approve **R082724**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

- b. **R082724B** - Request to approve Release of Sewer Declaration (Gray Eagle).

- Lindsey Bennett, City Attorney, presented **R082724B** to the board.
- Jeff Lantz made a motion to approve **R082724B**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

- c. **R082724C** – Request to approve Eyebrow Dedication (Whispering Woods).

- Rich Bassett, Asset Manager, Department of Engineering, presented **R082724C** to the board.
- Jason Meyer made a motion to approve **R082724C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

- d. **R082724D** - Request to approve resolution Transferring Real Property To The City Of Fishers Redevelopment Commission.

- Megan Baumgartner, Director of Economic and Community Development, presented **R082724D** to the board.
- Jeff Lantz made a motion to approve **R082724D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

- e. **R082724E** – Request to approve Professional Services Agreement with Coverdale Consulting, LLC.

- Jake Reardon McSoley, Director of Recreation and Wellness, presented **R082724E** to the board.
- Jason Meyer made a motion to approve **R082724E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

f. **R082724F** - Request to approve resolution Accepting Dedication of Right-of-Way.

- Megan Baumgartner, Director of Economic and Community Development, presented **R082724F** to the board.
- Jeff Lantz made a motion to approve **R082724F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

g. **R082724G** – Request to approve Approval of Contract for Residential Solid Waste, Yard Waste, and Recycling Collection and Disposal Pursuant to Indiana Code 36-9-30-5.3.

- Lindsey Bennett, City Attorney, presented **R082724G** to the board.
- Jeff Lantz made a motion to approve **R082724G**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

h. **R082724H** - Resolution Approving Rental Fees For City Assets-Art & Municipal Building.

- Ashley Elrod, Director of Community & Public Relations, presented **R082724H** to the board.
- Jason Meyer made a motion to approve **R082724H**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment

- Jeff Lantz made a motion to adjourn the meeting. Jason Meyer seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:20 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

I hereby certify that each of the above listed vouchers and the invoices, or bills
attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

September 10, 2024

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 64 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$2,391,928.85.

Dated this 10th day of September 2024.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

73652	09/03/2024	EFT	4477 Reedy Financial Grou	94636 11189	07/31/2024		9324EP	1,657.50
				1,657.50 10101011 43100	Professional Services			

CHECK	73652 TOTAL:	1,657.50
-------	--------------	----------

73653	09/03/2024	PRTD	1495 Hamilton County Cler	94592 P4-116 Allisonville-	08/30/2024	22400728	9324EP	16,800.00
				16,800.00				

E 40020002 .ROWLIE.
20204010 44200

Infrastructure

CHECK	73653 TOTAL:	16,800.00
-------	--------------	-----------

73654	09/03/2024	PRTD	1495 Hamilton County Cler	94593 P4-116 Allisonville	08/30/2024	22400729	9324EP	314,400.00
				4,475.67 20204010 44200	Infrastructure			
				290,882.00 27084010 44100	Land			
				19,042.33				

E 40020002 .ROWLIE.
20204010 44200

Infrastructure

CHECK	73654 TOTAL:	314,400.00
-------	--------------	------------

NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***	332,857.50
------------------	---	----------------------------	------------

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	331,200.00
TOTAL EFT'S	1	1,657.50

*** GRAND TOTAL ***	332,857.50
---------------------	------------

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

73655	09/05/2024	MANL	1574 Citizens Energy Group	94678	WQ090334	08/19/2024	22400009	9524DD	9,183.10
				5,063.10	60609014 43500	Utility Services			
				620.00	60609014 43500	Utility Services			
				3,500.00	62609014 43500	Utility Services			
						CHECK	73655	TOTAL:	9,183.10
73656	09/05/2024	MANL	1574 Citizens Energy Group	94832	CitizensJulAug24	08/19/2024	22400120	9524DD	3,700.00
				3,700.00	10109012 43100	Professional Services			
						CHECK	73656	TOTAL:	3,700.00
73657	09/05/2024	MANL	1521 Indiana Gas Company	94689	WQ090324	08/06/2024	22400007	9524DD	264.68
				264.68	60609014 43500	Utility Services			
						CHECK	73657	TOTAL:	264.68
73658	09/05/2024	MANL	1521 Indiana Gas Company	94651	Sep_DPW_090324	08/06/2024	22400784	9524DD	5,600.00
				5,600.00	10109012 43100	Professional Services			
						CHECK	73658	TOTAL:	5,600.00
73659	09/05/2024	MANL	1521 Indiana Gas Company	94725	13134459-0	08/15/2024		9524DD	50.00
				50.00	21205058 43100	Professional Services			
						CHECK	73659	TOTAL:	50.00
73660	09/05/2024	MANL	1521 Indiana Gas Company	94724	13130221-8	08/15/2024		9524DD	200.00
				200.00	21205058 43100	Professional Services			
						CHECK	73660	TOTAL:	200.00
73661	09/05/2024	MANL	2664 Exelon Corporation	94672	4113762	08/26/2024	22400008	9524DD	2.45
				2.45	60609014 43500	Utility Services			
						CHECK	73661	TOTAL:	2.45
73662	09/05/2024	MANL	2664 Exelon Corporation	94676	4116148	08/29/2024	22400079	9524DD	1,621.06
				69.16	60609014 43500	Utility Services			
				1,551.90	10109012 43100	Professional Services			
						CHECK	73662	TOTAL:	1,621.06

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

73663	09/05/2024	MANL	364 Cinergy Corp	94804	Bldgs9424	07/31/2024	22400119	9524DD	60,929.48
				60,929.48	10109012 43100			Professional Services	
						CHECK	73663	TOTAL:	60,929.48
73664	09/05/2024	MANL	364 Cinergy Corp	94787	Streets9424	07/31/2024	22400119	9524DD	9,821.39
				9,821.39	10109012 43100			Professional Services	
						CHECK	73664	TOTAL:	9,821.39
73665	09/05/2024	MANL	364 Cinergy Corp	94815	910168682996	09/03/2024	22400119	9524DD	61.88
				61.88	10109012 43100			Professional Services	
						CHECK	73665	TOTAL:	61.88
73666	09/05/2024	MANL	364 Cinergy Corp	94822	910159310007	09/03/2024		9524DD	224.13
				224.13	21105058 43100			Professional Services	
						CHECK	73666	TOTAL:	224.13
73667	09/05/2024	MANL	364 Cinergy Corp	94772	WQ090324	09/03/2024	22400010	9524DD	56,198.33
				56,198.33	60609014 43500			Utility Services	
						CHECK	73667	TOTAL:	56,198.33

NUMBER OF CHECKS 13 *** CASH ACCOUNT TOTAL *** 147,856.50

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	13	147,856.50

*** GRAND TOTAL *** 147,856.50

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024H 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10103				FIB Health/Flex Account						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3097	Southeastern Indiana	0000		EFT	08/27/2024	HOD082724		89000	94693	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE			75.00			
							75.00			
3097	Southeastern Indiana	0000		EFT	09/15/2024	1647468CTYFIS		89155	94870	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE			36,423.76			
							36,423.76			
						CHECK TOTAL	36,498.76			
1315	Tx: Team Rehab Inc	0000		EFT	09/30/2024	1873		89038	94735	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE			11,700.00			
							11,700.00			
						CHECK TOTAL	11,700.00			
3	INVOICES					WARRANT TOTAL	48,198.76	48,198.76		
						CASH ACCOUNT BALANCE		-6,203,193.93		

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2299	539 Apparel LLC	0000		EFT	09/26/2024	1006505		88815	94502	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42231		GenExAff	UNIFORMS		544.00	544.00			
2299	539 Apparel LLC	0000	22400899	EFT	09/26/2024	1006670		88956	94649	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		6,344.00	6,344.00			
2299	539 Apparel LLC	0000		EFT	10/03/2024	1007109		89056	94763	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42231		GenExAff	UNIFORMS		20.00	20.00			
						CHECK TOTAL	6,908.00			
316	AAA Exterminating Inc	0000		EFT	09/21/2024	651304		88701	94380	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00	40.00			
316	AAA Exterminating Inc	0000		EFT	09/21/2024	651302		88702	94381	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		15.00	15.00			
316	AAA Exterminating Inc	0000		EFT	09/22/2024	651629		88751	94432	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		30.00	30.00			
316	AAA Exterminating Inc	0000		EFT	09/22/2024	651492		88752	94433	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		30.00	30.00			
316	AAA Exterminating Inc	0000		EFT	09/23/2024	651799		88761	94443	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00	45.00			
316	AAA Exterminating Inc	0000		EFT	09/23/2024	651824		88762	94444	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	09/22/2024	651842		88779	94462		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			55.00	55.00				
316	AAA Exterminating Inc	0000		EFT	09/22/2024	651837		88780	94463		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			35.00	35.00				
316	AAA Exterminating Inc	0000		EFT	09/22/2024	651836		88781	94464		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			50.00	50.00				
316	AAA Exterminating Inc	0000		EFT	09/22/2024	651818		88782	94465		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			70.00	70.00				
316	AAA Exterminating Inc	0000		EFT	09/23/2024	651882		88790	94477		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWWBuild PROSERVICE			45.00	45.00				
316	AAA Exterminating Inc	0000		EFT	09/26/2024	652312		88836	94526		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			40.00	40.00				
316	AAA Exterminating Inc	0000		EFT	09/26/2024	652355		88837	94527		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			40.00	40.00				
						CHECK TOTAL	555.00				
4901	Adrenaline Indoor Adv	0000		EFT	08/25/2024	270456		88793	94480		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks PROSERVICE			1,826.00	1,826.00				
						CHECK TOTAL	1,826.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
179	Advanced Turf Solutio		0000	22400870	EFT	10/07/2024	SO1212883		89015	94709	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106193 42200		GFICPKSMNTOPERSUP			4,521.20				
	2	10109013 43100		GenPWParks PROSERVICE			41.00				
								4,562.20			
							CHECK TOTAL	4,562.20			
4922	AHUJA, NIKHIL & ELLEN		0000		INV	09/10/2024	88929		88929	94620	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900	Sew	USERFEES			39.79				
								39.79			
							CHECK TOTAL	39.79			
4542	AIA Corporation, LLC		0000		EFT	10/03/2024	3HY3116635		89118	94828	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27807010 42200	CPP	OPERSUP			1,708.87				
								1,708.87			
							CHECK TOTAL	1,708.87			
124	Airgas, Inc.		0000		EFT	09/11/2024	9152661255		88534	94212	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100	GenEMS	PROSERVICE			57.15				
								57.15			
124	Airgas, Inc.		0000		EFT	09/12/2024	9152753359		88535	94213	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100	GenEMS	PROSERVICE			55.46				
								55.46			
124	Airgas, Inc.		0000		EFT	09/25/2024	9153110525		89057	94764	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100	GenEMS	PROSERVICE			41.10				
								41.10			
							CHECK TOTAL	153.71			
90	Amazon Web Services L		0000	22400507	EFT	10/02/2024	1825520177		88957	94650	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100	GenIT	PROSERVICE			6,212.49				
	2	60606050 43100	SewIT	PROSERVICE			776.56				
	3	62606050 43100	SWIT	PROSERVICE			776.56				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							7,765.61			
						CHECK TOTAL	7,765.61			
808	Amazon.com LLC	0000		EFT	09/21/2024	1XC9-4P7M-7RHQ		88688	94367	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP			143.62			
							143.62			
808	Amazon.com LLC	0000		EFT	09/21/2024	16XQ-3FYM-HGK4		88742	94423	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP			73.58			
							73.58			
808	Amazon.com LLC	0000		EFT	09/19/2024	14CP-RTR6-7PF4		88743	94424	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			57.89			
							57.89			
808	Amazon.com LLC	0000		EFT	09/22/2024	13HT-V1JC-MKNJ		88744	94425	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10102010 42200		GenClerk	OPERSUP			2.75			
	2 10101017 42200		GenFndCS	OPERSUP			5.45			
	3 21205058 42200		CHD	OPERSUP			2.75			
	4 10101013 42200		GenContr	OPERSUP			8.13			
							19.08			
808	Amazon.com LLC	0000		EFT	09/21/2024	161Y-77QD-H1CF		88755	94436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			75.44			
							75.44			
808	Amazon.com LLC	0000		EFT	09/07/2024	16JN-7HXG-1F9M		88756	94437	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			342.88			
	2 10108012 42200		GenPatrol	OPERSUP			80.94			
							423.82			
808	Amazon.com LLC	0000		EFT	09/07/2024	1PCL-31DF-6JLJ		88757	94438	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			92.58			
							92.58			
808	Amazon.com LLC	0000		EFT	09/25/2024	1LG9-QG7L-4RF9		88758	94439	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			43.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	09/25/2024	1XKP-QFPL-CL4J	43.98	88805	94492	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			104.19			
808	Amazon.com LLC	0000		EFT	09/22/2024	13XX-K97M-KKXM	104.19	88820	94507	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE			3,499.00			
808	Amazon.com LLC	0000		EFT	09/25/2024	1QC1-TVHJ-WG1W	3,499.00	88822	94509	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			-57.89			
808	Amazon.com LLC	0000		EFT	09/25/2024	1YHV-N73N-CYKQ	-57.89	88824	94511	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			44.97			
808	Amazon.com LLC	0000		EFT	09/26/2024	1JWX-6KH7-LRYC	44.97	88825	94512	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP			24.90			
808	Amazon.com LLC	0000		EFT	09/21/2024	1FFX-1DG3-DTVX	24.90	88843	94533	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP			9.99			
808	Amazon.com LLC	0000		EFT	09/21/2024	1HH3-FM4C-931M	9.99	88847	94537	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSR	OPERSUP			64.26			
808	Amazon.com LLC	0000		EFT	09/26/2024	1NQW-Q4KC-G4LC	64.26	88959	94652	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP			125.20			
							125.20			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22400834	EFT	10/01/2024	113H-PJ9M-W7PF		88984	94677	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			112.66			
	2 60606050 42200		SewIT	OPERSUP			112.66			
	3 62606050 42200		SWIT	OPERSUP			112.68			
	4 10106050 42200		GenIT	OPERSUP			234.64			
	5 10106050 42200		GenIT	OPERSUP			318.54			
	6 10106050 42200		GenIT	OPERSUP			755.00			
	7 10106050 42200		GenIT	OPERSUP			139.00			
							1,785.18			
808	Amazon.com LLC	0000		EFT	10/01/2024	ICFY-P4HJ-N1K3		89024	94718	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			-59.99			
							-59.99			
808	Amazon.com LLC	0000		EFT	10/01/2024	14LD-7MDK-N1GJ		89025	94719	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			1,106.38			
							1,106.38			
808	Amazon.com LLC	0000		EFT	10/01/2024	1QKH-CQLD-MV7V		89026	94720	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			-234.04			
							-234.04			
808	Amazon.com LLC	0000		EFT	10/01/2024	1GVM-PYPD-KH3T		89028	94722	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			2,217.57			
							2,217.57			
808	Amazon.com LLC	0000		EFT	09/28/2024	137N-TTKW-1WMM		89035	94732	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFND	OPERSUP			30.45			
							30.45			
808	Amazon.com LLC	0000		EFT	10/01/2024	1NN9-DNHM-T46D		89045	94742	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			354.95			
							354.95			
808	Amazon.com LLC	0000		EFT	09/28/2024	1RQF-MK6P-CVGR		89048	94745	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			41.19			
							41.19			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000		10100	APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	10/02/2024	1Q11-HRXM-1XFP		89111	94821	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		9.86	9.86			
808	Amazon.com LLC	0000		EFT	10/03/2024	1GVP-GTHY-4M6X		89225	94944	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		51.63	51.63			
808	Amazon.com LLC	0000		EFT	10/04/2024	16FV-CKW4-3QR7		89226	94945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		78.24	78.24			
						CHECK TOTAL	10,126.03			
808	Amazon.com LLC	0000	22201233	EFT	09/25/2024	1C3D-R9JV-37T1		89052	94749	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		7.84				
	2 62604010 42200		SWEng	OPERSUP		14.05	21.89			
						CHECK TOTAL	21.89			
808	Amazon.com LLC	0000	22201233	EFT	09/28/2024	16PJ-3GMV-93J7		89053	94750	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		21.02				
	2 62604010 42200		SWEng	OPERSUP		37.65	58.67			
						CHECK TOTAL	58.67			
228	American Eagle Equipm	0000	22301217	EFT	09/11/2024	13150		88985	94679	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		2,723.00	2,723.00			
228	American Eagle Equipm	0000	22301217	EFT	09/11/2024	13149		88990	94683	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		2,723.00	2,723.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13155		88992	94685	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		360.00	360.00			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13156		88993	94686	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		360.00	360.00			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13159		88995	94688	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		360.00	360.00			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13161		88998	94691	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		1,035.90	1,035.90			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13154		89001	94694	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		360.00	360.00			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13162		89002	94695	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		1,035.90	1,035.90			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13163		89003	94696	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		370.00	370.00			
228	American Eagle Equipm	0000	22301217	EFT	09/12/2024	13164		89004	94697	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		370.00	370.00			
228	American Eagle Equipm	0000	22301217	EFT	09/13/2024	13191		89005	94698	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		360.00	360.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
228	American Eagle Equipm		0000	22301217	EFT	09/12/2024	13165		89007	94700	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 43100		GenFleet	PROSERVICE		1,560.00				
							1,560.00				
							CHECK TOTAL	11,617.80			
468	American Pump Repair		0000	22301364	EFT	09/27/2024	79374		89117	94827	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWaterOPERSUP			2,429.00				
							2,429.00				
							CHECK TOTAL	2,429.00			
4596	Amilia Technologies U		0000		EFT	09/30/2024	1563944		89060	94768	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101012 43100		GenBSG	PROSERVICE		499.00				
							499.00				
							CHECK TOTAL	499.00			
4914	Angela Washburn		0000		INV	09/10/2024	88921		88921	94612	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		39.79				
							39.79				
							CHECK TOTAL	39.79			
4918	ANNANGI, PRASAD		0000		INV	09/10/2024	88925		88925	94616	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		39.79				
							39.79				
							CHECK TOTAL	39.79			
4103	Aquatic Informatics I		0000	22400841	EFT	09/19/2024	109882		88997	94690	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601012 43100		BSGSWR	PROSERVICE		6,210.02				
							6,210.02				
							CHECK TOTAL	6,210.02			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
700	AT&T Mobility II, LL	0000	22400191	EFT	09/07/2024	287282926527x082024		750083	94751	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		79.73				
						79.73				
						CHECK TOTAL	79.73			
700	AT&T Mobility II, LL	0000	22400191	EFT	09/06/2024	287299683950x081924		750093	94752	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		312.40				
						312.40				
						CHECK TOTAL	312.40			
700	AT&T Mobility II, LL	0000	22400191	EFT	09/07/2024	287282927199x082024		750103	94753	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		143.48				
						143.48				
						CHECK TOTAL	143.48			
700	AT&T Mobility II, LL	0000	22400896	EFT	09/02/2024	287283895228x081524		750113	94754	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,085.37				
	2 10106050 42200		GenIT	OPERSUP		1.98				
						3,087.35				
						CHECK TOTAL	3,087.35			
700	AT&T Mobility II, LL	0000	22400896	EFT	09/06/2024	287301827393x081924		750123	94755	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		9,262.99				
						9,262.99				
						CHECK TOTAL	9,262.99			
700	AT&T Mobility II, LL	0000		EFT	09/06/2024	287303132695x081924		750133	94756	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 43100		HDVFC	PROSERVICE		124.96				
	2 21206050 43100		HDFIT	PROSERVICE		31.24				
						156.20				
						CHECK TOTAL	156.20			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
700	AT&T Mobility II, LL	0000	22400191	EFT	09/07/2024	287282942898x082024		750143	94757	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		219.95				
							219.95			
						CHECK TOTAL	219.95			
700	AT&T Mobility II, LL	0000	22400191	EFT	09/07/2024	287282745434x082024		750152	94758	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		201.96				
							201.96			
						CHECK TOTAL	201.96			
700	AT&T Mobility II, LL	0000	22400896	EFT	09/06/2024	287288211554x081924		750162	94759	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		6,361.17				
	2 10106050 42200		GenIT	OPERSUP		1,617.90				
							7,979.07			
						CHECK TOTAL	7,979.07			
700	AT&T Mobility II, LL	0000	22400174	EFT	09/06/2024	287286291889x081924		89107	94817	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606050 43100		SWIT	PROSERVICE		30.92				
	2 62606050 43100		SWIT	PROSERVICE		545.30				
	3 10106050 43100		GenIT	PROSERVICE		321.72				
	4 62606050 43100		SWIT	PROSERVICE		3,110.96				
							4,008.90			
						CHECK TOTAL	4,008.90			
1644	Rich Bassett	0000		INV	10/05/2024	IMSA824		89209	94928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43200		MVHEng	COMMTRANS		426.05				
							426.05			
						CHECK TOTAL	426.05			
4926	BBS4K LLC S Series	0000		INV	09/10/2024	88933		88933	94624	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	79.58			
2460	Beaver Gravel Corpora	0000		EFT	09/20/2024	G1408095		88697	94376	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			340.00			
							340.00			
2460	Beaver Gravel Corpora	0000		EFT	09/19/2024	G1407930		88698	94377	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			340.00			
							340.00			
2460	Beaver Gravel Corpora	0000		EFT	09/18/2024	G1407825		88802	94489	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP			1,750.00			
							1,750.00			
						CHECK TOTAL	2,430.00			
2764	BEC Enterprises LLC	0000		EFT	09/22/2024	INV28302		88823	94510	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				572.50			
							572.50			
						CHECK TOTAL	572.50			
621	Best Way of Indiana I	0000	22400078	EFT	09/25/2024	014795		89233	94953	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43151		SewPWWaterSLUDGE				54,226.16			
							54,226.16			
621	Best Way of Indiana I	0000	22400631	EFT	09/25/2024	014806		89235	94955	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43151		SWPWWater SLUDGE				3,087.35			
							3,087.35			
						CHECK TOTAL	57,313.51			
540	Bio Chem, Incorporate	0000	22301370	EFT	09/22/2024	25946		89219	94938	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				8,107.89			
	2 60609014 42200		SewPWWaterOPERSUP				11,494.51			
							19,602.40			
						CHECK TOTAL	19,602.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
608	BL Anderson Co., Inc.	0000		EFT	08/31/2024	001242		89041	94738	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			-790.00				
							-790.00			
608	BL Anderson Co., Inc.	0000	22400891	EFT	09/20/2024	033061		89042	94739	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			7,655.00				
							7,655.00			
						CHECK TOTAL	6,865.00			
4929	BORDEN, BRETT A.	0000		INV	09/10/2024	88936		88936	94627	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		35.81				
							35.81			
						CHECK TOTAL	35.81			
373	Bound Tree Medical, L	0000		EFT	09/13/2024	85450617		88536	94214	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,912.74				
							1,912.74			
373	Bound Tree Medical, L	0000		EFT	09/13/2024	85450618		88537	94215	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,744.88				
							1,744.88			
373	Bound Tree Medical, L	0000		EFT	09/19/2024	85457238		88770	94453	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,941.83				
							1,941.83			
373	Bound Tree Medical, L	0000		EFT	09/25/2024	85463605		88900	94591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		758.23				
							758.23			
373	Bound Tree Medical, L	0000		EFT	09/26/2024	85465323		88960	94653	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		899.61				
							899.61			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L		0000		EFT	09/29/2024	85470358		89199	94918	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,724.72	1,724.72			
373	Bound Tree Medical, L		0000		EFT	09/29/2024	85470359		89200	94919	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,783.68	1,783.68			
373	Bound Tree Medical, L		0000		EFT	09/29/2024	85470360		89201	94920	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,243.92	1,243.92			
373	Bound Tree Medical, L		0000		EFT	09/29/2024	85470361		89202	94921	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,899.98	1,899.98			
							CHECK TOTAL	13,909.59			
1874	Bountiful Bouncing En		0000		EFT	09/22/2024	33645375		88789	94475	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 43100		GenParks	PROSERVICE		1,499.00	1,499.00			
							CHECK TOTAL	1,499.00			
1879	Brenntag Mid-South In		0000		EFT	09/18/2024	BMS741051		88848	94538	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106193 42200		GFICPKSMNTOPERSUP			1,056.25	1,056.25			
							CHECK TOTAL	1,056.25			
4919	Brett I Williams		0000		INV	09/10/2024	88926		88926	94617	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		39.79	39.79			
							CHECK TOTAL	39.79			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4912	Brian & Christine Ham			0000		INV	09/10/2024	88919		88919	94610	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES			79.58			
									79.58			
								CHECK TOTAL	79.58			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385110		89065	94774	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				190.00			
									190.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385111		89067	94777	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				450.00			
									450.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385112		89069	94778	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				150.00			
									150.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385113		89072	94781	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				170.00			
									170.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385114		89074	94782	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				250.00			
									250.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385115		89075	94783	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				210.00			
									210.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385116		89076	94784	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				320.00			
									320.00			
567	Buckeye Power Sales C			0000	22400785	EFT	09/22/2024	PSV385117		89077	94785	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				190.00			
									190.00			

Report generated: 09/06/2024 12:48:25
User: Carrie Clark (clarkc)
Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385118		89079	94789		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385119		89082	94791		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			270.00					
							270.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385120		89086	94794		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385121		89093	94803		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385122		89097	94806		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385123		89100	94810		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385124		89102	94812		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			330.00					
							330.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385134		89103	94813		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385135		89104	94814		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385136		89105	94816	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385137		89108	94818	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22400785	EFT	09/22/2024	PSV385138		89109	94819	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
						CHECK TOTAL	4,500.00			
3354	Burgess & Niple Inc	0000		EFT	09/27/2024	1157415		89145	94860	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr CAPEXP			24,575.05				
							24,575.05			
						CHECK TOTAL	24,575.05			
737	Butler, Fairman & Seu	0000	22400179	EFT	09/21/2024	105473		89051	94748	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng PROSERVICE			3,156.00				
	2 60604010 43100		SewEng PROSERVICE			2,104.00				
							5,260.00			
						CHECK TOTAL	5,260.00			
2441	BW Construction LLC	0000	22400398	EFT	09/25/2024	2024046A		88887	94579	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf PROSERVICE			5,227.27				
							5,227.27			
2441	BW Construction LLC	0000		EFT	09/19/2024	20230718		88899	94590	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 44391011 43100		ECNDEVMY PROSERVICE			18,518.00				
							18,518.00			
						CHECK TOTAL	23,745.27			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2424	CallTower Inc	0000		EFT	10/16/2024	202116584		88991	94684		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		794.40					
						794.40					
						CHECK TOTAL	794.40				
4906	Castleton Village Cen	0000		EFT	09/14/2024	2027240		88893	94584		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 42200		CPP	OPERSUP		1,378.59					
						1,378.59					
						CHECK TOTAL	1,378.59				
831	CC&T Construction Co,	0000		EFT	09/26/2024	PAY#01		89144	94859		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		37,116.99					
						37,116.99					
						CHECK TOTAL	37,116.99				
703	CDW Government, Inc.	0000	22400645	EFT	09/22/2024	AA3BM5E		88952	94645		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		425.65					
	2 60606050 42200		SewIT	OPERSUP		425.64					
						851.29					
703	CDW Government, Inc.	0000	22400645	EFT	09/28/2024	AA4AK2Z		88972	94665		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606050 42200		SewIT	OPERSUP		121.92					
						121.92					
703	CDW Government, Inc.	0000		EFT	09/28/2024	AA38G2Z		88974	94667		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		772.77					
						772.77					
703	CDW Government, Inc.	0000	22400645	EFT	09/26/2024	AA3PK7H		88987	94680		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		133.38					
	2 60606050 42200		SewIT	OPERSUP		133.37					
						266.75					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
703	CDW Government, Inc.	0000	22400645	EFT	09/26/2024	AA3NV6Z		88988	94681	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		851.29				
							851.29			
						CHECK TOTAL	2,864.02			
1734	Certified Consultants	0000	22400927	EFT	10/03/2024	1216		89246	94967	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			2,470.00				
							2,470.00			
						CHECK TOTAL	2,470.00			
714	Cintas Corporation No	0000		EFT	09/21/2024	4202705973		88703	94382	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			45.34				
							45.34			
714	Cintas Corporation No	0000		EFT	09/21/2024	4202705856		88704	94383	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			81.98				
							81.98			
714	Cintas Corporation No	0000		EFT	09/21/2024	4202706195		88706	94385	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			106.46				
							106.46			
714	Cintas Corporation No	0000		EFT	09/21/2024	4202706233		88709	94388	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			35.36				
							35.36			
714	Cintas Corporation No	0000		EFT	09/21/2024	4202705925		88710	94389	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			43.49				
							43.49			
714	Cintas Corporation No	0000		EFT	09/21/2024	4202703381		88711	94390	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			77.85				
							77.85			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	09/21/2024	4202706181		88712	94391	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			78.92			
									78.92			
714	Cintas Corporation No			0000		EFT	09/23/2024	4203011499		88745	94426	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			98.71			
									98.71			
714	Cintas Corporation No			0000		EFT	09/23/2024	4203011616		88748	94429	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			178.37			
									178.37			
714	Cintas Corporation No			0000		EFT	09/23/2024	4203011565		88749	94430	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			91.50			
									91.50			
714	Cintas Corporation No			0000		EFT	09/23/2024	4203011639		88750	94431	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20109011	43100		MVHPWStr	PROSERVICE			230.31			
									230.31			
714	Cintas Corporation No			0000		EFT	09/10/2024	4203433765		88816	94503	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43100		GenFireAdm	PROSERVICE			55.55			
									55.55			
714	Cintas Corporation No			0000		EFT	09/28/2024	4203434032		88888	94578	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			35.00			
									35.00			
714	Cintas Corporation No			0000		EFT	09/28/2024	4203434023		88889	94580	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			106.46			
									106.46			
714	Cintas Corporation No			0000		EFT	09/28/2024	4203433816		88890	94581	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			37.40			
									37.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	09/28/2024	4203433829		88891	94582	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			45.34				
							45.34			
714	Cintas Corporation No	0000		EFT	09/28/2024	4203434024		88892	94583	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild PROSERVICE			73.44				
							73.44			
714	Cintas Corporation No	0000		EFT	09/30/2024	9286152982		89071	94780	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS OPERSUP			94.16				
							94.16			
714	Cintas Corporation No	0000		EFT	10/03/2024	5228040495		89078	94786	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			216.30				
							216.30			
714	Cintas Corporation No	0000		EFT	09/30/2024	4203761056		89081	94790	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE			230.31				
							230.31			
714	Cintas Corporation No	0000		EFT	09/30/2024	4203760965		89084	94792	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild PROSERVICE			91.50				
							91.50			
714	Cintas Corporation No	0000		EFT	09/30/2024	4203761043		89085	94793	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			178.37				
							178.37			
714	Cintas Corporation No	0000		EFT	10/04/2024	5228265843		89165	94883	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			266.87				
							266.87			
714	Cintas Corporation No	0000		EFT	10/04/2024	4204094487		89177	94895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			45.34				
							45.34			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	10/04/2024	4204094676		89179	94898		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		73.44	73.44				
714	Cintas Corporation No	0000		EFT	10/04/2024	4204094444		89180	94899		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		37.40	37.40				
714	Cintas Corporation No	0000		EFT	10/04/2024	4204094700		89181	94900		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		35.00	35.00				
714	Cintas Corporation No	0000		EFT	10/04/2024	4204094707		89182	94901		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		106.46	106.46				
714	Cintas Corporation No	0000		EFT	09/30/2024	4203760879		89239	94960		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		37.45	37.45				
714	Cintas Corporation No	0000		EFT	10/05/2024	4204293159		89241	94962		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		62.18	62.18				
						CHECK TOTAL	2,896.26				
4903	Claire Davis	0000		INV	09/27/2024	88817		88817	94504		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 43200		GenExAff	COMMTTRANS		288.00	288.00				
						CHECK TOTAL	288.00				
1048	Clark Dietz, Inc	0000	22301250	EFT	09/06/2024	441917		89119	94830		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWater	MACHEQPT		1,267.50	1,267.50				
						CHECK TOTAL	1,267.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4932	CLARK, ERIC & SARAH	0000		INV	09/10/2024	88939		88939	94630	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		31.00				
							31.00			
						CHECK TOTAL	31.00			
3018	Contemporary Services	0000		EFT	10/04/2024	13311467		89174	94892	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		2,524.50				
							2,524.50			
3018	Contemporary Services	0000		EFT	10/04/2024	13311466		89175	94893	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		2,417.25				
							2,417.25			
3018	Contemporary Services	0000	22400909	EFT	09/25/2024	13311391		89231	94949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		2,291.13				
							2,291.13			
						CHECK TOTAL	7,232.88			
4934	DATHER, KELLY	0000		INV	09/10/2024	88941		88941	94632	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		31.00				
							31.00			
						CHECK TOTAL	31.00			
4910	Debra Chamberlain	0000		INV	09/10/2024	88917		88917	94608	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
952	Dive Rescue Internati	0000		EFT	09/10/2024	INV196632		88813	94500	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		346.88				
							346.88			
						CHECK TOTAL	346.88			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
802	Earth Networks Inc	0000		EFT	07/06/2024	INV45304		89062	94771	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		1,824.00				
						1,824.00				
						CHECK TOTAL	1,824.00			
1900	Earthworks Lawncare I	0000	22400886	EFT	09/12/2024	25253		89249	94970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRT	PROSERVICE		4,200.00				
						4,200.00				
						CHECK TOTAL	4,200.00			
1104	Eastern Engineering S	0000		EFT	08/11/2024	1135850		88994	94687	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		48.25				
						48.25				
						CHECK TOTAL	48.25			
3636	Eckart LLC	0000		EFT	09/25/2024	S101079149.002		88838	94528	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		517.92				
						517.92				
3636	Eckart LLC	0000		EFT	09/25/2024	S101108888.001		88839	94529	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,594.44				
						1,594.44				
3636	Eckart LLC	0000		EFT	09/25/2024	S101108888.003		88840	94530	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		422.15				
						422.15				
3636	Eckart LLC	0000		EFT	09/25/2024	S101111466.002		88841	94531	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		146.46				
						146.46				
3636	Eckart LLC	0000		EFT	09/25/2024	S101114090.001		88842	94532	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		176.82				
						176.82				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3636	Eckart LLC	0000		EFT	09/25/2024	S101114892.001		89191	94910	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		217.60				
						CHECK TOTAL	217.60			
							3,075.39			
4936	EDISON, NORMAN & CARO	0000		INV	09/10/2024	88943		88943	94634	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		455.92				
						CHECK TOTAL	455.92			
							455.92			
476	Element Materials Tec	0000		EFT	09/21/2024	24-159261		88690	94370	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		130.60				
						CHECK TOTAL	130.60			
							130.60			
1186	Elwood Fire Equipment	0000		EFT	09/14/2024	74699		88898	94589	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		63.00				
						CHECK TOTAL	63.00			
							63.00			
1186	Elwood Fire Equipment	0000		EFT	09/14/2024	74700		89242	94963	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		147.00				
						CHECK TOTAL	147.00			
							210.00			
1028	Environmental Laborat	0000		EFT	09/22/2024	20406508		88746	94427	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		40.00				
						CHECK TOTAL	40.00			
							40.00			
1028	Environmental Laborat	0000		EFT	09/22/2024	20406493		88747	94428	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		40.00				
						CHECK TOTAL	40.00			
							40.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1028	Environmental Laborat	0000		EFT	09/20/2024	20406044		88791	94476		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		44.00					
							44.00				
1028	Environmental Laborat	0000		EFT	09/29/2024	20406983		89095	94798		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		40.00					
							40.00				
1028	Environmental Laborat	0000		EFT	09/29/2024	20406970		89096	94805		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		40.00					
							40.00				
						CHECK TOTAL	204.00				
2933	Epic Solutions Inc	0000		EFT	09/27/2024	16658		89055	94762		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS	OPERSUP		1,291.28					
							1,291.28				
						CHECK TOTAL	1,291.28				
1182	Fineline Graphics Inc	0000	22400902	EFT	09/26/2024	160103		89064	94773		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101010 43202		GenAdmin	POSTAGE		1,177.00					
	2 10101016 43300		GenPR	PRINTADVER		1,434.43					
							2,611.43				
1182	Fineline Graphics Inc	0000	22400902	EFT	09/26/2024	160100		89066	94775		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101010 43202		GenAdmin	POSTAGE		1,190.00					
	2 10101016 43300		GenPR	PRINTADVER		1,456.81					
							2,646.81				
						CHECK TOTAL	5,258.24				
3088	FlashParking Inc	0000		EFT	10/03/2024	INV1016302		89061	94769		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		568.90					
							568.90				
						CHECK TOTAL	568.90				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1193	Fluid Waste Services,	0000	22400872	EFT	09/20/2024	64657		89132	94846		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			2,696.25					
							2,696.25				
1193	Fluid Waste Services,	0000	22400872	EFT	09/25/2024	64707		89134	94848		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			7,802.51					
							7,802.51				
						CHECK TOTAL	10,498.76				
2358	Fredericks Inc	0000		EFT	09/26/2024	5590-24		88807	94494		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr CAPEXP			36,650.00					
							36,650.00				
						CHECK TOTAL	36,650.00				
1196	Frey Water Conditioni	0000		EFT	10/04/2024	108102955		89176	94894		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNDPERSUP			161.81					
							161.81				
						CHECK TOTAL	161.81				
4911	Gerardo & Jennifer Li	0000		INV	09/10/2024	88918		88918	94609		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew USERFEES			39.79					
							39.79				
						CHECK TOTAL	39.79				
1760	Brock Gohring	0000		INV	09/18/2024	082624		88768	94450		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr PROSERVICE			132.00					
							132.00				
						CHECK TOTAL	132.00				
4928	GORELIK, LEONID & ALI	0000		INV	09/10/2024	88935		88935	94626		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew USERFEES			79.58					
							79.58				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	79.58			
686	Green Stone LLC	0000		EFT	09/22/2024	21544		89152	94867	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP			393.00			
							393.00			
686	Green Stone LLC	0000		EFT	09/22/2024	21542		89154	94869	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP			602.00			
							602.00			
						CHECK TOTAL	995.00			
1918	Greencycle of Indiana	0000		EFT	09/20/2024	220000633822		88695	94374	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			35.00			
							35.00			
						CHECK TOTAL	35.00			
770	Grimco Inc	0000		EFT	10/03/2024	33097959-01		89188	94907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP			274.24			
							274.24			
						CHECK TOTAL	274.24			
4920	GRONEMEYER, JEFFREY L	0000		INV	09/10/2024	88927		88927	94618	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	79.58			
4899	HAE Fields LLC	0000		EFT	09/11/2024	1255		88886	94576	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055010 43100		FireGrant	PROSERVICE			489.65			
							489.65			
						CHECK TOTAL	489.65			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1417	Hamilton County Recor		0000		INV	09/19/2024	LIENS9524P		89210	94929	
ACCOUNT DETAIL							LINE AMOUNT				
1	60601013 43100		SewContr	PROSERVICE			25.00				
2	62601013 43100		SWContr	PROSERVICE			25.00				
								50.00			
							CHECK TOTAL	50.00			
177	Hamilton Southeastern		0000		EFT	09/03/2024	2024GRANT_		89227	94946	
ACCOUNT DETAIL							LINE AMOUNT				
1	10101011 43100		GenMayorOf	PROSERVICE			10,000.00				
								10,000.00			
							CHECK TOTAL	10,000.00			
1431	Hamilton Southeastern		0000	22400928	EFT	10/03/2024	8312024		89234	94954	
ACCOUNT DETAIL							LINE AMOUNT				
1	10106010 42221		GenFleet	FUEL			3,395.96				
2	20106010 42221		MVHFleet	FUEL			3,026.31				
3	60606010 42221		SewFleet	FUEL			1,059.90				
4	62606010 42221		SWFleet	FUEL			3,588.80				
								11,070.97			
							CHECK TOTAL	11,070.97			
2053	Rodney V Hartley		0000	22400689	EFT	09/18/2024	3181		89021	94715	
ACCOUNT DETAIL							LINE AMOUNT				
1	10109013 43100		GenPWParks	PROSERVICE			2,493.00				
								2,493.00			
							CHECK TOTAL	2,493.00			
3718	HD Supply Inc		0000	22400407	EFT	10/03/2024	INV00471367		89186	94905	
ACCOUNT DETAIL							LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP				322.35				
								322.35			
3718	HD Supply Inc		0000	22400407	EFT	09/28/2024	INV00468909		89192	94911	
ACCOUNT DETAIL							LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP				461.81				
								461.81			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000	22400407	EFT	09/28/2024	INV00469434		89195	94914	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		471.37				
							471.37			
						CHECK TOTAL	1,255.53			
4597	HD Supply Inc	0000		EFT	09/21/2024	821740594		88771	94454	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		60.51				
							60.51			
4597	HD Supply Inc	0000		EFT	09/22/2024	821971819		88772	94455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		178.03				
							178.03			
4597	HD Supply Inc	0000		EFT	09/25/2024	822209599		88773	94456	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		61.52				
							61.52			
						CHECK TOTAL	300.06			
844	Heritage Crystal Clea	0000		EFT	09/21/2024	18859475		88705	94384	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,699.78				
							1,699.78			
						CHECK TOTAL	1,699.78			
3361	Heritage Landscape Su	0000		EFT	10/12/2024	0017407681-001		88897	94588	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		10.83				
							10.83			
						CHECK TOTAL	10.83			
1412	Hoosier Fire Equipmen	0000	22400629	EFT	09/09/2024	120744		88969	94662	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		23,315.90				
							23,315.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1412	Hoosier Fire Equipmen		0000	22400629	EFT	08/31/2024	120650		88975	94668	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP			114.75			
	2	10105013 42200		GenLogist	OPERSUP			132.95			
	3	10105015 42200		GenSafeTr	OPERSUP			165.80			
	4	10105015 42231		GenSafeTr	UNIFORMS			102.10			
	5	10105015 42231		GenSafeTr	UNIFORMS			48.70			
								564.30			
1412	Hoosier Fire Equipmen		0000		EFT	09/09/2024	120745		88978	94671	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42231		GenSafeTr	UNIFORMS			564.30			
								564.30			
1412	Hoosier Fire Equipmen		0000		EFT	09/09/2024	120746		88979	94673	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP			224.05			
								224.05			
							CHECK TOTAL	24,668.55			
1480	Hoosier Heritage Port		0000		EFT	06/14/2024	051524		89221	94940	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE				350.00			
								350.00			
							CHECK TOTAL	350.00			
4299	Hoosier Junk Removal		0000	22301270	EFT	09/21/2024	14942576		89113	94823	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62609014 43100		SWPWWater PROSERVICE				218.00			
								218.00			
							CHECK TOTAL	218.00			
708	Hoosier Portable Rest		0000		EFT	09/24/2024	68853		88961	94654	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 43100		GenParks	PROSERVICE			1,720.00			
								1,720.00			
							CHECK TOTAL	1,720.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3084	Houselight Ventures L	0000		EFT	08/14/2024	1162		89166	94884		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		20,000.00					
						CHECK TOTAL	20,000.00				
							20,000.00				
1429	Humane Society For Ha	0000	22400897	EFT	07/15/2024	3821		88955	94648		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		101,069.79					
						CHECK TOTAL	101,069.79				
							101,069.79				
1543	Indiana Oxygen Compan	0000		EFT	06/30/2024	10410883		89183	94902		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		91.14					
							91.14				
1543	Indiana Oxygen Compan	0000		EFT	09/30/2024	10470963		89184	94903		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		91.14					
						CHECK TOTAL	91.14				
							182.28				
2399	Indiana Testing Inc	0000		EFT	09/22/2024	120239		88753	94434		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		75.00					
							75.00				
2399	Indiana Testing Inc	0000		EFT	09/22/2024	120275		88760	94442		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		75.00					
							75.00				
2399	Indiana Testing Inc	0000		EFT	09/15/2024	119862		89034	94731		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		65.00					
						CHECK TOTAL	65.00				
							215.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1820	Intellicorp Records,	0000		EFT	07/30/2024	1507268		88884	94574		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		99.70					
							99.70				
1820	Intellicorp Records,	0000		EFT	09/30/2024	1523805		89068	94776		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		280.20					
							280.20				
						CHECK TOTAL	379.90				
1823	Irving Materials, Inc	0000		EFT	09/15/2024	71373687		88799	94482		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,110.09					
							3,110.09				
1823	Irving Materials, Inc	0000		EFT	09/19/2024	71374724		88801	94488		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		1,878.68					
							1,878.68				
1823	Irving Materials, Inc	0000		EFT	09/26/2024	71378126		88879	94569		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			536.14					
							536.14				
1823	Irving Materials, Inc	0000		EFT	09/05/2024	71369039		89146	94861		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		978.13					
							978.13				
1823	Irving Materials, Inc	0000		EFT	09/14/2024	71373097		89147	94862		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,013.39					
							3,013.39				
						CHECK TOTAL	9,516.43				
85	Jack Laurie Floors LL	0000	22400918	EFT	09/05/2024	20669		89243	94964		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		27,265.00					
							27,265.00				
						CHECK TOTAL	27,265.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4532	James Dunbar	0000		EFT	09/15/2024	081524		88788	94474	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		2,000.00				
							2,000.00			
						CHECK TOTAL	2,000.00			
4915	Jeff Jensen	0000		INV	09/10/2024	88922		88922	94613	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		119.37				
							119.37			
						CHECK TOTAL	119.37			
3256	Jeffery Meyer	0000		EFT	08/29/2024	042975		88694	94373	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		637.92				
							637.92			
3256	Jeffery Meyer	0000		EFT	09/15/2024	043133		89128	94841	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		28.10				
							28.10			
3256	Jeffery Meyer	0000		EFT	09/15/2024	043134		89129	94842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		14.72				
							14.72			
3256	Jeffery Meyer	0000	22400906	EFT	09/28/2024	043237		89135	94849	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		2,168.86				
							2,168.86			
3256	Jeffery Meyer	0000	22400904	EFT	10/04/2024	932024-1		89136	94850	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		9,411.00				
	2 10106010 43100		GenFleet	PROSERVICE		52.30				
							9,463.30			
3256	Jeffery Meyer	0000	22400907	EFT	10/04/2024	932024		89137	94851	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		8,055.59				
	2 10106010 43100		GenFleet	PROSERVICE		97.65				
							8,153.24			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256	Jeffery Meyer	0000	22400905	EFT	10/04/2024	932024-2		89138	94852		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		1,154.38					
	2 60606010 43100		SewFleet	PROSERVICE		579.94					
	3 62606010 42200		SWFleet	OPERSUP		860.00					
	4 62606010 43100		SWFleet	PROSERVICE		1,931.34					
							4,525.66				
3256	Jeffery Meyer	0000		EFT	09/29/2024	043245		89217	94936		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		314.16					
							314.16				
3256	Jeffery Meyer	0000		EFT	09/27/2024	043209		89218	94937		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		1,044.42					
							1,044.42				
3256	Jeffery Meyer	0000	22400908	EFT	10/03/2024	932024-3		89220	94939		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		2,285.40					
	2 10106010 43100		GenFleet	PROSERVICE		2,930.24					
							5,215.64				
3256	Jeffery Meyer	0000	22400929	EFT	10/03/2024	922024-4		89236	94956		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		9,802.48					
							9,802.48				
						CHECK TOTAL	41,368.50				
878	Jennifer C Messer PC	0000	22400198	EFT	10/02/2024	AUGUST2024		88945	94637		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		12,857.15					
	2 60601011 43101		SewMayor	LGLSVCS		7,142.85					
							20,000.00				
						CHECK TOTAL	20,000.00				
3347	Jeremy C Schmitt	0000		INV	09/25/2024	Reimb PE License		89050	94747		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 43100		SewEng	PROSERVICE		104.92					
							104.92				
						CHECK TOTAL	104.92				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4864	Jon A Ward	0000		EFT	09/04/2024	5111		89143	94858		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,360.00					
							3,360.00				
						CHECK TOTAL	3,360.00				
4917	Jonathan & Cassandra	0000		INV	09/10/2024	88924		88924	94615		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
							39.79				
						CHECK TOTAL	39.79				
4909	Karen Ballard	0000		INV	09/10/2024	88916		88916	94607		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		79.58					
							79.58				
						CHECK TOTAL	79.58				
4921	Kathryn Garrett	0000		INV	09/10/2024	88928		88928	94619		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
							39.79				
						CHECK TOTAL	39.79				
4518	Keystone Cooperative	0000	22400894	EFT	09/25/2024	566021864		89009	94702		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		2,949.64					
							2,949.64				
4518	Keystone Cooperative	0000	22400875	EFT	09/25/2024	506009824		89019	94714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		17,861.93					
	2 20106010 42221		MVHFleet	FUEL		1,567.80					
	3 60606010 42221		SewFleet	FUEL		940.95					
	4 62606010 42221		SWFleet	FUEL		259.96					
	5 10106010 42221		GenFleet	FUEL		265.32					
							20,895.96				
						CHECK TOTAL	23,845.60				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	09/30/2024	S210483059.001		88730	94410		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		116.28					
							116.28				
150	Kirby Risk Corporatio	0000		EFT	09/30/2024	S210483059.002		88732	94412		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		58.77					
							58.77				
150	Kirby Risk Corporatio	0000		EFT	09/30/2024	S210485493.001		88733	94413		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		108.02					
							108.02				
						CHECK TOTAL	283.07				
117	Kleen-It Group, Inc	0000	22400526	EFT	09/15/2024	85798		88989	94682		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		13,400.00					
	2 21205058 43100		CHD	PROSERVICE		1,320.00					
							14,720.00				
117	Kleen-It Group, Inc	0000	22400045	EFT	09/15/2024	85797		89010	94703		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		48,750.00					
							48,750.00				
117	Kleen-It Group, Inc	0000		EFT	09/18/2024	85826		89018	94713		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		345.00					
							345.00				
						CHECK TOTAL	63,815.00				
4839	KM Specialty Pumps In	0000		EFT	09/26/2024	43589		88833	94522		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,000.00					
							1,000.00				
						CHECK TOTAL	1,000.00				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024

DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1858	James Knowles	0000		INV	09/18/2024	082624		88765	94447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		132.00				
							132.00			
						CHECK TOTAL	132.00			
975	Knox Associates Inc	0000	22400806	EFT	09/19/2024	INV-KA-323181		88970	94663	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		3,669.00				
							3,669.00			
975	Knox Associates Inc	0000	22400807	EFT	09/20/2024	INV-KA-323806		88971	94664	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		7,491.00				
							7,491.00			
						CHECK TOTAL	11,160.00			
3513	Knox Handmade LLC-Mas	0000		EFT	09/05/2024	FPMG051		89020	94712	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		207.90				
							207.90			
						CHECK TOTAL	207.90			
4902	Koch HVAC Distributio	0000		EFT	09/22/2024	3240606		88794	94481	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		541.20				
							541.20			
						CHECK TOTAL	541.20			
1023	Landscape Forms Inc	0000		EFT	09/20/2024	0000209973		88714	94393	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		175.00				
							175.00			
						CHECK TOTAL	175.00			
936	Lehman's Inc of Ander	0000		EFT	08/02/2024	19713		88783	94467	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,495.50				
							1,495.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,495.50			
1007	Lochmueller Group, In	0000	22400903	EFT	08/24/2024	314831		89156	94871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27054010 44200		GRNTEng	INFRSTR		7,286.02				
							7,286.02			
						CHECK TOTAL	7,286.02			
345	Logical Concepts Inc	0000		EFT	09/25/2024	96198		88845	94535	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			201.70				
							201.70			
						CHECK TOTAL	201.70			
289	Macallister Machinery	0000		EFT	09/06/2024	MR8786887		88877	94567	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27057010 44920		GRNTParks	CAPEXP		12,015.00				
							12,015.00			
289	Macallister Machinery	0000		EFT	09/14/2024	MR8816659		88878	94568	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27057010 44920		GRNTParks	CAPEXP		525.00				
							525.00			
289	Macallister Machinery	0000		EFT	10/03/2024	S8897708		89139	94854	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		171.00				
							171.00			
						CHECK TOTAL	12,711.00			
4084	Maria Louella M Lusk	0000		EFT	09/20/2024	000683		89022	94716	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		3,000.00				
							3,000.00			
						CHECK TOTAL	3,000.00			
4541	Mario Joven	0000		EFT	08/03/2024	080324		88784	94468	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		200.00				
							200.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4541	Mario Joven	0000		EFT	09/07/2024	090724		88785	94471	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		200.00				
							200.00			
						CHECK TOTAL	400.00			
4893	Martha McQueen Gavit	0000		EFT	09/28/2024	2		89214	94933	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		225.00				
							225.00			
						CHECK TOTAL	225.00			
4904	Matthew Wynn	0000		INV	09/18/2024	082824		88867	94557	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			132.00				
							132.00			
						CHECK TOTAL	132.00			
232	McMaster-Carr Supply	0000		EFT	09/20/2024	32059309		88713	94392	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			19.30				
							19.30			
232	McMaster-Carr Supply	0000		EFT	09/22/2024	32212707		88759	94440	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			25.87				
							25.87			
						CHECK TOTAL	45.17			
2743	Med-Bill Corporation	0000	22400057	EFT	09/29/2024	MB-9436		88973	94666	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		12,363.11				
							12,363.11			
						CHECK TOTAL	12,363.11			
266	Menard Inc	0000		EFT	09/21/2024	86577		88715	94394	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			29.80				
							29.80			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc	0000		EFT	09/21/2024	86576		88716	94395	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		49.98				
							49.98			
266	Menard Inc	0000		EFT	09/15/2024	86273		88718	94397	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		179.76				
							179.76			
266	Menard Inc	0000		EFT	09/20/2024	86599		88774	94457	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		84.85				
							84.85			
266	Menard Inc	0000		EFT	09/25/2024	86814		88775	94458	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105014 42200		GenSpecOps	OPERSUP		26.01				
							26.01			
266	Menard Inc	0000		EFT	09/23/2024	86679		88826	94513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		42.66				
							42.66			
266	Menard Inc	0000		EFT	09/26/2024	86808		88830	94517	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		225.42				
							225.42			
266	Menard Inc	0000		EFT	09/26/2024	86809		88832	94520	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		77.18				
							77.18			
266	Menard Inc	0000		EFT	09/23/2024	86678-2024		88834	94523	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		38.40				
							38.40			
266	Menard Inc	0000		EFT	09/25/2024	86824		88849	94539	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		146.08				
							146.08			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	09/27/2024	86917		88851	94541		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		179.88	179.88				
266	Menard Inc	0000		EFT	10/02/2024	87187		88982	94675		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		119.43	119.43				
266	Menard Inc	0000		EFT	10/03/2024	87222		89058	94765		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		17.49	17.49				
266	Menard Inc	0000		EFT	10/04/2024	87268		89172	94890		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		442.86	442.86				
266	Menard Inc	0000		EFT	10/03/2024	87201		89190	94909		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		68.28	68.28				
266	Menard Inc	0000		EFT	10/05/2024	87327		89215	94934		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		24.97	24.97				
						CHECK TOTAL	1,753.05				
4913	Merve Denizli	0000		INV	09/10/2024	88920		88920	94611		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		79.58	79.58				
						CHECK TOTAL	79.58				
251	Metal Man LLC	0000		EFT	09/25/2024	1047422		88852	94542		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS	OPERSUP		256.10	256.10				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
251	Metal Man LLC		0000		EFT	09/26/2024	1047456		89187	94906	
ACCOUNT DETAIL							LINE AMOUNT				
1	20206191 42200			LRSICSRTS	OPERSUP			102.35			
							CHECK TOTAL	102.35			
								358.45			
274	Meyer Najem Construct		0000	22400884	EFT	08/28/2024	02-21-794		89016	94710	
ACCOUNT DETAIL							LINE AMOUNT				
1	10109012 43100			GenPWBuild	PROSERVICE			3,750.00			
							CHECK TOTAL	3,750.00			
								3,750.00			
4937	Michael A Kaufmann		0000		EFT	09/13/2024	INVOICE-C		89006	94699	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 43200			GenEMS	COMMTRANS			1,950.00			
							CHECK TOTAL	1,950.00			
								1,950.00			
434	Michael A Reuter Cons		0000		EFT	10/01/2024	Reuter1024		88881	94571	
ACCOUNT DETAIL							LINE AMOUNT				
1	60601013 43100			SewContr	PROSERVICE			400.00			
2	62601013 43100			SWContr	PROSERVICE			400.00			
3	10101013 43100			GenContr	PROSERVICE			1,650.00			
							CHECK TOTAL	2,450.00			
								2,450.00			
4916	Michelle Mauer		0000		INV	09/10/2024	88923		88923	94614	
ACCOUNT DETAIL							LINE AMOUNT				
1	60600000 34900			Sew	USERFEES			39.79			
							CHECK TOTAL	39.79			
								39.79			
3288	Midwest Fiber Holding		0000	22400756	EFT	09/30/2024	E-2409012508453		88954	94647	
ACCOUNT DETAIL							LINE AMOUNT				
1	10106050 43100			GenIT	PROSERVICE			3,225.00			
							CHECK TOTAL	3,225.00			
								3,225.00			
							CHECK TOTAL	3,225.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
331	Milestone Contractors	0000		EFT	09/23/2024	173013		89150	94865	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		34,546.92				
							34,546.92			
						CHECK TOTAL	34,546.92			
2252	Millers Towing and Tr	0000		EFT	10/04/2024	186482		89133	94847	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		202.00				
							202.00			
						CHECK TOTAL	202.00			
1677	Jacob Morris	0000		INV	09/18/2024	082624		88767	94449	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		132.00				
							132.00			
						CHECK TOTAL	132.00			
4933	MOYERS, MICHAEL	0000		INV	09/10/2024	88940		88940	94631	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		62.00				
							62.00			
						CHECK TOTAL	62.00			
234	Municipal Emergency S	0000		EFT	09/22/2024	IN2106567		88766	94448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		1,039.99				
							1,039.99			
234	Municipal Emergency S	0000		EFT	09/22/2024	IN2106509		88809	94496	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		1,039.99				
							1,039.99			
						CHECK TOTAL	2,079.98			
903	NCH Corporation	0000		EFT	09/10/2024	8827795		89157	94872	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		360.00				
							360.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	360.00			
2716	Nelson & Co LLC	0000		EFT	09/25/2024	SI164367		88800	94487	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		7.20				
							7.20			
						CHECK TOTAL	7.20			
327	Nelson Alarm Inc.	0000		INV	09/21/2024	240901339		88966	94659	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21206050 43100		HDFIT	PROSERVICE		150.00				
	2 10106050 43100		GenIT	PROSERVICE		103.00				
							253.00			
327	Nelson Alarm Inc.	0000		INV	09/21/2024	240901587		89013	94707	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		450.00				
							450.00			
						CHECK TOTAL	703.00			
1849	Net Transcripts Inc	0000		EFT	09/15/2024	NT19732		88811	94498	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		323.18				
							323.18			
						CHECK TOTAL	323.18			
590	Nugent Inc	0000		EFT	09/28/2024	1494674		89126	94839	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		1,620.00				
							1,620.00			
						CHECK TOTAL	1,620.00			
335	Office Three Sixty In	0000		EFT	09/21/2024	2963589		88846	94536	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		179.16				
							179.16			
335	Office Three Sixty In	0000		EFT	10/03/2024	2970912		89049	94746	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		68.35				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
335	Office Three Sixty In	0000		EFT	10/04/2024	2972774	68.35	89224	94943		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP			25.98				
						CHECK TOTAL	25.98				
							273.49				
99995	CILLIAN P O'SHAUGHNES	0000		INV	09/13/2024	FD2023-00007800:1		88578	94255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV			25.98				
						CHECK TOTAL	25.98				
							25.98				
99995	ENVISION HEALTHCARE I	0000		INV	09/12/2024	FD2024-00001690:2		88579	94256		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV			342.24				
						CHECK TOTAL	342.24				
							342.24				
99995	JANET E SCHMIDT	0000		INV	09/08/2024	FD202400001932:1		88580	94258		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV			93.01				
						CHECK TOTAL	93.01				
							93.01				
99995	MUTUAL OF OMAHA	0000		INV	09/25/2024	FD2024-00002116:1		88866	94556		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV			118.25				
						CHECK TOTAL	118.25				
							118.25				
99995	SUSAN L VESEY	0000		INV	09/08/2024	FD2024-00003980:1		88583	94260		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV			166.46				
						CHECK TOTAL	166.46				
							166.46				
							166.46				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99995	SUSAN L VESEY	0000		INV	09/19/2024	FD2024-00004158:1		88585	94262	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		802.80				
						CHECK TOTAL	802.80			
							802.80			
99995	TRICARE FOR LIFE REFU	0000		INV	09/25/2024	FD2023-00007842:1		88863	94553	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		103.83				
						CHECK TOTAL	103.83			
							103.83			
99995	VIRGINIA M SIMS	0000		INV	09/18/2024	FD2024-00001804:1		88865	94555	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		180.00				
						CHECK TOTAL	180.00			
							180.00			
99995	WELLABE COMPANY	0000		INV	09/08/2024	FD2024-00000620:1		88864	94554	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		108.59				
						CHECK TOTAL	108.59			
							108.59			
99994	Dylan Powell	0000		INV	09/11/2024	655057		88792	94479	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			75.00				
						CHECK TOTAL	75.00			
							75.00			
99991	SDM Properties Inc	0000		INV	10/04/2024	PP-24-6		89059	94766	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10100000 34107		GenFund	ZAP		1,650.00				
						CHECK TOTAL	1,650.00			
							1,650.00			
							1,650.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99997	Mohammad Ali	0000		INV	09/03/2024	Ali68240185		89169	94887	
	ACCOUNT DETAIL					LINE AMOUNT				
	1	81207010 39222	PKAgcyPark	DAMAGEREMB		275.00				
							275.00			
						CHECK TOTAL	275.00			
99996	Ben Oakes	0000		INV	10/05/2024	Ben Oakes		89208	94927	
	ACCOUNT DETAIL					LINE AMOUNT				
	1	62609014 43905	SWPWWater	Cont Exp		2,787.00				
							2,787.00			
						CHECK TOTAL	2,787.00			
99996	Hawks Landing HOA	0000		INV	10/05/2024	HawksLandingHOA2		89211	94930	
	ACCOUNT DETAIL					LINE AMOUNT				
	1	62609014 43905	SWPWWater	Cont Exp		25.00				
							25.00			
						CHECK TOTAL	25.00			
99996	Matt Burgoyne	0000		INV	09/22/2024	Matt Burgoyne		88754	94435	
	ACCOUNT DETAIL					LINE AMOUNT				
	1	62609014 43905	SWPWWater	Cont Exp		2,399.73				
							2,399.73			
						CHECK TOTAL	2,399.73			
99996	Michael Schlemma	0000		INV	10/05/2024	Michael Schlemma		89206	94925	
	ACCOUNT DETAIL					LINE AMOUNT				
	1	62609014 43905	SWPWWater	Cont Exp		1,595.95				
							1,595.95			
						CHECK TOTAL	1,595.95			
3368	Outside the Box Inc	0000		EFT	10/03/2024	2024GRANT_		89032	94726	
	ACCOUNT DETAIL					LINE AMOUNT				
	1	10101011 43100	GenMayorOf	PROSERVICE		10,000.00				
							10,000.00			
						CHECK TOTAL	10,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4935	PAULK, NANCY		0000		INV	09/10/2024	88942		88942	94633	
ACCOUNT DETAIL						LINE AMOUNT					
1	60600000 34900		Sew		USERFEES			132.00			
						CHECK TOTAL		132.00			
								132.00			
384	Pinnacle Partners Inc		0000	22400779	EFT	09/25/2024	51960		88951	94644	
ACCOUNT DETAIL						LINE AMOUNT					
1	10106050 43100		GenIT		PROSERVICE			6,645.56			
2	60606050 43100		SewIT		PROSERVICE			830.69			
3	62606050 43100		SWIT		PROSERVICE			830.69			
						CHECK TOTAL		8,306.94			
								8,306.94			
4273	The Pitney Bowes Bank		0000		EFT	09/18/2024	8000909011017352-824		89090	94797	
ACCOUNT DETAIL						LINE AMOUNT					
1	10105011 43100		GenFireAdm		PROSERVICE			17.99			
						CHECK TOTAL		17.99			
								17.99			
4900	Pledge Realty Corp		0000		EFT	09/01/2024	Pledge 9.1-8/31		88795	94483	
ACCOUNT DETAIL						LINE AMOUNT					
1	47140000 43700		FishersI69		RENTALS			300,000.00			
						CHECK TOTAL		300,000.00			
								300,000.00			
4207	Propio LS LLC		0000		EFT	09/30/2024	0193800824		89247	94968	
ACCOUNT DETAIL						LINE AMOUNT					
1	10102100 43100		GenCourt		PROSERVICE			17.35			
						CHECK TOTAL		17.35			
								17.35			
374	PVS Nolwood Chemicals		0000	22400646	EFT	09/26/2024	23908056		89116	94826	
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP					12,345.41			
								12,345.41			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
374	PVS Nolwood Chemicals	0000	22400789	EFT	09/30/2024	23909006		89197	94916		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			11,094.25					
	2 60609014 42200		SewPWWaterOPERSUP			470.07					
							11,564.32				
						CHECK TOTAL	23,909.73				
478	Raymond Milks	0000		EFT	06/11/2024	10007119		89168	94886		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		2,500.00					
							2,500.00				
478	Raymond Milks	0000		EFT	06/04/2024	10007118		89170	94888		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		2,500.00					
							2,500.00				
478	Raymond Milks	0000		EFT	10/02/2024	10007134		89171	94889		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		17,000.00					
							17,000.00				
478	Raymond Milks	0000		EFT	09/22/2024	10007133		89173	94891		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		2,900.00					
							2,900.00				
						CHECK TOTAL	24,900.00				
1364	Regions Bank	0000		EFT	10/01/2024	118035		88582	94259		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47170000 43100		Oliol69	PROSERVICE		6,000.00					
							6,000.00				
1364	Regions Bank	0000		EFT	10/05/2024	118033		88584	94261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47170000 43100		Oliol69	PROSERVICE		750.00					
							750.00				
						CHECK TOTAL	6,750.00				
422	Reynolds Farm Equipme	0000		EFT	09/26/2024	P97557		88819	94506		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			233.28					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
422	Reynolds Farm Equipme		0000		EFT	09/30/2024	P98286	233.28			
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20106010 42200			MVHFleet	OPERSUP			1,727.94			
								1,727.94			
							CHECK TOTAL	1,961.22			
4931	RIDER, RAAMES P		0000		INV	09/10/2024	88938		88938	94629	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60600000 34900			Sew	USERFEES			31.00			
								31.00			
							CHECK TOTAL	31.00			
1863	Alfredo Rojas-Islas		0000	22400845	EFT	09/14/2024	2875		89029	94723	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 44400			GenPWBuild	IMPROTHBUI			63,030.07			
								63,030.07			
							CHECK TOTAL	63,030.07			
1285	Rocco Rossano		0000		INV	10/04/2024	111-7989710-5993041		89167	94885	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200			SewPWWater	OPERSUP			36.10			
								36.10			
							CHECK TOTAL	36.10			
2482	RR Donnelley & Sons C		0000		EFT	09/28/2024	169432597		89036	94733	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 21205058 42200			CHD	OPERSUP			1,123.17			
								1,123.17			
							CHECK TOTAL	1,123.17			
508	Selective Insurance C		0000	22400787	EFT	08/13/2024	1225272		89033	94729	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101011 43100			GenMayorOf	PROSERVICE			6,643.70			
								6,643.70			
							CHECK TOTAL	6,643.70			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
466	Sharp Printing Servic	0000		EFT	09/30/2024	104723		89037	94734		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 42200		GRTSHD	OPERSUP		35.00					
							35.00				
						CHECK TOTAL	35.00				
3062	SHI International Cor	0000	22400835	EFT	09/28/2024	B18754957		88967	94660		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		10,141.03					
	2 60606050 43100		SewIT	PROSERVICE		1,267.63					
	3 62606050 43100		SWIT	PROSERVICE		1,267.63					
							12,676.29				
						CHECK TOTAL	12,676.29				
4927	SNYDER, MICHAEL & LIS	0000		INV	09/10/2024	88934		88934	94625		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
							39.79				
						CHECK TOTAL	39.79				
4930	SPARZO, PAMELA J	0000		INV	09/10/2024	88937		88937	94628		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		79.58					
							79.58				
						CHECK TOTAL	79.58				
3879	Stantec Consulting Se	0000	22400005	EFT	09/22/2024	2274684		89023	94717		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		3,727.50					
							3,727.50				
						CHECK TOTAL	3,727.50				
2873	Stevenson Legal Group	0000		EFT	05/02/2024	17203		88835	94524		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		82.50					
							82.50				
						CHECK TOTAL	82.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4924	STINSON, JAMES & KIML	0000		INV	09/10/2024	88931		88931	94622		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
						CHECK TOTAL	39.79				
							39.79				
507	Sunbelt Rentals Inc	0000		EFT	08/26/2024	157064161-0001		88875	94565		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27057010 44920		GRNTParks	CAPEXP		869.25					
						CHECK TOTAL	869.25				
							869.25				
507	Sunbelt Rentals Inc	0000		EFT	08/29/2024	157156763-003		88876	94566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27057010 44920		GRNTParks	CAPEXP		441.00					
						CHECK TOTAL	441.00				
							1,310.25				
527	T&T Sales & Promotion	0000		EFT	09/28/2024	55130		88965	94658		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		3,562.00					
						CHECK TOTAL	3,562.00				
							3,562.00				
							3,562.00				
782	Techlite Corp	0000		EFT	05/03/2024	0060938-IN		88804	94491		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		425,368.00					
						CHECK TOTAL	425,368.00				
							425,368.00				
							425,368.00				
2268	Teleflex LLC	0000		EFT	09/13/2024	9508824132		88776	94459		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,115.50					
						CHECK TOTAL	1,115.50				
							1,115.50				
							1,115.50				
4923	Terry & Joy Smith	0000		INV	09/10/2024	88930		88930	94621		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
						CHECK TOTAL	39.79				
							39.79				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							CHECK TOTAL	39.79			
282	The Mailing Station,		0000		EFT	09/22/2024	174004		88803	94490	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE			32.03				
								32.03			
							CHECK TOTAL	32.03			
3174	The Pitney Bowes Bank		0000		EFT	09/18/2024	8000909011493785_AUG		88818	94505	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 21205058 43202		CHD	POSTAGE			303.00				
								303.00			
							CHECK TOTAL	303.00			
3314	Thomas J Morris III		0000	22400853	EFT	08/10/2024	123989		89244	94965	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			4,275.00				
								4,275.00			
3314	Thomas J Morris III		0000	22400594	EFT	04/28/2024	151995		89245	94966	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			8,376.00				
								8,376.00			
							CHECK TOTAL	12,651.00			
4516	Transportation Contro		0000		EFT	09/21/2024	24840		88853	94543	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20206191 42200		LRSICSRTS	OPERSUP			1,598.27				
								1,598.27			
							CHECK TOTAL	1,598.27			
58	Uline Inc		0000		EFT	09/15/2024	181956721		88947	94639	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			609.45				
								609.45			
							CHECK TOTAL	609.45			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4214	United Rentals (North	0000		EFT	09/15/2024	221237525-016		88883	94573	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		195.00				
							195.00			
						CHECK TOTAL	195.00			
2071	Utility Pipe Sales of	0000		EFT	09/21/2024	3198236-00		88708	94387	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		762.35				
							762.35			
						CHECK TOTAL	762.35			
614	Van Ausdall & Farrar	0000	22400622	EFT	09/25/2024	624613		88949	94642	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		129.48				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							129.48			
614	Van Ausdall & Farrar	0000	22400622	EFT	09/30/2024	85234		88950	94643	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		6,112.28				
	2 62606050 43100		SWIT	PROSERVICE		484.99				
	3 21106050 43100		MHFIT	PROSERVICE		282.03				
							6,879.30			
614	Van Ausdall & Farrar	0000	22400622	EFT	09/28/2024	625201		88963	94656	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		22.26				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							22.26			
614	Van Ausdall & Farrar	0000		EFT	09/07/2024	622485		88976	94669	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 43100		HDVFC	PROSERVICE		29.73				
							29.73			
614	Van Ausdall & Farrar	0000	22400622	EFT	08/01/2024	618405		88977	94670	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,230.24				
	2 62606050 43100		SWIT	PROSERVICE		95.30				
	3 21106050 43100		MHFIT	PROSERVICE		65.65				
							3,391.19			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	10,451.96			
4925	WALKER, CHAD C.	0000		INV	09/10/2024	88932		88932	94623	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES			39.79			
						CHECK TOTAL	39.79			
398	Warrens Turf	0000		EFT	09/16/2024	222426		88700	94379	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200	MVHICSRTS		OPERSUP			134.85			
							134.85			
398	Warrens Turf	0000		EFT	09/27/2024	223097		88880	94570	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200	SewPWWater		OPERSUP			13.80			
						CHECK TOTAL	148.65			
654	Waste Mgmt of Indiana	0000		EFT	09/28/2024	0182633-4672-0		89040	94736	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100	SewPWWater		PROSERVICE			878.83			
						CHECK TOTAL	878.83			
4832	West Michigan Basebal	0000		EFT	08/15/2024	1240326257		89212	94931	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200	GenParks		OPERSUP			660.00			
							660.00			
4832	West Michigan Basebal	0000		EFT	09/06/2024	1240326416		89213	94932	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200	GenParks		OPERSUP			1,184.00			
						CHECK TOTAL	1,844.00			
645	WEX Bank	0000		EFT	09/26/2024	99348760		89017	94711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221	GenFleet		FUEL			2,273.06			
							2,273.06			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	2,273.06			
4865	Whispering Woods COA	0000		EFT	09/29/2024	NVG-23-29		89161	94879	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		25,000.00				
							25,000.00			
						CHECK TOTAL	25,000.00			
2380	Whites Ace Hardware F	0000		EFT	09/23/2024	37568608		88850	94540	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		21.99				
							21.99			
						CHECK TOTAL	21.99			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	09/30/2024	33571		89011	94704	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		31,872.60				
							31,872.60			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	09/30/2024	33572		89012	94706	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		5,770.37				
							5,770.37			
						CHECK TOTAL	37,642.97			
2159	Williams Creek Manage	0000	22400004	EFT	09/26/2024	24374		89114	94824	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		6,480.00				
							6,480.00			
2159	Williams Creek Manage	0000	22301267	EFT	09/26/2024	24375		89115	94825	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		1,200.00				
							1,200.00			
						CHECK TOTAL	7,680.00			
1309	WW Grainger Inc	0000		EFT	09/21/2024	9225591768		88689	94368	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		1,049.30				
							1,049.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	09/21/2024	9225591792		88720	94399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			102.56					
							102.56				
1309	WW Grainger Inc	0000		EFT	09/21/2024	9225591776		88723	94402		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN OPERSUP			1,254.09					
							1,254.09				
1309	WW Grainger Inc	0000		EFT	09/21/2024	9225591784		88724	94403		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN OPERSUP			46.30					
							46.30				
1309	WW Grainger Inc	0000		EFT	09/21/2024	9225591750		88726	94405		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT OPERSUP			21.30					
							21.30				
1309	WW Grainger Inc	0000		EFT	09/22/2024	9226776079		88821	94508		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater OPERSUP			1,688.52					
							1,688.52				
1309	WW Grainger Inc	0000		EFT	09/22/2024	9226776061		88854	94544		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT OPERSUP			1,456.20					
	2 10106192 42200		GFICBLDGMN OPERSUP			655.04					
							2,111.24				
1309	WW Grainger Inc	0000		EFT	08/22/2024	9191175661		88855	94545		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN OPERSUP			165.56					
							165.56				
1309	WW Grainger Inc	0000		EFT	05/22/2024	9094200301		88856	94546		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			154.28					
							154.28				
1309	WW Grainger Inc	0000		EFT	05/30/2024	9103375821		88857	94547		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT OPERSUP			222.08					
							222.08				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	07/21/2024	9159469940		88860	94550	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		6.05				
							6.05			
1309	WW Grainger Inc	0000		EFT	07/19/2024	9156471352		88861	94551	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		59.97				
							59.97			
1309	WW Grainger Inc	0000		EFT	07/21/2024	9159469908		88862	94552	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		77.52				
							77.52			
1309	WW Grainger Inc	0000		EFT	08/15/2024	9180892961		88870	94560	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		-20.00				
							-20.00			
1309	WW Grainger Inc	0000		EFT	08/07/2024	9173620171		88871	94561	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		-13.20				
							-13.20			
1309	WW Grainger Inc	0000		EFT	07/13/2024	9149722036		88873	94563	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		-27.02				
							-27.02			
1309	WW Grainger Inc	0000		EFT	07/13/2024	9150317239		88874	94564	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		27.02				
							27.02			
1309	WW Grainger Inc	0000		EFT	09/19/2024	9222675655		88962	94655	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		434.82				
							434.82			
1309	WW Grainger Inc	0000		EFT	09/19/2024	9222675663		88964	94657	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		472.64				
							472.64			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 91024 09/06/2024
 DUE DATE: 09/06/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000	22400871	EFT	10/03/2024	9235030989		89158	94873		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		3,826.92					
							3,826.92				
1309	WW Grainger Inc	0000		EFT	10/03/2024	9234526060		89194	94913		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		-528.00					
							-528.00				
1309	WW Grainger Inc	0000		EFT	10/03/2024	9235030997		89204	94923		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,696.30					
							1,696.30				
1309	WW Grainger Inc	0000		EFT	10/03/2024	9235031003		89205	94924		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		662.53					
							662.53				
						CHECK TOTAL	13,490.78				
4834	Xavier Walden Enterpr	0000		EFT	09/26/2024	1112		88786	94472		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		660.00					
							660.00				
4834	Xavier Walden Enterpr	0000		EFT	10/23/2024	1123		88787	94473		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,500.00					
							1,500.00				
4834	Xavier Walden Enterpr	0000		EFT	09/15/2024	1121		89008	94701		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,575.00					
							1,575.00				
						CHECK TOTAL	3,735.00				
435	INVOICES					1,863,016.09	1,863,016.09				
						CASH ACCOUNT BALANCE	31,020,731.27				

I hereby certify that each of the above listed vouchers and the invoices, or bills
attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

September 10, 2024

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 64 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$2,391,928.85.

Dated this 10th day of September 2024.



Signatures of Governing Board



Board Action Form

MEETING DATE	September 10, 2024			
TITLE	Request to approve Second Amendment to Agreement between City of Fishers and Butler, Fairman & Seufert, Inc. for Fishers Metro Airport Sanitary Sewer Project			
SUBMITTED BY	Name & Title: Jeremy Schmitt, Sanitary Engineer Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R091024	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer:</i> Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This amendment covers engineering services in preparing easements for the Metro Airport Sewer project which satisfy Indianapolis Airport Authority (IAA). This just formally moves monies within the existing contract. This does not increase the overall contract amount.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	Sewer Funds
	Additional Appropriation #:	
	Narrative:	This moves \$11,600 out of inspection and puts it into survey and ROW engineering. No change in contract total.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the amendment by approval of the resolution
	2.	Deny approval
	3.	Take no action
	4.	
PROJECT TIMELINE	Anticipate approximately 60 days depending upon IAA.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this amendment.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Amendment	

RESOLUTION NO. R091024

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING A SECOND AMENDMENT TO
THE AGREEMENT FOR METRO AIRPORT SANITARY SEWER
PROJECT WITH BUTLER FAIRMAN & SEUFERT, INC.**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) owns and operates a municipal sewer utility pursuant to Ind. Code §36-9-23 et. seq., that provides sewer service within and outside of the City of Fishers;

WHEREAS, on or around April 12, 2022, as Resolution R041222F, the City of Fishers Board of Public Works & Safety (“Board”) approved an Agreement (“Agreement”) with Butler, Fairman & Seufert (“BF&S”) for professional design engineering services to furnish sanitary sewer to the Fishers Metro Airport (“Project”);

WHEREAS, on or around May 9, 2023, as Resolution No. 050923H, the Board approved a First Agreement to include additional design and permitting required for the east leg of the Project (“First Amendment”).

WHEREAS, the City now desires to enter into a certain Second Amendment to the Agreement (“Second Agreement”) to increase topographic survey and right of way services and decrease construction inspection services with no increase or decrease to the dollar amount of the Agreement and First Amendment, as set forth in the attached Exhibit A, incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Second Amendment in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor to execute the Second Amendment and all documents necessary to effectuate the intent of the Second Amendment.
- Section 3.** This Resolution shall be of full force and effect from and upon adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works and Safety this 10th day of September, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____

Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

**SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF FISHERS AND
BUTLER FAIRMAN & SEUFERT, INC. FOR FISHERS METRO AIRPORT SANITARY
SEWER PROJECT**

This Second Amendment to Agreement For Metro Airport Sanitary Sewer Project (“Second Amendment”) is effective as of the _____ day of September, 2024 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, operating by and through its municipal sewer utility (“OWNER”) and Butler, Fairman, & Seufert, Inc. (“ENGINEER”), on the following terms and conditions:

Recitals

WHEREAS, on or around April 12, 2022, OWNER entered into a certain Agreement for Fishers Metro Airport Sanitary Sewer Project (“Agreement”) with ENGINEER to provide certain engineering services for sanitary sewer infrastructure improvements (the “Project”), all as further described in the Agreement;

WHEREAS, the previous allotment for Topographic Survey has been exceeded due to the collection of the as-built location of sanitary manholes, it has been agreed the ENGINEER will increase the cost of Topographic Survey to cover this additional effort at the request of the OWNER, thus the Topographic Survey allotment to be amended in the Agreement;

WHEREAS, Right-of-Way Engineering is required to describe and establish a sanitary sewer easement over the Metro Airport sanitary sewer. The scope of this work includes:

- a. Establish Existing property and final easement lines, coordinate Right-of-Way efforts with client, design, and subconsultants.
- b. Provide a legal description for the sanitary easement, prepared and certified by an Indiana Professional Surveyor.
- c. Provide a graphic exhibit for the easement, indicating its location relative to the boundary of the airport property. The exhibit will not be a boundary survey, but a graphic depiction.

It has been agreed the ENGINEER will add the cost of Right-of-Way Engineering to cover this effort at the request of the OWNER, thus the Right-of-Way Engineering allotment to be added in the Agreement;

WHEREAS, the parties now desire to enter into this Second Amendment to increase the compensation to ENGINEER for Topographic Survey by Three Thousand Two Hundred and 00/100 Dollars (\$3,200), and to increase the compensation to ENGINEER for Right-of-Way Engineering by Eight Thousand Four Hundred and 00/100 Dollars (\$8,400);

WHEREAS, the parties now desire to enter into this Second Amendment to decrease the compensation to ENGINEER for Construction Inspection by Eleven Thousand Six Hundred and 00/100 Dollars (\$11,600) to cover the additional compensation noted above, all as further described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, provisions of the Agreement not specifically changed by this Second Amendment shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, 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:

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Second Amendment and are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

2. **Article III, Compensation,** shall be amended as follows:

B. Compensation for Professional Services described in Attachment E.A.2 shall be on a lump sum basis as follows. ENGINEER may allocate dollars between individual tasks within the not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

Attachment E.A.2

<u>Scope of Work</u>	<u>Original</u>	<u>First Amendment</u> <u>No. 1</u>	<u>Second</u> <u>Amendment No. 2</u>	<u>Total</u>
Administration	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00
Topographic Survey	\$ 28,400.00	\$ -	\$ 3,200.00	\$ 31,600.00
Property Line Determination	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
Permitting	\$ 11,700.00	\$ 5,000.00	\$ -	\$ 16,700.00
Preliminary Sanitary Sewer Design	\$ 64,700.00	\$ -	\$ -	\$ 64,700.00
Final Sanitary Sewer Design	\$ 41,900.00	\$ 29,480.00	\$ -	\$ 71,380.00
Airport Safety and Phasing Plan	\$ 10,300.00	\$ -	\$ -	\$ 10,300.00
Airport Design Coordination	\$ 9,200.00	\$ -	\$ -	\$ 9,200.00
Contract Documents	\$ 9,200.00	\$ -	\$ -	\$ 9,200.00
Bidding Assistance	\$ 10,100.00	\$ -	\$ -	\$ 10,100.00
Construction Observation	\$ 19,600.00	\$ -	\$ -	\$ 19,600.00
Utility Coordination	\$ 13,100.00	\$ -	\$ -	\$ 13,100.00
Utility Coordination Post Design	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00
Utility Relocation Staking	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Subsurface Utility Engineering (SUE) Coordination & Survey	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00
Construction Inspection	\$ 425,000.00	\$ -	\$ (11,600.00)	\$ 413,400.00
Right-Of-Way Engineering	\$ -	\$ -	\$ 8,400.00	\$ 8,400.00
Right-Of-Way Services	\$ -	\$ -	\$ -	\$ -
Subsurface Utility Investigation	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
Geotechnical Services	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Total Fees	\$ 730,200.00	\$ 34,480.00	\$ -	\$ 764,680.00

[signatures on following pages]

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this Second Amendment as of the day and year first written above.

“OWNER”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“ENGINEER”

BUTLER, FAIRMAN & SEUFERT, INC.

By: David Lahey _____
Printed: David Lahey, P.E. _____
Title: President _____

RESOLUTION NO. R091024

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING A SECOND AMENDMENT TO
THE AGREEMENT FOR METRO AIRPORT SANTITARY SEWER
PROJECT WITH BUTLER FAIRMAN & SEUFERT, INC.**

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") owns and operates a municipal sewer utility pursuant to Ind. Code §36-9-23 et. seq., that provides sewer service within and outside of the City of Fishers;

WHEREAS, on or around April 12, 2022, as Resolution R041222F, the City of Fishers Board of Public Works & Safety ("Board") approved an Agreement ("Agreement") with Butler, Fairman & Seufert ("BF&S") for professional design engineering services to furnish sanitary sewer to the Fishers Metro Airport ("Project");

WHEREAS, on or around May 9, 2023, as Resolution No. 050923H, the Board approved a First Agreement to include additional design and permitting required for the east leg of the Project ("First Amendment").

WHEREAS, the City now desires to enter into a certain Second Amendment to the Agreement ("Second Agreement") to increase topographic survey and right of way services and decrease construction inspection services with no increase or decrease to the dollar amount of the Agreement and First Amendment, as set forth in the attached Exhibit A, incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Second Amendment in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor to execute the Second Amendment and all documents necessary to effectuate the intent of the Second Amendment.
- Section 3.** This Resolution shall be of full force and effect from and upon adoption and in accordance with Indiana law.

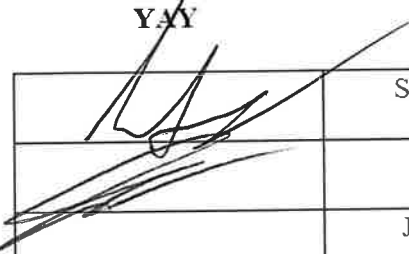
SO RESOLVED, by the City of Fishers Board of Public Works and Safety this 10th day of September, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: Kari Adriano DATE: 9/10/24

Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel. City of Fishers, Hamilton County, Indiana. One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

**SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF FISHERS AND
BUTLER FAIRMAN & SEUFERT, INC. FOR FISHERS METRO AIRPORT SANITARY
SEWER PROJECT**

This Second Amendment to Agreement For Metro Airport Sanitary Sewer Project (“Second Amendment”) is effective as of the 10 day of September, 2024 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, operating by and through its municipal sewer utility (“OWNER”) and Butler, Fairman, & Seufert, Inc. (“ENGINEER”), on the following terms and conditions:

Recitals

WHEREAS, on or around April 12, 2022, OWNER entered into a certain Agreement for Fishers Metro Airport Sanitary Sewer Project (“Agreement”) with ENGINEER to provide certain engineering services for sanitary sewer infrastructure improvements (the “Project”), all as further described in the Agreement;

WHEREAS, the previous allotment for Topographic Survey has been exceeded due to the collection of the as-built location of sanitary manholes, it has been agreed the ENGINEER will increase the cost of Topographic Survey to cover this additional effort at the request of the OWNER, thus the Topographic Survey allotment to be amended in the Agreement;

WHEREAS, Right-of-Way Engineering is required to describe and establish a sanitary sewer easement over the Metro Airport sanitary sewer. The scope of this work includes:

- a. Establish Existing property and final easement lines, coordinate Right-of-Way efforts with client, design, and subconsultants.
- b. Provide a legal description for the sanitary easement, prepared and certified by an Indiana Professional Surveyor.
- c. Provide a graphic exhibit for the easement, indicating its location relative to the boundary of the airport property. The exhibit will not be a boundary survey, but a graphic depiction.

It has been agreed the ENGINEER will add the cost of Right-of-Way Engineering to cover this effort at the request of the OWNER, thus the Right-of-Way Engineering allotment to be added in the Agreement;

WHEREAS, the parties now desire to enter into this Second Amendment to increase the compensation to ENGINEER for Topographic Survey by Three Thousand Two Hundred and 00/100 Dollars (\$3,200), and to increase the compensation to ENGINEER for Right-of-Way Engineering by Eight Thousand Four Hundred and 00/100 Dollars (\$8,400);

WHEREAS, the parties now desire to enter into this Second Amendment to decrease the compensation to ENGINEER for Construction Inspection by Eleven Thousand Six Hundred and 00/100 Dollars (\$11,600) to cover the additional compensation noted above, all as further described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, provisions of the Agreement not specifically changed by this Second Amendment shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, 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:

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Second Amendment and are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

2. **Article III, Compensation,** shall be amended as follows:

B. Compensation for Professional Services described in Attachment E.A.2 shall be on a lump sum basis as follows. ENGINEER may allocate dollars between individual tasks within the not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

Attachment E.A.2

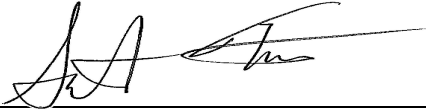
<u>Scope of Work</u>	<u>Original</u>	<u>First Amendment</u> <u>No. 1</u>	<u>Second</u> <u>Amendment No. 2</u>	<u>Total</u>
Administration	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00
Topographic Survey	\$ 28,400.00	\$ -	\$ 3,200.00	\$ 31,600.00
Property Line Determination	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
Permitting	\$ 11,700.00	\$ 5,000.00	\$ -	\$ 16,700.00
Preliminary Sanitary Sewer Design	\$ 64,700.00	\$ -	\$ -	\$ 64,700.00
Final Sanitary Sewer Design	\$ 41,900.00	\$ 29,480.00	\$ -	\$ 71,380.00
Airport Safety and Phasing Plan	\$ 10,300.00	\$ -	\$ -	\$ 10,300.00
Airport Design Coordination	\$ 9,200.00	\$ -	\$ -	\$ 9,200.00
Contract Documents	\$ 9,200.00	\$ -	\$ -	\$ 9,200.00
Bidding Assistance	\$ 10,100.00	\$ -	\$ -	\$ 10,100.00
Construction Observation	\$ 19,600.00	\$ -	\$ -	\$ 19,600.00
Utility Coordination	\$ 13,100.00	\$ -	\$ -	\$ 13,100.00
Utility Coordination Post Design	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00
Utility Relocation Staking	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Subsurface Utility Engineering (SUE) Coordination & Survey	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00
Construction Inspection	\$ 425,000.00	\$ -	\$ (11,600.00)	\$ 413,400.00
Right-Of-Way Engineering	\$ -	\$ -	\$ 8,400.00	\$ 8,400.00
Right-Of-Way Services	\$ -	\$ -	\$ -	\$ -
Subsurface Utility Investigation	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
Geotechnical Services	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Total Fees	\$ 730,200.00	\$ 34,480.00	\$ -	\$ 764,680.00

[signatures on following pages]

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this Second Amendment as of the day and year first written above.

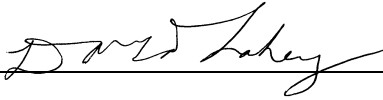
“OWNER”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“ENGINEER”

BUTLER, FAIRMAN & SEUFERT, INC.

By: _____
Printed: _____ David Lahey, P.E.
Title: _____ President



Board Action Form

MEETING DATE	September 10, 2024			
TITLE	Request to approve Sanitary Sewer Service Agreement for NJS Foodmart and Gas Station			
SUBMITTED BY	Name & Title: Jeremy Schmitt, Sanitary Engineer Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R091024A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This is an agreement for the extension of public sanitary sewer for and across the parcel owned by NJS Foodmart and Gas Station. This agreement does not include assessment of capacity fees as commercial developments are assessed on the individual building permits. However, this does include compensation by the developer for construction inspection. This proposed development is located at 12571 Reynolds Dr. Exhibit A is the sewer service agreement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	Total inspection fees Fishers will receive are \$8,000.
OPTIONS (Include Deny Approval Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction to begin upon approval of ILP. Estimated sanitary construction to be six (6) weeks.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – Sanitary Sewer Service Agreement	

RESOLUTION NO. R091024A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT
(NJS FOODMART AND GAS STATION)**

WHEREAS, Simran Investment, LLC (“Developer”), is constructing a gas station and convenience store to be generally located at 12571 Reynolds Drive in Fishers, IN 46038, Parcel No.:15-11-31-00-15-003.000 containing approximately 1.45 acres (the “Property”);

WHEREAS, Developer owns and/or controls approximately 1.45 acres legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, Developer desires sanitary sewer service for the Property;

WHEREAS, in order to receive the desired service from the City of Fishers, by and through its municipal sewer utility (“Fishers”), the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers;

WHEREAS, once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property;

WHEREAS, Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities; and

WHEREAS, Fishers desires to provide sanitary service to the Property subject to the execution of a certain Sanitary Sewer Service Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Agreement in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Fishers Sewer Utility Director to enter into and execute the Agreement and any and all documents in furtherance of the Agreement.
- Section 3.** This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of September, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____

Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Lindsey M. Bennett

SANITARY SEWER SERVICE AGREEMENT

(NJS FOODMART AND GAS STATION)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this ____ day of _____, 20____ (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sanitary sewer utility (“Fishers”), and Simran Investment, LLC (“Developer”), and is regarding the provision of sewer service to a new development to be generally located at 12571 Reynolds Drive in Fishers, Indiana, 46038, Parcel No. 15-11-31-00-15-003.000.

RECITALS

A. Developer owns and/or controls approximately 1.45 acres legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct a gas station and convenience store generally known as NJS Foodmart and Gas Station.

C. The Developer desires sanitary sewer service for the Property.

D. In order to receive the desired service from Fishers, the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers.

E. Once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property.

F. Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I **RIGHTS AND RESPONSIBILITIES OF FISHERS**

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction, Fishers will provide the Developer with: (i) the locations, at Fishers’ sole discretion, for the Property’s connection to Fishers’ sewer facilities; and (ii) a copy of Fishers’ construction specifications for the construction of applicable and necessary distribution, collection, or other special sewer facilities to be constructed for connection and service to the Property (collectively, the “Utility Facilities”).

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Fishers may review and approve or reject any plans for the Utility Facilities.

Section 1.3. Compliance with Fishers' Specifications. Fishers shall have the authority during all phases of construction and inspection of any applicable Utility Facilities to enter upon the Property to inspect the Utility Facilities (with or without notice) and notify the Developer of any failure of materials or workmanship to meet Fishers' specifications and halt construction of Utility Facilities if Fishers' specifications are not being met. Fishers, in its sole discretion, shall also have the right to direct the Developer to submit change orders to the Developer's contractor to cure any defects in material or workmanship revealed by Fishers' inspection. Fishers may not accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Fishers' construction specifications.

Section 1.4. Provision of Service. Fishers agrees to accept up to three hundred (300) gallons per day of wastewater and provide service to the Property for each purchased equivalent dwelling unit ("EDU") of capacity, subject to: (i) timely and full payment by the Developer of all applicable rates and charges; (ii) all ordinances of the City of Fishers, and rules, regulations, and directives within the authority of Fishers; and (iii) compliance by the Developer with all provisions of this Agreement. Fishers will serve the Property following construction of any required facilities, connection, approval by Fishers, and payment of all applicable fees. The Developer's use of Fishers' services must be in conformance with all other applicable agreements and City of Fishers ordinances, rules, regulations, and directives relating to utility service. Fishers shall have the right to terminate this Agreement and use any capacity allocated herein for other customers if the Developer does not complete construction of waste producing structures and connect the Property within ten (10) years, or otherwise breaches the Agreement.

Section 1.5. Rates and Charges. Fishers will impose all of Fishers' prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;
- c. Monthly user rates;
- d. Inspections and plan review fees; and
- e. Any other fees that are subsequently enacted by ordinance.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to any property.

Section 1.6. Right to Impose Additional Capacity Fees. Fishers reserves the right to impose additional capacity and other applicable fees in the event the Developer and/or any future owner/tenant changes its anticipated use, expands the Property or use thereof, adds additional structures, and/or hires additional employees which will result in wastewater flows in an amount in excess of the amounts anticipated herein. The amount of the additional fees shall be based upon the increased flows that are anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. Fishers reserves the right to require the Developer and/or any future owner/tenant to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Utility Facilities. Fishers will not be responsible for any portion or cost of the design, construction, or installation of the Utility Facilities, and the parties agree that Fishers will not collect fees or reimburse the Developer for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Utility Facilities and acceptance of such dedication by Fishers, Fishers will maintain and operate the accepted Utility Facilities subject to the other terms herein. The Developer (or subsequent property owner, where applicable) will own, maintain, and operate the Utility Facilities not dedicated to Fishers (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Fishers shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, Fishers' service, provided that, except in the event of an emergency, Fishers will provide reasonable notice to Developer or any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, Fishers does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by Fishers.

Section 1.9. Fishers' Liability. Absent gross negligence, Fishers will not be liable for any damage resulting from Fishers' sewer service on and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Fishers shall further not be liable for service interruptions, which can and do occur. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of installing any and all facilities that are necessary for the provision of sanitary sewer service to the Property. When required by Fishers, the property owner shall also install grease traps that are in accordance with Fishers' specifications. The Developer or future property owner/tenant shall further take any other measures Fishers determines to be necessary to prevent excessive strength effluent from entering into Fishers' wastewater collection system. At Fishers' option, any Utility Facilities constructed pursuant to this Agreement may be oversized to meet future demands for service from areas outside the Property. Developer agrees to construct all Utility Facilities to a size or capacity as requested by Fishers. Developer further agrees, at Developer's expense, to terminate the above Utility Facilities at locations within and/or on the perimeter of the Property, as specified by Fishers, to facilitate access for said future service. Developer shall install, at Developer's expense, lateral stubs at locations within the Property specified by Fishers to facilitate access for said future service. Fishers agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any gravity main, or in the situation where a force main system is utilized and permitted by Fishers, any force main and related pump station, to a size larger than that necessary to serve the Property,

as determined by Fishers; provided, however, Developer agrees to pay, if requested by Fishers, the costs required to oversize gravity mains to a maximum size of ten inches (10'') in diameter or, in the situation where a force main system is utilized and permitted by Fishers, a size (both force main and pump station) equivalent in capacity to a ten inch (10'') gravity sewer main. A copy of Fishers' oversizing guidelines are available upon request. The above oversizing costs shall be paid by Fishers upon the Developer's completion of construction or any respective phase thereof. However, notwithstanding the above, Fishers shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by Fishers Sewer Utility Director.

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Fishers' prevailing rates and charges, including: (i) a sewer capacity fee of Four Thousand Four Hundred Seventy-One and no/100 Dollars (\$4,471) per EDU; (ii) a sewer tap fee of Three Hundred Five and no/100 Dollars (\$305.00) per tap, exclusive of excavation, and a plan review fee of One Hundred and no/100 Dollars (\$100.00) per EDU. Since this is a commercial development, the final sewer fees will be assessed with the commercial building permit and not as part of this Agreement. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

The Developer (or ultimate property owner, user, or customer) will further pay additional tap or capacity fees or deduct from available credits, if applicable, based upon then prevailing rates if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into Fishers' system, or Fishers otherwise determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). The Developer (or ultimate property owner, user, or customer) must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Fishers' ordinances. If the Developer places an additional structure on the Property, additional capacity and tap fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Fishers from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plan Review and Construction of Utility Facilities. Prior to initiating construction of applicable Utility Facilities, the Developer must provide the plans and specifications for the Utility Facilities to Fishers (and/or its engineer) for review and approval or rejection. Once Fishers (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Fishers' construction specifications and ordinances and pay the cost of any modifications or revisions that are required to any existing Fishers facilities. The Developer shall pay Fishers' cost of reviewing the Developer's plans for the Utility Facilities, inspecting the installation of the Utility Facilities, and performing the testing (as required in Section 2.5 below). The Developer covenants and agrees to pay Fishers' inspection fees equal to eight percent (8%) of the actual documented costs of constructing the Utility Facilities, or respective phase thereof, which inspection fees shall be paid upon completion of construction of the Utility Facilities. To allow Fishers to determine inspection fees due and to properly account for the costs of the Utility Facilities, Developer shall provide Fishers with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Utility Facilities or phase thereof. The construction cost documentation shall be provided by the Developer on a monthly basis, or as otherwise approved by Fishers, as construction proceeds. The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Fishers for the construction of the Utility Facilities.

Section 2.4. Sampling and Flow Measuring Manholes. The Developer will install sampling and flow measuring manholes (“Manholes”) at locations on the Property that are easily accessible by Fishers. Fishers will have access to the Manholes to sample and measure the flow from the Property.

Section 2.5. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Fishers’ construction standards and remedy any deficiencies as required by Fishers. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Fishers with three (3) sets of as-built drawings and copy of the electronic CAD files at a scale of 1” = 100’ showing the location of any Utility Facilities, including the taps.

Section 2.6. Bond and Developer Ownership of Utility Facilities During Maintenance Period. Prior to the dedication of any applicable Utility Facilities, the Developer must provide a three (3) year maintenance bond covering material and labor in an amount equal to twenty percent (20%) of the total cost of the Utility Facilities with a surety in terms that are acceptable to Fishers. During the three (3) year maintenance bond period, the Developer shall own the Utility Facilities or the respective phase thereof. Fishers shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Utility Facilities or the respective phase thereof. The Developer, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Utility Facilities or the respective phase thereof, including but not limited to labor, materials and taxes (if applicable). For so long as the Developer owns the Utility Facilities or any respective phase or any portions thereof, Developer shall remain obligated for all costs to repair and/or replace the Utility Facilities in accordance with Fishers’ construction specifications effective at the sanitary sewer construction plan approval. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, shall be performed. Developer, or their contractor, shall have the right to perform the repairs and/or replacement if they choose. Otherwise, repairs and/or replacements shall be performed by Fishers or its contractor and the documented costs thereof reimbursed to Fishers by Developer. To the extent any repairs are not covered by the maintenance bond, the Developer shall be responsible for the expense of repair, replacement, and/or maintenance that occurs, either prior to acceptance of the Utility Facilities by Fishers or within the three (3) years the maintenance bond is in effect.

Section 2.7. Dedication of Utility Facilities and Easements. After the completion of the three (3) year maintenance bond period, the Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Fishers after final inspection by Fishers, interconnection of the Utility Facilities to Fishers’ facilities, and acceptance of the same in Fishers’ sole discretion. The dedication of Utility Facilities shall occur by the execution of a Bill of Sale in the form required by Fishers, a copy of which is attached as Exhibit B. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required by Fishers and shall record all necessary documents in the Hamilton County Recorder’s Office. It is understood a portion of the easements shall be joint easements for sanitary and storm sewer. It is also understood the joint easements shall be acquired by Developer as the grantee who will then assign rights for the sanitary portion of the joint easement to Fishers. The Developer shall ensure that all facilities are located within the easements or right-of-way as approved by Fishers and shall be responsible for indemnifying Fishers and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements or right-of-way.

Section 2.8. Indemnification of Fishers. Prior to beginning construction, the Developer must provide Fishers with certification that Fishers is an additional named insured on a policy insuring Fishers

against any and all claims for personal injury or property damage resulting from construction of any utility facilities. The Developer shall further indemnify and hold harmless Fishers against any and all such claims; and indemnify Fishers for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Fishers as a result of any and all such claims.

Section 2.9. Use of Fishers' System. The Developer agrees to obtain sanitary sewer service only from Fishers; however, the Developer will refrain from discharging or using Fishers' sewer systems in any way which inhibits Fishers from providing service or causes damage to Fishers' facilities. The Developer is prohibited from working on or altering Fishers' facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Fishers' system.

Section 2.10. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form reasonably acceptable to Fishers, to facilitate the provision of sewer service to future users in and around the Property to the extent such is necessary or appropriate for the use by future users. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Property.

Section 2.11. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Fishers' provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Fishers, for itself and its successors and assigns.

ARTICLE III **MISCELLANEOUS**

Section 3.1. Legal Description for Property. The Developer represents that the legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that Fishers' service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. Developer and Fishers shall execute a memorandum of this Agreement, attached as Exhibit C, which shall be recorded by Developer. Fishers may further record this Agreement at Fishers' option, and Developer will execute all documents reasonably requested by Fishers for such recording.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Developer in writing to the addresses set forth below:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Lindsey M. Bennett City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Samran Investment, LLC Attn: Jasbir Singh 12571 Reynolds Drive Fishers, IN 46038

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[Signatures on Following Pages]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing " Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“DEVELOPER”

Samran Investment, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Samran Investment, LLC, who acknowledged the execution of the foregoing " Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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

This instrument was prepared by and after recording return to: Lindsey M. Bennett, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

[Legal Description of the Property]

NJS Foodmart and Gas Station

LOT 3

Part of Lots 1 and 2 of Reynolds Industrial Park, per plat thereof, recorded April 19, 1974, as Instrument Number 3103, in Plat Book 5, pages 48 and 49, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, the following three (3) courses are along the east and south lines of said Lots 1 and 2: 1) thence South 00 degrees 01 minute 56 seconds West 27.44 feet (basis of bearings is Indiana State Plane Coordinate System, East Zone) to the south right-of-way line of 126th Street per Instrument Number 20100066437 in said Recorder's Office, being the POINT OF BEGINNING; 2) thence continue South 00 degrees 01 minute 56 seconds West 260.01 feet; 3) thence South 89 degrees 27 minutes 41 seconds West 240.39 feet to a line that is 1.00 foot east of and parallel with the west line of said Lot 2; thence North 00 degrees 00 minutes 31 seconds East 265.83 feet to said south right-of-way line; thence South 89 degrees 09 minutes 08 seconds East 240.52 feet along said right-of-way to the POINT OF BEGINNING. Containing 1.451 acres, more or less.

Exhibit B

[Bill of Sale]

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

(NJS Foodmart and Gas Station)

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 20____, by Samran Investment, LLC (“Developer”), to and in favor of the City of Fishers, Hamilton County, Indiana (“City”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Hamilton County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and City entered into a Sanitary Sewer Service Agreement dated _____, _____ (the “Agreement”), pursuant to which City agreed to provide sanitary sewer service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the City’s sewage collection facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the City upon their completion and satisfactory inspection by the City.

E. Developer agreed to assign the rights of the sanitary portion of any joint easement in which Utility Facilities have been installed to City.

F. Developer now desires to dedicate and transfer the Utility Facilities to the City.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer agrees as follows:

1. Defined Terms. All capitalized terms used but not defined in this Bill of Sale, shall have the meaning ascribed in the Agreement.
2. Transfers. Developer hereby sells, transfers, and conveys the Utility Facilities to the City and its successors and assigns. Developer represents and warrants to the City that: (i) it has the right, power, and authority to transfer the Utility Facilities to the City, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the City; (ii) the Utility Facilities are free of

all liens and encumbrances of any nature whatsoever; and (iii) Developer has received all necessary permits and approvals for the Utility Facilities, and such permits and approvals are final and no longer subject to appeal.

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, Developer has caused this Bill of Sale to be executed as of the day and year first above written.

[Signature on Following Page]

Samran Investment, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Samran Investment, LLC, who acknowledged the execution of the foregoing "Bill of Sale and Easement Dedication" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(Printed Signature)

My County of Residence:

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

This instrument prepared by and after recording return to Lindsey M. Bennett, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit C

[Memorandum of Agreement]

MEMORANDUM OF AGREEMENT

(NJS Foodmart and Gas Station)

This MEMORANDUM OF AGREEMENT (“Memorandum”), made and entered into this ____ day of _____, 20__, is by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Samran Investment, LLC (“Developer”).

RECITALS:

- A. Fishers and Developer have entered into a Sanitary Sewer Service Agreement dated as of an even date herewith (“Service Agreement”).
- B. Developer represents that it owns or controls certain real estate consisting of approximately 1.45 acres as described on the attached Exhibit 1 (the “Development”).
- C. The Service Agreement describes the terms and conditions upon which Fishers will provide sewer service to the Development.
- D. Fishers and Developer desire to enter into and record this Memorandum acknowledging the existence of the rights and obligations of Fishers and Developer, and their grantees, successors, and assigns, with respect to the provision of sewer service to the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

- 1. Incorporation. The above and foregoing Recitals, including any defined term set forth therein, are hereby incorporated into and made a part of this Memorandum as if more fully restated herein.
- 2. Recordation. Upon final execution of this Memorandum, Developer will record this Memorandum at its cost in the chain-of-title for the Development.
- 3. Binding on Successors and Assigns. This Memorandum and the Service Agreement touch and concern the Development and shall be binding on Fishers and Developer’s successors and assigns, including, without limitation, any future tenants or purchasers of the respective properties. Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the property.
- 4. Easements. In addition to the other terms and conditions in the Service Agreement, the Service Agreement includes a requirement that the Developer and its successors and assigns agree to provide additional sewer easements (in, over, and across the Development) to facilitate the provision of sewer service to future users in and around the Development. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Development.

5. Information. Any person or entity desiring to obtain additional information about the terms and conditions upon which Fishers and Developer have agreed to extend sewer and water service to the Development may contact:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Lindsey M. Bennett City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Samran Investment, LLC Attn: Jasbir Singh 12571 Reynolds Drive Fishers, IN 46038

6. Memorandum. This Memorandum is prepared for recording to put all persons on notice of the existence of the Service Agreement and the rights and obligations of Fishers and Developer under such Service Agreement. Nothing contained herein shall be deemed to amend or modify the Service Agreement, and all terms set forth herein are subject to the terms and conditions of the Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by its duly authorized representatives the day and year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director of the City of Fishers, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“DEVELOPER”

Samran Investment, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Samran Investment, LLC, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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

This instrument prepared by and after recording return to Lindsey M. Bennett, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT 1

[Legal Description of Property]

NJS Foodmart and Gas Station

LOT 3

Part of Lots 1 and 2 of Reynolds Industrial Park, per plat thereof, recorded April 19, 1974, as Instrument Number 3103, in Plat Book 5, pages 48 and 49, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, the following three (3) courses are along the east and south lines of said Lots 1 and 2: 1) thence South 00 degrees 01 minute 56 seconds West 27.44 feet (basis of bearings is Indiana State Plane Coordinate System, East Zone) to the south right-of-way line of 126th Street per Instrument Number 20100066437 in said Recorder's Office, being the POINT OF BEGINNING; 2) thence continue South 00 degrees 01 minute 56 seconds West 260.01 feet; 3) thence South 89 degrees 27 minutes 41 seconds West 240.39 feet to a line that is 1.00 foot east of and parallel with the west line of said Lot 2; thence North 00 degrees 00 minutes 31 seconds East 265.83 feet to said south right-of-way line; thence South 89 degrees 09 minutes 08 seconds East 240.52 feet along said right-of-way to the POINT OF BEGINNING. Containing 1.451 acres, more or less.

RESOLUTION NO. R091024A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT
(NJS FOODMART AND GAS STATION)**

WHEREAS, Simran Investment, LLC (“Developer”), is constructing a gas station and convenience store to be generally located at 12571 Reynolds Drive in Fishers, IN 46038, Parcel No.:15-11-31-00-15-003.000 containing approximately 1.45 acres (the “Property”);

WHEREAS, Developer owns and/or controls approximately 1.45 acres legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, Developer desires sanitary sewer service for the Property;

WHEREAS, in order to receive the desired service from the City of Fishers, by and through its municipal sewer utility (“Fishers”), the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers;

WHEREAS, once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property;

WHEREAS, Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities; and

WHEREAS, Fishers desires to provide sanitary service to the Property subject to the execution of a certain Sanitary Sewer Service Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Agreement in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Fishers Sewer Utility Director to enter into and execute the Agreement and any and all documents in furtherance of the Agreement.
- Section 3.** This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

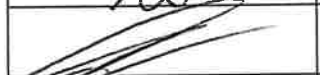
SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of September, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/10/24

Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel. City of Fishers, Hamilton County, Indiana. One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

SANITARY SEWER SERVICE AGREEMENT

(NJS FOODMART AND GAS STATION)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this 10 day of September, 2024 (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sanitary sewer utility (“Fishers”), and Simran Investment, LLC (“Developer”), and is regarding the provision of sewer service to a new development to be generally located at 12571 Reynolds Drive in Fishers, Indiana, 46038, Parcel No. 15-11-31-00-15-003.000.

RECITALS

A. Developer owns and/or controls approximately 1.45 acres legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct a gas station and convenience store generally known as NJS Foodmart and Gas Station.

C. The Developer desires sanitary sewer service for the Property.

D. In order to receive the desired service from Fishers, the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers.

E. Once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property.

F. Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I **RIGHTS AND RESPONSIBILITIES OF FISHERS**

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction, Fishers will provide the Developer with: (i) the locations, at Fishers’ sole discretion, for the Property’s connection to Fishers’ sewer facilities; and (ii) a copy of Fishers’ construction specifications for the construction of applicable and necessary distribution, collection, or other special sewer facilities to be constructed for connection and service to the Property (collectively, the “Utility Facilities”).

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Fishers may review and approve or reject any plans for the Utility Facilities.

Section 1.3. Compliance with Fishers' Specifications. Fishers shall have the authority during all phases of construction and inspection of any applicable Utility Facilities to enter upon the Property to inspect the Utility Facilities (with or without notice) and notify the Developer of any failure of materials or workmanship to meet Fishers' specifications and halt construction of Utility Facilities if Fishers' specifications are not being met. Fishers, in its sole discretion, shall also have the right to direct the Developer to submit change orders to the Developer's contractor to cure any defects in material or workmanship revealed by Fishers' inspection. Fishers may not accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Fishers' construction specifications.

Section 1.4. Provision of Service. Fishers agrees to accept up to three hundred (300) gallons per day of wastewater and provide service to the Property for each purchased equivalent dwelling unit ("EDU") of capacity, subject to: (i) timely and full payment by the Developer of all applicable rates and charges; (ii) all ordinances of the City of Fishers, and rules, regulations, and directives within the authority of Fishers; and (iii) compliance by the Developer with all provisions of this Agreement. Fishers will serve the Property following construction of any required facilities, connection, approval by Fishers, and payment of all applicable fees. The Developer's use of Fishers' services must be in conformance with all other applicable agreements and City of Fishers ordinances, rules, regulations, and directives relating to utility service. Fishers shall have the right to terminate this Agreement and use any capacity allocated herein for other customers if the Developer does not complete construction of waste producing structures and connect the Property within ten (10) years, or otherwise breaches the Agreement.

Section 1.5. Rates and Charges. Fishers will impose all of Fishers' prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;
- c. Monthly user rates;
- d. Inspections and plan review fees; and
- e. Any other fees that are subsequently enacted by ordinance.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to any property.

Section 1.6. Right to Impose Additional Capacity Fees. Fishers reserves the right to impose additional capacity and other applicable fees in the event the Developer and/or any future owner/tenant changes its anticipated use, expands the Property or use thereof, adds additional structures, and/or hires additional employees which will result in wastewater flows in an amount in excess of the amounts anticipated herein. The amount of the additional fees shall be based upon the increased flows that are anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. Fishers reserves the right to require the Developer and/or any future owner/tenant to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Utility Facilities. Fishers will not be responsible for any portion or cost of the design, construction, or installation of the Utility Facilities, and the parties agree that Fishers will not collect fees or reimburse the Developer for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Utility Facilities and acceptance of such dedication by Fishers, Fishers will maintain and operate the accepted Utility Facilities subject to the other terms herein. The Developer (or subsequent property owner, where applicable) will own, maintain, and operate the Utility Facilities not dedicated to Fishers (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Fishers shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, Fishers' service, provided that, except in the event of an emergency, Fishers will provide reasonable notice to Developer or any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, Fishers does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by Fishers.

Section 1.9. Fishers' Liability. Absent gross negligence, Fishers will not be liable for any damage resulting from Fishers' sewer service on and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Fishers shall further not be liable for service interruptions, which can and do occur. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of installing any and all facilities that are necessary for the provision of sanitary sewer service to the Property. When required by Fishers, the property owner shall also install grease traps that are in accordance with Fishers' specifications. The Developer or future property owner/tenant shall further take any other measures Fishers determines to be necessary to prevent excessive strength effluent from entering into Fishers' wastewater collection system. At Fishers' option, any Utility Facilities constructed pursuant to this Agreement may be oversized to meet future demands for service from areas outside the Property. Developer agrees to construct all Utility Facilities to a size or capacity as requested by Fishers. Developer further agrees, at Developer's expense, to terminate the above Utility Facilities at locations within and/or on the perimeter of the Property, as specified by Fishers, to facilitate access for said future service. Developer shall install, at Developer's expense, lateral stubs at locations within the Property specified by Fishers to facilitate access for said future service. Fishers agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any gravity main, or in the situation where a force main system is utilized and permitted by Fishers, any force main and related pump station, to a size larger than that necessary to serve the Property,

as determined by Fishers; provided, however, Developer agrees to pay, if requested by Fishers, the costs required to oversize gravity mains to a maximum size of ten inches (10'') in diameter or, in the situation where a force main system is utilized and permitted by Fishers, a size (both force main and pump station) equivalent in capacity to a ten inch (10'') gravity sewer main. A copy of Fishers' oversizing guidelines are available upon request. The above oversizing costs shall be paid by Fishers upon the Developer's completion of construction or any respective phase thereof. However, notwithstanding the above, Fishers shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by Fishers Sewer Utility Director.

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Fishers' prevailing rates and charges, including: (i) a sewer capacity fee of Four Thousand Four Hundred Seventy-One and no/100 Dollars (\$4,471) per EDU; (ii) a sewer tap fee of Three Hundred Five and no/100 Dollars (\$305.00) per tap, exclusive of excavation, and a plan review fee of One Hundred and no/100 Dollars (\$100.00) per EDU. Since this is a commercial development, the final sewer fees will be assessed with the commercial building permit and not as part of this Agreement. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

The Developer (or ultimate property owner, user, or customer) will further pay additional tap or capacity fees or deduct from available credits, if applicable, based upon then prevailing rates if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into Fishers' system, or Fishers otherwise determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). The Developer (or ultimate property owner, user, or customer) must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Fishers' ordinances. If the Developer places an additional structure on the Property, additional capacity and tap fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Fishers from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plan Review and Construction of Utility Facilities. Prior to initiating construction of applicable Utility Facilities, the Developer must provide the plans and specifications for the Utility Facilities to Fishers (and/or its engineer) for review and approval or rejection. Once Fishers (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Fishers' construction specifications and ordinances and pay the cost of any modifications or revisions that are required to any existing Fishers facilities. The Developer shall pay Fishers' cost of reviewing the Developer's plans for the Utility Facilities, inspecting the installation of the Utility Facilities, and performing the testing (as required in Section 2.5 below). The Developer covenants and agrees to pay Fishers' inspection fees equal to eight percent (8%) of the actual documented costs of constructing the Utility Facilities, or respective phase thereof, which inspection fees shall be paid upon completion of construction of the Utility Facilities. To allow Fishers to determine inspection fees due and to properly account for the costs of the Utility Facilities, Developer shall provide Fishers with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Utility Facilities or phase thereof. The construction cost documentation shall be provided by the Developer on a monthly basis, or as otherwise approved by Fishers, as construction proceeds. The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Fishers for the construction of the Utility Facilities.

Section 2.4. Sampling and Flow Measuring Manholes. The Developer will install sampling and flow measuring manholes (“Manholes”) at locations on the Property that are easily accessible by Fishers. Fishers will have access to the Manholes to sample and measure the flow from the Property.

Section 2.5. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Fishers’ construction standards and remedy any deficiencies as required by Fishers. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Fishers with three (3) sets of as-built drawings and copy of the electronic CAD files at a scale of 1” = 100’ showing the location of any Utility Facilities, including the taps.

Section 2.6. Bond and Developer Ownership of Utility Facilities During Maintenance Period. Prior to the dedication of any applicable Utility Facilities, the Developer must provide a three (3) year maintenance bond covering material and labor in an amount equal to twenty percent (20%) of the total cost of the Utility Facilities with a surety in terms that are acceptable to Fishers. During the three (3) year maintenance bond period, the Developer shall own the Utility Facilities or the respective phase thereof. Fishers shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Utility Facilities or the respective phase thereof. The Developer, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Utility Facilities or the respective phase thereof, including but not limited to labor, materials and taxes (if applicable). For so long as the Developer owns the Utility Facilities or any respective phase or any portions thereof, Developer shall remain obligated for all costs to repair and/or replace the Utility Facilities in accordance with Fishers’ construction specifications effective at the sanitary sewer construction plan approval. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, shall be performed. Developer, or their contractor, shall have the right to perform the repairs and/or replacement if they choose. Otherwise, repairs and/or replacements shall be performed by Fishers or its contractor and the documented costs thereof reimbursed to Fishers by Developer. To the extent any repairs are not covered by the maintenance bond, the Developer shall be responsible for the expense of repair, replacement, and/or maintenance that occurs, either prior to acceptance of the Utility Facilities by Fishers or within the three (3) years the maintenance bond is in effect.

Section 2.7. Dedication of Utility Facilities and Easements. After the completion of the three (3) year maintenance bond period, the Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Fishers after final inspection by Fishers, interconnection of the Utility Facilities to Fishers’ facilities, and acceptance of the same in Fishers’ sole discretion. The dedication of Utility Facilities shall occur by the execution of a Bill of Sale in the form required by Fishers, a copy of which is attached as Exhibit B. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required by Fishers and shall record all necessary documents in the Hamilton County Recorder’s Office. It is understood a portion of the easements shall be joint easements for sanitary and storm sewer. It is also understood the joint easements shall be acquired by Developer as the grantee who will then assign rights for the sanitary portion of the joint easement to Fishers. The Developer shall ensure that all facilities are located within the easements or right-of-way as approved by Fishers and shall be responsible for indemnifying Fishers and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements or right-of-way.

Section 2.8. Indemnification of Fishers. Prior to beginning construction, the Developer must provide Fishers with certification that Fishers is an additional named insured on a policy insuring Fishers

against any and all claims for personal injury or property damage resulting from construction of any utility facilities. The Developer shall further indemnify and hold harmless Fishers against any and all such claims; and indemnify Fishers for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Fishers as a result of any and all such claims.

Section 2.9. Use of Fishers' System. The Developer agrees to obtain sanitary sewer service only from Fishers; however, the Developer will refrain from discharging or using Fishers' sewer systems in any way which inhibits Fishers from providing service or causes damage to Fishers' facilities. The Developer is prohibited from working on or altering Fishers' facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Fishers' system.

Section 2.10. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form reasonably acceptable to Fishers, to facilitate the provision of sewer service to future users in and around the Property to the extent such is necessary or appropriate for the use by future users. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Property.

Section 2.11. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Fishers' provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Fishers, for itself and its successors and assigns.

ARTICLE III

MISCELLANEOUS

Section 3.1. Legal Description for Property. The Developer represents that the legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that Fishers' service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. Developer and Fishers shall execute a memorandum of this Agreement, attached as Exhibit C, which shall be recorded by Developer. Fishers may further record this Agreement at Fishers' option, and Developer will execute all documents reasonably requested by Fishers for such recording.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Developer in writing to the addresses set forth below:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Lindsey M. Bennett City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Samran Investment, LLC Attn: Jasbir Singh 12571 Reynolds Drive Fishers, IN 46038

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[Signatures on Following Pages]

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

Jonathan Valenta,
Fishers Sewer Utility Director

)

) SS:

)

WITNESS my hand and Notarial Seal this 10 day of September 2024

WITNESS my hand and Notarial Seal this



Kari E Adriano

(Printed Signature)

January 2, 2030

Hamilton

“DEVELOPER”

Samran Investment, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Samran Investment, LLC, who acknowledged the execution of the foregoing " Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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

This instrument was prepared by and after recording return to: Lindsey M. Bennett, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

[Legal Description of the Property]

NJS Foodmart and Gas Station

LOT 3

Part of Lots 1 and 2 of Reynolds Industrial Park, per plat thereof, recorded April 19, 1974, as Instrument Number 3103, in Plat Book 5, pages 48 and 49, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, the following three (3) courses are along the east and south lines of said Lots 1 and 2: 1) thence South 00 degrees 01 minute 56 seconds West 27.44 feet (basis of bearings is Indiana State Plane Coordinate System, East Zone) to the south right-of-way line of 126th Street per Instrument Number 20100066437 in said Recorder's Office, being the POINT OF BEGINNING; 2) thence continue South 00 degrees 01 minute 56 seconds West 260.01 feet; 3) thence South 89 degrees 27 minutes 41 seconds West 240.39 feet to a line that is 1.00 foot east of and parallel with the west line of said Lot 2; thence North 00 degrees 00 minutes 31 seconds East 265.83 feet to said south right-of-way line; thence South 89 degrees 09 minutes 08 seconds East 240.52 feet along said right-of-way to the POINT OF BEGINNING. Containing 1.451 acres, more or less.

Exhibit B

[*Bill of Sale*]

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

(NJS Foodmart and Gas Station)

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 20____, by Samran Investment, LLC (“Developer”), to and in favor of the City of Fishers, Hamilton County, Indiana (“City”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Hamilton County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and City entered into a Sanitary Sewer Service Agreement dated _____, _____ (the “Agreement”), pursuant to which City agreed to provide sanitary sewer service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the City’s sewage collection facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the City upon their completion and satisfactory inspection by the City.

E. Developer agreed to assign the rights of the sanitary portion of any joint easement in which Utility Facilities have been installed to City.

F. Developer now desires to dedicate and transfer the Utility Facilities to the City.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer agrees as follows:

1. Defined Terms. All capitalized terms used but not defined in this Bill of Sale, shall have the meaning ascribed in the Agreement.
2. Transfers. Developer hereby sells, transfers, and conveys the Utility Facilities to the City and its successors and assigns. Developer represents and warrants to the City that: (i) it has the right, power, and authority to transfer the Utility Facilities to the City, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the City; (ii) the Utility Facilities are free of

all liens and encumbrances of any nature whatsoever; and (iii) Developer has received all necessary permits and approvals for the Utility Facilities, and such permits and approvals are final and no longer subject to appeal.

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, Developer has caused this Bill of Sale to be executed as of the day and year first above written.

[Signature on Following Page]

Samran Investment, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Samran Investment, LLC, who acknowledged the execution of the foregoing "Bill of Sale and Easement Dedication" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(Printed Signature)

My County of Residence:

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

This instrument prepared by and after recording return to Lindsey M. Bennett, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit C

[Memorandum of Agreement]

MEMORANDUM OF AGREEMENT

(NJS Foodmart and Gas Station)

This MEMORANDUM OF AGREEMENT (“Memorandum”), made and entered into this ____ day of _____, 20__, is by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Samran Investment, LLC (“Developer”).

RECITALS:

A. Fishers and Developer have entered into a Sanitary Sewer Service Agreement dated as of an even date herewith (“Service Agreement”).

B. Developer represents that it owns or controls certain real estate consisting of approximately 1.45 acres as described on the attached Exhibit 1 (the “Development”).

C. The Service Agreement describes the terms and conditions upon which Fishers will provide sewer service to the Development.

D. Fishers and Developer desire to enter into and record this Memorandum acknowledging the existence of the rights and obligations of Fishers and Developer, and their grantees, successors, and assigns, with respect to the provision of sewer service to the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Incorporation. The above and foregoing Recitals, including any defined term set forth therein, are hereby incorporated into and made a part of this Memorandum as if more fully restated herein.

2. Recordation. Upon final execution of this Memorandum, Developer will record this Memorandum at its cost in the chain-of-title for the Development.

3. Binding on Successors and Assigns. This Memorandum and the Service Agreement touch and concern the Development and shall be binding on Fishers and Developer’s successors and assigns, including, without limitation, any future tenants or purchasers of the respective properties. Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the property.

4. Easements. In addition to the other terms and conditions in the Service Agreement, the Service Agreement includes a requirement that the Developer and its successors and assigns agree to provide additional sewer easements (in, over, and across the Development) to facilitate the provision of sewer service to future users in and around the Development. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Development.

5. Information. Any person or entity desiring to obtain additional information about the terms and conditions upon which Fishers and Developer have agreed to extend sewer and water service to the Development may contact:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Lindsey M. Bennett City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Samran Investment, LLC Attn: Jasbir Singh 12571 Reynolds Drive Fishers, IN 46038

6. Memorandum. This Memorandum is prepared for recording to put all persons on notice of the existence of the Service Agreement and the rights and obligations of Fishers and Developer under such Service Agreement. Nothing contained herein shall be deemed to amend or modify the Service Agreement, and all terms set forth herein are subject to the terms and conditions of the Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by its duly authorized representatives the day and year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"FISHERS"

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: [Signature]
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director of the City of Fishers, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 10 day of September 24



[Signature]
Notary Public
Kari E. Adriano
(Printed Signature)

My Commission Expires:
January 2, 2030

My County of Residence:
Hamilton

“DEVELOPER”

Samran Investment, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Samran Investment, LLC, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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

This instrument prepared by and after recording return to Lindsey M. Bennett, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT 1

[Legal Description of Property]

NJS Foodmart and Gas Station

LOT 3

Part of Lots 1 and 2 of Reynolds Industrial Park, per plat thereof, recorded April 19, 1974, as Instrument Number 3103, in Plat Book 5, pages 48 and 49, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1, the following three (3) courses are along the east and south lines of said Lots 1 and 2: 1) thence South 00 degrees 01 minute 56 seconds West 27.44 feet (basis of bearings is Indiana State Plane Coordinate System, East Zone) to the south right-of-way line of 126th Street per Instrument Number 20100066437 in said Recorder's Office, being the POINT OF BEGINNING; 2) thence continue South 00 degrees 01 minute 56 seconds West 260.01 feet; 3) thence South 89 degrees 27 minutes 41 seconds West 240.39 feet to a line that is 1.00 foot east of and parallel with the west line of said Lot 2; thence North 00 degrees 00 minutes 31 seconds East 265.83 feet to said south right-of-way line; thence South 89 degrees 09 minutes 08 seconds East 240.52 feet along said right-of-way to the POINT OF BEGINNING. Containing 1.451 acres, more or less.



Board Action Form

MEETING DATE	September 10, 2024			
TITLE	Request to approve a Reimbursable Agreement with Citizens Energy Group for 136 th Street			
SUBMITTED BY	Name & Title: Hatem Mekky, Director Department: Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R091024B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	In order to facilitate the construction of 136 th Street, Citizens Energy Group is required to relocate and/or lower some existing watermains and hydrants. This Utility Reimbursement Agreement memorializes the reimbursement for the relocation of the water lines that are located within a private easement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	The actual cost of the reimbursable relocation will be realized after the relocation is performed.
OPTIONS (Include <i>Deny Approval Option</i>)	1.	Approve the agreement
	2.	Deny the request
	3.	Provide alternate direction
	4.	
PROJECT TIMELINE	Upon full execution of the reimbursable agreement, Citizens Energy Group will be able to order materials and begin relocation efforts.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends to approve the agreement and to authorize the Mayor to execute.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Reimbursable Agreement	

RESOLUTION R091024B

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A UTILITY REIMBURSEMENT AGREEMENT
(CITIZENS WATER)**

WHEREAS, the City of Fishers Engineering Department has planned and is scheduled to begin constructing of 136th Street within the municipal boundaries of the City (the “Project”);

WHEREAS, The Department of Public Works for the City of Indianapolis d/b/a Citizens Water (“Citizens”) is required to relocate certain facilities necessary to accommodate the Project; and

WHEREAS, the City desires to enter into the reimbursement agreement with Citizens in substantially similar form as Exhibit A (“Reimbursement Agreement”), attached hereto and incorporated herein, to reimburse Citizens the cost of relocating its facilities, all as more particularly described in the Reimbursement Agreement.

NOW, THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Reimbursement Agreement in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor to execute the Reimbursement Agreement and any ancillary documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 10th day of September, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennett

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT (Work by Utility)

Agreement Amount: \$389,600

Des No.: 1802931

Agreement Type: Standard Agreement

Work Description: Water main relocation

Road: 136th Street

County: Hamilton

THIS AGREEMENT, made and entered into this ____ day of _____ 2024, by and between

The Department of Public Works for the City of Indianapolis d/b/a Citizens Water
2150 Dr. Martin Luther King Jr. St.
Indianapolis, IN 46202

(hereinafter referred to as the "Utility"), and

The City of Fishers
3 Municipal Dr.
Fishers, IN 46038

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the road as referenced by the Des No.1901669. given above (hereinafter referred to as the “project”); and

WHEREAS, due to said road construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, The Local Public Agency has determined the Utility to be eligible for reimbursement; and

WHEREAS, The Local Public Agency will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the Local Public Agency under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement; and

WHEREAS, it is in the best interest of the Utility and the Local Public Agency for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of the Local Public Agency as provided for under 23 CFR 645.115..

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows

SECTION 1 - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

() With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

() By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

SECTION 2 - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by the Local Public Utility or until a satisfactory starting date has been established with the appropriate District Utility Coordination Contact.

SECTION 3 - SUBORDINATION OF RIGHTS

[Check the following that applies]

- () The existing facilities are located on public right-of-way.
- () The existing facilities are not located on public right-of-way.

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

SECTION 4 - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION 5 - PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 5 (A) – STANDARD PAYMENT METHOD

The Local Public Agency shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the Local Public Agency. The Local Public Agency shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit “B”.

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the Local Public Agency, the Local Public Agency will reimburse the Utility for its actual expenses. If the Local Public Agency does not agree with the amount invoiced by the Utility, the Local Public Agency will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility’s address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the Local Public Agency’s authorized representative.

Making a partial payment shall not abrogate the Local Public Agency’s right to dispute in good faith the Utility’s claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility’s final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

SECTION 5 (B) – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits “A” and “B” along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

The Local Public Agency may make payment by lump sum if the total cost for relocation does not exceed \$100,000.00. Lump sum payments in excess of \$100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The Local Public Agency shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit “B” shall be reimbursed.

SECTION 6 – COST INCREASES

An invoice that increases the total invoiced project cost above the amount shown in exhibit “B” shall not be approved until the Local Public Agency has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount

shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met the Local Public Agency may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by the Local Public Agency exceeds the amount shown in Exhibit "B" by more than 10%

The Local Public Agency shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 7 - FINAL BILL

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Public Agency to support such invoice.

SECTION 8 - RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's work, the INDOT's Division of Accounting and Control and/or the Local Public Agency may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT and/or the Local Public Agency shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control or by the Local Public Agency. If the audit resolution shows that the Utility has been overpaid, INDOT and/or the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT and/or the Local Public Agency within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five

(45) days, INDOT and/or the Local Public Agency may offset such amount against claims that the Utility has against INDOT and/or the Local Public Agency.

SECTION 9 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, and/or the Local Public Agency.

SECTION 11 - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 - COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 - COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) The UTILITY and any principals of the UTILITY certify that
 - (A) The UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) The UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) Will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 - CONFLICT OF INTEREST

- A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

 1. The individual executing the Contract;
 2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State of Indiana Ethics Commission.
- B. The Local Public Agency may cancel this Contract without recourse by UTILITY if any interested party is an employee of the State of Indiana or the Local Public Agency.
- C. The Local Public Agency will not exercise its right of cancellation under section B above if the UTILITY gives the Local Public Agency an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana or Local Public Agency of the interested party does not violate any statute or code relating to ethical conduct of State of Indiana or Local Public Agency

employees. The Local Public Agency may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

- D. UTILITY has an affirmative obligation under this Contract to disclose to the Local Public Agency when an interested party is or becomes an employee of the State of Indiana or Local Public Agency. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 16 - DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the INDOT of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Local Public Agency within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the Director of the Local Public Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 – NON-DISCRIMINATION

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. The UTILITY understands that the Local Public Agency is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the Local Public Agency and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 21 - APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 22 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Local Public Agency, as set forth in

Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<[<>>>](http://www.in.gov/ethics/)

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 24 – BUILD AMERICA, BUY AMERICA CERTIFICATION

The Utility agrees that all steel, iron, manufactured products and construction and material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Citizens Water

(Utility Name)

(Signature of Officer)

(Officer's Name, Printed or Typed)

(Officer's Position)

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

ACKNOWLEDGEMENT

FOR:

(Name of Local Public Agency)

BY:

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

ATTEST:

(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally
appeared _____
and acknowledged the execution of the foregoing contract on this ____ day of _____
20____.

My Commission Expires _____
(Signature)

(seal)

(Printed or Typed) (Notary Public)



Date: 5/21/2024

Subject:

Utility Relocation Work Plan for:	Citizens Energy Group
Facility Type:	Water

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	1802931
2.	Route Number:	Fishers – 136 th Street
3.	Location:	Southeastern Avenue to Prairie Baptist Road, Hamilton County
4.	Work Type:	Widening and Reconstruction
5.	Letting Date:	8/14/2024
6.	Date Work Plan Needed	5/4/2024
7.	Target Date for Utility to be out of conflict with INDOT Project	8/14/2025
	Intermediate Phase	N/A
	Intermediate Phase	N/A

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Scott Ritter
2.	Office telephone:	317-927-4434
3.	Mobile telephone:	
4.	Email address:	sritter@citizensenergygroup.com
5.	Agency name	Citizens Energy Group
6.	Address:	2150 Dr. Martin Luther King Jr. St.
7.	City, State, Zip Code:	Indianapolis In. 46202
8.	Construction Emergency Contact:	
	Name:	Citizens Energy Group Dispatch
	Number:	317-927-6000

- C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.



D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Travis Foerg
2.	Office Telephone:	317-806-2421
3.	Mobile Telephone:	317-532-7783
4.	Email Address:	TFoerg@b-l-n.com
5.	Agency Name:	Beam, Longest, and Neff
6.	Address:	8320 Craig St
7.	City, State, Zip Code	Indianapolis, IN 46250

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

Citizens Energy Group (Citizens) has existing 16 and 20-inch DI and PE water mains (installation dates between 2017 and 2020), and associated hydrants and valves located within the proposed project limits. Citizens has water main easements within the project limits.

B. Describe the location of existing active and inactive facilities.

See attached plan markups.

C. Describe what will be done with existing active and inactive facilities.

Review is based on updated plans dated January 31, 2024 and received on February 29, 2024.

The existing water mains, valves, and hydrants will remain in place with specific relocations to avoid proposed work. Existing water mains proposed to be retired as part of water main relocations will be retired in-place. Existing valve castings and hydrants proposed to be retired will be removed by Citizens Energy Group. Meter pit and service line adjustments, including ensuring cover requirements are met per Indiana Administrative Code for service lines, and adjusting curb boxes to finished grade are the responsibility of the Contractor. The valve castings will be adjusted to grade by Citizens Energy Group.

If piles, shoring, sheeting, or other engineered systems, whether temporary or permanent, will be used as excavation support within ten (10) feet of an active existing water main, the Contractor shall notify Citizens Energy Group a minimum of fourteen (14) days in advance of commencing excavation support activities.

New storm sewer structures within 8 feet of water mains shall be designed in accordance with IDEM Alternative to Technical Standards (dated March 3, 2023).

Water grade pressure pipe (C-900 or approved equal) will be required where horizontal separation is less than 10-ft from proposed storm sewers and water mains.

If piles/shoring will be driven up to 5 horizontal feet of an existing water main, an auger shall be employed to remove the soil to a minimum depth of 5 feet below the water main. The full depth of the auger hole shall be encased/shored as necessary to prevent pipe bedding and soil loss around the water main during pile driving activities.



- D. Describe the details of the proposed new facilities.

Lowering of two 20-inch DI water mains.

Relocate Hydrant O-40254.

Relocate Hydrant O-40255.

Relocate Hydrant O-40256.

Relocate Hydrant O-40257.

- E. Describe the proposed location of the new facilities.

See attached plan markups.

Lowering of two 20-inch DI water mains at approximately STA 111+00.

Relocate Hydrant O-40254 at approximately STA 110+72.

Relocate Hydrant O-40255 at approximately STA 116+00.

Relocate Hydrant O-40256 at approximately STA 122+60.

Relocate Hydrant O-40257 at approximately STA 126+50.

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **February 29, 2024.**

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Facility relocation is not dependent on the acquisition of additional property interests.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Citizens Water will not allow the contractor to do the required work.



Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	15 days
B.	The expected lead time in calendar days to obtain materials:	60 days*
C.	The expected lead time in calendar days to schedule work crews:	60 days
	Citizens Energy Group requires a 72-hr to one-week minimum notice from the contractor prior to the valve casting adjustments. The contractor shall coordinate with Citizens Energy Group by contacting Josh Glyn at (317) 730-7072 or jglyn@citizensenergygroup.com.	
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/A
E.	The expected lead time in calendar days to obtain new property interests:	N/A
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	July 15, 2024
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	120 days

***Note: Lead time is based off current material lead times and is subject to change based on manufacturer's availability.**

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 1. Utility A, with a description of the required work.
N/A
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 1. Work item A
Citizens Energy Group requires a 72-hr to one-week minimum notice from the contractor prior to the valve casting adjustments. The contractor shall coordinate with Citizens Energy Group.
 2. Work item B
Tree Clearing
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **14 days with advanced notice of tree clearing.**
- D. The number of calendar days to complete the relocation work: **30 days****
****Note: Pre-construction activities will commence per the schedule noted above. Relocations will be required to be completed between October 1 and May 1, as the water mains within the project limits are critical mains.**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached plan markups.



Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Preliminary Cost Estimate - \$389,600.00

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Water mains are within Citizens-owned property. Hydrants and water mains are located within Citizens Water main easements.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☐	☐
A relocation permit from INDOT/LPA:	☐	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

for SR

Signature of Utility Representative

5/21/2024

Date

David A. Clark, P.E.

Utility Representative Name Printed



INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	☒	☐	TSF
(1.b) is compatible with the project plans	☒	☐	TSF
(1.c) is compatible with the construction schedule	☒	☐	TSF
(1.d) is compatible with other utility relocation work plans	☒	☐	TSF
(2.a) has reasonable relocation scheme	☒	☐	TSF
(2.b) has a reasonable cost for compensable work	☒	☐	TSF

(Note: Double-click on box under Yes or N/A to mark it with an "X")


Utility Coordinator Signature

8/14/2024
Date

Travis Foerg
Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

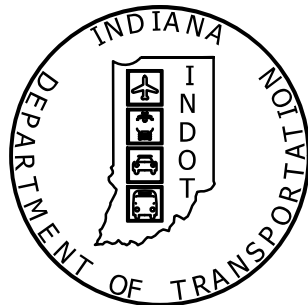
Project Manager Name Printed (LPA Project – ERC Name Printed)

PROJECT	DESIGNATION
1802931	1802931
CONTRACT	BRIDGE FILE
R-41987	N.A.

FISHERS STRUCTURE	TYPE	RISE, SPAN & SKEW	STATION
13012	Precast Reinforced Concrete Box	Rise: 3' Span: 10' Skew: 30°	Q Structure Sta. 112+43.00

KIN PROJECT INFORMATION			
DES. NO. 1802931 (Lead)	LATITUDE:	N 39° 59' 13"	Road Reconstruction From Southeastern Parkway To Prairie Baptist Road
	LONGITUDE:	W 85° 54' 19"	
DES. NO. 1902786	LATITUDE:	N 39° 59' 15"	Road Reconstruction From Prairie Baptist Road To Cyntheanne Road
	LONGITUDE:	W 85° 53' 22"	

INDIANA DEPARTMENT OF TRANSPORTATION



ROAD PLANS

136th STREET

Reconstruction of 136th Street from Southeastern Parkway to Prairie Baptist Road in
Section 24 & 25, T-18-N, R-5-E in Fall Creek Township, Hamilton County, Indiana.

PROJECT NO.

1802931 P.E.
1802931 R/W
1802931 CONST.

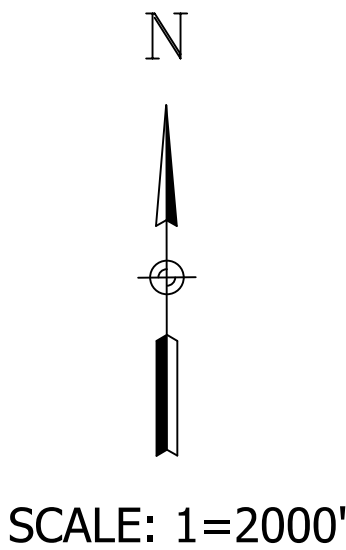


APPROVED:
CITY OF FISHERS, INDIANA

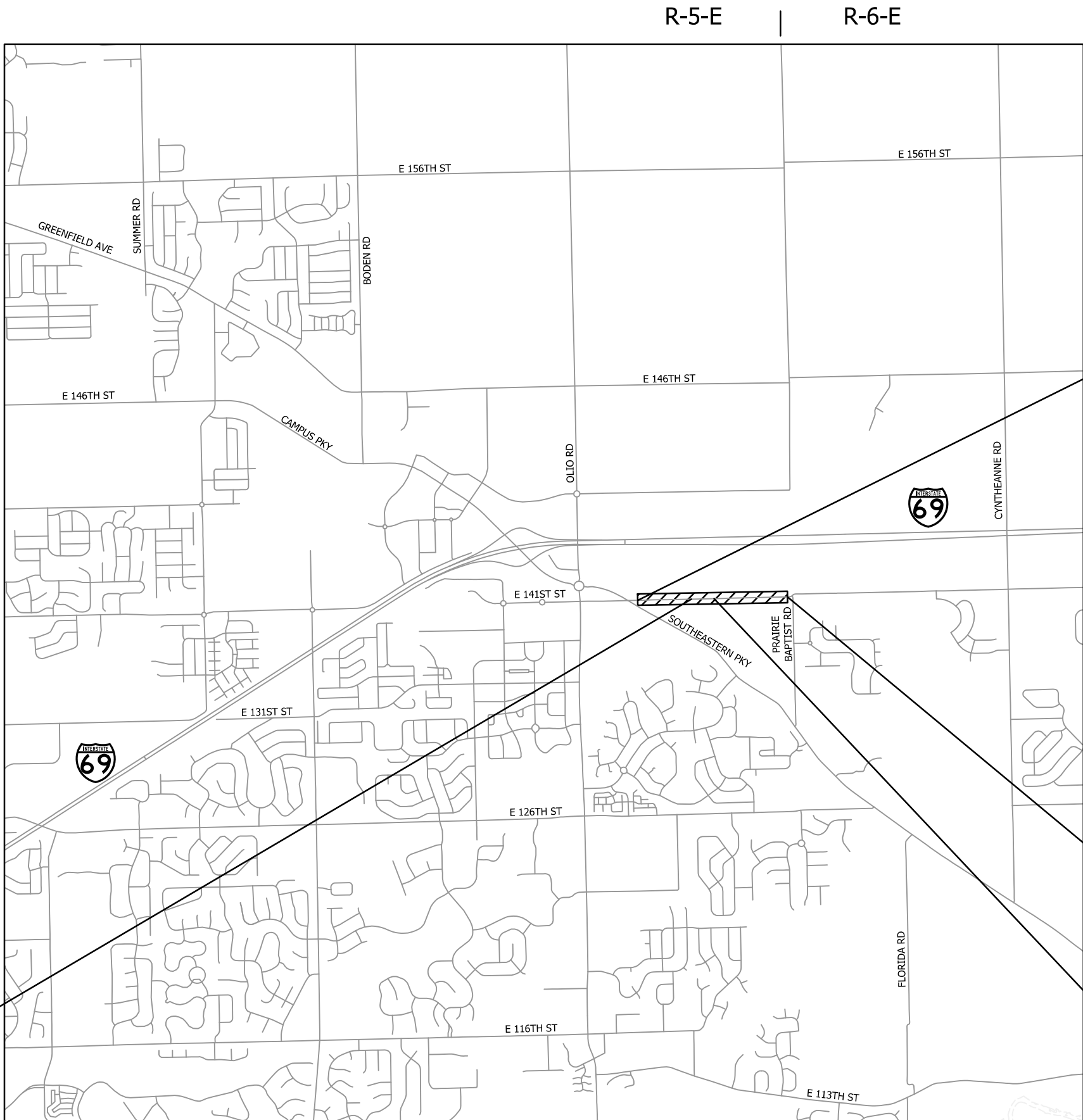
SCOTT FADNESS
MAYOR

Exhibit A

HATEM MEKKY, PE, ERC
DIRECTOR OF ENGINEERING



BEGIN PAVING EXCEPTION
STA: 118+51.83 "PR-C"



BEGIN PROJECT
STA: 104+75.00 "PR-C"

T-18-N

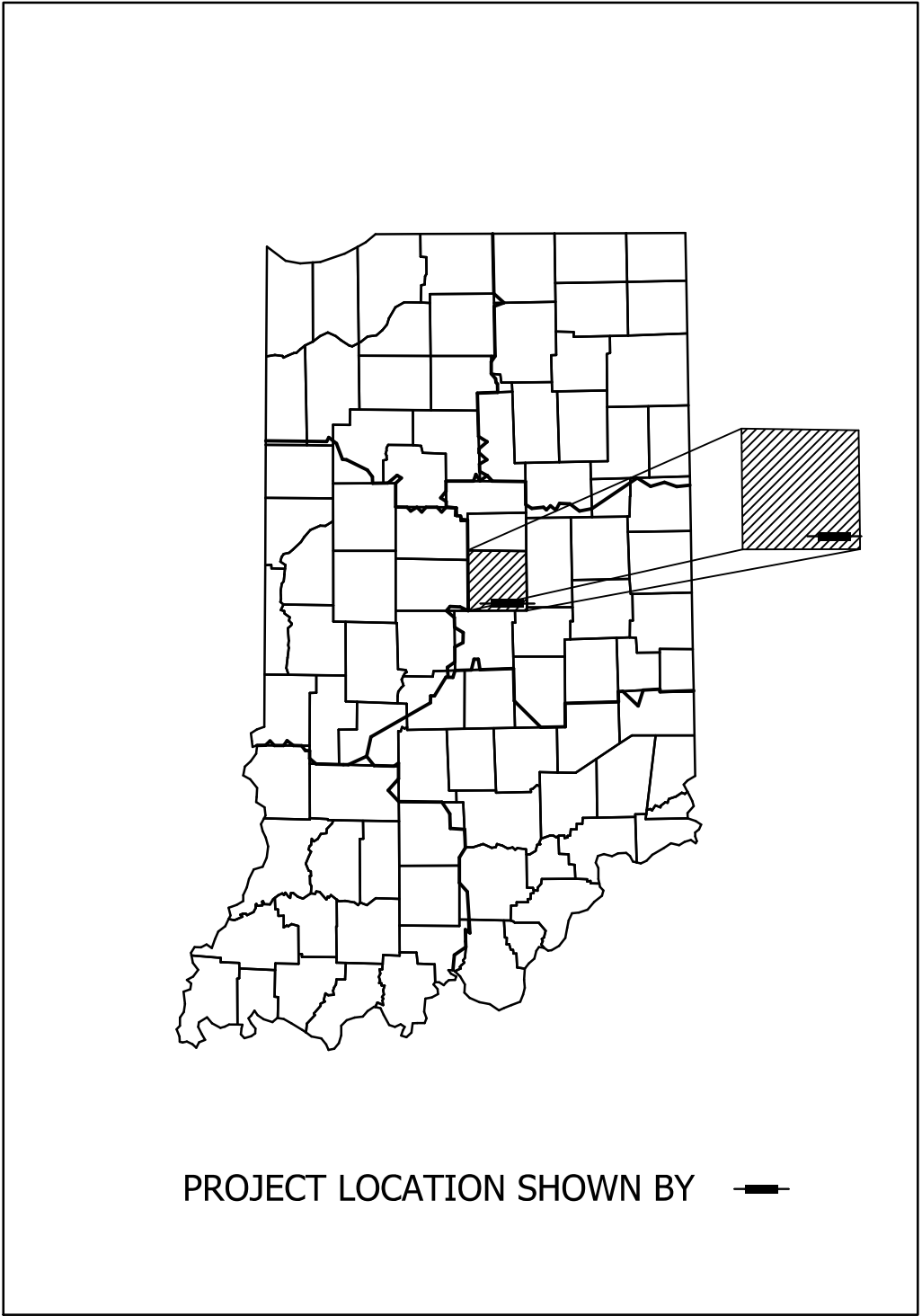
END PROJECT
STA: 130+50.00 "PR-C"

END PAVING EXCEPTION
STA: 119+65.79 "PR-C"

LOCATION MAP

TRAFFIC DATA	136TH STREET
A.A.D.T. (2024)	4,761 V.P.D.
A.A.D.T. (2044)	15,300 V.P.D.
D.H.V (2044)	1,530 V.P.H.
DIRECTIONAL DISTRIBUTION	55 %
TRUCKS	2.0 % A.A.D.T.
	10.0 % D.H.V.

DESIGN DATA	
DESIGN SPEED	40 M.P.H.
PROJECT DESIGN CRITERIA	RECONSTRUCTION (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	LOCAL AGENCY COLLECTOR
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE



LATITUDE: N 39° 59' 13" LONGITUDE: W 85° 54' 19"

HUC 14: 05120201110030
HUC 14: 05120201100130

Roadway Length:	0.47 MI.
Bridge Length:	N.A. MI.
Total Length:	0.47 MI.
Maximum Grade:	6.64 %

STAGE 3: 12/22/23

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2024
TO BE USED WITH THESE PLANS

PLANS PREPARED BY:	Beam, Longest & Neff, L.L.C.	(317) 849-5832 PHONE NUMBER
CERTIFIED BY:		DATE
APPROVED FOR LETTING:	INDIANA DEPARTMENT OF TRANSPORTATION	DATE

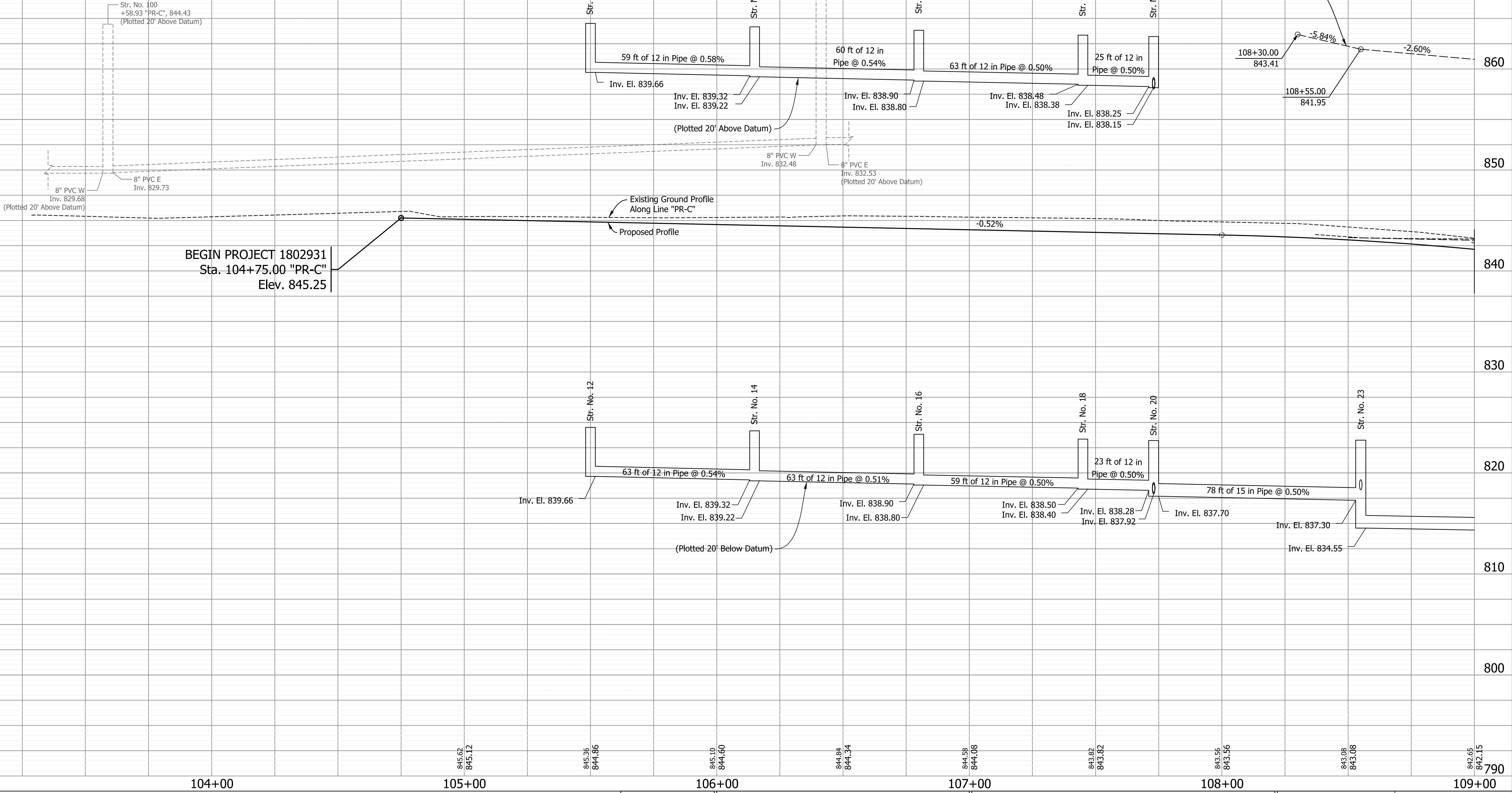
BRIDGE FILE	N.A.		
	DESIGNATION		
	1802931		
SURVEY BOOK	SHEETS		
	ELECTRONIC	1	of 95
	CONTRACT	PROJECT	
	R-41987	1802931	

RECOMMENDED FOR APPROVAL		
	DESIGN ENGINEER	DATE
DESIGNED: AMP	DRAWN: JJP	
CHECKED: JMB	CHECKED: AMP	

HORIZONTAL SCALE	BRIDGE FILE		
1"= 20'	N.A.		
VERTICAL SCALE	DESIGNATION		
N.A.	1802931		
SURVEY BOOK	SHEETS		
ELECTRONIC	12	of	95
CONTRACT	PROJECT		
R-41987	1802931		

1/31/2024 1:31:04 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Profile_01.dgn

COMMON EXCAVATION			
LINE "PR-C"	7420	CYS	
TOTAL, COMMON EXCAVATION	7420	CYS	
STRUCTURE EXCAVATION	129	CYS	
TOTAL EXCAVATION	7549	CYS	
FILL			
LINE "PR-C"	6995	CYS	
SWELL (25%)	1749	CYS	
TOTAL FILL	8744	CYS	
USABALE EXCAVATION AS FILL (50%)	3775	CYS	
BRIDGE EMBANKMENT BORROW	240	CYS	
TOTAL BORROW	5210	CYS	



RECOMMENDED FOR APPROVAL	
DESIGNED: AMP	DRAWN: JJP
CHECKED: JMB	CHECKED: AMP

INDIANA
DEPARTMENT OF TRANSPORTATION

PROFILE SHEET
BEGIN TO STA. 109+00

HORIZONTAL SCALE	BRIDGE FILE
1"=20'	N.A.
VERTICAL SCALE	DESIGNATION
1"=5'	1802931
SURVEY BOOK	SHEETS
ELECTRONIC	13 of 95
CONTRACT	PROJECT
R-41987	1802931

1/31/2024 1:31:24 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Plan_02.dgn

LEGEND:

- (C) PCCP for Approaches (See Index Sheet)
(C) PCCP for Approaches (See Index Sheet)
(F1) HMA for Sidewalk (See Index Sheet)
(K) Full Depth HMA Pavement (See Index Sheet)

- (R) Mill and Resurface (See Index Sheet)
(O) Compacted Aggregate No. 53
(U) Pipe, Type 4, Circular, 6"
(W) Widening (See Index Sheet)
(13) Curb and Gutter, Concrete

- (14) Curb and Gutter, Concrete, Depressed
(15) Combined Concrete Curb and Gutter, Type B
(16) Curb, Concrete
(17) Curb and Gutter, Roll Curb
(22) Center Curb, D, Concrete
(26) Sodding, Nursery

RECOMMENDED
FOR APPROVAL

DESIGN ENGINEER DATE

DESIGNED: AMP

DRAWN: JJP

CHECKED: JMB

CHECKED: AMP

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN SHEET
109+00 TO STA. 115+00

HORIZONTAL SCALE

1"=20'

VERTICAL SCALE

N.A.

SURVEY BOOK

ELECTRONIC

CONTRACT

R-41987

BRIDGE FILE

N.A.

DESIGNATION

1802931

SHEETS

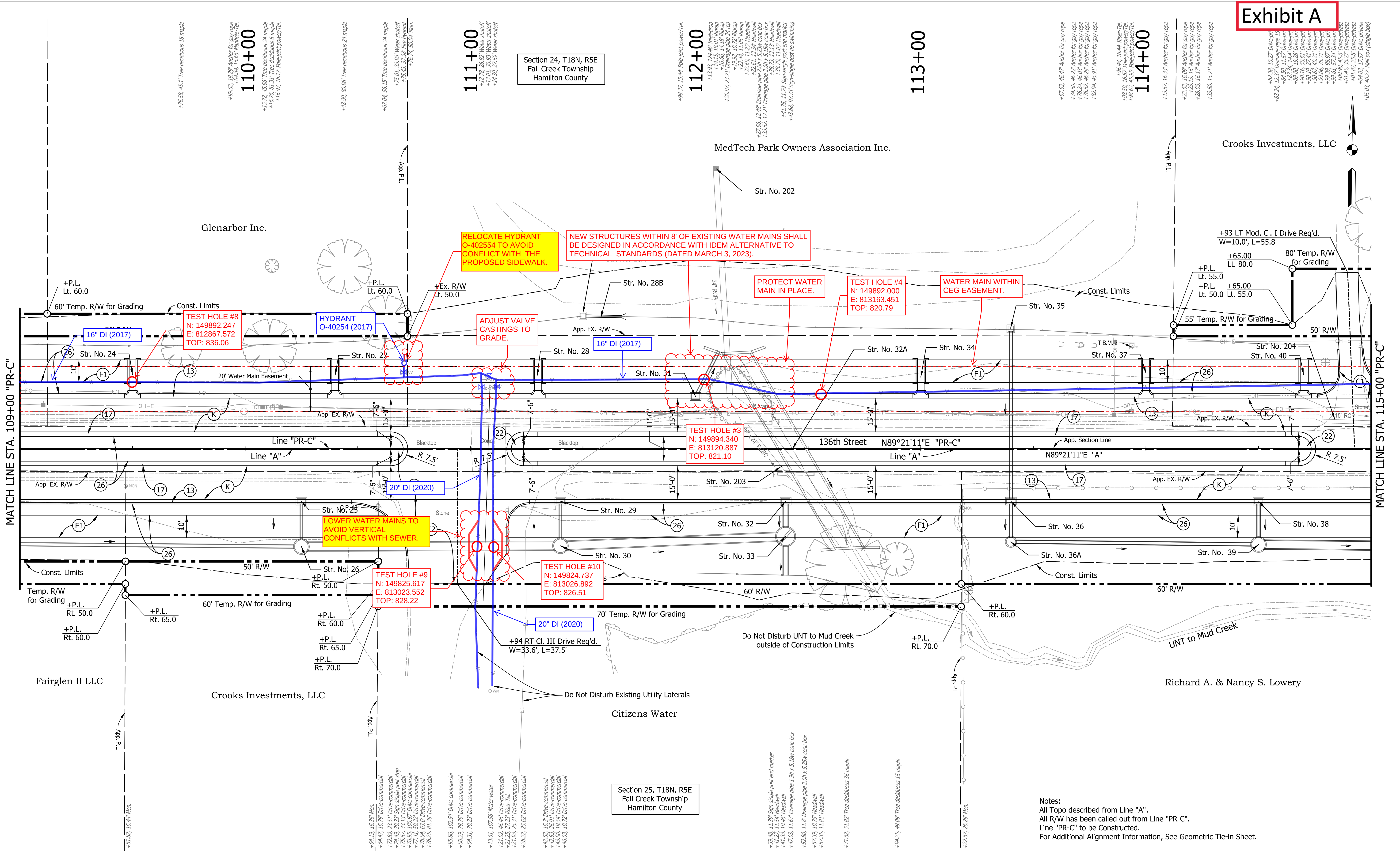
14 of 95

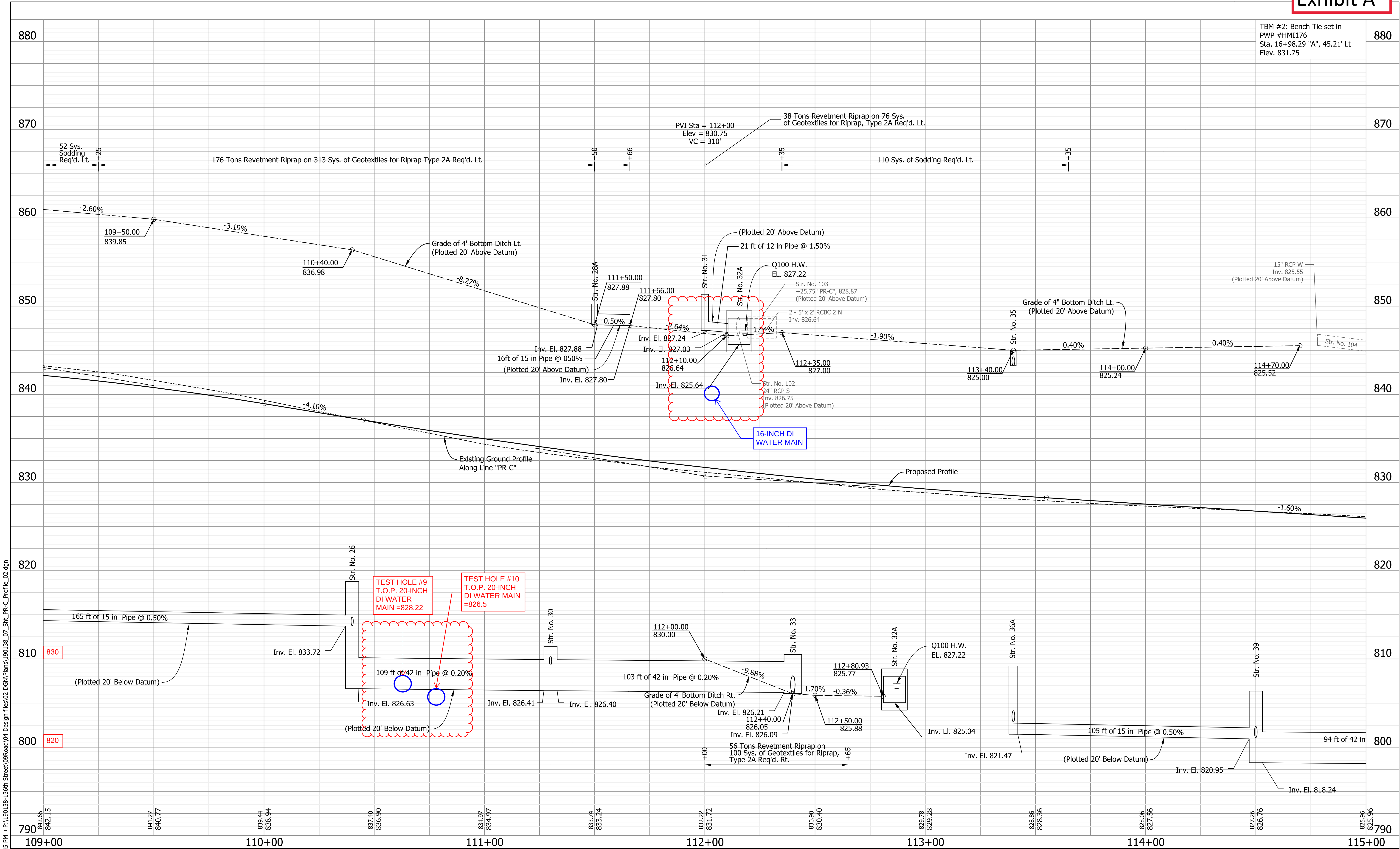
PROJECT

1802931

Notes:

All Topo described from Line "A".
All R/W has been called out from Line "PR-C".
Line "PR-C" to be Constructed.
For Additional Alignment Information, See Geometric Tie-in Sheet.



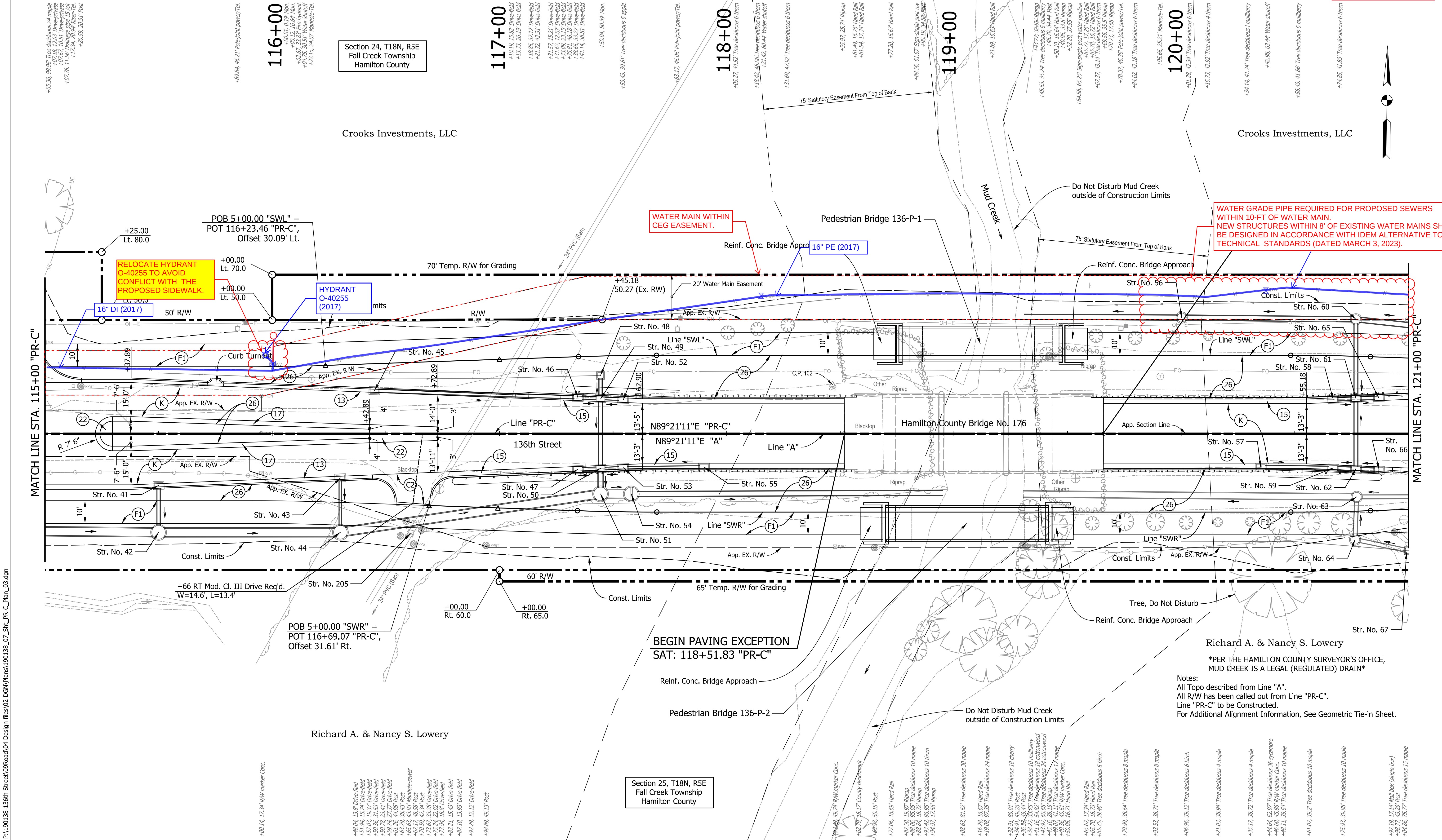


I:\1901138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Profile_02.dgn 1/31/2024 1:31/2024 2:42:45 PM

RECOMMENDED FOR APPROVAL _____		
DESIGN ENGINEER _____		DATE _____
DESIGNED: AMP	DRAWN: JJP	
CHECKED: JMB	CHECKED: AMP	

INDIANA DEPARTMENT OF TRANSPORTATION	
PROFILE SHEET STA. 109+00 TO STA. 115+00	

HORIZONTAL SCALE 1"=20'		BRIDGE FILE N.A.	
VERTICAL SCALE 1" = 5'		DESIGNATION 1802931	
SURVEY BOOK ELECTRONIC		SHEETS 15 of 95	
CONTRACT R-41987		PROJECT 1802931	



1/31/2024 1:31:24 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_SHL_PR-C_Plan_03.dgn

LEGEND:

(C) PCCP for Approaches (See Index Sheet)

(C) PCCP for Approaches (See Index Sheet)

(F1) HMA for Sidewalk (See Index Sheet)

(K) Full Depth HMA Pavement (See Index Sheet)

(R) Mill and Resurface (See Index Sheet)

(O) Compacted Aggregate No. 53

(U) Pipe, Type 4, Circular, 6"

(W) Widening (See Index Sheet)

(13) Curb and Gutter, Concrete

(14) Curb and Gutter, Concrete, Depressed

(15) Combined Concrete Curb and Gutter, Type B

(16) Curb, Concrete

(17) Curb and Gutter, Roll Curb

(22) Center Curb, D, Concrete

(26) Sodding, Nursery

RECOMMENDED FOR APPROVAL

DESIGNED: AMP

CHECKED: JMB

DESIGN ENGINEER

DRAWN: JJP

CHECKED: AMP

DATE

INDIANA

DEPARTMENT OF TRANSPORTATION

PLAN SHEET

115+00 TO STA. 121+00

HORIZONTAL SCALE

1"=20'

VERTICAL SCALE

N.A.

SURVEY BOOK

ELECTRONIC

CONTRACT

R-41987

BRIDGE FILE

N.A.

DESIGNATION

1802931

SHEETS

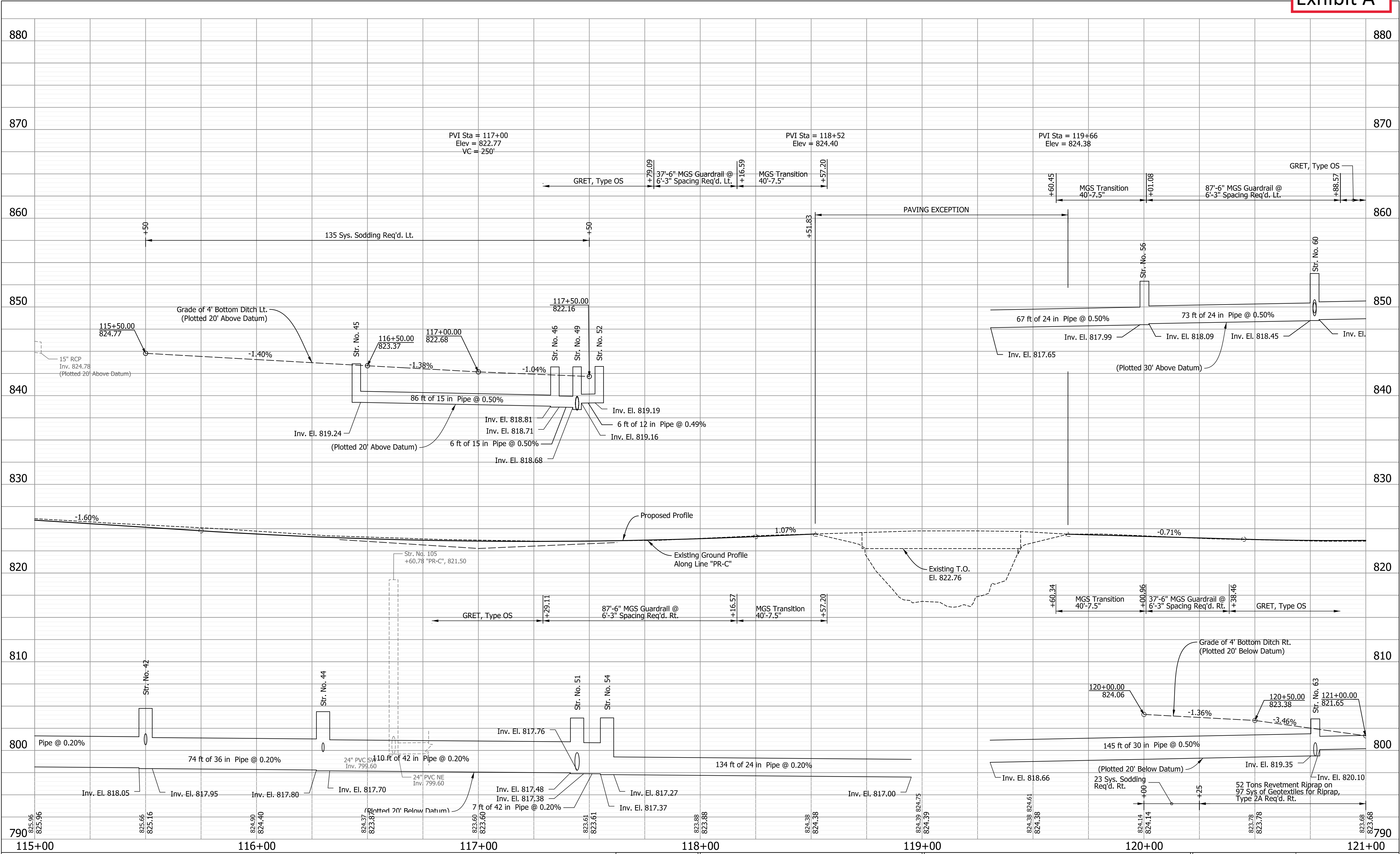
16 of 95

PROJECT

1802931

Page 159 of 294

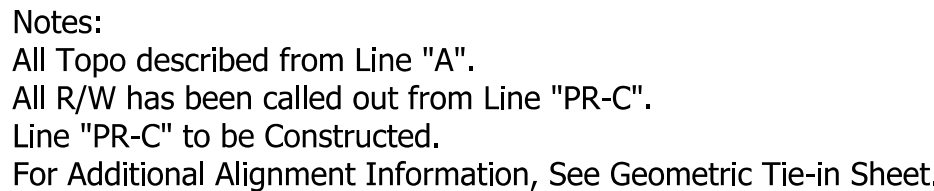
I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Profile_03.dgn 1/31/2024 1:31/2024 2:44:24 PM

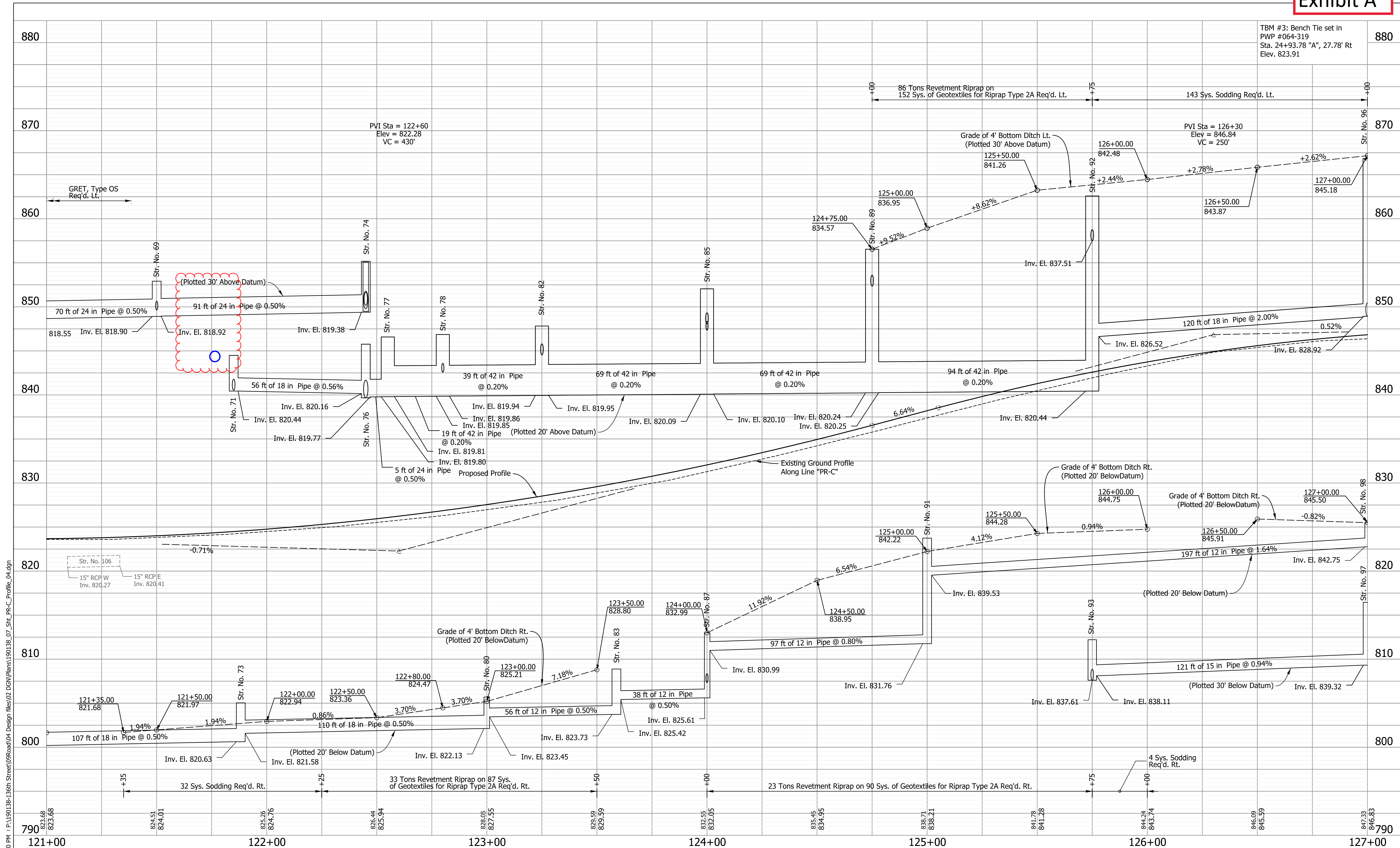


RECOMMENDED FOR APPROVAL _____		
DESIGN ENGINEER _____		DATE _____
DESIGNED: AMP _____	DRAWN: JJP _____	
CHECKED: JMB _____	CHECKED: AMP _____	

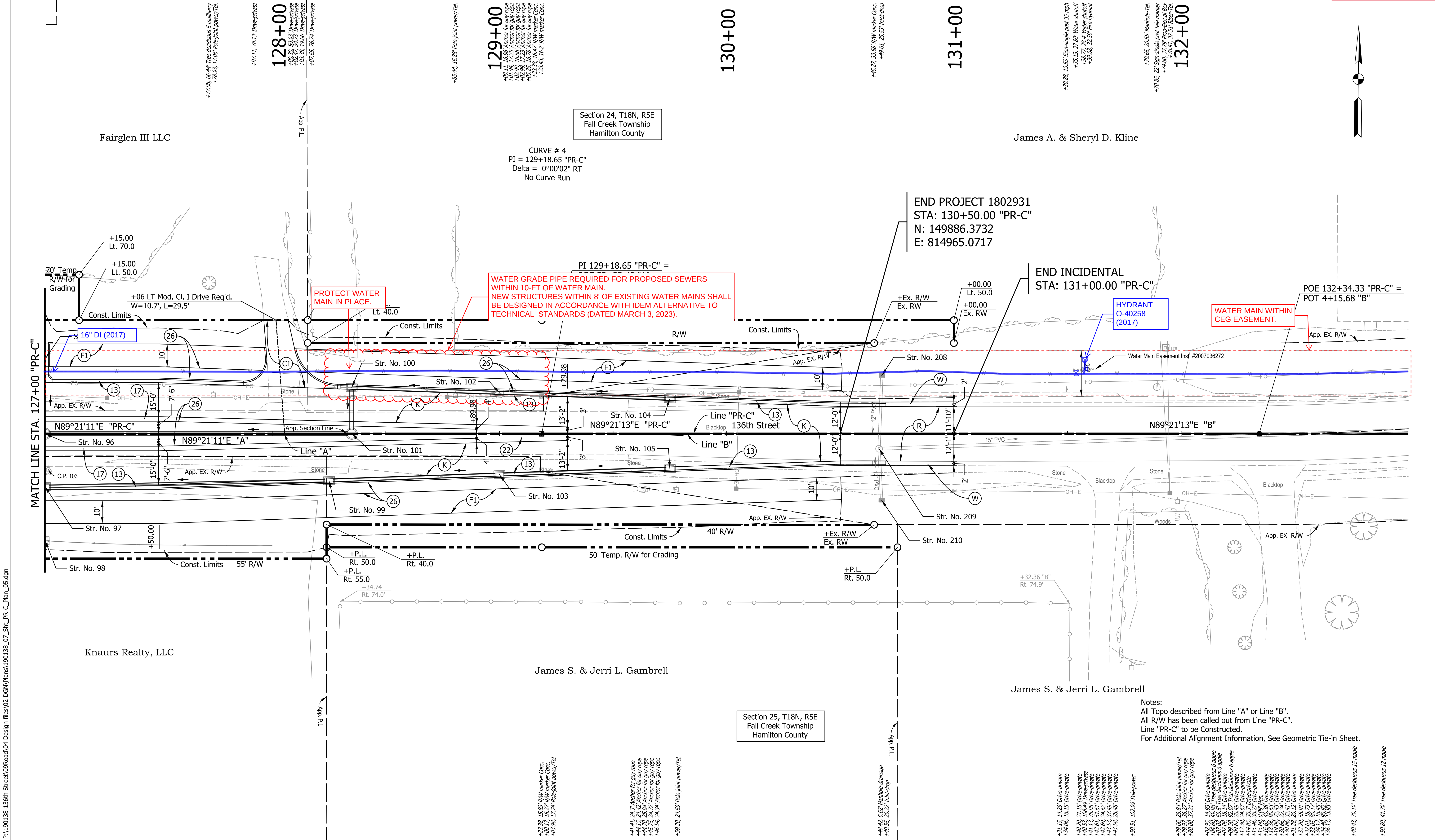
INDIANA DEPARTMENT OF TRANSPORTATION	
PROFILE SHEET STA. 115+00 TO STA. 121+00	

HORIZONTAL SCALE 1"=20'		BRIDGE FILE N.A.	
VERTICAL SCALE 1" = 5'		DESIGNATION 1802931	
SURVEY BOOK ELECTRONIC		SHEETS 17 of 95	
CONTRACT R-41987		PROJECT 1802931	

Page 161 of 294



RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE _____	INDIANA DEPARTMENT OF TRANSPORTATION PROFILE SHEET STA. 121+00 TO STA. 127+00			HORIZONTAL SCALE		BRIDGE FILE			
				1" = 20'		N.A.			
				VERTICAL SCALE		DESIGNATION			
				1" = 5'		1802931			
DESIGNED: <u>AMP</u>	DRAWN: <u>JJP</u>				SURVEY BOOK		SHEETS		
					ELECTRONIC		20	of	95
CHECKED: <u>JMB</u>	CHECKED: <u>AMP</u>				CONTRACT		PROJECT		
					R-41987		1802931		



1/31/2024 1:31:20 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Plan_05.dgn

LEGEND:

- | | | | |
|---|--|--|-----------------------|
| (C) PCCP for Approaches (See Index Sheet) | (R) Mill and Resurface (See Index Sheet) | (14) Curb and Gutter, Concrete, Depressed | (26) Sodding, Nursery |
| (C) PCCP for Approaches (See Index Sheet) | (O) Compacted Aggregate No. 53 | (15) Combined Concrete Curb and Gutter, Type B | |
| (F1) HMA for Sidewalk (See Index Sheet) | (U) Pipe, Type 4, Circular, 6" | (16) Curb, Concrete | |
| (K) Full Depth HMA Pavement (See Index Sheet) | (W) Widening (See Index Sheet) | (17) Curb and Gutter, Roll Curb | |
| | (13) Curb and Gutter, Concrete | (22) Center Curb, D, Concrete | |

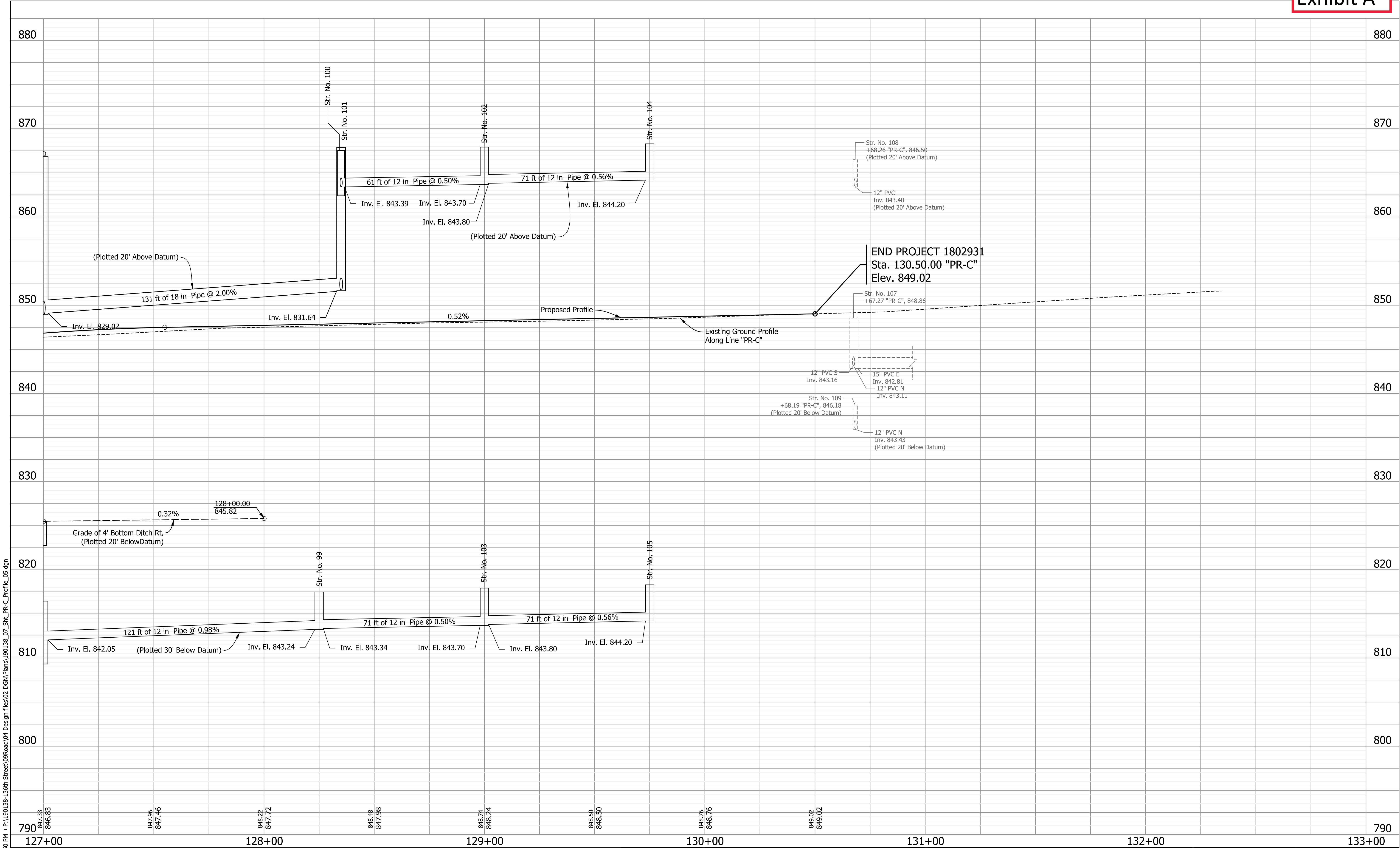
RECOMMENDED FOR APPROVAL	
DESIGN ENGINEER	DATE
DESIGNED: AMP	DRAWN: JJP
CHECKED: JMB	CHECKED: AMP

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN SHEET
STA. 127+00 TO END

HORIZONTAL SCALE		BRIDGE FILE	
1"=20'		N.A.	
VERTICAL SCALE		DESIGNATION	
N.A.		1802931	
SURVEY BOOK		SHEETS	
ELECTRONIC		21	of 95
CONTRACT		PROJECT	
R-41987		1802931	

Notes:
All Topo described from Line "A" or Line "B".
All R/W has been called out from Line "PR-C".
Line "PR-C" to be Constructed.
For Additional Alignment Information, See Geometric Tie-in Sheet.



1/31/2024 1:31:50 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Profile_05.dgn

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE _____		INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE		BRIDGE FILE				
				1"=20'		N.A.				
				VERTICAL SCALE		DESIGNATION				
				1" = 5'		1802931				
DESIGNED: AMP		DRAWN: JJP		PROFILE SHEET STA. 127+00 TO END		SURVEY BOOK		SHEETS		
						ELECTRONIC		22	of	95
CHECKED: JMB		CHECKED: AMP				CONTRACT		PROJECT		
						R-41987		1802931		



Exhibit "B"

136th Street Southeastern Avenue to Prairie Baptist Road
Des 1802931

Water Reimbursable Preliminary Cost Estimate

Summary	Preliminary Estimated Cost
CEG Labor	
Project Manager	\$ 8,800
Design	\$ 4,400
Construction Manager	\$ 4,400
Inspection	\$ 5,300
Closeout	\$ 1,800
Material	\$ 123,400
Contractor	\$ 241,500
Permits	\$ -
Resurfacing	\$ -
Tree Clearing	\$ -
Alignment Staking	\$ -
Betterment	\$ -
Salvage	\$ -
Preliminary Estimated Cost	\$ 389,600

 Notes

- 1 Backfill with digable flowable fill within existing pavement
- 2 Backfill with native soil outside of existing pavement
- 3 Excludes pavement and dirt restoration
- 4 Excludes tree clearing
- 5 Excludes all permit costs

Archives File #	10150
Item Number	72

2007036278 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [9809847441](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Fairglen I, LLC.](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10631](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks

Signed

Robert W. Crooks, President

Printed Name and Title

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks who is the President of Fairglen I, LLC, who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

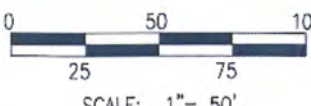
Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth S. Beering
Printed: Elizabeth S. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

	EXHIBIT "A" WATER MAIN EASEMENT This plot was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.							
GRANTOR: FAIRGLEN I, LLC INST 69809847441								
LEGEND ① N 0°10'30" E 16.50' ② N 0°10'30" E 20.00' ③ S 0°10'30" W 20.00'								
N 89°59'35" W 380' S 89°59'35" E 380' N 89°59'35" W 380' S 89°59'35" E 380'								
136th Street								
DESCRIPTION A part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 North, Range 5 East, Hamilton County, Indiana, described as follows: Beginning at the intersection of the north boundary of 136th Street with the west line of the grantor's land being North 00°10'30" East 16.50 feet from the southwest corner of said quarter-quarter section; thence continuing North 0°10'30" East 20.00 feet along said west line; thence South 89°59'35" East 380.00 feet to the east line of the grantor's land; thence South 00°10'30" West 20.00 feet along said east line to said north boundary; thence North 89°59'35" West 380.00 feet along said north boundary to the point of beginning, containing 0.175 acres (7,600 square feet), more or less.								
<i>Kenneth Gregory Garrison</i> Kenneth Gregory Garrison, LS No. 29300014, State of Indiana								
3/5/2007 DATE								
Sheet 1 of 1								
BURGESS & NIPLE, INC. 251 N. ILLINOIS STREET CAPITAL CENTER SUITE 920 INDIANAPOLIS, IN 46204 317-237-2760		Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206 WATER MAIN EASEMENT 136th Street <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROJECT NO.</td> <td style="width: 50%;">IMAP NO.</td> </tr> <tr> <td>DATE</td> <td>DRAWING NO.</td> </tr> <tr> <td>07/14/06</td> <td>D-10631</td> </tr> </table>	PROJECT NO.	IMAP NO.	DATE	DRAWING NO.	07/14/06	D-10631
PROJECT NO.	IMAP NO.							
DATE	DRAWING NO.							
07/14/06	D-10631							

J-04-189

Exhibit C

**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150Item Number 72

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Westbrooke @ Geist section 1
(Project Name)

96th + Ohio
(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 186,155.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

Triton Development, LLC
By: Westport Homes, Inc., its manager

(Corporate Seal Affixed)

Signature Steven M. Dunn, Pres.

Date 6-22-06

STATE OF INDIANA)

COUNTY OF Marion)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22 day of June 2006, personally appeared Steven M. Dunn and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Notary Public

Shirley J. White
Name (Typed or Printed)

My Commission Expires: May 21, 2009

Madison
County of Residence

J-04-189

CONTRACTOR
RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrooke Le Geist ("Facilities"), pursuant to a written agreement dated Jan 31st, 2006, between the Triton Development, having an office at 9210 N. Meridian St. Indpls, IN (the "Owner") and the undersigned, having an office at 234 S. Franklin Ed. Indpls, IN, which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 31st day of January, 2006

RN Thompson Jr. & Assoc. Construction LLC
(Name of Contractor)

By: Robert N Thompson Jr.

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RN Thompson Jr., who stated that he or she is duly elected and acting President of RN Thompson Jr. & Assoc. Construction LLC, was authorized to execute this document for and on behalf of RN Thompson Jr. & Assoc. Construction LLC and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 28th day of February, 2006



Tina Marie Surber
Notary Public

Tina Marie Surber
Name (Typed or Printed)

Clinton
County of Residence

My Commission Expires:

2-14-2007

J.04-189

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrooke Sec. 1 @ Geist ("Facilities"), pursuant to a written agreement dated Jan. 31st, 2006, between the Triton Development, having an office at 9210 N. Meridian St. Indpls, IN ("Owner") and Pat Thompson Jr. & Assoc., having an office at 234 S. Franklin Road ("Contractor"), which Facilities are described and located as follows: Construction LLC.
Indianapolis, IN

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities. thru 1-22-05

Executed this 31 day of January, 2006
Hughes Supply Inc
(Name of Subcontractor or Supplier)
By: Julia M. Bilbee
Title: Credit Manager

STATE OF INDIANA)

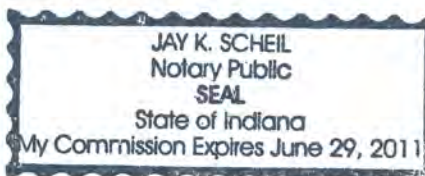
) SS: _____

COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Julia M. Bilbee, who stated that he or she is duly elected and acting OR Manager of Hughes Supply Inc, was authorized to execute this (title) (Contractor) document for and on behalf of Hughes Supply Inc and did so as his or her voluntary act and deed. (Contractor)

WITNESS by hand and official seal, this 31 day of January, 2006Jay K. Scheil
Notary PublicJay K. Scheil
Name (Typed or Printed)MARION
County of Residence

My Commission Expires:

6-29-2011

Archives File #	<u>10150</u>
Item Number	<u>65</u>

2007036277 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [9809847442](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Fairglen III, LLC.](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10632](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks
Signed

Robert W. Crooks, President
Printed Name and Title

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks who is the President of Fairglen III, LLC, who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth I. Beering
Printed: Elizabeth I. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

EXHIBIT "A"

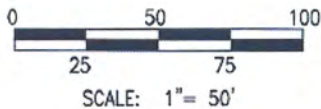
WATER MAIN EASEMENT

This plat was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.

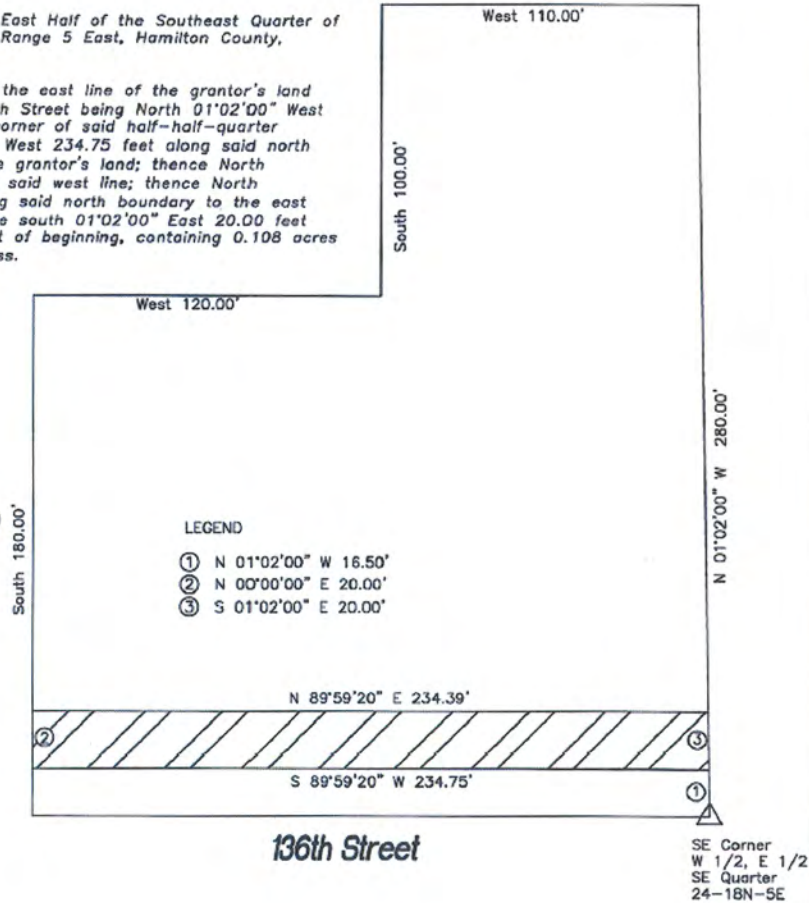
DESCRIPTION:

A part of the West Half of the East Half of the Southeast Quarter of Section 24, Township 18 North, Range 5 East, Hamilton County, Indiana, described as follows:

Beginning at the intersection of the east line of the grantor's land with the north boundary of 136th Street being North 01°02'00" West 16.50 feet from the southeast corner of said half-half-quarter section; thence South 89°59'20" West 234.75 feet along said north boundary to the west line of the grantor's land; thence North 00°00'00" East 20.00 feet along said west line; thence North 89°59'20" East 234.39 feet along said north boundary to the east line of the grantor's land; thence south 01°02'00" East 20.00 feet along said east line to the point of beginning, containing 0.108 acres (4,691 square feet), more or less.



GRANTOR:
FAIRGLEN III, LLC
INST #9809847442



Kenneth Gregory Garrison
Kenneth Gregory Garrison, LS
No. 29300014, State of Indiana

3/8/2007
DATE

Sheet 1 of 1

BURGESS & NIPLE, INC.

251 N. ILLINOIS STREET
CAPITAL CENTER SUITE 920
INDIANAPOLIS, IN 46204
317-237-2760



Department of Waterworks
Consolidated City of Indianapolis, Marion County, Indiana
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206

WATER MAIN EASEMENT

136th Street	PROJECT NO.	DMAP NO.
APPROVED BY:	DATE	DRAWING NO.
	07/14/06	D-10632

**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150Item Number 65

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Westbrooke @ Geist offsite

(Project Name)

96th & Ohio

(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 129,172.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Triton Development, LLC
By: Westport Homes, Inc. its Manager

Signature

Steven M. Dunn

Date

6-22-06

STATE OF INDIANA)

COUNTY OF Marion)

) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of June 2006 personally appeared Steven M. Dunn and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Notary Public

Shirley J. White

Name (Typed or Printed)

Madison

County of Residence

My Commission Expires: May 21, 2009

CONTRACTOR
RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrook @ Geist Offsite Proj. 1 ("Facilities"), pursuant to a written agreement dated March 10, 2006, between the Triton Development, having an office at 9210 N. Meridian Indpls IN (the "Owner") and the undersigned, having an office at 254 S. Franklin Rd Indianapolis which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 26th day of June, 2006

RN Thompson Jr. & Assoc. Construction LLC
(Name of Contractor)

By: Robert N Thompson Jr.

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert N Thompson Jr who stated that he or she is duly elected and acting president of RN Thompson Jr + Assoc. Construction LLC (title) (Contractor), was authorized to execute this document for and on behalf of RN Thompson Jr. + Assoc Construction LLC (Contractor) and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 26th day of June, 2006



Tina Marie Surber
Notary Public

Tina Marie Surber
Name (Typed or Printed)

Clinton
County of Residence

My Commission Expires:
2-14-2007

CONTRACTOR
RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrook @ Geist Offsite Project ("Facilities"), pursuant to a written agreement dated _____, between the Triton Development, having an office at 9210 N. Meridian Indpls IN (the "Owner") and the undersigned, having an office at 234 S. Franklin Rd Indpls IN which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this _____ day of _____,

RN Thompson Jr. & Assoc. Construction LLC
(Name of Contractor)

By: RN Thompson Jr.

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who stated that he or she is duly elected and acting _____ of _____, was authorized to execute this (title) (Contractor) document for and on behalf of _____ and did so as his or her voluntary act and (Contractor) deed.

WITNESS by hand and official seal, this _____ day of _____,

Notary Public

Name (Typed or Printed)

County of Residence

My Commission Expires:

662638

SUBCONTRACTORS AND SUPPLIERS

FINAL
RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrooke East, Offsite Ph. #1 ("Facilities"), pursuant to a written agreement dated _____, between the Triton Development, having an office at 9410 N. Meridian, Indpls, IN ("Owner") and RN Thompson Jr. & Assoc. Construction LLC, having an office at 234 S. Franklin Road, Indpls, IN ("Contractor"), which Facilities are described and located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 24 day of May, 2006

Hughes Supply Inc
(Name of Subcontractor or Supplier)

By: Patricia D. Jacobs

Title: Lien Release Supervisor

STATE OF ~~INDIANA~~ FLORIDA)

) SS: —

COUNTY OF ORANGE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Jacobs, who stated that he or she is duly elected and acting Lien Release Supv of Hughes Supply Inc, was authorized to execute this (title) (Contractor) document for and on behalf of RN Thompson Jr. & Assoc. and did so as his or her voluntary act and (Contractor) deed.

WITNESS by hand and official seal, this 24 day of May, 2006

Laura Oliver
Notary Public

Name (Typed or Printed)

Orange
County of Residence

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
Laura Oliver
Commission # DD514471
Expires February 5, 2010
Bonded To: Paid Insurance to: 10/10

Archives File #	<u>10150</u>
Item Number	<u>64</u>

2007036272 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [2003000046074](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [James A. Kline and Sheryl D. Kline](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10633](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

25th day of May, 2007.

James A. Kline

James A. Kline

Sheryl D. Kline

Sheryl D. Kline

Social Security Number Certification (Required by IC 36-2-11-15)

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

Peter S. Beering

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared James A. Kline and Sheryl D. Kline who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 25th day of May, 2007.

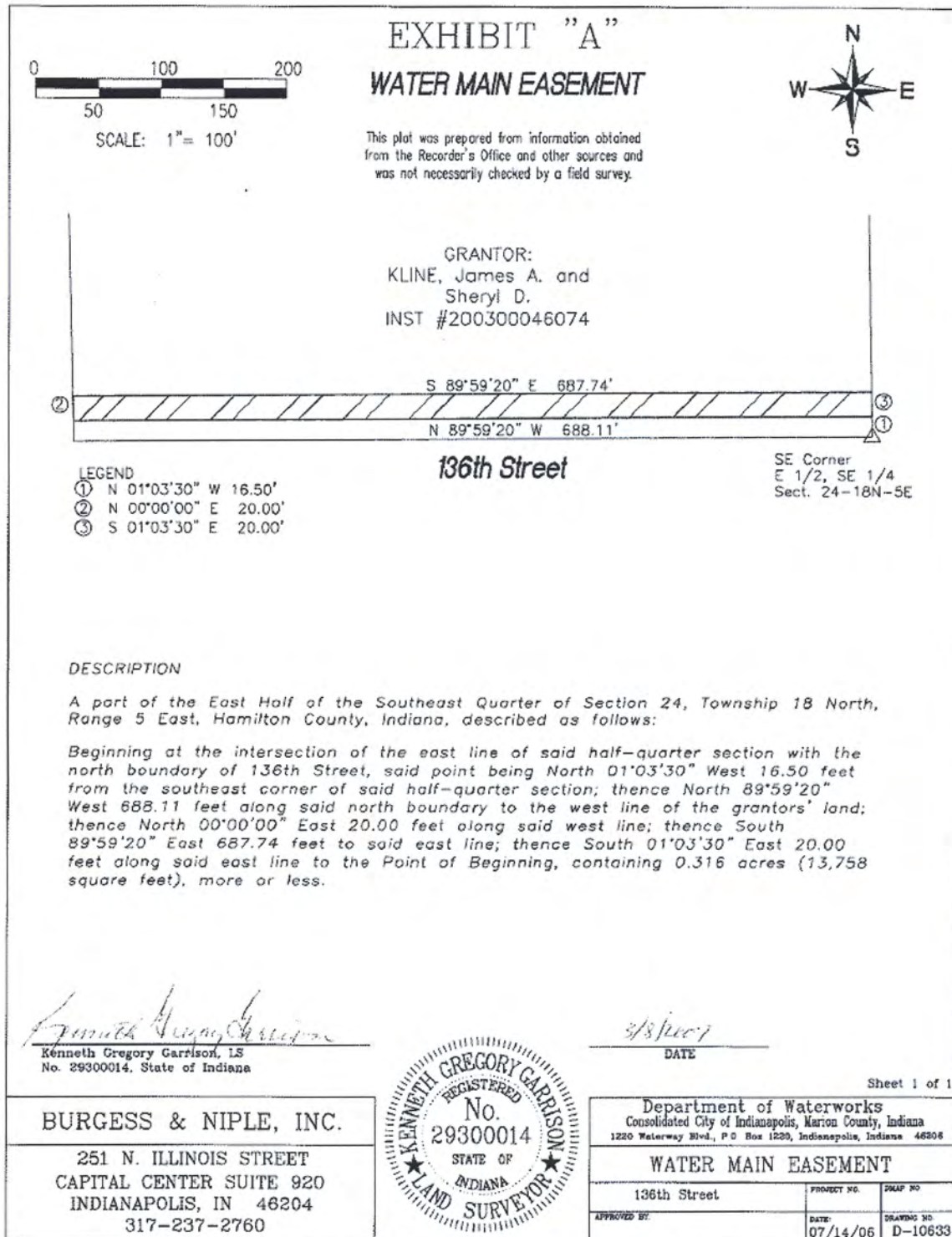
I am a resident of Stelby
County, Indiana, and my
Commission expires:

4/13/2008.

Signed: Kenneth G. Garrison
Printed: Kenneth G. Garrison
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net





**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

J-04-191

Archives File # 10150

Item Number 64

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Autumn WoodsSection 1

(Project Name)

1501 Buck Creek Road(Town of Cumberland)

(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 229,410 TO USFILTER INDIANAPOLIS WATER, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by USFilter Indianapolis Water, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, USFilter Indianapolis Water, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. USFilter Indianapolis Water, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in USFilter Indianapolis Water, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by USFilter Indianapolis Water, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to USFilter Indianapolis Water, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to USFilter Indianapolis Water, LLC/Harbour Water.

It is mutually understood and agreed that USFilter Indianapolis Water, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Michelle Leonard
Signature

8/3/06
Date

STATE OF INDIANA)

COUNTY OF Hamilton) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of August 2006, personally appeared Michelle Leonard and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.

My Commission Expires: August 21, 2013

Lindsey Coddington
Notary Public

Lindsey Coddington
Name (Typed or Printed)

Hamilton
County of Residence

EAB AUG 11 2006

J-04-191

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a project known as AUSTIN WOODS ("Facility"), pursuant to a written agreement dated 3/9/06, between the C. P. MORGAN having an office at INDIANAPOLIS, IN ("Owner") and D&D Hunt Inc. having an office at INDIANAPOLIS, IN ("Contractor"), which Facility was described and located as follows:

And NATIONAL WATER WORKS

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facility by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facility, or the Owner, its successors and assigns, for work done on, or equipment or materials furnished in connection with the installation of the Facility. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facility free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facility.

Executed this 31 day of JULY, 2006

NATIONAL WATER WORKS
(Name of Subcontractor or Supplier)

By: Robert C. Johnston

Title: District Manager

STATE OF INDIANA)

COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert C. Johnston and acknowledged that he or she is duly elected and acting as District Manager of National Water Works and is authorized to execute this document for and on behalf of National Water Works (Contractor).

Witness my hand and official seal, this 31st day of JULY, 2006

WITNESS my hand and official seal, this 31st day of JULY, 2006

Notary Public

Name (Typed or Printed)

County of Residence

My Commission Expires:

1-13-09

F-7

PAE AUG 11 2006

J-04-191

CONTRACTOR
RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as AUTUMN WOODS ("Facilities"), pursuant to a written agreement dated 3/9, 06, between the CD MORLAN, having an office at INDIANAPOLIS, IN (the "Owner") and the undersigned, having an office at SHELBYVILLE, IN, which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work on, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 31 day of JULY, 2006
D+D Hunt Inc
(Name of Contractor)
By: [Signature]
Title: V-Pres

STATE OF INDIANA



COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David L. Hunt, who stated that he or she is duly elected and acting Vice President of D+D Hunt, was authorized to execute this (title) (Contractor) document for and on behalf of D+D Hunt and did so as his or her voluntary act and deed. (Contractor)

WITNESS by hand and official seal, this 31 day of July, 2006

[Signature]
Notary Public
Heather Ramsey
Name (Typed or Printed)
Shelby
County of Residence

My Commission Expires:

PAID AUG 11 2006

Archives File # 10150
 Item Number 68

2007036273 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [Book 332 Page 259](#) and [Instrument number 8724563](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Glenarbor, Inc.](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10634](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Marian P. Crooks by Robert W. Crooks poa
Signed

Marian P. Crooks, President
Printed Name and Title

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Marian P. Crooks who is the President of Glenarbor, Inc. who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

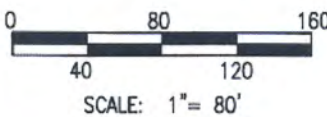
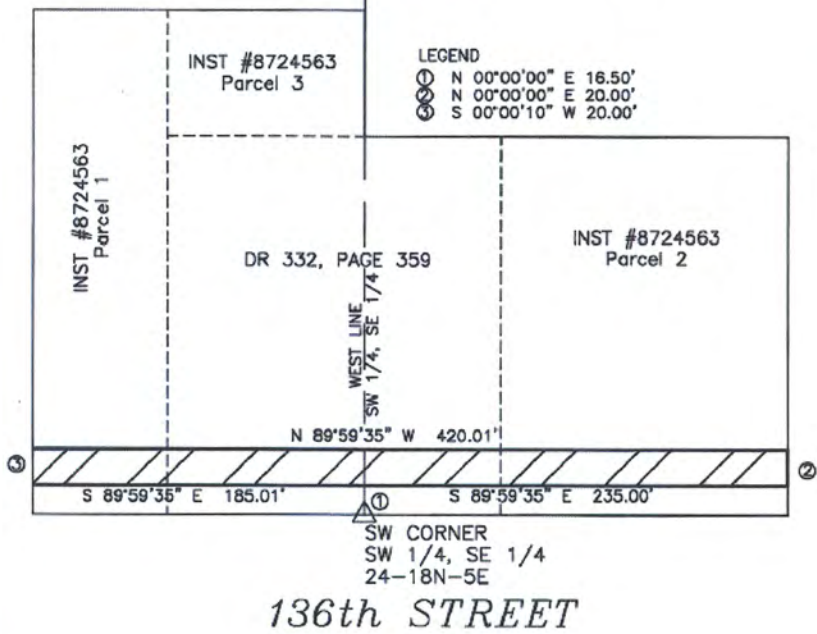
Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth I. Beering
Printed: Elizabeth I. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

EXHIBIT "A"			
WATER MAIN EASEMENT			
	This plot was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.		
 LEGEND ① N 00°00'00" E 16.50' ② N 00°00'00" E 20.00' ③ S 00°00'10" W 20.00' Greenfield Inc			
DESCRIPTION A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER WITH THE NORTH BOUNDARY OF 136TH STREET, BEING NORTH 00°00'00" EAST 16.5 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°59'35" EAST 235.00 FEET ALONG SAID NORTH BOUNDARY TO THE EAST LINE OF THE GRANTORS' LAND; THENCE NORTH 00°00'00" EAST 20.00 FEET ALONG SAID EAST LINE; THENCE NORTH 89°59'35" WEST 420.01 FEET TO THE WEST LINE OF THE GRANTORS' LAND; THENCE SOUTH 00°00'10" WEST 20.00 FEET ALONG SAID WEST LINE TO SAID NORTH BOUNDARY; THENCE SOUTH 89°59'35" EAST 185.01 FEET ALONG SAID NORTH BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 0.193 ACRES (8,400 SQUARE FEET), MORE OR LESS.			
<i>Kenneth Gregory Garrison</i> Kenneth Gregory Garrison, LS No. 29300014, State of Indiana		3/8/2007 DATE Sheet 1 of 1	
BURGESS & NIPLE, INC. 251 N. ILLINOIS STREET CAPITAL CENTER SUITE 920 INDIANAPOLIS, IN 46204 317-237-2760			
Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1200 Waterway Blvd., P.O. Box 1280, Indianapolis, Indiana 46206		WATER MAIN EASEMENT	
136TH STREET		PROJECT NO.	SHEET NO.
APPROVED BY:		DATE:	DRAWING NO.
		07/18/06	D-10634

**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150
Item Number 68

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

SLATER RIDGE 2

(Project Name)

NE GRAY RD & 1169TH ST

NOBLESVILLE, IN

(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 82,600.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Douglas B. Wagner
Signature

7-20-06
Date

STATE OF INDIANA)

COUNTY OF Marion)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of July 2006, personally appeared Douglas B. Wagner and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



My Commission Expires: Sept 17, 2009

Barbie New
Notary Public

Barbie New
Name (Typed or Printed)

Hamilton
County of Residence

**Contractor
RELEASE OF LIENS**

Whereas, the undersigned contractor has installed or furnished labor, materials and or equipment for the installation of water mains and appurtenances in the connection with a Project known as Slater Ridge Section 2 ("Facilities") pursuant to a written agreement dated May 25, 2006, between the Precedent Residential Development, having an office at 9339 Priority Way West Dr. Suite 200, Indianapolis, In 46240 (the "Owner") and the undersigned, having an office at 16100 Allisonville Rd Noblesville, In 46060, which Facilities are, or will be a part of the water transmission and distribution systems of the Indianapolis Water Company.

Are located as follows:

Slater Ridge Section 2

Hamilton County

E. 169th St and Gray Rd

City of Noblesville

Whereas, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials, or equipment by it in connection with said installation;

Now, Therefore, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledges, releases any and all liens, claims, and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work on, or equipment or material is furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successor and assigns shall and may hold, use and enjoy the Facilities free can clear of all liens, claims and demands that may be asserted by the undersigned, its successor or assigns.

Executed this 11th day of July, 2006.

Infrastructure Contractors, Inc.
(Name of Contractor)

By: James R. Johnson

Title: James R. Johnson, General Manager

State of Indiana)

) SS:

County of Hamilton)

Before me, the undersigned, a Notary Public in and for said County and State, personally appear James R. Johnson, who stated that he or she is duly elected and acting General Manager of Infrastructure Contractors, Inc., was authorized to execute this document for and on behalf of Infrastructure Contractors, Inc., and did so as his or her voluntary act and deed.

Witness by hand and official seal, this 11th day of July 2006.

James Ryan Johnson
Notary Public

James Ryan Johnson

Name (Typed or Printed)

Hamilton

County of Residence

My Commission Expires:
July 23, 2009

SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a project known as SLATER RIDGE SECTION 2 (" Facilities"), pursuant to a written agreement dated MAY 25, 2006, between PRECEDENT RESIDENTIAL DEVELOPMENT, having an office at 9339 PRIORITY WAY WEST DRIVE, SUITE 200, INDIANAPOLIS, IN 46240 (the "Contractor/Developer") and the undersigned, having an office at 16100 Allisonville Road, Noblesville, IN 46060,

which Facilities are described and located as follows:

SLATER RIDGE SECTION 2

HAMILTON COUNTY

E 168TH STREET

CITY OF NOBLESVILLE

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installations;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration , the receipt of which is hereby acknowledged, releases any and all lines, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 11th day of July, 2006

HUGHES SUPPLY

(Name of Subcontractor or Supplier)

By: Richard L. Hacker

Title: Agent for Hughes Supply

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Hacker, who stated that he or she is duly elected and acting Agent of Hughes, was authorized to execute this document for and on behalf of Hughes, and did so on his or her (Title) (Supplier) (Supplier)

voluntary act and deed.

WITNESS by hand and official seal, this 11th day of July 2006

Pamela G. Whaley
Notary Public

Pamela G. Whaley
Name (Typed or Printed)

Marion
County of Residence

My Commission Expires:

3/8/2008

Archives File #	<u>10150</u>
Item Number	<u>67</u>

2007036274 EASE \$22.00
 06/28/2007 01:12:50P 6 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

22.00
 (6)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [Book 257 Page 139](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Robert W. Crooks and Marion P. Crooks](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10636 & D-10637](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks
Robert W. Crooks

Marion P. Crooks by Robert W. Crooks
Marion P. Crooks

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks and Marion P. Crooks who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

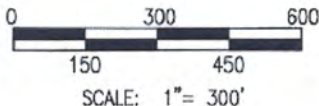
Signed: Elizabeth A. Beering
Printed: Elizabeth A. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

EXHIBIT "A"

WATER MAIN EASEMENT

This plat was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.



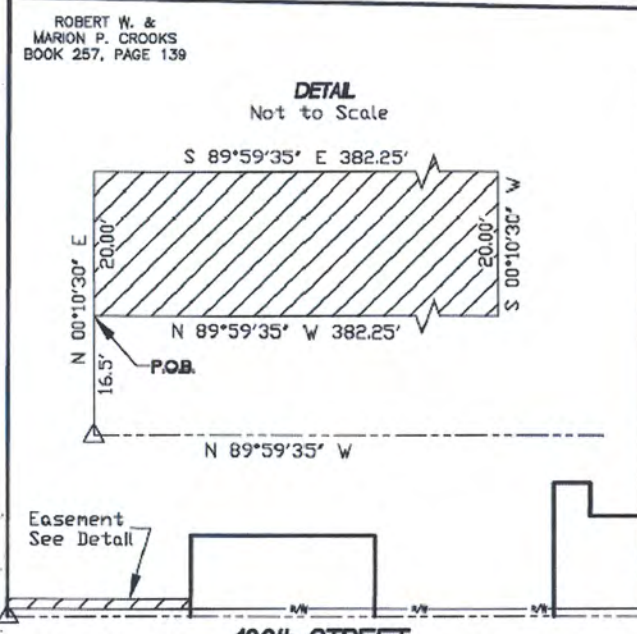
SCALE: 1" = 300'



Interstate 69

ROBERT W. & MARION P. CROOKS
BOOK 257, PAGE 139

DETAIL
Not to Scale



SW Corner, SE Quarter, SW Quarter, 24-18N-5E

136th STREET

DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER QUARTER SECTION WITH THE NORTH BOUNDARY OF 136TH STREET, SAID POINT BEING NORTH 00°10'30" EAST 16.50 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE CONTINUING NORTH 00°10'30" EAST 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°59'35" EAST 382.25 FEET TO THE EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 00°10'30" WEST 20.00 FEET ALONG SAID EAST LINE TO SAID NORTH BOUNDARY; THENCE NORTH 89°59'35" WEST 382.25 FEET ALONG SAID NORTH BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 0.176 ACRES (7,645 SQUARE FEET), MORE OR LESS.

Kenneth Gregory Garrison
Kenneth Gregory Garrison, LS
No. 29300014, State of Indiana

3/8/2007
DATE

Sheet 1 of 1

BURGESS & NIPLE, INC.

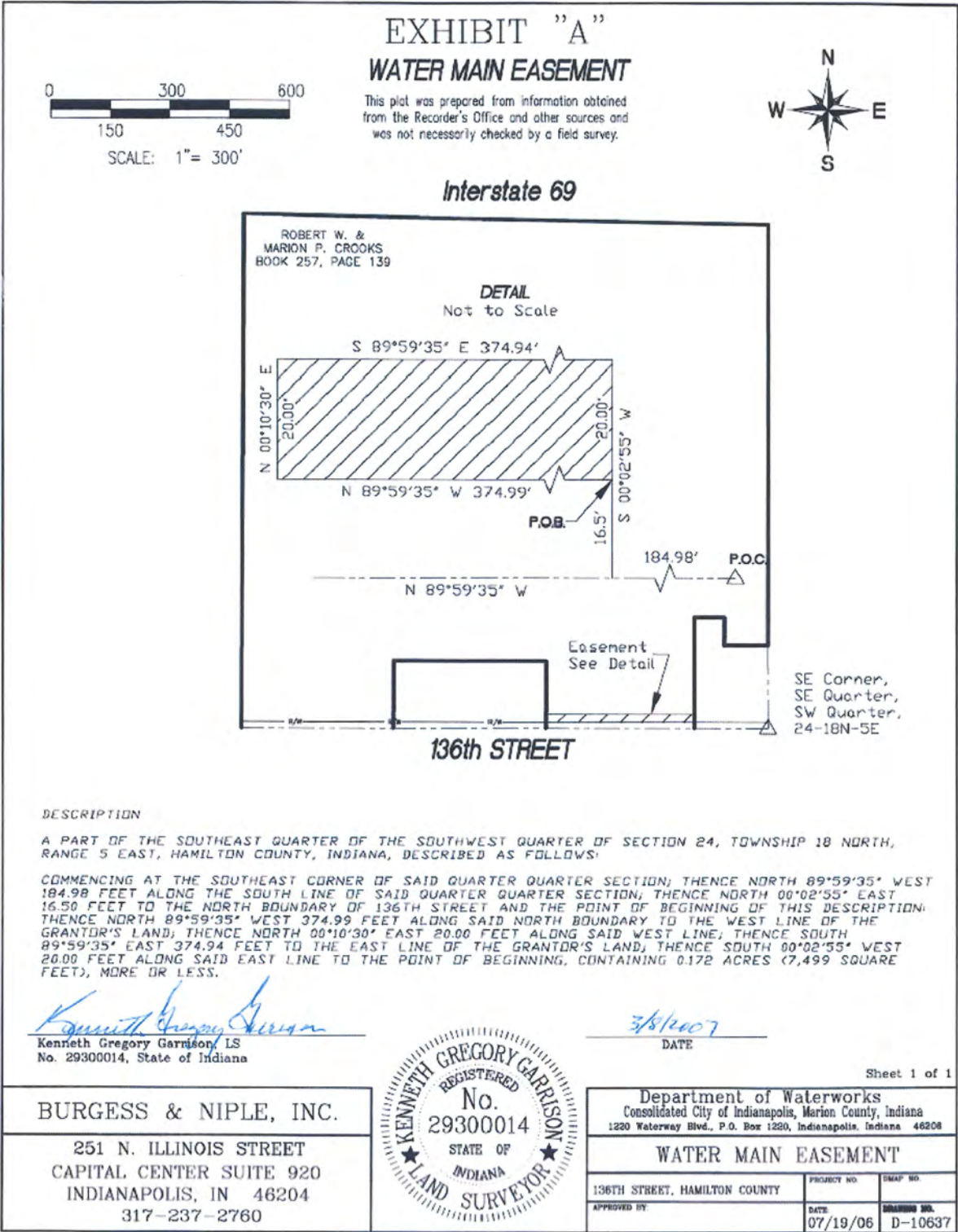
251 N. ILLINOIS STREET
CAPITAL CENTER SUITE 920
INDIANAPOLIS, IN 46204
317-237-2780



Department of Waterworks
Consolidated City of Indianapolis, Marion County, Indiana
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206

WATER MAIN EASEMENT

136TH STREET, HAMILTON COUNTY	PROJECT NO.	MAP NO.
APPROVED BY:	DATE:	QUANTITY NO.
	07/19/06	D-10636



**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150Item Number 67

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

FOX HOLLOW @ GREAT SECT. 5.
(Project Name)
NW CORNER OF 96th ST & OLIO RD. FISHERS
(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 165,500.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

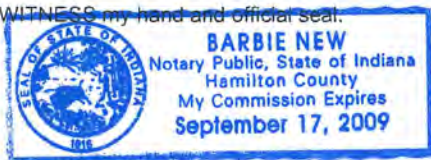
Douglas B. Wagner
Signature

7-20-06
Date

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of July 2006, personally appeared Douglas B. Wagner and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Barbie New
Notary Public

Barbie New
Name (Typed or Printed)

Hamilton
County of Residence

My Commission Expires: Sept 17, 2009

Contractor
RELEASE OF LIENS

Whereas, the undersigned contractor has installed or furnished labor, materials and or equipment for the installation of water mains and appurtenances in the connection with a Project known as Fox Hollow Section 5 ("Facilities") pursuant to a written agreement dated April 5, 2006 between the Precedent Residential Development, having an office at 9339 Priority Way West Drive, Suite 100, Indianapolis, IN 46240 (the "Owner") and the undersigned, having an office at 16100 Allisonville Rd Noblesville, In 46060, which Facilities are, or will be a part of the water transmission and distribution systems of the Indianapolis Water Company.

Are located as follows:

Fox Hollow Section 5

Hamilton County

96th St and Ohio Rd

Town of Fishers

Whereas, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials, or equipment by it in connection with said installation;

Now, Therefore, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledges, releases any and all liens, claims, and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work on, or equipment or material is furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successor and assigns shall and may hold, use and enjoy the Facilities free can clear of all liens, claims and demands that may be asserted by the undersigned, its successor or assigns.

Executed this 10th day of July, 2006.

Infrastructure Contractors, Inc.
(Name of Contractor)

By: James R. Johnson

Title: James R. Johnson, General Manager

State of Indiana)

) SS:

County of Hamilton)

Before me, the undersigned, a Notary Public in and for said County and State, personally appear James R. Johnson, who stated that he or she is duly elected and acting General Manager of Infrastructure Contractors, Inc., was authorized to execute this document for and on behalf of Infrastructure Contractors, Inc., and did so as his or her voluntary act and deed.

Witness by hand and official seal, this 10th day of July, 2006.

James Ryan Johnson
Notary Public

James Ryan Johnson

Name (Typed or Printed)

Hamilton

County of Residence

My Commission Expires: July 23, 2009

SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a project known as FOX HOLLOW SECTION 5 ("Facilities"), pursuant to a written agreement dated APRIL 5, 2006, between PRECEDENT RESIDENTIAL DEVELOPMENT, having an office at 9339 PRIORITY WAY WEST DRIVE, SUITE 200, INDIANAPOLIS, IN 46240 (the "Contractor/Developer") and the undersigned, having an office at 16100 Allisonville Road, Noblesville, IN 46060,

which Facilities are described and located as follows:

FOX HOLLOW SECTION 5

HAMILTON COUNTY

96TH ST. AND OLIO ROAD

TOWN OF FISHERS

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installations;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all lines, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 1TH day of July, 2006

HUGHES SUPPLY

(Name of Subcontractor or Supplier)

By

Richard P. Harker

Title

Agent for Hughes Supply

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Harker, who stated that he or she is duly elected and acting Agent of Hughes was authorized to execute this document for and on behalf of Hughes and did so on his or her (Title) (Supplier) (Supplier)

voluntary act and deed.

WITNESS by hand and official seal, this 1TH day of July, 2006

Pamela G. Whaley
Notary Public

Pamela G. Whaley
Name (Typed or Printed)

Marion
County of Residence

My Commission Expires:

3/8/2008

Archives File # 10158
 Item Number 66

2007036275 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [Book 257 Page 141](#) and [Instrument # 9025717](#) and affected by [Instrument #2003100057888](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Robert W. Crooks and Marion P. Crooks](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10638](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks
Robert W. Crooks

Marion P. Crooks by Robert W. Crooks poa
Marion P. Crooks

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

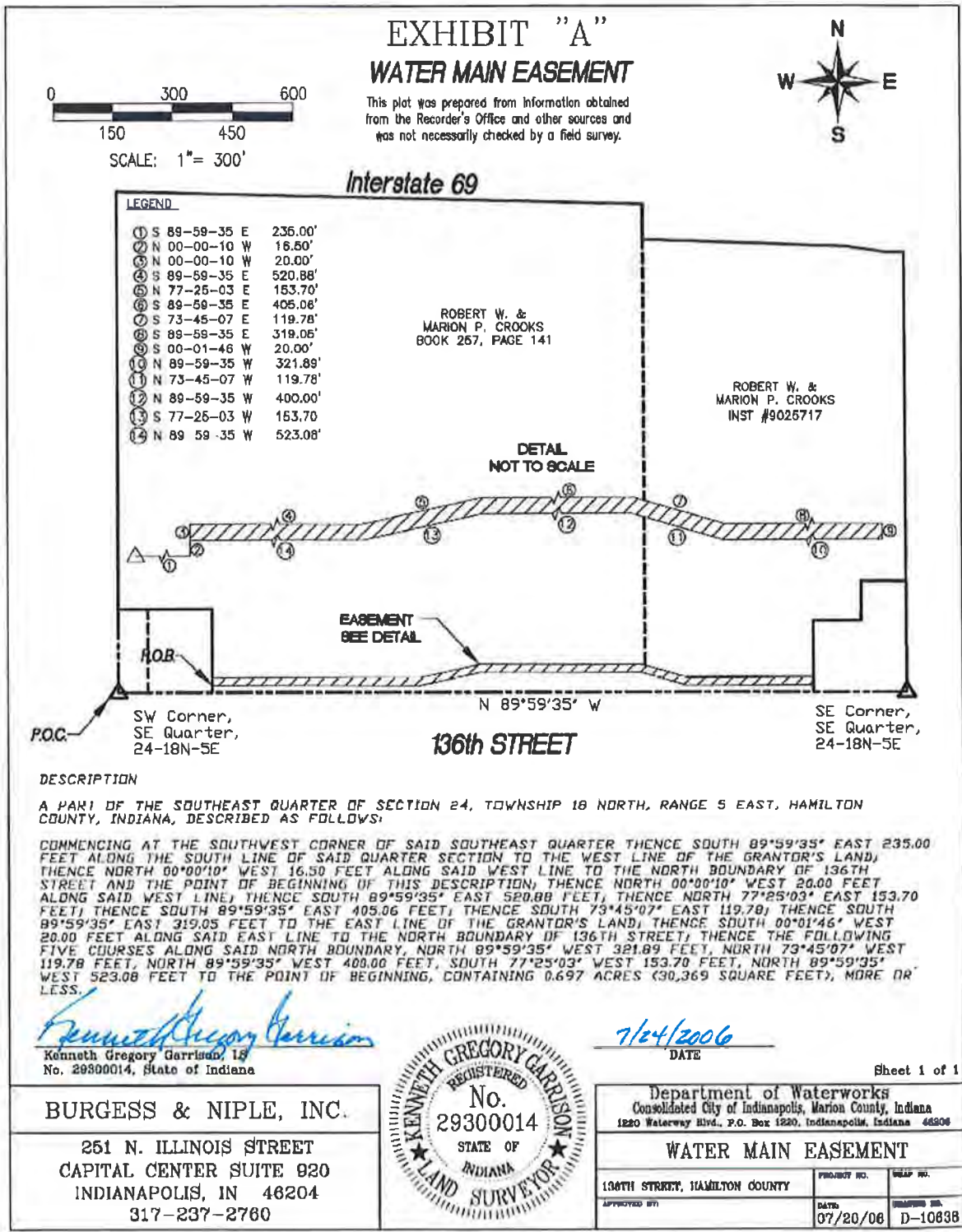
Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks and Marion P. Crooks who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:
Nov 16, 2008.

Signed: Elizabeth I. Beering
Printed: Elizabeth I. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net



RESOLUTION R091024B

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A UTILITY REIMBURSEMENT AGREEMENT
(CITIZENS WATER)**

WHEREAS, the City of Fishers Engineering Department has planned and is scheduled to begin constructing of 136th Street within the municipal boundaries of the City (the “Project”);

WHEREAS, The Department of Public Works for the City of Indianapolis d/b/a Citizens Water (“Citizens”) is required to relocate certain facilities necessary to accommodate the Project; and

WHEREAS, the City desires to enter into the reimbursement agreement with Citizens in substantially similar form as Exhibit A (“Reimbursement Agreement”), attached hereto and incorporated herein, to reimburse Citizens the cost of relocating its facilities, all as more particularly described in the Reimbursement Agreement.

NOW, THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Reimbursement Agreement in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor to execute the Reimbursement Agreement and any ancillary documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 10th day of September, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: Kari Adriano DATE: 9/10/24
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana.
One Municipal Drive, Fishers, Indiana, 46038

“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Lindsey M. Bennett

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT (Work by Utility)

Agreement Amount: \$389,600

Des No.: 1802931

Agreement Type: Standard Agreement

Work Description: Water main relocation

Road: 136th Street

County: Hamilton

THIS AGREEMENT, made and entered into this ____ day of _____ 2024, by and between

The Department of Public Utilities for the City of Indianapolis d/b/a Citizens Water
2150 Dr. Martin Luther King Jr. St.
Indianapolis, IN 46202

(hereinafter referred to as the "Utility"), and

The City of Fishers
3 Municipal Dr.
Fishers, IN 46038

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the road as referenced by the Des No.1901669. given above (hereinafter referred to as the “project”); and

WHEREAS, due to said road construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, The Local Public Agency has determined the Utility to be eligible for reimbursement; and

WHEREAS, The Local Public Agency will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the Local Public Agency under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement; and

WHEREAS, it is in the best interest of the Utility and the Local Public Agency for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of the Local Public Agency as provided for under 23 CFR 645.115..

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows

SECTION 1 - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

(X) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(X) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

SECTION 2 - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by the Local Public Utility or until a satisfactory starting date has been established with the appropriate District Utility Coordination Contact.

SECTION 3 - SUBORDINATION OF RIGHTS

[Check the following that applies]

() The existing facilities are located on public right-of-way.

(X) The existing facilities are not located on public right-of-way.

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

SECTION 4 - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION 5 - PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 5 (A) – STANDARD PAYMENT METHOD

The Local Public Agency shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the Local Public Agency. The Local Public Agency shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit “B”.

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the Local Public Agency, the Local Public Agency will reimburse the Utility for its actual expenses. If the Local Public Agency does not agree with the amount invoiced by the Utility, the Local Public Agency will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility’s address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the Local Public Agency’s authorized representative.

Making a partial payment shall not abrogate the Local Public Agency’s right to dispute in good faith the Utility’s claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility’s final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

SECTION 5 (B) – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits “A” and “B” along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

The Local Public Agency may make payment by lump sum if the total cost for relocation does not exceed \$100,000.00. Lump sum payments in excess of \$100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The Local Public Agency shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit “B” shall be reimbursed.

SECTION 6 – COST INCREASES

An invoice that increases the total invoiced project cost above the amount shown in exhibit “B” shall not be approved until the Local Public Agency has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount

shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met the Local Public Agency may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by the Local Public Agency exceeds the amount shown in Exhibit "B" by more than 10%

The Local Public Agency shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 7 - FINAL BILL

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Public Agency to support such invoice.

SECTION 8 - RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's work, the INDOT's Division of Accounting and Control and/or the Local Public Agency may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT and/or the Local Public Agency shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control or by the Local Public Agency. If the audit resolution shows that the Utility has been overpaid, INDOT and/or the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT and/or the Local Public Agency within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five

(45) days, INDOT and/or the Local Public Agency may offset such amount against claims that the Utility has against INDOT and/or the Local Public Agency.

SECTION 9 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, and/or the Local Public Agency.

SECTION 11 - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 - COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 - COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) The UTILITY and any principals of the UTILITY certify that
 - (A) The UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) The UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) Will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 - CONFLICT OF INTEREST

- A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

 1. The individual executing the Contract;
 2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State of Indiana Ethics Commission.
- B. The Local Public Agency may cancel this Contract without recourse by UTILITY if any interested party is an employee of the State of Indiana or the Local Public Agency.
- C. The Local Public Agency will not exercise its right of cancellation under section B above if the UTILITY gives the Local Public Agency an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana or Local Public Agency of the interested party does not violate any statute or code relating to ethical conduct of State of Indiana or Local Public Agency

employees. The Local Public Agency may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

- D. UTILITY has an affirmative obligation under this Contract to disclose to the Local Public Agency when an interested party is or becomes an employee of the State of Indiana or Local Public Agency. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 16 - DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the INDOT of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Local Public Agency within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the Director of the Local Public Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 – NON-DISCRIMINATION

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. The UTILITY understands that the Local Public Agency is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the Local Public Agency and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 21 - APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 22 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Local Public Agency, as set forth in

Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<[<>>](http://www.in.gov/ethics/)>>>. If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 24 – BUILD AMERICA, BUY AMERICA CERTIFICATION

The Utility agrees that all steel, iron, manufactured products and construction and material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

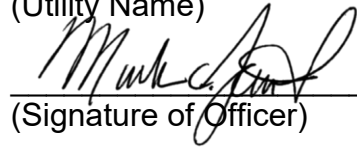
The remainder of this page is intentionally left blank.

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Citizens Water

(Utility Name)



09/06/2024

(Signature of Officer)

Mark C. Jacob

(Officer's Name, Printed or Typed)

Vice President, Capital Programs & Engineering / Quality Systems

(Officer's Position)

JT 09/06/24

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

ACKNOWLEDGEMENT

FOR:

City of Fishers

(Name of Local Public Agency)

BY:



Scott Fadness

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

ATTEST:

(Typed or Printed Name)

ACKNOWLEDGEMENT

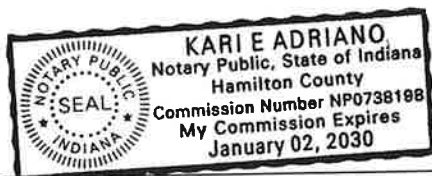
State of Indiana, County of Hamilton, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared Scott Fadness

and acknowledged the execution of the foregoing contract on this 10 day of September 2024.

My Commission Expires January 2, 2030


(Signature)



(seal)

Kari E. Adriano
(Printed or Typed) (Notary Public)



Date: 5/21/2024

Subject:

Utility Relocation Work Plan for:	Citizens Energy Group
Facility Type:	Water

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	1802931
2.	Route Number:	Fishers – 136 th Street
3.	Location:	Southeastern Avenue to Prairie Baptist Road, Hamilton County
4.	Work Type:	Widening and Reconstruction
5.	Letting Date:	8/14/2024
6.	Date Work Plan Needed	5/4/2024
7.	Target Date for Utility to be out of conflict with INDOT Project	8/14/2025
	Intermediate Phase	N/A
	Intermediate Phase	N/A

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Scott Ritter
2.	Office telephone:	317-927-4434
3.	Mobile telephone:	
4.	Email address:	sritter@citizensenergygroup.com
5.	Agency name	Citizens Energy Group
6.	Address:	2150 Dr. Martin Luther King Jr. St.
7.	City, State, Zip Code:	Indianapolis In. 46202
8.	Construction Emergency Contact:	
	Name:	Citizens Energy Group Dispatch
	Number:	317-927-6000

- C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.



D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Travis Foerg
2.	Office Telephone:	317-806-2421
3.	Mobile Telephone:	317-532-7783
4.	Email Address:	TFoerg@b-l-n.com
5.	Agency Name:	Beam, Longest, and Neff
6.	Address:	8320 Craig St
7.	City, State, Zip Code	Indianapolis, IN 46250

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

Citizens Energy Group (Citizens) has existing 16 and 20-inch DI and PE water mains (installation dates between 2017 and 2020), and associated hydrants and valves located within the proposed project limits. Citizens has water main easements within the project limits.

B. Describe the location of existing active and inactive facilities.

See attached plan markups.

C. Describe what will be done with existing active and inactive facilities.

Review is based on updated plans dated January 31, 2024 and received on February 29, 2024.

The existing water mains, valves, and hydrants will remain in place with specific relocations to avoid proposed work. Existing water mains proposed to be retired as part of water main relocations will be retired in-place. Existing valve castings and hydrants proposed to be retired will be removed by Citizens Energy Group. Meter pit and service line adjustments, including ensuring cover requirements are met per Indiana Administrative Code for service lines, and adjusting curb boxes to finished grade are the responsibility of the Contractor. The valve castings will be adjusted to grade by Citizens Energy Group.

If piles, shoring, sheeting, or other engineered systems, whether temporary or permanent, will be used as excavation support within ten (10) feet of an active existing water main, the Contractor shall notify Citizens Energy Group a minimum of fourteen (14) days in advance of commencing excavation support activities.

New storm sewer structures within 8 feet of water mains shall be designed in accordance with IDEM Alternative to Technical Standards (dated March 3, 2023).

Water grade pressure pipe (C-900 or approved equal) will be required where horizontal separation is less than 10-ft from proposed storm sewers and water mains.

If piles/shoring will be driven up to 5 horizontal feet of an existing water main, an auger shall be employed to remove the soil to a minimum depth of 5 feet below the water main. The full depth of the auger hole shall be encased/shored as necessary to prevent pipe bedding and soil loss around the water main during pile driving activities.



- D. Describe the details of the proposed new facilities.

Lowering of two 20-inch DI water mains.

Relocate Hydrant O-40254.

Relocate Hydrant O-40255.

Relocate Hydrant O-40256.

Relocate Hydrant O-40257.

- E. Describe the proposed location of the new facilities.

See attached plan markups.

Lowering of two 20-inch DI water mains at approximately STA 111+00.

Relocate Hydrant O-40254 at approximately STA 110+72.

Relocate Hydrant O-40255 at approximately STA 116+00.

Relocate Hydrant O-40256 at approximately STA 122+60.

Relocate Hydrant O-40257 at approximately STA 126+50.

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **February 29, 2024.**

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Facility relocation is not dependent on the acquisition of additional property interests.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Citizens Water will not allow the contractor to do the required work.



Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	15 days
B.	The expected lead time in calendar days to obtain materials:	60 days*
C.	The expected lead time in calendar days to schedule work crews:	60 days
	Citizens Energy Group requires a 72-hr to one-week minimum notice from the contractor prior to the valve casting adjustments. The contractor shall coordinate with Citizens Energy Group by contacting Josh Glyn at (317) 730-7072 or jglyn@citizensenergygroup.com.	
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/A
E.	The expected lead time in calendar days to obtain new property interests:	N/A
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	July 15, 2024
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	120 days

***Note: Lead time is based off current material lead times and is subject to change based on manufacturer's availability.**

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
 1. Utility A, with a description of the required work.
N/A
- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]
 1. Work item A
Citizens Energy Group requires a 72-hr to one-week minimum notice from the contractor prior to the valve casting adjustments. The contractor shall coordinate with Citizens Energy Group.
 2. Work item B
Tree Clearing
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **14 days with advanced notice of tree clearing.**
- D. The number of calendar days to complete the relocation work: **30 days****
****Note: Pre-construction activities will commence per the schedule noted above. Relocations will be required to be completed between October 1 and May 1, as the water mains within the project limits are critical mains.**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached plan markups.



Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Preliminary Cost Estimate - \$389,600.00

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Water mains are within Citizens-owned property. Hydrants and water mains are located within Citizens Water main easements.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☐	☐
A relocation permit from INDOT/LPA:	☐	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

 for SR

Signature of Utility Representative

5/21/2024

Date

David A. Clark, P.E.

Utility Representative Name Printed



INDOT/LPA use only below this point ----- INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	☒	☐	TSF
(1.b) is compatible with the project plans	☒	☐	TSF
(1.c) is compatible with the construction schedule	☒	☐	TSF
(1.d) is compatible with other utility relocation work plans	☒	☐	TSF
(2.a) has reasonable relocation scheme	☒	☐	TSF
(2.b) has a reasonable cost for compensable work	☒	☐	TSF

(Note: Double-click on box under Yes or N/A to mark it with an "X")


Utility Coordinator Signature

8/14/2024

Date

Travis Foerg
Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

Date

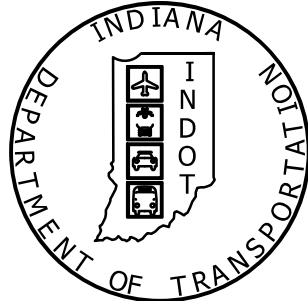
Project Manager Name Printed (LPA Project – ERC Name Printed)

PROJECT	DESIGNATION
1802931	1802931
CONTRACT	BRIDGE FILE
R-41987	N.A.

FISHERS STRUCTURE	TYPE	RISE, SPAN & SKEW	STATION
13012	Precast Reinforced Concrete Box	Rise: 3' Span: 10' Skew: 30°	Q Structure Sta. 112+43.00

KIN PROJECT INFORMATION			
DES. NO. 1802931 (Lead)	LATITUDE:	N 39° 59' 13"	Road Reconstruction From Southeastern Parkway To Prairie Baptist Road
	LONGITUDE:	W 85° 54' 19"	
DES. NO. 1902786	LATITUDE:	N 39° 59' 15"	Road Reconstruction From Prairie Baptist Road To Cyntheanne Road
	LONGITUDE:	W 85° 53' 22"	

INDIANA DEPARTMENT OF TRANSPORTATION



ROAD PLANS

136th STREET

Reconstruction of 136th Street from Southeastern Parkway to Prairie Baptist Road in
Section 24 & 25, T-18-N, R-5-E in Fall Creek Township, Hamilton County, Indiana.

PROJECT NO.

1802931 P.E.
1802931 R/W
1802931 CONST.

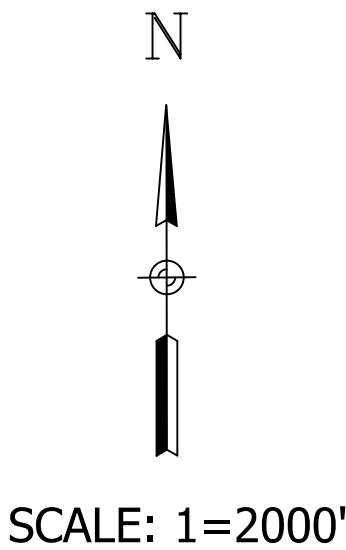


APPROVED:
CITY OF FISHERS, INDIANA

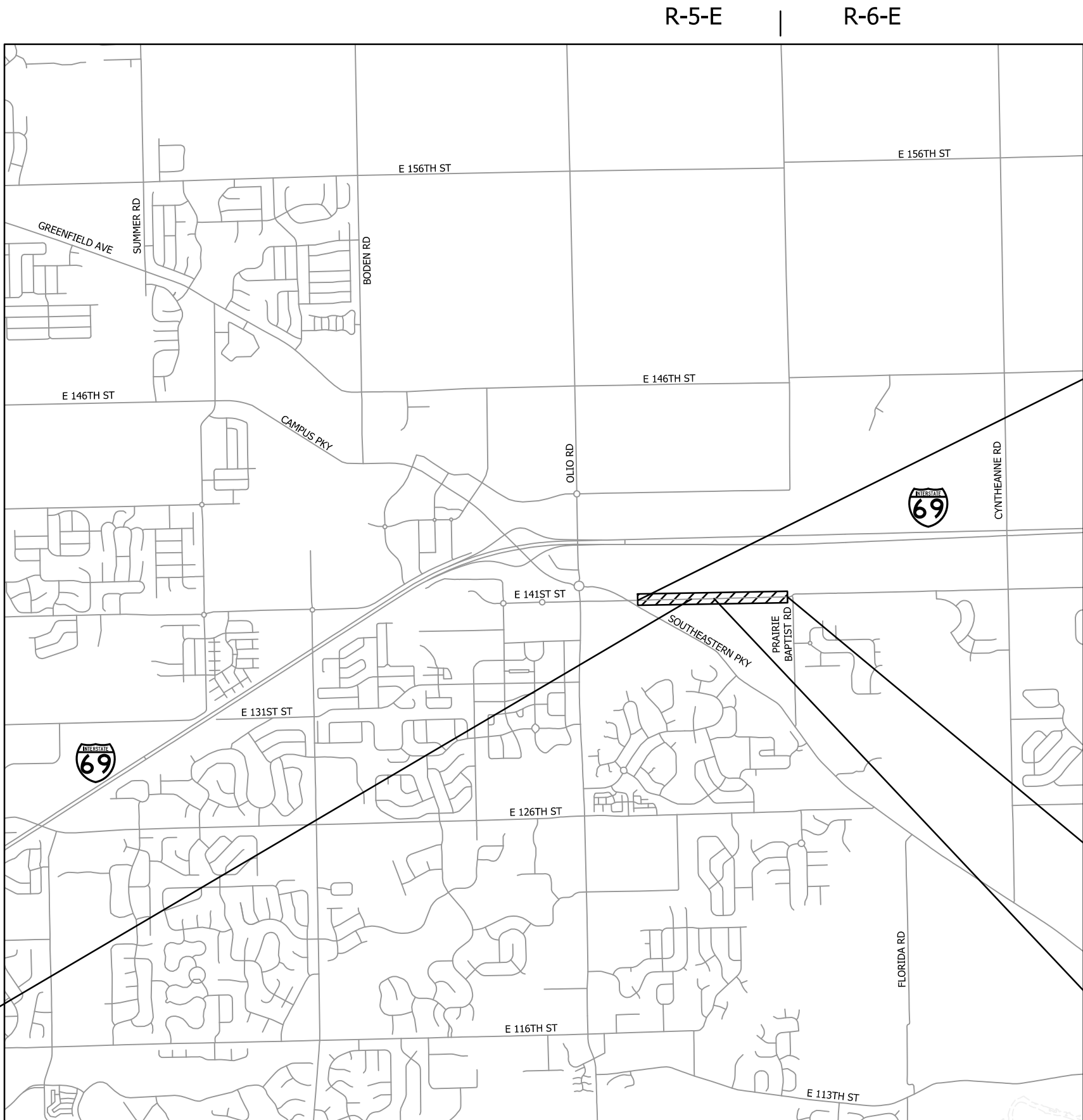
SCOTT FADNESS
MAYOR

Exhibit A

HATEM MEKKY, PE, ERC
DIRECTOR OF ENGINEERING



BEGIN PAVING EXCEPTION
STA: 118+51.83 "PR-C"



BEGIN PROJECT
STA: 104+75.00 "PR-C"

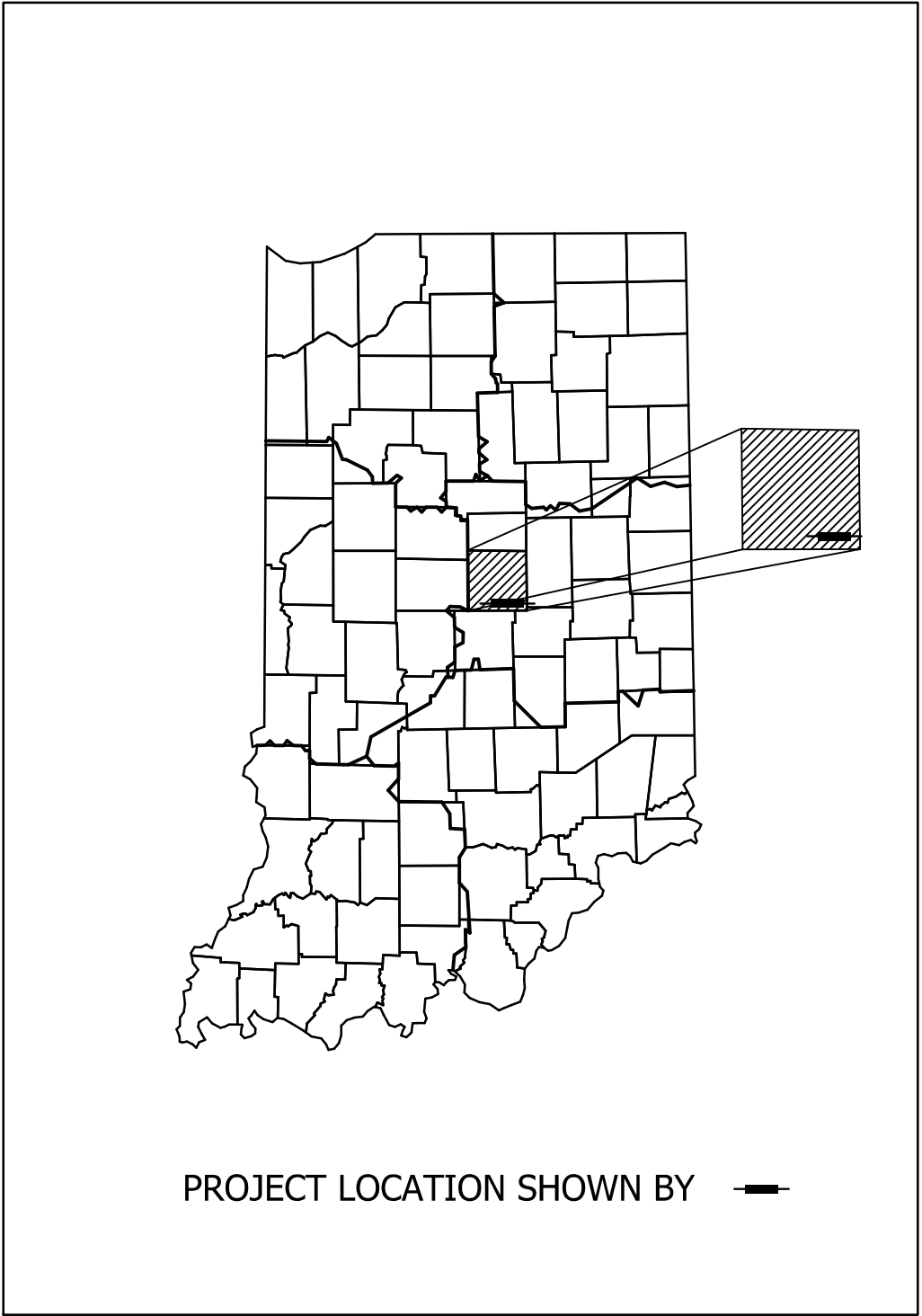
T-18-N

END PROJECT
STA: 130+50.00 "PR-C"

END PAVING EXCEPTION
STA: 119+65.79 "PR-C"

LOCATION MAP

TRAFFIC DATA	136TH STREET
A.A.D.T. (2024)	4,761 V.P.D.
A.A.D.T. (2044)	15,300 V.P.D.
D.H.V (2044)	1,530 V.P.H.
DIRECTIONAL DISTRIBUTION	55 %
TRUCKS	2.0 % A.A.D.T. 10.0 % D.H.V.
DESIGN DATA	
DESIGN SPEED	40 M.P.H.
PROJECT DESIGN CRITERIA	RECONSTRUCTION (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	LOCAL AGENCY COLLECTOR
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE



LATITUDE: N 39° 59' 13" LONGITUDE: W 85° 54' 19"

HUC 14: 05120201110030
HUC 14: 05120201100130

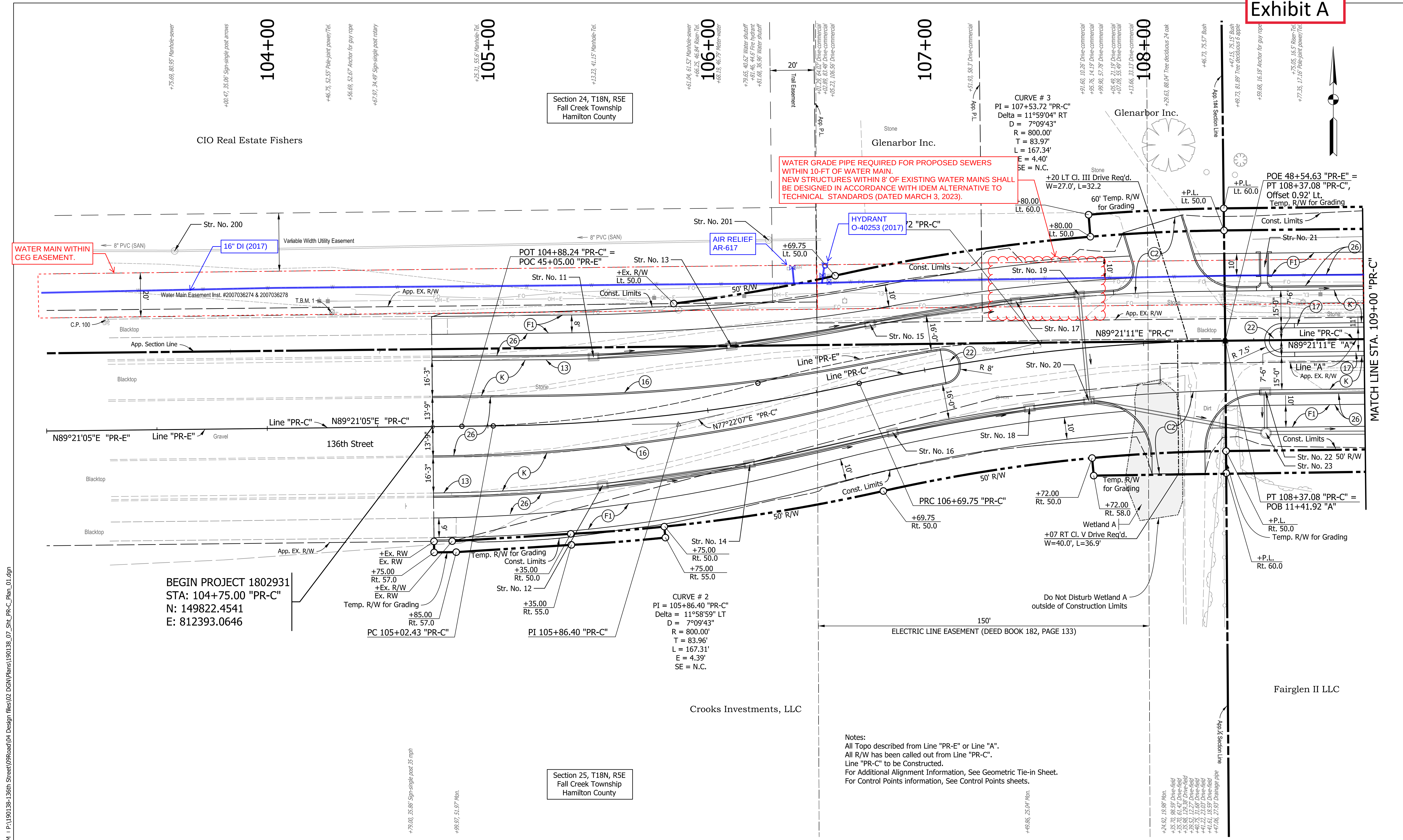
Roadway Length:	0.47 MI.
Bridge Length:	N.A. MI.
Total Length:	0.47 MI.
Maximum Grade:	6.64 %

STAGE 3: 12/22/23

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2024
TO BE USED WITH THESE PLANS

PLANS PREPARED BY:	Beam, Longest & Neff, L.L.C.	(317) 849-5832 PHONE NUMBER
CERTIFIED BY:		DATE
APPROVED FOR LETTING:	INDIANA DEPARTMENT OF TRANSPORTATION	DATE

	BRIDGE FILE		
	N.A.		
	DESIGNATION		
	1802931		
SURVEY BOOK	SHEETS		
ELECTRONIC	1	of	95
CONTRACT	PROJECT		
R-41987	1802931		



1/31/2024 1:31:20 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Plan_01.dgn

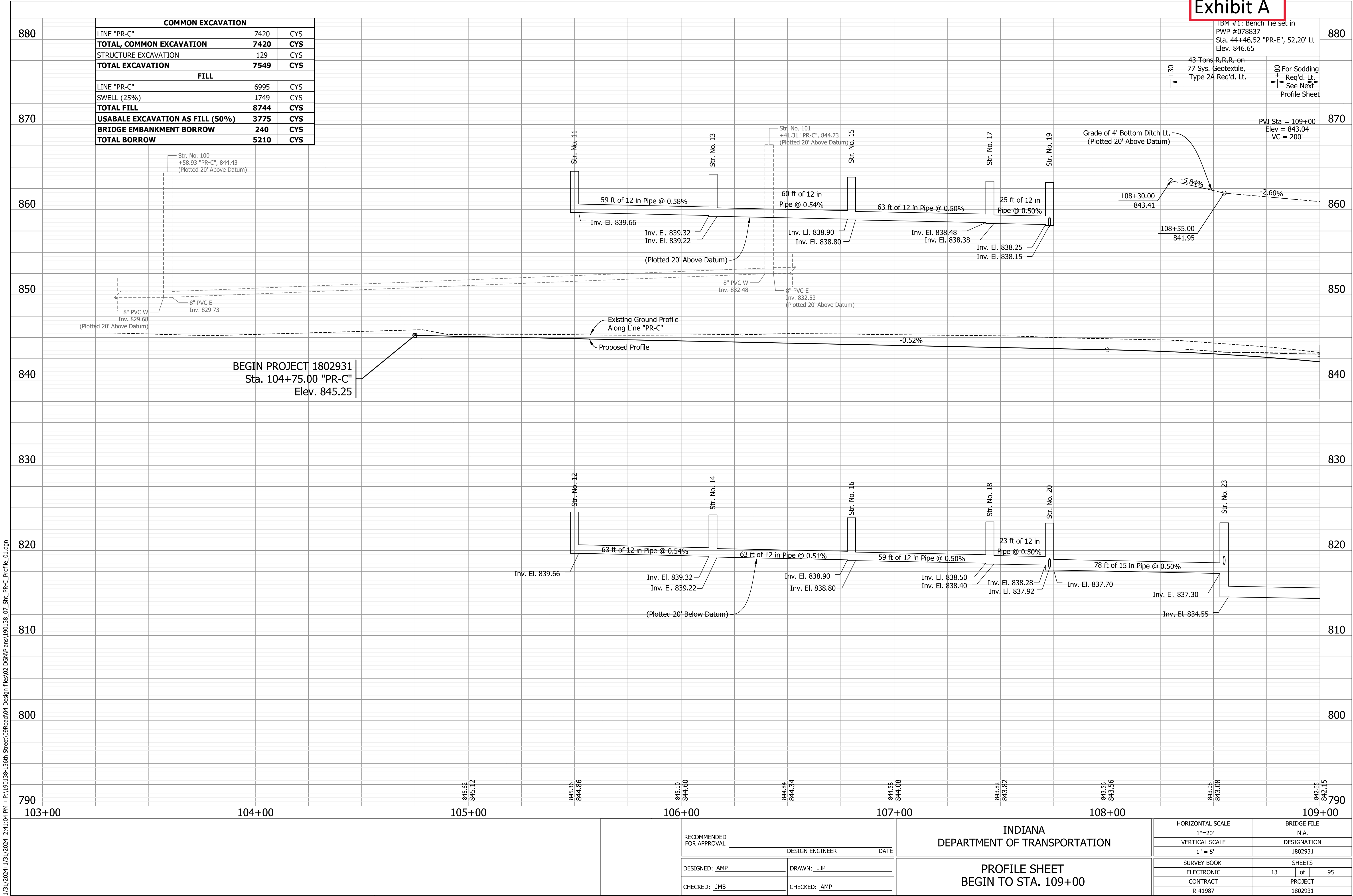
LEGEND:			
(C) PCCP for Approaches (See Index Sheet)	(R) Mill and Resurface (See Index Sheet)	(14) Curb and Gutter, Concrete, Depressed	(26) Sodding, Nursery
(C2) PCCP for Approaches (See Index Sheet)	(O) Compacted Aggregate No. 53	(15) Combined Concrete Curb and Gutter, Type B	
(F1) HMA for Sidewalk (See Index Sheet)	(U) Pipe, Type 4, Circular, 6"	(16) Curb, Concrete	
(K) Full Depth HMA Pavement (See Index Sheet)	(W) Widening (See Index Sheet)	(17) Curb and Gutter, Roll Curb	
	(13) Curb and Gutter, Concrete	(22) Center Curb, D, Concrete	

RECOMMENDED FOR APPROVAL	
DESIGN ENGINEER	DATE
DESIGNED: AMP	DRAWN: JJP
CHECKED: JMB	CHECKED: AMP

INDIANA DEPARTMENT OF TRANSPORTATION	
PLAN SHEET	
BEGIN TO STA. 109+00	

HORIZONTAL SCALE		BRIDGE FILE	
1"=20'		N.A.	
VERTICAL SCALE		DESIGNATION	
N.A.		1802931	
SURVEY BOOK		SHEETS	
ELECTRONIC		12	of 95
CONTRACT		PROJECT	
R-41987		1802931	

1/31/2024 1:31:04 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Profile_01.dgn



1/31/2024 1:31:24 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Plan_02.dgn

LEGEND:

- (C) PCCP for Approaches (See Index Sheet)
(C) PCCP for Approaches (See Index Sheet)
(F1) HMA for Sidewalk (See Index Sheet)
(K) Full Depth HMA Pavement (See Index Sheet)

- (R) Mill and Resurface (See Index Sheet)
(O) Compacted Aggregate No. 53
(U) Pipe, Type 4, Circular, 6"
(W) Widening (See Index Sheet)
(13) Curb and Gutter, Concrete

- (14) Curb and Gutter, Concrete, Depressed
(15) Combined Concrete Curb and Gutter, Type B
(16) Curb, Concrete
(17) Curb and Gutter, Roll Curb
(22) Center Curb, D, Concrete
(26) Sodding, Nursery

RECOMMENDED
FOR APPROVAL

DESIGN ENGINEER DATE

DESIGNED: AMP

DRAWN: JJP

CHECKED: JMB

CHECKED: AMP

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN SHEET
109+00 TO STA. 115+00

HORIZONTAL SCALE

1"=20'

VERTICAL SCALE

N.A.

SURVEY BOOK

ELECTRONIC

CONTRACT

R-41987

BRIDGE FILE

N.A.

DESIGNATION

1802931

SHEETS

14 of 95

PROJECT

1802931

Notes:
All Topo described from Line "A".
All R/W has been called out from Line "PR-C".
Line "PR-C" to be Constructed.
For Additional Alignment Information, See Geometric Tie-in Sheet.

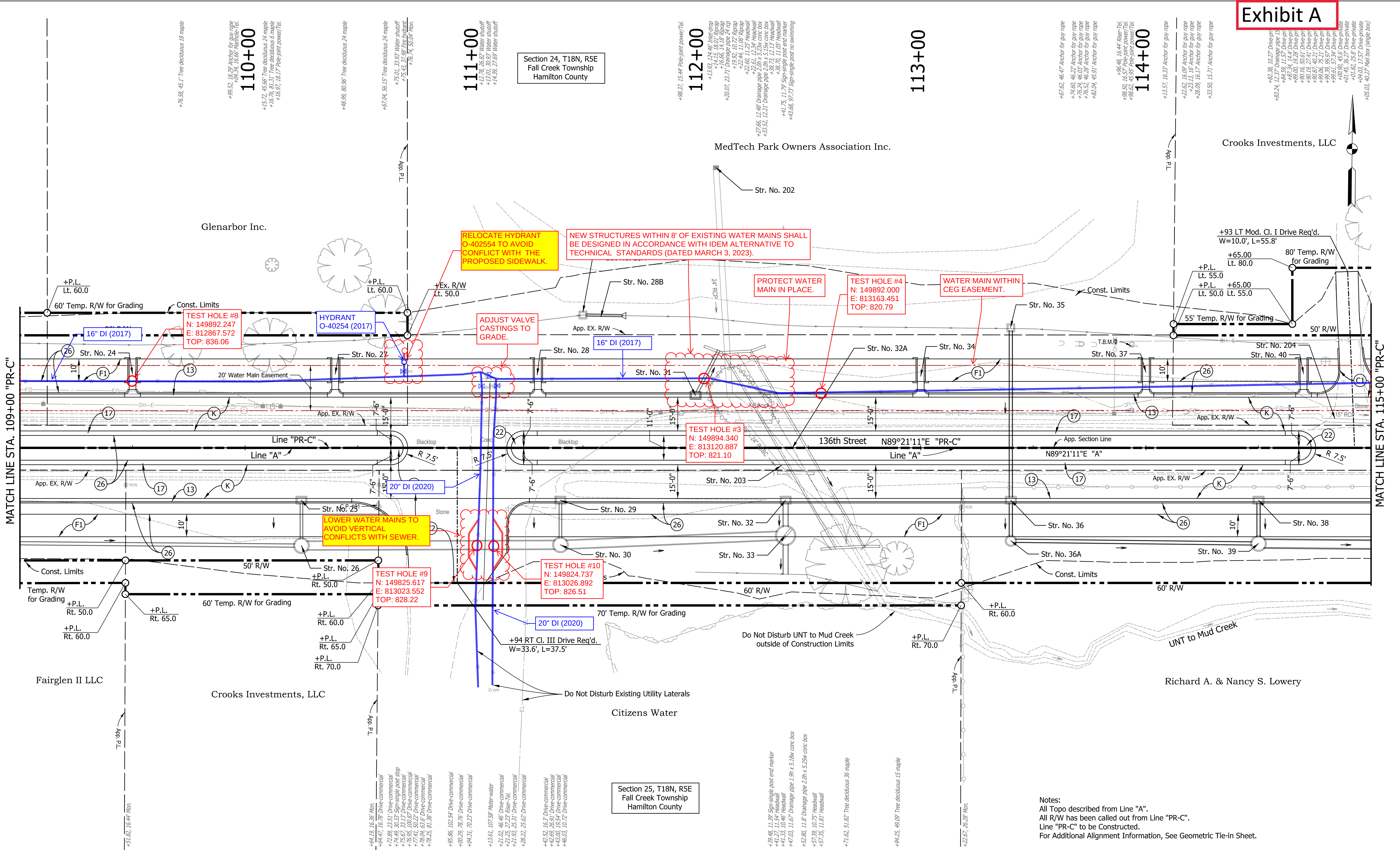
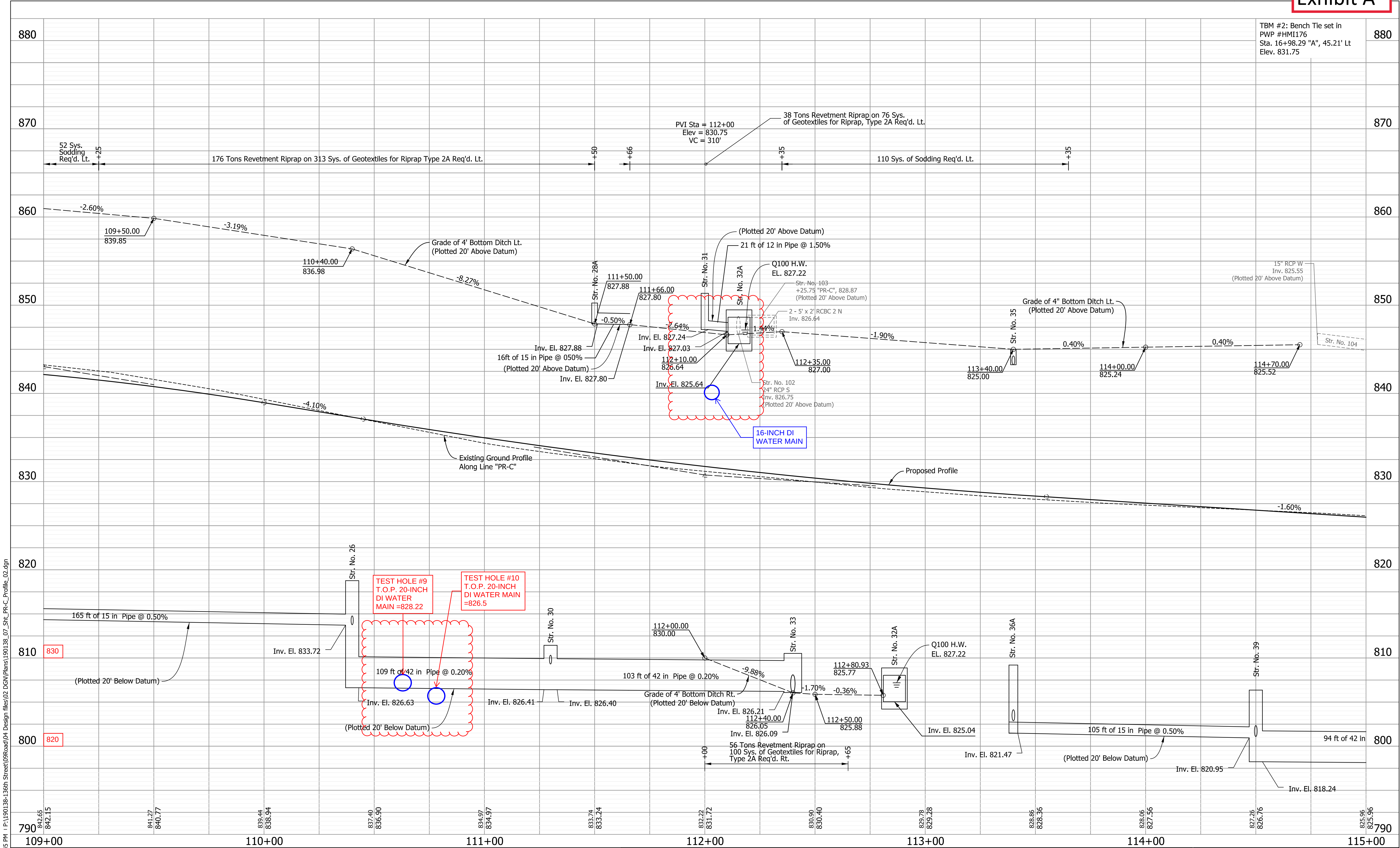


Exhibit A

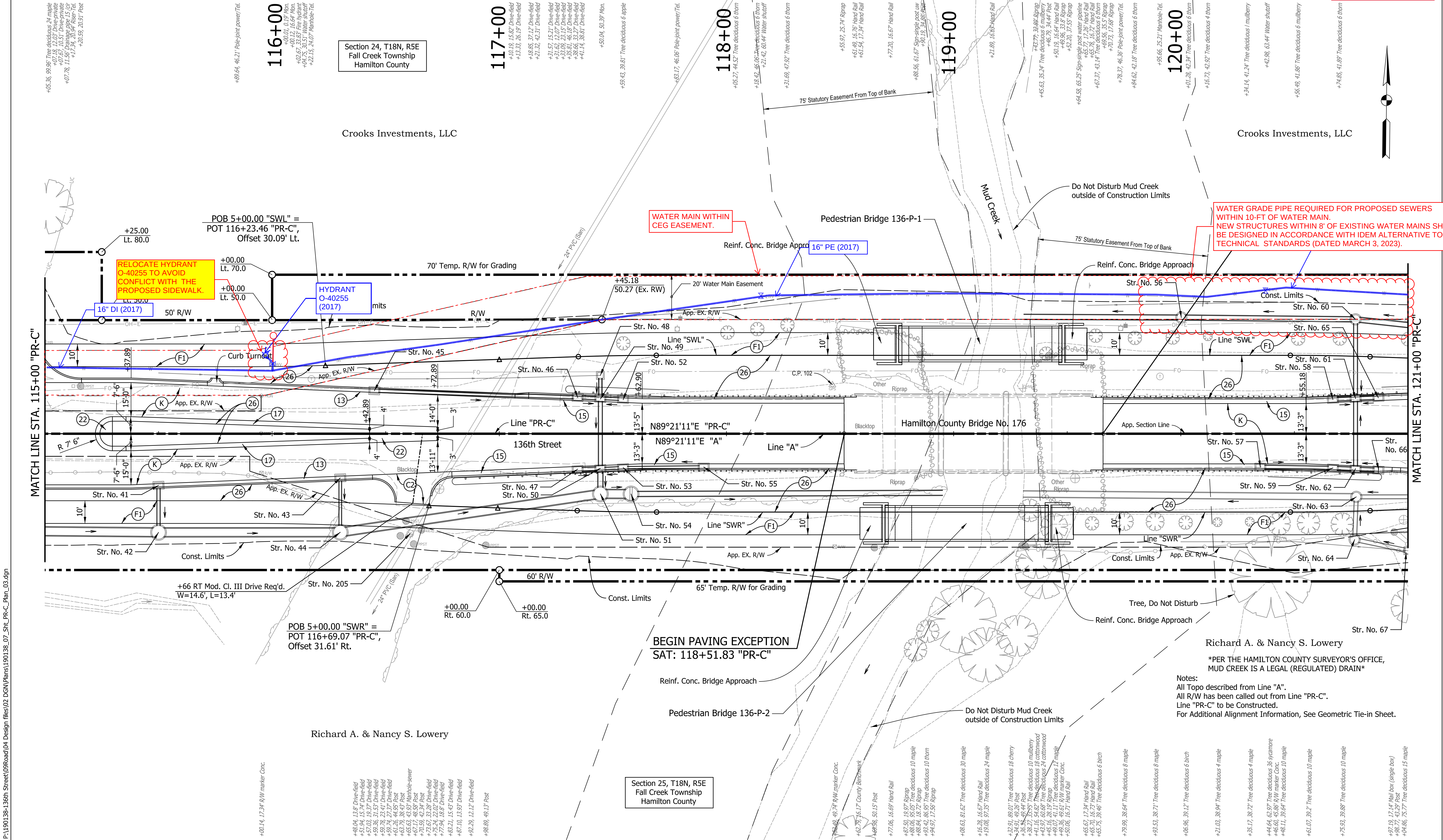


I:\1901138-136th Street\09Road\04 Design files\02 DGN\Plans\1901138_07_Sht_PR-C_Profile_02.dgn 1/31/2024 1:31/2024 2:42:45 PM

RECOMMENDED FOR APPROVAL	
DESIGNED: AMP	DRAWN: JJP
CHECKED: JMB	CHECKED: AMP

INDIANA DEPARTMENT OF TRANSPORTATION	
PROFILE SHEET STA. 109+00 TO STA. 115+00	

HORIZONTAL SCALE	BRIDGE FILE
1"=20'	N.A.
VERTICAL SCALE	DESIGNATION
1"=5'	1802931
SURVEY BOOK	SHEETS
ELECTRONIC	15 of 95
CONTRACT	PROJECT
R-41987	1802931



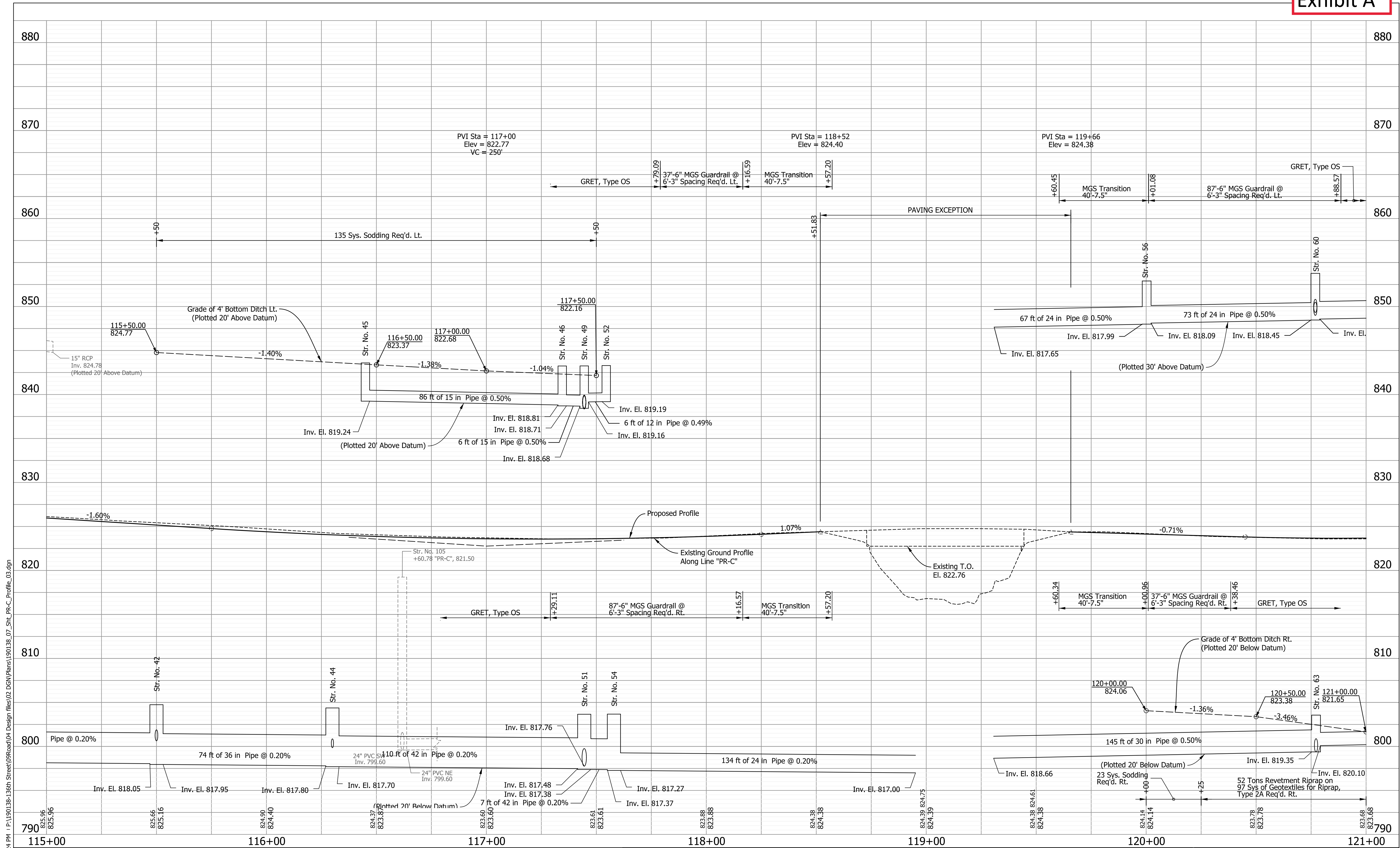
1/31/2024 1:31:24 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_SHL_PR-C_Plan_03.dgn

LEGEND:			
(C) PCCP for Approaches (See Index Sheet)	(R) Mill and Resurface (See Index Sheet)	(14) Curb and Gutter, Concrete, Depressed	(26) Sodding, Nursery
(C) PCCP for Approaches (See Index Sheet)	(O) Compacted Aggregate No. 53	(15) Combined Concrete Curb and Gutter, Type B	
(F1) HMA for Sidewalk (See Index Sheet)	(U) Pipe, Type 4, Circular, 6"	(16) Curb, Concrete	
(K) Full Depth HMA Pavement (See Index Sheet)	(W) Widening (See Index Sheet)	(17) Curb and Gutter, Roll Curb	
	(13) Curb and Gutter, Concrete	(22) Center Curb, D, Concrete	

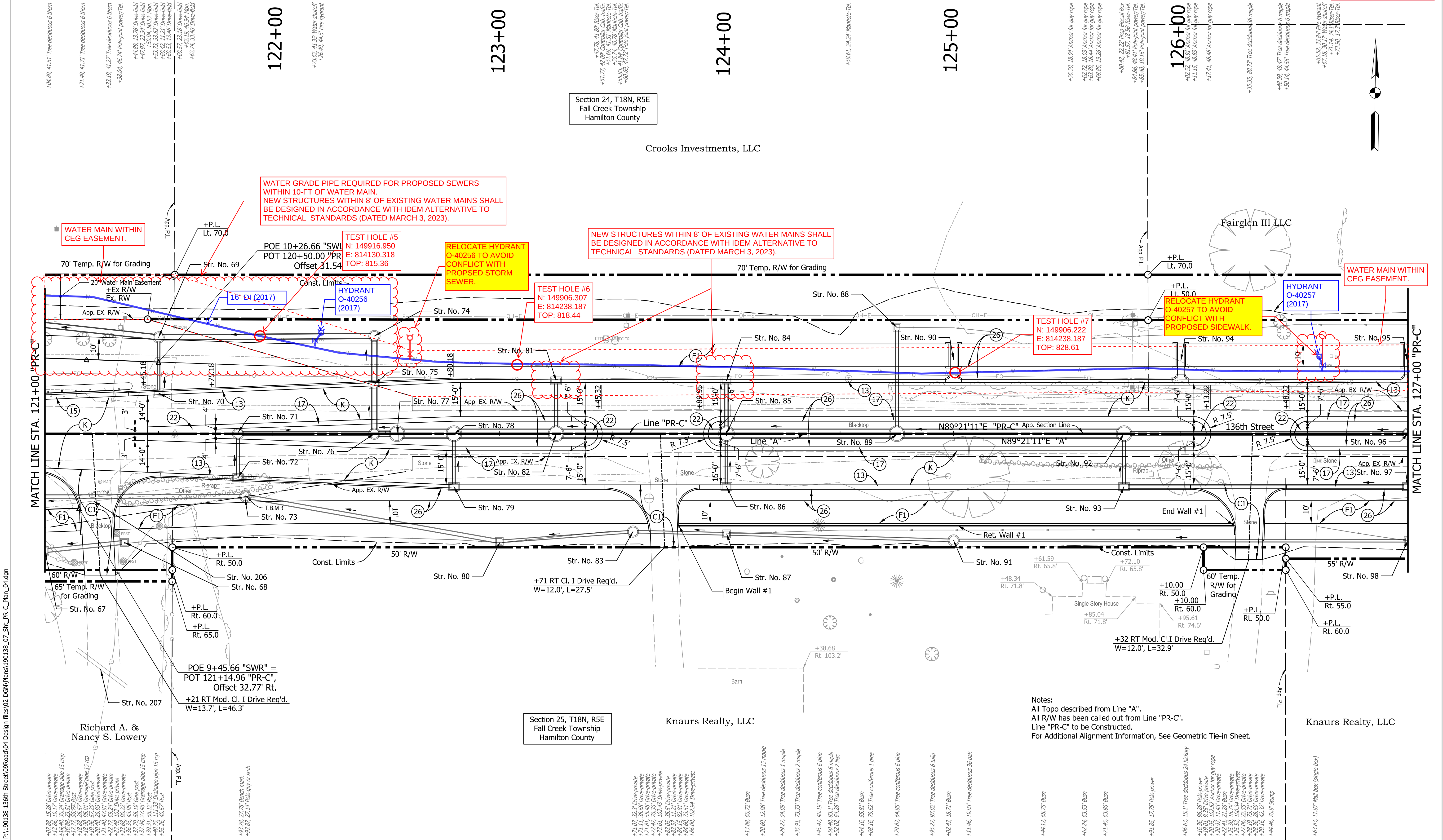
RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE	
DESIGNED: AMP		DRAWN: JJP			
CHECKED: JMB		CHECKED: AMP			

INDIANA DEPARTMENT OF TRANSPORTATION	
PLAN SHEET	
115+00 TO STA. 121+00	

HORIZONTAL SCALE		BRIDGE FILE	
1"=20'		N.A.	
VERTICAL SCALE		DESIGNATION	
N.A.		1802931	
SURVEY BOOK		SHEETS	
ELECTRONIC		16	of 95
CONTRACT		PROJECT	
R-41987		1802931	



RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE		INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE		BRIDGE FILE	
				1"=20'		N.A.	
				VERTICAL SCALE		DESIGNATION	
				1" = 5'		1802931	
DESIGNED: <u>AMP</u>		DRAWN: <u>JJP</u>		PROFILE SHEET STA. 115+00 TO STA. 121+00			
CHECKED: <u>JMB</u>		CHECKED: <u>AMP</u>					
				SURVEY BOOK		SHEETS	
				ELECTRONIC		17	of 95
				CONTRACT		PROJECT	
				R-41987		1802931	

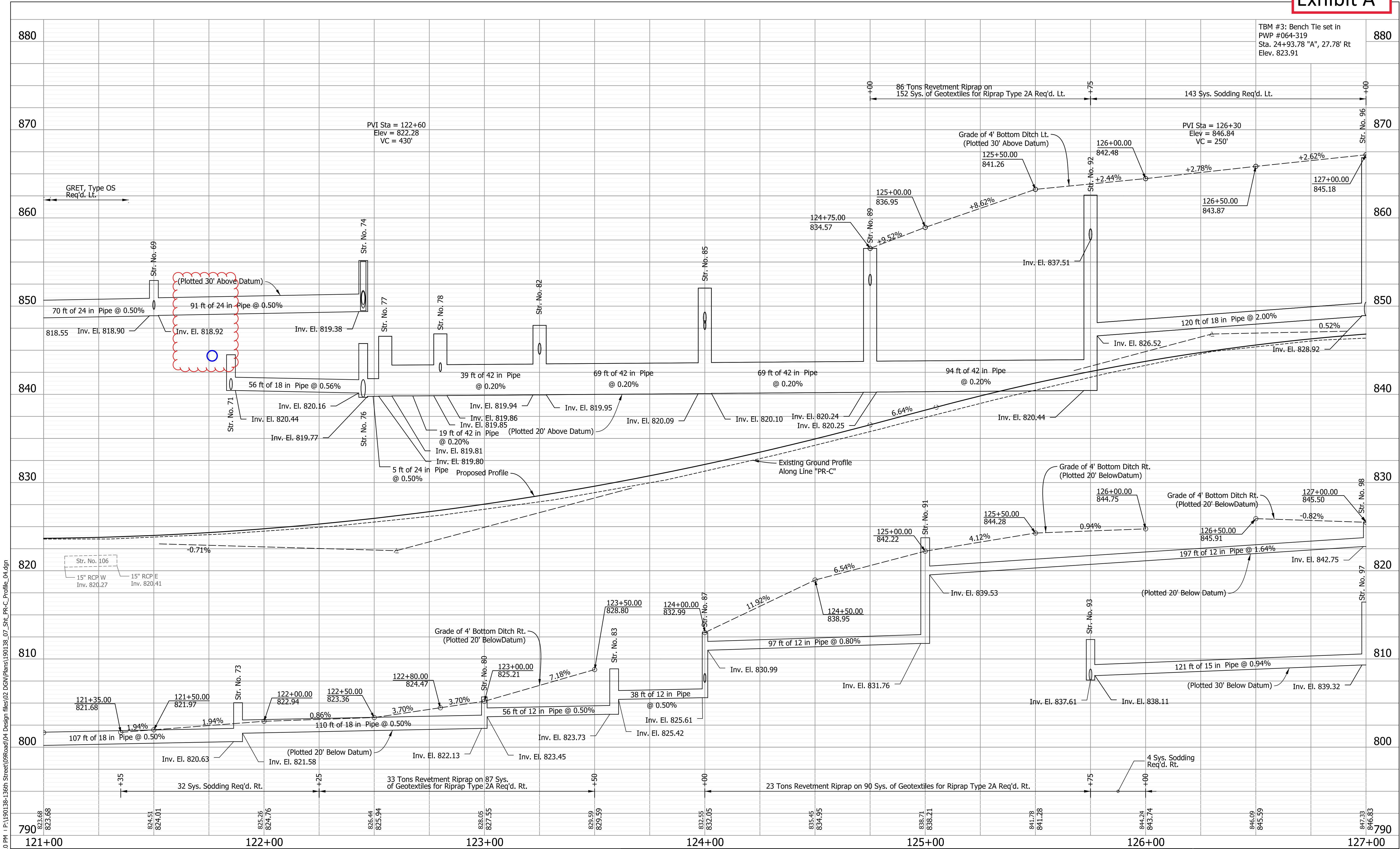


1/31/2024 1:31:20 PM I:\190138-136th Street\09Road\04 Design\files\02 DGN\Plans\190138_07_Sht_PR-C_Plan_04.dgn

LEGEND:				INDIANA				HORIZONTAL SCALE		BRIDGE FILE	
(C1)	PCCP for Approaches (See Index Sheet)	(R)	Mill and Resurface (See Index Sheet)	(14)	Curb and Gutter, Concrete, Depressed	(26)	Sodding, Nursery	1"=20'		N.A.	
(C2)	PCCP for Approaches (See Index Sheet)	(O)	Compacted Aggregate No. 53	(15)	Combined Concrete Curb and Gutter, Type B						
(F1)	HMA for Sidewalk (See Index Sheet)	(U)	Pipe, Type 4, Circular, 6"	(16)	Curb, Concrete						
(K)	Full Depth HMA Pavement (See Index Sheet)	(W)	Widening (See Index Sheet)	(17)	Curb and Gutter, Roll Curb						
				(22)	Center Curb, D, Concrete						
								VERTICAL SCALE		DESIGNATION	
								N.A.		1802931	
								SURVEY BOOK		SHEETS	
								ELECTRONIC		19	of 95
								CONTRACT		PROJECT	
								R-41987		1802931	

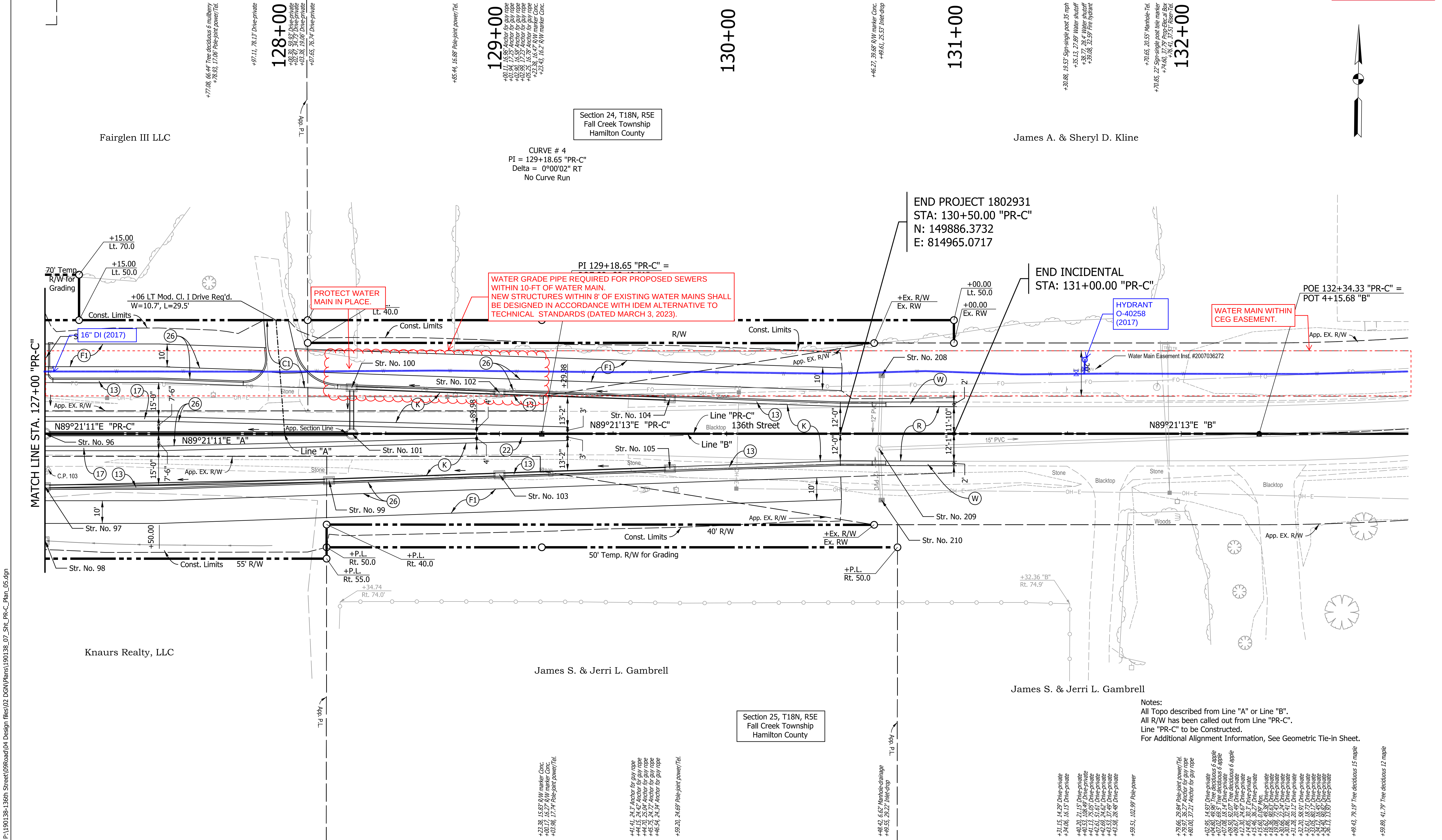
RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE		INDIANA		DEPARTMENT OF TRANSPORTATION		PLAN SHEET	
DESIGNED: AMP		DRAWN: JJP								STA. 121+00 TO STA. 127+00	
CHECKED: JMB		CHECKED: AMP									

I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Profile_04.dgn 1/31/2024 1:31:20 PM



RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE	
DESIGNED: AMP		DRAWN: JJP			
CHECKED: JMB		CHECKED: AMP			

INDIANA DEPARTMENT OF TRANSPORTATION		HORIZONTAL SCALE 1"=20'	BRIDGE FILE N.A.
		VERTICAL SCALE 1" = 5'	DESIGNATION 1802931
PROFILE SHEET STA. 121+00 TO STA. 127+00		SURVEY BOOK ELECTRONIC	SHEETS 20 of 95
		CONTRACT R-41987	PROJECT 1802931



1/31/2024 1:31:20 PM I:\190138-136th Street\09Road\04 Design files\02 DGN\Plans\190138_07_Sht_PR-C_Plan_05.dgn

LEGEND:

- | | | | |
|---|--|--|-----------------------|
| (C) PCCP for Approaches (See Index Sheet) | (R) Mill and Resurface (See Index Sheet) | (14) Curb and Gutter, Concrete, Depressed | (26) Sodding, Nursery |
| (C) PCCP for Approaches (See Index Sheet) | (O) Compacted Aggregate No. 53 | (15) Combined Concrete Curb and Gutter, Type B | |
| (F1) HMA for Sidewalk (See Index Sheet) | (U) Pipe, Type 4, Circular, 6" | (16) Curb, Concrete | |
| (K) Full Depth HMA Pavement (See Index Sheet) | (W) Widening (See Index Sheet) | (17) Curb and Gutter, Roll Curb | |
| | (13) Curb and Gutter, Concrete | (22) Center Curb, D, Concrete | |

RECOMMENDED FOR APPROVAL	
DESIGN ENGINEER	DATE
DESIGNED: AMP	DRAWN: JJP
CHECKED: JMB	CHECKED: AMP

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN SHEET
STA. 127+00 TO END

HORIZONTAL SCALE		BRIDGE FILE	
1"=20'		N.A.	
VERTICAL SCALE		DESIGNATION	
N.A.		1802931	
SURVEY BOOK		SHEETS	
ELECTRONIC		21	of 95
CONTRACT		PROJECT	
R-41987		1802931	

Notes:
All Topo described from Line "A" or Line "B".
All R/W has been called out from Line "PR-C".
Line "PR-C" to be Constructed.
For Additional Alignment Information, See Geometric Tie-in Sheet.

+79.08, 39.84 Pole-joint power/Tel.
+79.93, 36.27 Anchor for guy rope
+80.00, 37.21 Anchor for guy rope
+80.95, 14.92 Drive-private
+80.86, 49.99 Tree deciduous 6 apple
+80.76, 98.14 Tree deciduous 6 apple
+80.59, 90.07 Tree deciduous 6 apple
+80.67, 20.46 Drive-private
+80.58, 30.31 Drive-private
+81.65, 36.27 Drive-private
+15.66, 0.09 Man.
+18.36, 96.63 Drive-private
+19.08, 75.42 Drive-private
+20.36, 36.41 Drive-private
+30.88, 20.55 Manhole-Tel.
+31.28, 20.12 Drive-private
+32.20, 58.91 Drive-private
+32.61, 80.72 Drive-private
+34.19, 16.16 Drive-private
+34.19, 16.16 Drive-private
+34.19, 16.16 Drive-private
+49.43, 79.19 Tree deciduous 15 maple
+59.89, 41.79 Tree deciduous 12 maple

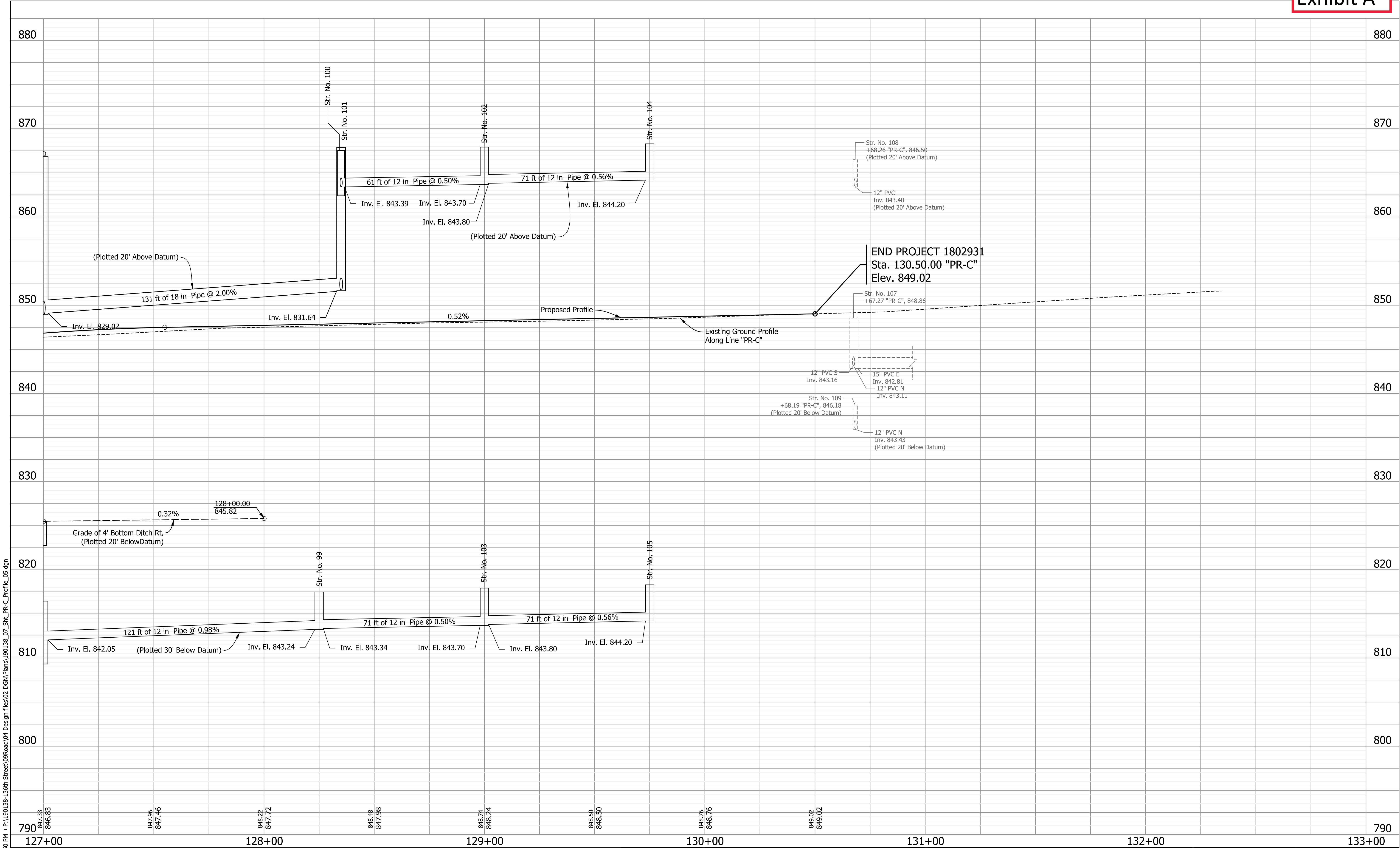




Exhibit "B"

136th Street Southeastern Avenue to Prairie Baptist Road
Des 1802931

Water Reimbursable Preliminary Cost Estimate

Summary	Preliminary Estimated Cost
CEG Labor	
Project Manager	\$ 8,800
Design	\$ 4,400
Construction Manager	\$ 4,400
Inspection	\$ 5,300
Closeout	\$ 1,800
Material	\$ 123,400
Contractor	\$ 241,500
Permits	\$ -
Resurfacing	\$ -
Tree Clearing	\$ -
Alignment Staking	\$ -
Betterment	\$ -
Salvage	\$ -
Preliminary Estimated Cost	\$ 389,600

 Notes

- 1 Backfill with digable flowable fill within existing pavement
- 2 Backfill with native soil outside of existing pavement
- 3 Excludes pavement and dirt restoration
- 4 Excludes tree clearing
- 5 Excludes all permit costs

Archives File #	<u>10150</u>
Item Number	<u>72</u>

2007036278 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [9809847441](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Fairglen I, LLC.](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10631](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks

Signed

Robert W. Crooks, President

Printed Name and Title

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks who is the President of Fairglen I, LLC, who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

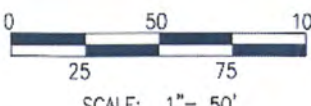
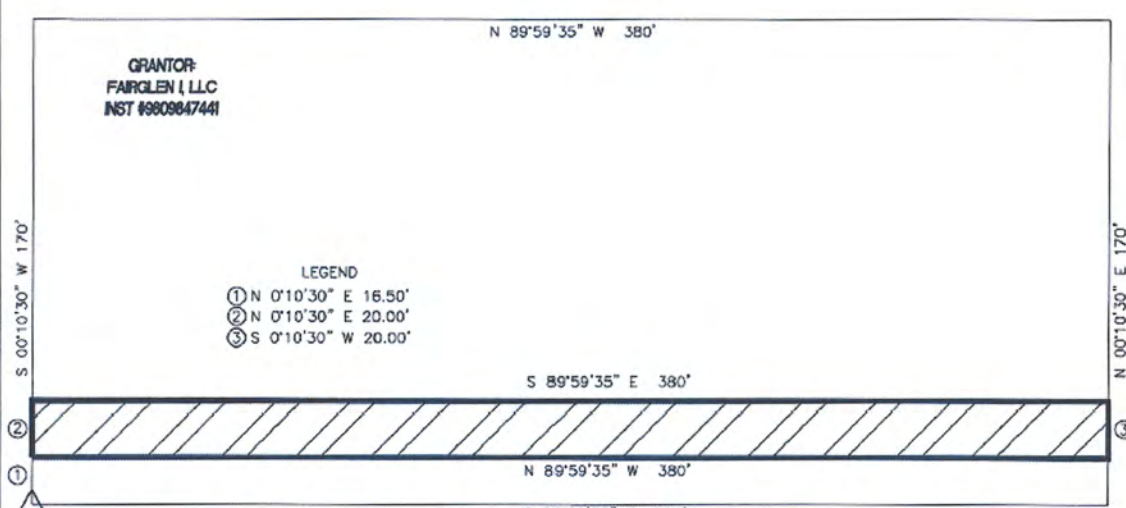
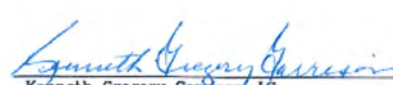
Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth S. Beering
Printed: Elizabeth S. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

	EXHIBIT "A" WATER MAIN EASEMENT This plot was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.									
GRANTOR: FAIRGLEN I, LLC INST 69809847441										
LEGEND ① N 0°10'30" E 16.50' ② N 0°10'30" E 20.00' ③ S 0°10'30" W 20.00'										
										
SW Corner SE Quarter, SW Quarter Sec 24-18N-5E 136th Street										
DESCRIPTION A part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 North, Range 5 East, Hamilton County, Indiana, described as follows: Beginning at the intersection of the north boundary of 136th Street with the west line of the grantor's land being North 00°10'30" East 16.50 feet from the southwest corner of said quarter-quarter section; thence continuing North 0°10'30" East 20.00 feet along said west line; thence South 89°59'35" East 380.00 feet to the east line of the grantor's land; thence South 00°10'30" West 20.00 feet along said east line to said north boundary; thence North 89°59'35" West 380.00 feet along said north boundary to the point of beginning, containing 0.175 acres (7,600 square feet), more or less.										
 Kenneth Gregory Garrison, LS No. 29300014, State of Indiana		<u>3/5/2007</u> DATE								
Sheet 1 of 1										
BURGESS & NIPLE, INC. 251 N. ILLINOIS STREET CAPITAL CENTER SUITE 920 INDIANAPOLIS, IN 46204 317-237-2760	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"> Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206 </td> </tr> <tr> <td colspan="2" style="text-align: center;"> WATER MAIN EASEMENT </td> </tr> <tr> <td style="text-align: center;"> 136th Street </td> <td style="text-align: center;"> PROJECT NO. MAP NO. </td> </tr> <tr> <td style="text-align: center;"> APPROVED BY: </td> <td style="text-align: center;"> DATE: 07/14/06 DRAWING NO. D-10631 </td> </tr> </table>		Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206		WATER MAIN EASEMENT		136th Street	PROJECT NO. MAP NO.	APPROVED BY:	DATE: 07/14/06 DRAWING NO. D-10631
Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206										
WATER MAIN EASEMENT										
136th Street	PROJECT NO. MAP NO.									
APPROVED BY:	DATE: 07/14/06 DRAWING NO. D-10631									

J-04-189

Exhibit C

**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150Item Number 72

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Westbrooke @ Geist section 1
(Project Name)

96th + Ohio
(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 186,155.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

Triton Development, LLC
By: Westport Homes, Inc., its manager

(Corporate Seal Affixed)

Signature Steven M. Dunn, Pres.

Date 6-22-06

STATE OF INDIANA)

COUNTY OF Marion)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22 day of June 2006, personally appeared Steven M. Dunn and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Notary Public

Shirley J. White
Name (Typed or Printed)

My Commission Expires: May 21, 2009

Madison
County of Residence

J-04-189

CONTRACTOR
RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrooke Le Geist ("Facilities"), pursuant to a written agreement dated Jan 31st, 2006, between the Triton Development, having an office at 9210 N. Meridian St. Indpls, IN (the "Owner") and the undersigned, having an office at 234 S. Franklin Ed. Indpls, IN, which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 31st day of January, 2006

RN Thompson Jr. & Assoc. Construction LLC
(Name of Contractor)

By: Robert N Thompson Jr.

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RN Thompson Jr., who stated that he or she is duly elected and acting President of RN Thompson Jr. & Assoc. Construction LLC, was authorized to execute this document for and on behalf of RN Thompson Jr. & Assoc. Construction LLC and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 28th day of February, 2006



Tina Marie Surber
Notary Public

Tina Marie Surber
Name (Typed or Printed)

Clinton
County of Residence

My Commission Expires:
2-14-2007

J.04-189

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrooke Sec. 1 @ Geist ("Facilities"), pursuant to a written agreement dated Jan. 31st, 2006, between the Triton Development, having an office at 9210 N. Meridian St. Indpls, IN ("Owner") and Pat Thompson Jr. & Assoc., having an office at 234 S. Franklin Road ("Contractor"), which Facilities are described and located as follows: Construction LLC.
Indianapolis, IN

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities. thru 1-22-05

Executed this 31 day of January, 2006
Hughes Supply Inc
(Name of Subcontractor or Supplier)
By: Julia M. Bilbee
Title: Credit Manager

STATE OF INDIANA)

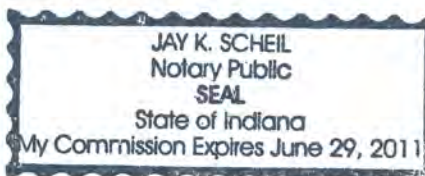
) SS: _____

COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Julia M. Bilbee, who stated that he or she is duly elected and acting OR Manager of Hughes Supply Inc, was authorized to execute this (title) (Contractor) document for and on behalf of Hughes Supply Inc and did so as his or her voluntary act and deed. (Contractor)

WITNESS by hand and official seal, this 31 day of January, 2006Jay K. Scheil
Notary PublicJay K. Scheil
Name (Typed or Printed)MARION
County of Residence

My Commission Expires:

6-29-2011

Archives File #	<u>10150</u>
Item Number	<u>65</u>

2007036277 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [9809847442](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Fairglen III, LLC.](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10632](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks
Signed

Robert W. Crooks, President
Printed Name and Title

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks who is the President of Fairglen III, LLC, who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth I. Beering
Printed: Elizabeth I. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

EXHIBIT "A"

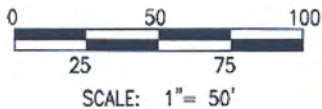
WATER MAIN EASEMENT

This plot was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.

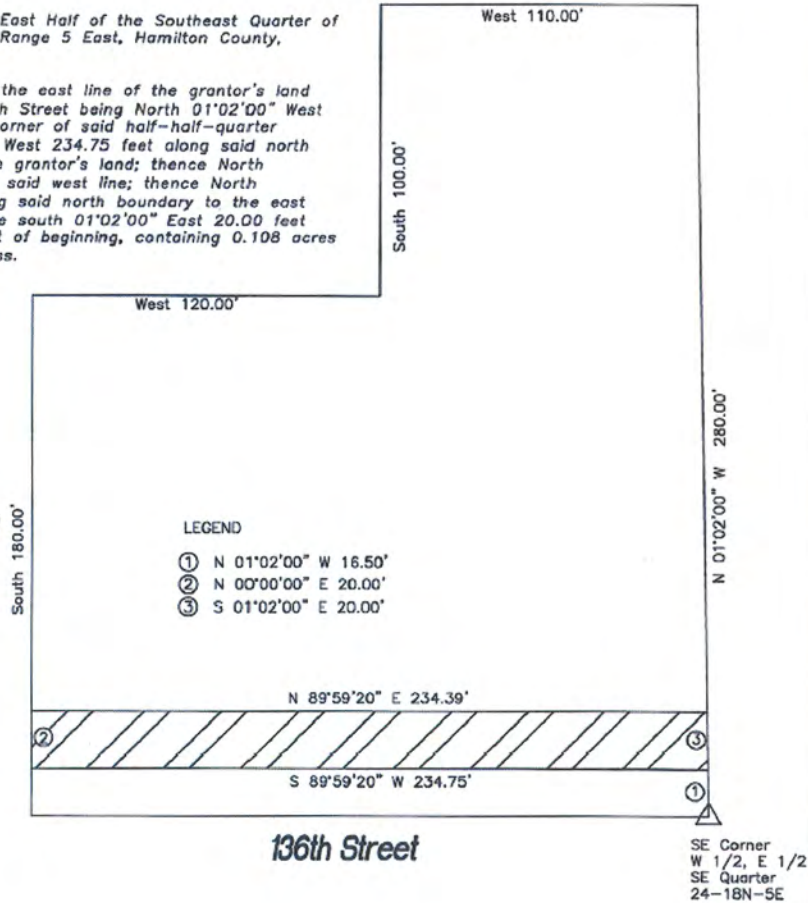
DESCRIPTION:

A part of the West Half of the East Half of the Southeast Quarter of Section 24, Township 18 North, Range 5 East, Hamilton County, Indiana, described as follows:

Beginning at the intersection of the east line of the grantor's land with the north boundary of 136th Street being North 01°02'00" West 16.50 feet from the southeast corner of said half-half-quarter section; thence South 89°59'20" West 234.75 feet along said north boundary to the west line of the grantor's land; thence North 00°00'00" East 20.00 feet along said west line; thence North 89°59'20" East 234.39 feet along said north boundary to the east line of the grantor's land; thence south 01°02'00" East 20.00 feet along said east line to the point of beginning, containing 0.108 acres (4,691 square feet), more or less.



GRANTOR:
FAIRGLEN III, LLC
INST #9809847442



Kenneth Gregory Garrison
Kenneth Gregory Garrison, LS
No. 29300014, State of Indiana

3/8/2007
DATE

Sheet 1 of 1

BURGESS & NIPLE, INC.

251 N. ILLINOIS STREET
CAPITAL CENTER SUITE 920
INDIANAPOLIS, IN 46204
317-237-2760



Department of Waterworks
Consolidated City of Indianapolis, Marion County, Indiana
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206

WATER MAIN EASEMENT

136th Street	PROJECT NO.	DMAP NO.
APPROVED BY:	DATE	DRAWING NO.
	07/14/06	D-10632

**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150Item Number 65

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Westbrooke @ Geist offsite

(Project Name)

96th & Ohio

(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 129,172.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Triton Development, LLC
By: Westport Homes, Inc. its Manager

Signature

Steven M. Dunn

Date

6-22-06

STATE OF INDIANA)

COUNTY OF Marion)

) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of June 2006 personally appeared Steven M. Dunn and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Notary Public

Shirley J. White

Name (Typed or Printed)

Madison

County of Residence

My Commission Expires: May 21, 2009

CONTRACTOR

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrook @ Geist Offsite Proj. 1 ("Facilities"), pursuant to a written agreement dated March 10, 2006, between the Triton Development, having an office at 9210 N. Meridian Indpls, IN (the "Owner") and the undersigned, having an office at 254 S. Franklin Rd Indianapolis which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 26th day of June, 2006

RN Thompson Jr. & Assoc. Construction LLC
(Name of Contractor)

By: Robert N Thompson Jr.

Title: President

STATE OF INDIANA)

) SS:

COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert N Thompson Jr who stated that he or she is duly elected and acting

president of RN Thompson Jr + Assoc. Construction LLC
(title) (Contractor) was authorized to execute this

document for and on behalf of RN Thompson Jr. + Assoc Construction LLC
(Contractor) and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 26th day of June, 2006



Tina Marie Surber
Notary Public

Tina Marie Surber
Name (Typed or Printed)

Clinton
County of Residence

My Commission Expires:

2-14-2007

CONTRACTOR

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrook @ Geist Offsite Project ("Facilities"), pursuant to a written agreement dated _____, between the Triton Development, having an office at 9210 N. Meridian Indpls IN (the "Owner") and the undersigned, having an office at 234 S. Franklin Rd Indpls IN which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this _____ day of _____,

RN Thompson Jr. & Assoc. Construction LLC
(Name of Contractor)

By: RN Thompson Jr.

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who stated that he or she is duly elected and acting _____ of _____, was authorized to execute this (title) (Contractor) document for and on behalf of _____ and did so as his or her voluntary act and (Contractor) deed.

WITNESS by hand and official seal, this _____ day of _____,

Notary Public

Name (Typed or Printed)

County of Residence

My Commission Expires:

662638

SUBCONTRACTORS AND SUPPLIERS

FINAL
RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Westbrooke East, Offsite Ph. #1 ("Facilities"), pursuant to a written agreement dated _____, between the Triton Development, having an office at 9410 N. Meridian, Indpls, IN ("Owner") and RN Thompson Jr. & Assoc. Construction LLC, having an office at 234 S. Franklin Road, Indpls, IN ("Contractor"), which Facilities are described and located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 24 day of May, 2006

Hughes Supply Inc
(Name of Subcontractor or Supplier)

By: Patricia D. Jacobs

Title: Lien Release Supervisor

STATE OF ~~INDIANA~~ FLORIDA)

) SS: —

COUNTY OF ORANGE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Jacobs, who stated that he or she is duly elected and acting Lien Release Supv of Hughes Supply Inc, was authorized to execute this (title) (Contractor) document for and on behalf of RN Thompson Jr. & Assoc. and did so as his or her voluntary act and (Contractor) deed.

WITNESS by hand and official seal, this 24 day of May, 2006

Laura Oliver
Notary Public

Name (Typed or Printed)

Orange
County of Residence

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
Laura Oliver
Commission # DD514471
Expires February 5, 2010
Bonded To: Paid Insurance to: 10/10

Archives File #	<u>10150</u>
Item Number	<u>64</u>

2007036272 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [2003000046074](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [James A. Kline and Sheryl D. Kline](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10633](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

25th day of May, 2007.

James A. Kline

James A. Kline

Sheryl D. Kline

Sheryl D. Kline

Social Security Number Certification (Required by IC 36-2-11-15)

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

Peter S. Beering

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared James A. Kline and Sheryl D. Kline who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 25th day of May, 2007.

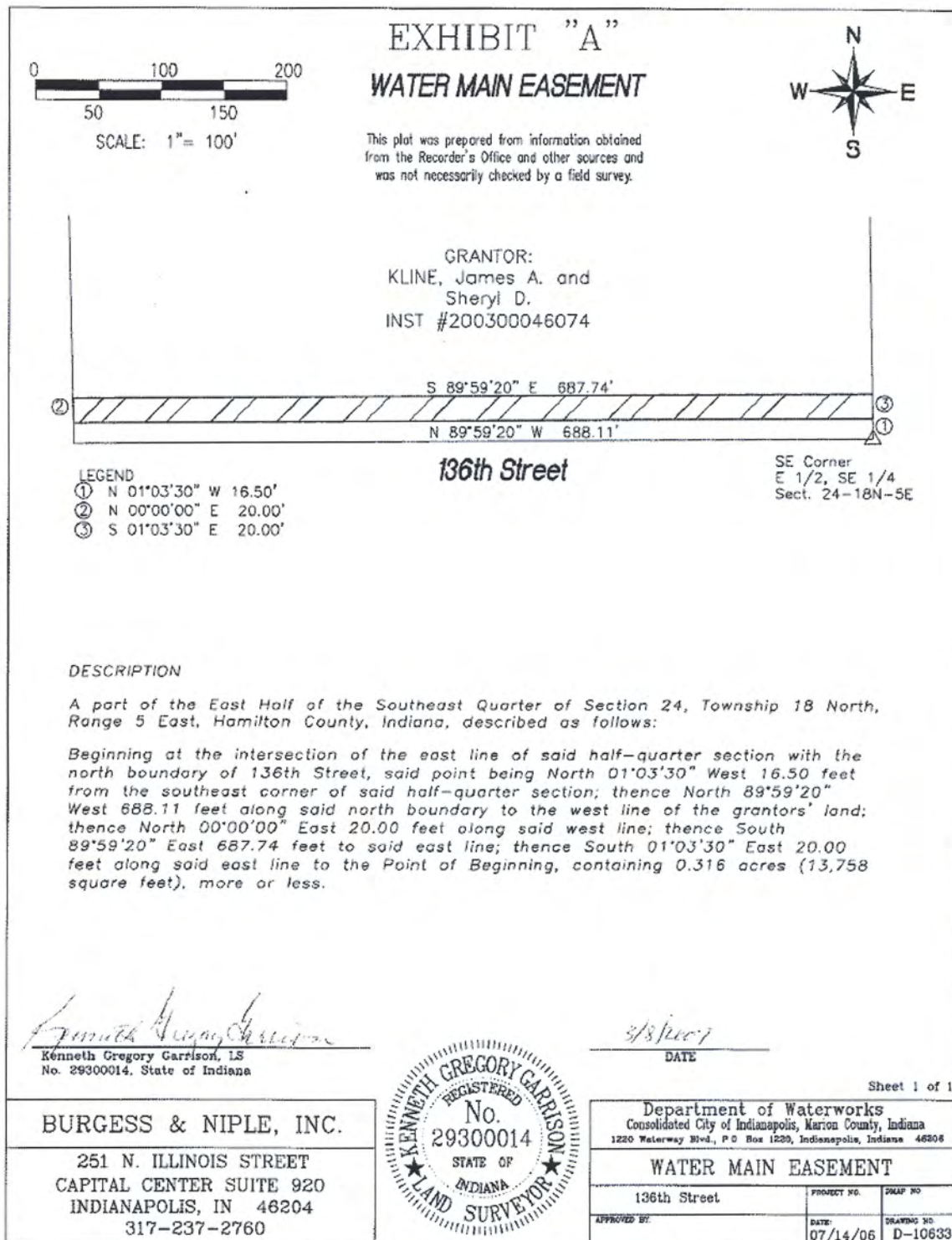
I am a resident of Stelby
County, Indiana, and my
Commission expires:

4/13/2008.

Signed: Kenneth G. Garrison
Printed: Kenneth G. Garrison
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net





**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

J-04-191

Archives File # 10150

Item Number 64

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Autumn WoodsSection 1

(Project Name)

1501 Buck Creek Road(Town of Cumberland)

(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 229,410 TO USFILTER INDIANAPOLIS WATER, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by USFilter Indianapolis Water, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, USFilter Indianapolis Water, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. USFilter Indianapolis Water, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in USFilter Indianapolis Water, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by USFilter Indianapolis Water, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to USFilter Indianapolis Water, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to USFilter Indianapolis Water, LLC/Harbour Water.

It is mutually understood and agreed that USFilter Indianapolis Water, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Michelle Leonard
Signature

8/3/06
Date

STATE OF INDIANA)

COUNTY OF Hamilton)

) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of August 2006, personally appeared Michelle Leonard and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.

My Commission Expires: August 21, 2013

Lindsey Coddington
Notary Public

Lindsey Coddington
Name (Typed or Printed)

Hamilton
County of Residence

EAB AUG 11 2006

J-04-191

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a project known as AUSTIN WOODS ("Facility"), pursuant to a written agreement dated 3/9/06, between the C. P. MORGAN having an office at INDIANAPOLIS, IN ("Owner") and D&D Hunt Inc. having an office at INDIANAPOLIS, IN ("Contractor"), which Facility was described and located as follows:

And NATIONAL WATER WORKS

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facility by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facility, or the Owner, its successors and assigns, for work done on, or equipment or materials furnished in connection with the installation of the Facility. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facility free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facility.

Executed this 31 day of JULY, 2006

NATIONAL WATER WORKS
(Name of Subcontractor or Supplier)

By: Robert C. Johnston

Title: District Manager

STATE OF INDIANA)

COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert C. Johnston and acknowledged that he or she is duly elected and acting as District Manager of National Water Works and is authorized to execute this document for and on behalf of National Water Works (Contractor).

Witness my hand and official seal, this 31st day of JULY, 2006

WITNESS my hand and official seal, this 31st day of JULY, 2006

Notary Public

Name (Typed or Printed)

County of Residence

My Commission Expires:

1-13-09

F-7

PAE AUG 11 2006

J-04-191

CONTRACTOR

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as AUTUMN WOODS ("Facilities"), pursuant to a written agreement dated 3/9, 06, between the CP MORLAN, having an office at INDIANAPOLIS, IN (the "Owner") and the undersigned, having an office at SHREVEPORT, IN, which Facilities are, or will be a part of the water transmission and distribution system of Indianapolis Water Company and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work on, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 31 day of JULY, 2006
D+D Hunt Inc
(Name of Contractor)
By: [Signature]
Title: V-Pres

STATE OF INDIANA

COUNTY OF



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David L. Hunt, who stated that he or she is duly elected and acting Vice President of D+D Hunt, was authorized to execute this (title) (Contractor) document for and on behalf of D+D Hunt and did so as his or her voluntary act and deed. (Contractor)

WITNESS by hand and official seal, this 31 day of July, 2006

[Signature]
Notary Public
Heather Ramsey
Name (Typed or Printed)
Shelby
County of Residence

My Commission Expires:

BAR AUG 11 2006

J-04-191

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Autumn Woods ("Facilities"), pursuant to a written agreement dated 7/9/06, between the CP Morgan, having an office at Indianapolis ("Owner") and J. J. H. H. H., having an office at Indianapolis ("Contractor"), which Facilities are described and located as follows:

And, E. J. Prescott

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done on, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall not and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 31 day of July, 2006

E. J. Prescott
(Name of Subcontractor or Supplier)

By: Jeff Bricker

Title: Manager

STATE OF INDIANA

COUNTY OF

HEATHER RAMSEY
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana, Shelby County
My Commission Expires Apr. 28, 2013

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeff Bricker, who stated that he or she is duly elected and acting Manager of EJ Prescott, was authorized to execute this document for and on behalf of EJ Prescott and did so as his or her voluntary act and deed,

WITNESS by hand and official seal, this 31 day of July, 2006

Heather Ramsey
Notary Public
Heather Ramsey
Name (Typed or Printed)
Shelby
County of Residence

My Commission Expires:

RAE AUG 11 2006

F-7

Archives File # 10150
 Item Number 68

2007036273 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [Book 332 Page 259](#) and [Instrument number 8724563](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Glenarbor, Inc.](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10634](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Marian P. Crooks by Robert W. Crooks poa
Signed

Marian P. Crooks, President
Printed Name and Title

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Marian P. Crooks who is the President of Glenarbor, Inc. who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

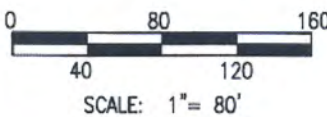
Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth I. Beering
Printed: Elizabeth I. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

 SCALE: 1" = 80' EXHIBIT "A" WATER MAIN EASEMENT 											
This plot was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.											
INST #8724563 Parcel 1 INST #8724563 Parcel 3 DR 332, PAGE 359 WEST LINE SW 1/4, SE 1/4 N 89°59'35" W 420.01' S 89°59'35" E 185.01' S 89°59'35" E 235.00' SW CORNER SW 1/4, SE 1/4 24-18N-5E 136th STREET INST #8724563 Parcel 2											
LEGEND ① N 00°00'00" E 16.50' ② N 00°00'00" E 20.00' ③ S 00°00'10" W 20.00'											
DESCRIPTION A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER WITH THE NORTH BOUNDARY OF 136TH STREET, BEING NORTH 00°00'00" EAST 16.5 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°59'35" EAST 235.00 FEET ALONG SAID NORTH BOUNDARY TO THE EAST LINE OF THE GRANTORS' LAND; THENCE NORTH 00°00'00" EAST 20.00 FEET ALONG SAID EAST LINE; THENCE NORTH 89°59'35" WEST 420.01 FEET TO THE WEST LINE OF THE GRANTORS' LAND; THENCE SOUTH 00°00'10" WEST 20.00 FEET ALONG SAID WEST LINE TO SAID NORTH BOUNDARY; THENCE SOUTH 89°59'35" EAST 185.01 FEET ALONG SAID NORTH BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 0.193 ACRES (8,400 SQUARE FEET), MORE OR LESS.											
<i>Kenneth Gregory Garrison</i> Kenneth Gregory Garrison, LS No. 29300014, State of Indiana		3/8/2007 DATE Sheet 1 of 1									
BURGESS & NIPLE, INC. 251 N. ILLINOIS STREET CAPITAL CENTER SUITE 920 INDIANAPOLIS, IN 46204 317-237-2760											
Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1200 Waterway Blvd., P.O. Box 1280, Indianapolis, Indiana 46206		WATER MAIN EASEMENT									
136TH STREET		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: x-small;">PROJECT NO.</td> <td style="width: 50%; font-size: x-small;">SHEAP NO.</td> </tr> <tr> <td style="font-size: x-small;">APPROVED BY:</td> <td style="font-size: x-small;">DRAWING NO.</td> </tr> <tr> <td style="font-size: x-small;">DATE:</td> <td style="font-size: x-small;">DRAWING NO.</td> </tr> <tr> <td style="font-size: x-small;">07/18/06</td> <td style="font-size: x-small;">D-10634</td> </tr> </table>		PROJECT NO.	SHEAP NO.	APPROVED BY:	DRAWING NO.	DATE:	DRAWING NO.	07/18/06	D-10634
PROJECT NO.	SHEAP NO.										
APPROVED BY:	DRAWING NO.										
DATE:	DRAWING NO.										
07/18/06	D-10634										

**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150
Item Number 68

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

SLATER RIDGE 2

(Project Name)

NE GRAY RD & 1169TH ST

NOBLESVILLE, IN

(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 82,600.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Douglas B. Wagner
Signature

7-20-06
Date

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of July 2006, personally appeared Douglas B. Wagner and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



My Commission Expires: Sept 17, 2009

Barbie New
Notary Public

Barbie New
Name (Typed or Printed)

Hamilton
County of Residence

**Contractor
RELEASE OF LIENS**

Whereas, the undersigned contractor has installed or furnished labor, materials and or equipment for the installation of water mains and appurtenances in the connection with a Project known as Slater Ridge Section 2 ("Facilities") pursuant to a written agreement dated May 25, 2006, between the Precedent Residential Development, having an office at 9339 Priority Way West Dr. Suite 200, Indianapolis, In 46240 (the "Owner") and the undersigned, having an office at 16100 Allisonville Rd Noblesville, In 46060, which Facilities are, or will be a part of the water transmission and distribution systems of the Indianapolis Water Company.

Are located as follows:

Slater Ridge Section 2

Hamilton County

E. 169th St and Gray Rd

City of Noblesville

Whereas, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials, or equipment by it in connection with said installation;

Now, Therefore, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledges, releases any and all liens, claims, and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work on, or equipment or material is furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successor and assigns shall and may hold, use and enjoy the Facilities free can clear of all liens, claims and demands that may be asserted by the undersigned, its successor or assigns.

Executed this 11th day of July, 2006.

Infrastructure Contractors, Inc.
(Name of Contractor)

By: James R. Johnson

Title: James R. Johnson, General Manager

State of Indiana)

) SS:

County of Hamilton)

Before me, the undersigned, a Notary Public in and for said County and State, personally appear James R. Johnson, who stated that he or she is duly elected and acting General Manager of Infrastructure Contractors, Inc., was authorized to execute this document for and on behalf of Infrastructure Contractors, Inc., and did so as his or her voluntary act and deed.

Witness by hand and official seal, this 11th day of July 2006.

James Ryan Johnson
Notary Public

James Ryan Johnson

Name (Typed or Printed)

Hamilton

County of Residence

My Commission Expires:
July 23, 2009

SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a project known as SLATER RIDGE SECTION 2 (" Facilities"), pursuant to a written agreement dated MAY 25, 2006, between PRECEDENT RESIDENTIAL DEVELOPMENT, having an office at 9339 PRIORITY WAY WEST DRIVE, SUITE 200, INDIANAPOLIS, IN 46240 (the "Contractor/Developer") and the undersigned, having an office at 16100 Allisonville Road, Noblesville, IN 46060,

which Facilities are described and located as follows:

SLATER RIDGE SECTION 2

HAMILTON COUNTY

E 168TH STREET

CITY OF NOBLESVILLE

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installations;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all lines, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 11th day of July, 2006

HUGHES SUPPLY

(Name of Subcontractor or Supplier)

By: Richard L. Hacker

Title: Agent for Hughes Supply

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Hacker, who stated that he or she is duly elected and acting Agent of Hughes, was authorized to execute this document for and on behalf of Hughes, and did so on his or her (Title) (Supplier) (Supplier)

voluntary act and deed.

WITNESS by hand and official seal, this 11th day of July 2006

Pamela G. Whaley
Notary Public

Pamela G. Whaley
Name (Typed or Printed)

Marion
County of Residence

My Commission Expires:

3/8/2008

Archives File # 10150Item Number 67

2007036274 EASE \$22.00
 06/28/2007 01:12:50P 6 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

22.00
 (6)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [Book 257 Page 139](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Robert W. Crooks and Marion P. Crooks](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10636 & D-10637](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks
Robert W. Crooks

Marion P. Crooks by Robert W. Crooks
Marion P. Crooks

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks and Marion P. Crooks who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

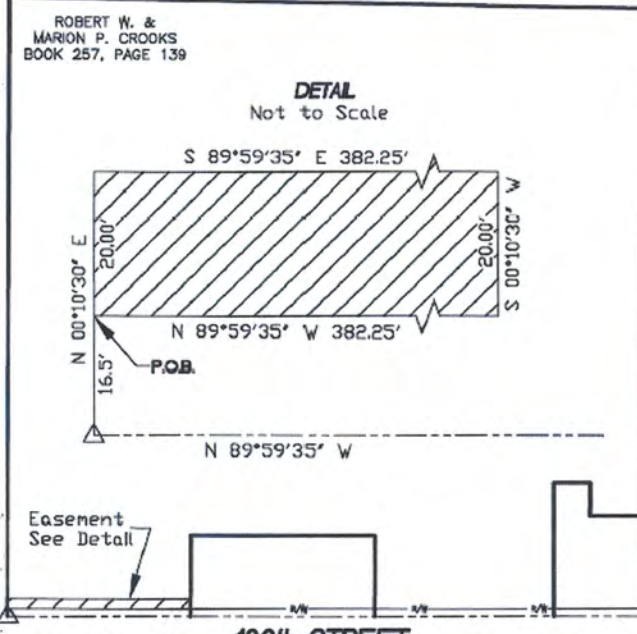
Witness my hand and Notarial Seal this 23 day of May, 2007.

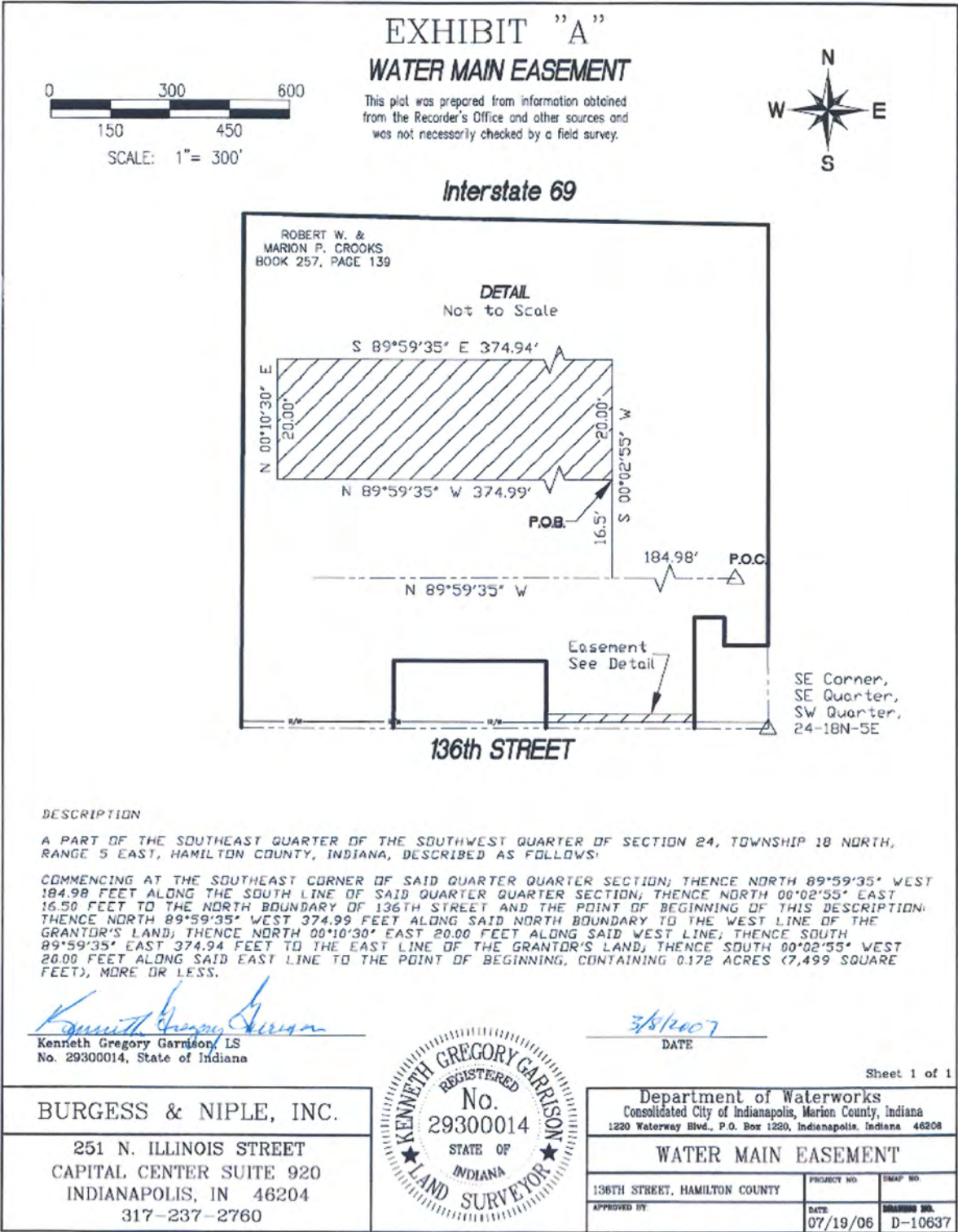
I am a resident of Madison
County, Indiana, and my
Commission expires:

Nov 16, 2008.

Signed: Elizabeth A. Beering
Printed: Elizabeth A. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

EXHIBIT "A" WATER MAIN EASEMENT This plat was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.											
 SCALE: 1" = 300'	Interstate 69										
ROBERT W. & MARION P. CROOKS BOOK 257, PAGE 139 DETAIL Not to Scale  136th STREET											
DESCRIPTION A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 24, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER SECTION WITH THE NORTH BOUNDARY OF 136TH STREET, SAID POINT BEING NORTH 00°10'30" EAST 16.50 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE CONTINUING NORTH 00°10'30" EAST 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°59'35" EAST 382.25 FEET TO THE EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 00°10'30" WEST 20.00 FEET ALONG SAID EAST LINE TO SAID NORTH BOUNDARY; THENCE NORTH 89°59'35" WEST 382.25 FEET ALONG SAID NORTH BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 0.176 ACRES (7,645 SQUARE FEET), MORE OR LESS.											
<i>Kenneth Gregory Garrison</i> Kenneth Gregory Garrison, LS No. 29300014, State of Indiana	3/8/2007 DATE										
Sheet 1 of 1											
BURGESS & NIPLE, INC. 251 N. ILLINOIS STREET CAPITAL CENTER SUITE 920 INDIANAPOLIS, IN 46204 317-237-2760	KENNETH GREGORY GARRISON REGISTERED No. 29300014 STATE OF INDIANA LAND SURVEYOR Department of Waterworks Consolidated City of Indianapolis, Marion County, Indiana 1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206 WATER MAIN EASEMENT <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 50%;">136TH STREET, HAMILTON COUNTY</td> <td style="width: 25%;">PROJECT NO.</td> <td style="width: 25%;">MAP NO.</td> </tr> <tr> <td>APPROVED BY:</td> <td>DATE:</td> <td>DRAWING NO.</td> </tr> <tr> <td></td> <td>07/19/06</td> <td>D-10636</td> </tr> </table>		136TH STREET, HAMILTON COUNTY	PROJECT NO.	MAP NO.	APPROVED BY:	DATE:	DRAWING NO.		07/19/06	D-10636
136TH STREET, HAMILTON COUNTY	PROJECT NO.	MAP NO.									
APPROVED BY:	DATE:	DRAWING NO.									
	07/19/06	D-10636									



**TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS**

Archives File # 10150Item Number 67

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVEYANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

FOX HOLLOW @ GREAT SECT. 5.
(Project Name)
NW CORNER OF 96th ST & OLIO RD. FISHERS
(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ 165,500.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

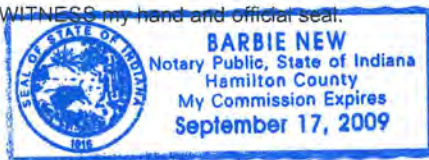
Douglas B. Wagner
Signature

7-20-06
Date

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of July 2006, personally appeared Douglas B. Wagner and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Barbie New
Notary Public

Barbie New
Name (Typed or Printed)

Hamilton
County of Residence

My Commission Expires: Sept 17, 2009

Contractor
RELEASE OF LIENS

Whereas, the undersigned contractor has installed or furnished labor, materials and or equipment for the installation of water mains and appurtenances in the connection with a Project known as Fox Hollow Section 5 ("Facilities") pursuant to a written agreement dated April 5, 2006 between the Precedent Residential Development, having an office at 9339 Priority Way West Drive, Suite 100, Indianapolis, IN 46240 (the "Owner") and the undersigned, having an office at 16100 Allisonville Rd Noblesville, In 46060, which Facilities are, or will be a part of the water transmission and distribution systems of the Indianapolis Water Company.

Are located as follows:

Fox Hollow Section 5

Hamilton County

96th St and Ohio Rd

Town of Fishers

Whereas, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials, or equipment by it in connection with said installation;

Now, Therefore, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledges, releases any and all liens, claims, and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work on, or equipment or material is furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successor and assigns shall and may hold, use and enjoy the Facilities free can clear of all liens, claims and demands that may be asserted by the undersigned, its successor or assigns.

Executed this 10th day of July, 2006.

Infrastructure Contractors, Inc.
 (Name of Contractor)

By: James R. Johnson

Title: James R. Johnson, General Manager

State of Indiana)

) SS:

County of Hamilton)

Before me, the undersigned, a Notary Public in and for said County and State, personally appear James R. Johnson, who stated that he or she is duly elected and acting General Manager of Infrastructure Contractors, Inc., was authorized to execute this document for and on behalf of Infrastructure Contractors, Inc., and did so as his or her voluntary act and deed.

Witness by hand and official seal, this 10th day of July, 2006.

James Ryan Johnson
 Notary Public
 Name (Typed or Printed)

Hamilton

County of Residence

My Commission Expires: July 23, 2009

SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a project known as FOX HOLLOW SECTION 5 ("Facilities"), pursuant to a written agreement dated APRIL 5, 2006, between PRECEDENT RESIDENTIAL DEVELOPMENT, having an office at 9339 PRIORITY WAY WEST DRIVE, SUITE 200, INDIANAPOLIS, IN 46240 (the "Contractor/Developer") and the undersigned, having an office at 16100 Allisonville Road, Noblesville, IN 46060,

which Facilities are described and located as follows:

FOX HOLLOW SECTION 5

HAMILTON COUNTY

96TH ST. AND OLIO ROAD

TOWN OF FISHERS

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installations;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all lines, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done, or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 1TH day of July, 2006

HUGHES SUPPLY

(Name of Subcontractor or Supplier)

By

Title

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Hocker, who stated that he or she is duly elected and acting Agent of Hughes was authorized to execute this document for and on behalf of Hughes and did so on his or her (Title) (Supplier) (Supplier)

voluntary act and deed.

WITNESS by hand and official seal, this 1TH day of July, 2006

Pamela G. Whaley
Notary Public

Pamela G. Whaley
Name (Typed or Printed)

Marion
County of Residence

My Commission Expires:

3/8/2008

Archives File #	<u>10158</u>
Item Number	<u>66</u>

2007036275 EASE \$20.00
 06/28/2007 01:12:50P 5 PGS
 Jennifer J Hayden
 HAMILTON County Recorder IN
 Recorded as Presented

20.00
 (5)

Cross Reference

This easement encumbers real estate that does not lie within a subdivision which is recorded as instrument number [Book 257 Page 141](#) and [Instrument # 9025717](#) and affected by [Instrument #2003100057888](#) in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, [Robert W. Crooks and Marion P. Crooks](#), (hereinafter "Grantor"), for themselves and their grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual non-exclusive easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair an underground water main or line and its necessary appurtenances, including fire hydrants, in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is depicted and described in attached Exhibit A (which is a print of Grantee's Drawing No. [D-10638](#)), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A is incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, such use however will be limited to twenty five (25) additional feet, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, (4) for adjacent property owners, who have frontage on the installed water main, and who are able to connect at a right angle to it, by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, to make connection between the installed main and the adjacent property owner's premises, and (5) to use temporarily for initial construction, installation, and restoration additional space where necessary and available which is attached hereto such use however will be limited to twenty five (25) additional feet. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is possible, but it shall have no duty to restore an area of the Easement Real Estate disturbed by adjacent property owners, their contractors, plumbers, employees, agents, or others, in connecting the premises of the adjacent property owners by water service pipes to the water main or line installed in the Easement Real

Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee will require that contractors, plumbers, employees, agents, or others who may perform these connections maintain appropriate licenses, bonds, and insurance. Where excavating occurs within the easement provided, the top one (1) foot of topsoil shall be separated from the excavated soil. When backfilling the excavated trench, such separated topsoil shall be placed on the top of the backfilled trench.

Grantors reserve the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement, including granting additional easements to others. Grantors herein covenants for themselves and for their grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches.

The Grantors represent and certifies that they are the owners of the Easement Real Estate and have the legal authority to grant this easement; they guarantee the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this

23rd day of May, 2007.

Robert W. Crooks
Robert W. Crooks

Marion P. Crooks by Robert W. Crooks poa
Marion P. Crooks

Social Security Number Certification (Required by IC 36-2-11-15)

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

Robert W. Crooks

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert W. Crooks and Marion P. Crooks who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within his/her authority.

Witness my hand and Notarial Seal this 23 day of May, 2007.

I am a resident of Madison
County, Indiana, and my
Commission expires:
Nov 16, 2008

Signed: Elizabeth I. Beering
Printed: Elizabeth I. Beering
(Notary Public)

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

