

**HEBRON TOWN COUNCIL
MINUTES OF JUNE 16, 2026
MEETING WAS RECORDED**

The Hebron Town Council meeting of June 16, 2026, was called to order at 7:21 p.m. by President John Spinks, Jr. In attendance were Council Members, Mike Wallace, Sondra Reis, Jonathan Peceny, and John Spinks, Jr.; Town Marshall Josh Noel; Park Board President Linda Brebner; Clerk-Treasurer Jamie Uzelac and Bob Gertzen of Utility Services. All attendees appeared in person at Assembly Hall. Councilman Albright, Attorney Galvan, Building Commissioner Ladwig; and a Representative from the Fire Department were not in attendance.

Following the Pledge of Allegiance, the following business was conducted.

Approval of agenda – President Spinks noted that the Chamber and School Representative will be moved to the top of the agenda. On motion of Councilwoman Reis, seconded by Councilman Wallace, and duly carried 4-0, the amended agenda was approved.

Public Comments – President Spinks read the following Public Comment Statement.

The Town Council would like to let everyone know that the agenda for our meetings is available online on the town website the Friday before we meet to allow citizens to come and speak on topics before a decision is made. This meeting is being recorded and will be made available on the website before our next meeting. To give everyone an opportunity to speak and to get through today's business, please state your name and address before limiting your comments to 3 minutes. Comments will only be allowed during the "Public Comment" sections of this meeting directly after this statement is read.

President Spinks asked three times for public comments and there were no public comments.

Chamber and School Representative - A Representative from the Hebron Chamber of Commerce presented a letter advocating for "responsible growth". The Chamber noted that intentional residential development is necessary to strengthen the tax base, increase school enrollment, support local businesses, maintain regional competitiveness, and allow for long-term strategic planning. It was noted that the Hebron Redevelopment Commission engaged in this matter and that agreed with the Hebron Chamber of Commerce views for "responsible growth". The Council formally accepted the Hebron Chamber of Commerce's letter into the record.

Approval of Minutes

On motion of Councilman Wallace, seconded by Councilman Peceny, and duly carried 4-0, the Council approved the May 12, 2026 Workshop Minutes and May 19, 2026 Town Council Minutes.

Unanimous Consent Vote – Was not used as only four Council Members were present.

Ordinances and Resolutions –

Ordinance 2026-05-19 - 1 – An Ordinance to Revise and Amend the Schedule of Plan Commission and Building Fees to Be Collected by the Town of Hebron, Indiana for Commercial, Industrial, Non-Residential, Residential, Construction and Remodeling to Their Property - First reading of Ordinance 2026-5-19-1 was conducted on May 19, 2026. On motion of Councilwoman Reis, seconded by Councilman Wallace, and duly carried 4-0, Ordinance 2026-05-19-1 was passed and adopted. A copy of Ordinance 2026-05-19-1 is attached hereto and made a part hereof.

Ordinance 2026-06-16 (2025-12-16-3) – Town of Hebron 2026 Salary Ordinance amended 6-16-2026 – First Reading - Reason for change in the Salary Ordinance is to add the GIS Employee salary. On motion of Council President Spinks, seconded by Councilman Wallace, and duly carried 4-0, consideration of Ordinance 2026-06-16 (2025-12-16-3) was tabled until next month.

Old Business – None

New Business

Everyone Counts - President Spinks reported that "Everyone Counts" has asked the Town to host a meeting regarding disability and accessibility. On motion of Councilwoman Reis, seconded by President Spinks, and duly carried 4-0, the Council approved this request.

Letter to Porter County Auditor for the Capital Improvement Plan – President Spinks stated that this letter reflects what the Town has received and spent. Clerk-Treasurer Uzelac stated that the letter needs to be returned by July 1st. On motion of Councilman Wallace to approve the letter, seconded by Councilman Peceny, duly carried 3-1 (President Spinks voted nay.)

Out of Town Function Requests – Clerk-Treasurer Uzelac request for Out-of-Town Function for attendance at ILMCT Conference, July 14 and 15, using her personal vehicle mileage, and registration fee of \$450.00 was approved on motion of Councilwoman Reis, seconded by Councilman Peceny, and duly carried 4-0.

Out of Function Request – Brett Galvan – Following a discussion by the Council, on motion of Councilwoman Reis, seconded by Councilman Peceny, and duly carried 4-0, this request was tabled until the July meeting.

Dave Ramsey, 801 W. Wilson Street – Clerk-Treasurer stated that Mr. Ramsey was supposed to be in attendance.

Website – Civic Plus invoice, President Spinks stated this is for transferring the old platform to the new. On motion of Councilwoman Reis, seconded by Councilman Peceny, and duly carried 4-0, approved to go ahead with the migration of the town website to a new platform to ensure service continuity.

Council Recording Secretary – On motion of Councilwoman Reis, seconded by Councilman Peceny, and duly carried 4-0, this matter was tabled until the July meeting. President Spinks asked if anyone did changes to the proposed job description. There were no comments.

DEPARTMENT REPORTS

Fire Department – No report.

Police Report – Marshall Noel read the Department's Report which is attached hereto and made a part hereof.

HRC – No report.

Parks Department – President Linda Brebner thanked Dustin and Bill for doing an amazing job securing the stagecoach and because of their excellent job, the stagecoach will be in the 4th of July parade. She noted they have almost completed the list of things that needed to be done at the Stagecoach Inn and merry-go-round is back at Alyea Park.

4th of July – Linda Brebner reported that the community donations have been fantastic and due to these donations, the Committee can make the final payment on the fireworks.

Building Department – Building Commission Ladwig stated that 111 permits have been issued for Park Ridge.

Public Works – Utility Services' report is attached to these minutes and entitled Report of Operations for Town of Hebron.

There was a discussion regarding potholes and needed repairs.

Storm Water – No Report

Budget Meeting – President Spinks noted that there is a budget meeting scheduled for June 17, 2026.

DOCKET

President Spinks read the Town Council Docket totals for June 16, 2026: Total \$782,655.53, Transfers \$96,995.53, and Net \$685,660.00. On motion of Councilwoman

Reis, seconded by Councilman Peceny, and duly carried 4-0, the docket was approved as presented.

There being no further business before the Council, on motion Councilwoman Reis, seconded by Councilman Wallace, and duly carried 4-0., the meeting was adjourned.

Respectfully submitted,

Jamie Uzelac, Clerk-Treasurer

Approved:

John Spinks, Jr., President

DISBURSEMENTS

06/16/26

	#	TOTAL	(-)TRANFERS	=NET
General	1101	74365.67	0.00	74365.67
MVH	2201	2045.27	0.00	2045.27
LRS	2202	0.00	0.00	0.00
MVH RESTRICTED	2203	0.00	0.00	0.00
LECE	2228	343.37	0.00	343.37
RIVERBOAT	2235	0.00	0.00	0.00
RAINY DAY	2236	0.00	0.00	0.00
OPIOID UNREST	2256	0.00	0.00	0.00
HRC GIFT	2301	0.00	0.00	0.00
PARK GIFT	2304	0.00	0.00	0.00
4TH OF JULY FUND	2305	8487.00	0.00	8487.00
POLICE K9	2307	0.00	0.00	0.00
POLICE GIFT	2308	0.00	0.00	0.00
VETERANS BANNER FUN	2309	0.00	0.00	0.00
CCMG	2402	496459.57	0.00	496459.57
POLICE OPO GRANT	2403	0.00	0.00	0.00
PC SUB ABUSE GRANT	2404	0.00	0.00	0.00
OCRA CBG COVID GRAN	2406	0.00	0.00	0.00
OCRA CDBG WW COLL	2407	0.00	0.00	0.00
IN BODY CAMERA GRAN	2408	0.00	0.00	0.00
OCRA COMP GRANT	2409	0.00	0.00	0.00
IDHS GRANT	2410	0.00	0.00	0.00
POLICE ASSET FORFEIT	2500	0.00	0.00	0.00
LEAF & LIMB	2501	564.96	0.00	564.96
CHIRP	2502	1742.30	0.00	1742.30
ARP	2503	0.00	0.00	0.00
CCI	4401	2110.65	0.00	2110.65
CCD	4402	0.00	0.00	0.00
TIF	4406	19701.47	0.00	19701.47
TIF #20 Park Ridge	4407	0.00	0.00	0.00
POL EQUIP FUND	4409	4100.52	0.00	4100.52
Lit	4436	26686.68	0.00	26686.68
DEBT SERVICE RESERVE	6105	0.00	0.00	0.00
2023 Snake Flats Wtr Project	6106	0.00	0.00	0.00
WTR B&I 2019	6108	0.00	0.00	0.00
WW B & I 2005	6202	0.00	0.00	0.00
WW Coll imp Retainage	6204	0.00	0.00	0.00
WW BOND & INT 19	6207	0.00	0.00	0.00
Stormwater	6501	31335.09	10059.17	21275.92
Sw Bond & Interest	6502	0.00	0.00	0.00
SW DEBT RESERVE	6505	0.00	0.00	0.00
GARBAGE	6604	27776.62	0.00	27776.62
PAYROLL	8901	86936.36	86936.36	0.00
TOTALS		782,655.53	96,995.53	685,660.00



Supporting local business
Loving our small town
Pursuing a bright future for Hebron

Dear President and Members of the Town Council,

On behalf of the Hebron Chamber of Commerce and our local business community, we are writing to formally express our strong support for the responsible expansion of residential subdivisions and neighborhoods within our town limits.

Hebron is a community defined by its deep roots and unique character. We deeply value the small-town charm that makes our community special, and we believe preserving that character requires a commitment to intentional growth. By embracing thoughtful development today, we ensure our town remains a thriving home for future generations. To honor our history, we must build a future that allows our children to stay, work, and raise their own families here in Hebron.

The Chamber believes that increasing our housing inventory is essential for the following reasons:

1. Strengthening the Municipal Tax Base

New residential developments provide a broader tax base, which distributes the cost of infrastructure, public safety, and road maintenance across more households. In an era of rising costs, a growing community ensures that the financial burden of investing in Hebron's future is shared fairly among a larger population, rather than falling increasingly on current residents and small business owners.

2. Ensuring School District Vitality

The future of our community is deeply connected to the future of our schools. Over the last decade, our district has experienced declining enrollment, underscoring the importance of attracting and retaining young families who want to call our community home. By building new neighborhoods, we create opportunities for families to put down roots in Hebron, helping to fill our classrooms, secure vital state funding, and protect the long-term vitality and independence of the MSD of Boone Township.

3. Supporting Local Business and Economic Development

New residents create demand for local shops, restaurants, and services. A growing population makes Hebron more attractive to entrepreneurs and established businesses alike, leading to job creation, new amenities, and a stronger local economy. Growth is not about becoming something we're not; it's about creating opportunities so future generations can choose Hebron as the place they live, work, and raise their families.

4. Maintaining Regional Competitiveness

Northwest Indiana continues to experience growth, with neighboring communities investing in housing, businesses, and amenities that attract new residents and employers. Hebron has an opportunity to thoughtfully position itself for the future while preserving the values and character that make our town special.

Choosing intentional growth is not about competing to become the biggest community in the region. It is about ensuring that Hebron remains a place where people want to live, businesses want to invest, and future generations can thrive. Responsible growth allows us to preserve our small-town charm while remaining a vibrant and relevant community as neighboring communities continue to develop and expand.

5. Planning for Tomorrow, Today

Thoughtful growth gives Hebron the opportunity to shape its future rather than react to challenges as they arise. By planning for growth now, we can make intentional decisions that reflect our values and preserve the character that makes our community special.

The choices we make today will determine the opportunities available to future generations. We believe Hebron is strongest when it leads with vision, embraces thoughtful progress, and remains committed to preserving the character and sense of community that make our town special.

Conclusion

The Hebron Chamber of Commerce firmly believes that responsible residential growth is essential to the long-term health and vitality of our community. We are not advocating for growth at the expense of our identity. Rather, we believe intentional growth is one of the most important ways we can preserve what makes Hebron special while creating new opportunities for those who call our community home.

We respectfully encourage the Town Council to continue supporting residential developments that expand housing opportunities, strengthen our local economy, and position Hebron for lasting success. By embracing intentional growth today, we can preserve our small-town charm, create new opportunities for residents and businesses, and ensure that Hebron remains a vibrant and relevant community for generations to come.

We look forward to partnering with you as we work together to pursue intentional growth and build a bright future for Hebron.

Sincerely,

The Hebron Chamber of Commerce

G Dale Tuck, J. Dale Tuck Chamber Board Member, Anytime Fitness Owner

Jena Felten, J. Felten Chamber President, School Board

Danielle Roerka Hoff, Danielle Roerka Hoff Chamber Vice President, Salon 61

Rich Brewer, Rich Brewer Chamber Treasurer

Amanda Baker, Amanda Baker Chamber Board Member, Agent Donnelly Agency WFP/MSU

Jeff Burt, Jeff Burt Superintendent MSD of Boone Township

Mike Raul, Mike Raul President Hebron Redevelopment Commission

Jenny Wallace, Jenny Wallace Secretary Hebron Redevelopment Commission

Don Ensign, Don Ensign Vice President HRC

ORDINANCE NO. 2026-05-19- 1
(Amending and Revising Chapter 156: Zoning, Section 156.004, Figure 10)

AN ORDINANCE TO REVISE AND AMEND THE SCHEDULE OF PLAN COMMISSION AND BUILDING FEES TO BE COLLECTED BY THE TOWN OF HEBRON, INDIANA FOR COMMERCIAL, INDUSTRIAL, NON-RESIDENTIAL, RESIDENTIAL CONSTRUCTION AND REMODELING TO THEIR PROPERTY.

WHEREAS, The Town of Hebron, Indiana (the "Town") has heretofore established a schedule of fees for Improvement Location Permits;

WHEREAS, the Town Council of the Town of Hebron (the "Council"), has been advised that corrections, updates and changes need to be made to Improvement Location Permit Fees;

WHEREAS, after considering the amending and revision of said fees, the Hebron Plan Commission has given a favorable recommendation to the Town Council; and

WHEREAS, the Council, having reviewed the favorable recommendation has determined it is appropriate, advisable, and in the best interest of the residents of the Town of Hebron to amend Chapter 156: Zoning, Section 156.004, Figure 10;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HEBRON, INDIANA THAT CHAPTER 156: ZONING, SECTION 156.004, FIGURE 10 OF THE HEBRON MUNICIPAL CODE BE AMENDED AND REVISED TO READ AND INCLUDE THE ATTACHED TABLE FIGURE 10, CONSISTING OF 12 PAGES.

Figure 10.

Residential New Construction Permit Fees
Single Family and Two Family
Fees Include Square Footage for Living area, Bonus room,
Attached Garages, Decks, and Porches.

Base Fee	\$800.00 plus \$0.25 per sq. ft.
Driveway	\$150.00 plus \$0.25 per sq. ft.
Electrical	\$220.00
Mechanical	\$220.00
Plumbing	\$220.00 plus \$4.00 per fixture
Inspections	\$350.00
Certificate of Occupancy	\$75.00
Plan Review	\$100.00
Water Tap	\$2,400.00
System Development	\$1,369.00
Sewer Tap	\$775.00
System Development	\$2,170.00
Stormwater Tap	\$200.00
Water, Sewer, Storm Inspections	\$75.00

Residential Single-Family Room Additions

Base Fee	\$300.00
Electrical	\$150.00
Mechanical	\$150.00
Plumbing	\$150.00 plus \$4.00 per fixture
Inspections	\$25.00 per inspection
Certificate of Occupancy	\$75.00

Residential Single-Family Interior Remodel
Does not include Electrical, Plumbing, HVAC

Basement remodel	\$250.00
Bathroom	\$250.00
Kitchen	\$300.00
Sunroom	\$150.00

Residential Multi-Family New Construction Permit Fees
Fees Include Square Footage for Living Area, Bonus Room,
Attached Garages, Decks and Porches

Base Fee	\$600.00 per unit, plus \$0.25 per sq. ft.
Driveway	\$150.00 plus \$0.25 per sq. ft.
Electrical	\$220.00 1 st . unit, plus \$100. Ea. additional unit
Mechanical	\$220.00 1 st . unit, plus \$100.00 ea. additional unit.
Plumbing	\$220.00 1 st . unit plus \$100.00 ea. additional unit, and \$4.00 per fixture
Inspections	\$25.00 per inspection
Certificate of Occupancy	\$75.00
Plan Review	\$250.00
Water Tap	\$2,400.00
System Development	\$1,369.00
Sewer Tap	\$775.00
System Development	\$2,170.00
Stormwater Tap	\$200.00
Water, Sewer, Storm-Inspections	\$75.00

Residential Multi-Family Room Additions

Base Fee	\$400.00 per unit, plus \$0.25 per sq. ft.
Electrical	\$100.00 per unit
Mechanical	\$100.00 per unit
Plumbing	\$100.00 per unit plus \$4.00 per fixture
Inspections	\$25.00 per inspection
Certificate of Occupancy	\$75.00

Residential Multi-Family Interior Remodel

Base Fee	\$250.00 per unit, plus \$0.15 per sq. ft.
Electrical	\$100.00 per unit
Mechanical	\$100.00 per unit
Plumbing	\$100.00 per unit
Inspections	\$25.00 per inspection

<i>Residential Manufactured Home (Mobile Home)</i>	
New Home	\$400.00 includes electrical
Electric hook-up	\$100.00
Reroof	\$50.00

<i>Contractor License Application Fee</i> <i>License will be in effect from January 1st. or date of issuance to December 31st. of the year applied for.</i>	
New Contractors License	\$150.00
Annual Renewal	\$75.00

<i>Inspections</i> <i>Each Inspection Charged Separately</i>	
Inspections	\$25.00 per inspection
Reinspections	\$50.00 per inspection

<i>Certificate of Occupancy</i>	
Certificate	\$75.00
Temporary certificate	\$50.00 good for 60 days.

Figure 10. Improvement Location Permit Fees

Residential Single-Family	
Asphalt paving driveway	\$100.00
Asphalt repaving (same size)	\$50.00
Chickens (subject to requirements)	\$50.00
Curb (remove & replace)	\$200.00
Curb cut grinding	\$50.00
Deck open framed	\$150.00
Deck enclosed	\$200.00
Demolition (building or structures)	\$100.00
Driveway concrete	\$100.00
Driveway gravel	\$50.00
Driveway expansion	\$25.00
Drywall	\$25.00
Foundation repair	\$50.00
Insulation	\$25.00
Patio concrete	\$75.00
Porch open framed	\$150.00
Porch enclosed	\$200.00
Roofing	\$100.00
Roofing (Mobile home)	\$50.00
Roof repair	\$25.00
Roof sheathing (remove & replace)	\$75.00
Structural changes	\$100.00
Waterproofing / Drain tile	\$25.00
Zoning permit	\$50.00

***Residential Accessory Buildings, Structures and Garages
Does not include Electrical, Plumbing, HVAC***

Attached garage up to 1200 sq. ft.	\$150.00
Detached garage up to 1200 sq. ft.	\$125.00
1201 sq. ft. to 2,399 sq. ft.	\$150.00
2400 sq. ft. and larger	\$200.00
Carport	\$50.00
Fence	\$100.00
Shed	\$75.00

***Residential Accessory Buildings and Structures
Remodels, Alterations and Repairs
Does not include Electrical, Plumbing, HVAC***

Interior	\$125.00
Exterior	\$125.00

Swimming Pools

Inground Pool	\$175.00
Aboveground Pool	\$125.00
Pool fence	\$50.00
Electrical (filter, lights)	\$50.00 separate permit required
Mechanical (heater)	\$50.00 separate permit required

Temporary Use

Special Event	\$50.00 per day
Construction office trailer	\$100.00 good for 6 months.
Construction storage trailer	\$100.00 good for 6 months.
Sign on private property	No fee, subject to requirements.
Solicitors	\$20.00, subject to requirements.

Residential Electrical

New construction	\$220.00
Temporary service	\$75.00
New service	\$150.00
Remodels	\$150.00
Room addition	\$150.00
Garage	\$50.00
Generator	\$100.00
Swimming pools	\$50.00
Solar energy system	\$200.00
Meter reset	\$50.00

Residential Plumbing

New construction	\$220.00 plus \$4.00 per fixture
Hot water tank	\$50.00
Lawn sprinkler	\$50.00 must have back-flow device.
Remodels	\$150.00
Room addition	\$150.00
R&R drain lines	\$75.00
R&R water lines	\$75.00
R&R sewer line	\$75.00

Residential Mechanical

New construction	\$220.00
R&R furnace & air conditioner	\$150.00 single unit \$100.00
Remodels	\$150.00
Room addition	\$150.00
Garage	\$50.00

**Commercial, Industrial, and Non-residential uses
New Construction Permit Fees**

Base Fee	\$1,000.00 plus \$0.25 per sq. ft.
Parking Lot	\$450.00
Curb Cut	\$200.00
Electrical	\$320.00
Mechanical	\$320.00
Plumbing	\$320.00 plus \$4.00 per fixture
Inspections	\$0.00 \$35.00 per inspection
Certificate of Occupancy	\$125.00
Plan Review	\$200.00
Water Tap	\$2,400.00
System Development	\$1,369.00
Sewer Tap	\$775.00
System Development	\$2,170.00
Stormwater Tap Commercial	\$250.00 Industrial \$300.00
Water, Sewer, Storm Inspections	\$75.00

Commercial Building Additions

Base Fee	\$600.00, plus \$0.25 per sq. ft.
Parking Lot Expansion	\$250.00
Curb Cut	\$200.00
Electrical	\$250.00
Mechanical	\$250.00
Plumbing	\$250.00 plus \$4.00 per fixture
Inspections	\$0.00 \$35.00 per inspection
Certificate of Occupancy	\$125.00
Plan Review	\$200.00

<i>Commercial Remodels, Alterations, Repairs</i>	
Base Fee	\$400.00
Electrical	\$200.00
Mechanical	\$200.00
Plumbing	\$200.00 plus \$4.00 per fixture
Inspections	\$0.00 \$35.00 per inspection
Certificate of Occupancy	\$125.00
Plan Review	\$200.00

<i>Mini warehouse New Construction and Additions</i>	
Base Fee	\$600.00 plus \$0.25 per sq. ft.
Parking Lot	\$450.00
Curb Cut	\$200.00
Electrical	\$300.00
Mechanical	\$300.00
Plumbing	\$300.00
Inspections	\$0.00 \$35.00 per inspection
Certificate of Occupancy	\$125.00
Plan Review	\$200.00
Water Tap	\$2,400.00
System Development	\$1,369.00
Sewer Tap	\$775.00
System Development	\$2,170.00
Stormwater Tap	\$250.00
Water, Sewer, Storm Inspections	\$75.00

Figure 10; Improvement location permit fees.

Commercial, Industrial Permit Fees	
Asphalt repaving (same size)	\$75.00
Concrete flatwork	\$75.00
Curb remove & replace	\$200.00
Curb cut grinding	\$50.00
Demolition (building or structure)	\$200.00
Parking lot (expansion)	\$450.00
Parking lot paving	\$450.00
Reroof	\$250.00
Roof repair	\$50.00
Roof sheathing (remove & replace)	\$125.00
Zoning permit	\$125.00

Commercial, Industrial Accessory Buildings and Structures Does not include Electrical, Plumbing, HVAC	
Attached garage, up to 1200 sq. ft.	\$175.00
Detached garage, up to 1200 sq. ft.	\$150.00
1201 sq. ft. to 2399 sq. ft.	\$200.00
2400 sq. ft. and larger	\$250.00
Carports (per 5 slips)	\$100.00
Fence	\$150.00
Shed - up to 192 sq. ft.	\$125.00

Contractor License Application Fee.
**License will be in effect from January 1st. or date of issuance to
 December 31st. of year applied for.**

Initial license	\$125.00
Renewal	\$75.00

Inspections
Each Inspection Charged Separately.

Inspections	\$35.00 per inspection
Reinspections	\$70.00 per inspection

Certificate of Occupancy

Certificate	\$125.00
Temporary certificate	\$ 75.00 good for 60 days.

Temporary Use

Special Event	\$50.00 per day
Construction office trailer	\$100.00 good for 6 months.
Construction storage trailer	\$100.00 good for 6 months.
Sign on private property	No fee, subject to requirements.

Fire Suppression Systems

Fire sprinkler system Require State Design Release	\$200.00 plus \$1.00 per sprinkler head
Fire hood systems Require State Design release	\$150.00 per system

Commercial, Industrial Signs
Includes electrical

Ground monument	\$300.00	subject to requirements
Wall mount	\$100.00	
Modifications to existing sign	\$50.00	

Commercial, Industrial Solar Systems

Solar energy conversion system	\$600.00	large
Solar energy conversion system	\$200.00	small

Underground Bores or Pushes

Bores	\$50.00	ea.
Pushes	\$50.00	ea.
Curb Cut remove & replace	\$200.00	

Commercial, Industrial Electrical	
New construction	\$320.00
Temporary service	\$50.00
New service (upgrade)	\$225.00
Remodels	\$250.00
Repairs	\$100.00
Addition	\$250.00
Garage	\$150.00
Generator	\$150.00 each unit
Sign hook-up	\$50.00
Meter reset	\$50.00
Tower antennas	\$100.00 each antenna

Commercial, Industrial Plumbing	
New construction	\$320.00
Hot water tank	\$75.00
Lawn sprinkler	\$75.00
Backflow preventer	\$50.00
Remodels	\$250.00
Repairs	\$100.00
Addition	\$250.00

Commercial, Industrial Mechanical	
New construction	\$320.00
Commercial exhaust fans	\$100.00
R&R furnace & air conditioner	\$175.00 1 unit, \$75.00 each add. unit
Remodels	\$250.00
Additions	\$250.00

Section 2. All prior ordinances or parts thereof, inconsistent with any provisions of this Ordinance are hereby repealed, to the extent of each inconsistency only, as of the effective date of this Ordinance.

Section 3. This Ordinance shall be in full force and effect, from and after, the date of its passage, adoption and such publication as required by law.

Adopted by the Hebron Town Council this 19th day of May 2026.

Hebron Town Council

John Spinks, Jr., President

Justin Albright, Vice-President

Jonathan Peceny, Councilman

Mike Wallace, Councilman

Sondra Reis, Councilwoman

ATTEST:

Jamie Uzelac, Clerk - Treasurer



TOWN OF HEBRON
ORDINANCE #: 2026-06-16 (2025-12-16-3)

Town of Hebron 2026 Salary Ordinance
amended 6-16-26

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Hebron, Porter County, Indiana that the following salaries are approved for the year 2026.

SECTION 1- POLICE DEPARTMENT

	<u>Biweekly Salary</u>	<u>Fund**</u>
<i>Full Time Positions:</i>		
Town Marshal	\$3,280.17	General/CEDIT
Asst. Town Marshal	\$3,238.13	General/CEDIT
Lt. Marshal	\$3,064.04	General/CEDIT
Deputy Marshal Sargeant	\$2,830.14	General/CEDIT
Deputy Marshal Corporal	\$2,765.21	General/CEDIT
Deputy Marshal Patrolman 1	\$2,615.28	General/CEDIT
Deputy Marshal Patrolman 2	\$2,411.28	General/CEDIT
Clerk/Assistant to Town Marshall	\$1,524.29	General/CEDIT
<i>Part Time Positions:</i>		
Clerk	\$16.11 per hr	General/CEDIT
School Crossing Guard	\$14.89 per hr	General/CEDIT
Cleaner	\$14.49 per hr	General/CEDIT

SECTION 2- PUBLIC WORKS DEPARTMENT

	<u>BiWeekly</u>	<u>Fund**</u>
Laborer	\$1,528.73	MVH/Lit
Stormwater Laborer	\$2,049.63	Storm/Liwater
Street Superintendent	\$2,090.84	LIT
GIS	\$16.71 per hr	LIT
Certifications	2,000.00 per certification	
Category 8 & Applicators	Mosquitos	
CDL B & Tanker Endorsement	Vactor Truck	
Part Time Positions	\$15.00	LIT
Snow Plow Driver	\$25.00/Hr	MVH/Lit

** CEDIT Funding is to be used if needed otherwise the other noted Sources of Payment for Payroll are the Primary Payment Funds.

Janitorial - Com Ctr	\$ 14.49 per hr	LIT
----------------------	-----------------	-----

SECTION 3- Plan Commission/Building Dept/Stormwater

	<u>Per meeting</u>	<u>Bi-weekly</u>	<u>Fund**</u>
Plan Commission Recording Secretary	\$95.68		Gen/LIT
BZA Recordong Secretary	\$95.68		Gen/LIT
Stormwater Recording	\$95.68		Gen/LIT
Stormwater Recording	\$25.00		Stormwater
Flood Pain Coordinator		\$76.93	Stormwater

Building Inspector/Ordinance Officer	\$2,333.76
PT Building Inspector	\$23.00/hr

Lit Funding is to be used if needed otherwise the other noted source of payment will be the Primary Payment Funds

SECTION 4 Meeting Allowances

		<u>Fund**</u>
Plan Commission	\$30.00 per meeting	General/LIT
Board of Zoning Appeals	\$30.00 per meeting	General/LIT
Park Board	\$30.00 per meeting	General/LIT
Stormwater Board	\$30.00 per meeting	Stormwater

Regular Monthly attendance is required and paid annually.

** CREDIT Funding is to be used if needed otherwise the other noted Sources of Payment for Payroll are the Primary Payment Funds.

Regular Monthly Attendance is required and paid annually.

** CREDIT Funding is to be used if needed otherwise the other noted Sources of Payment for Payroll are the Primary Payment Funds

SECTION 8- TOWN EMPLOYEE BENEFITS

Personal/Sick Days:

Each full time employee shall receive up to six (6) personal/sick days per year, who are employed with the Town on the following dates:

January 1st	 2 days
April 1st	 1 day
July 1st	 2 days
October 1st	 1 day

No unused Personal/Sick days will be paid after leaving employment with the Town.

The Hebron Town Council of Porter County, Indiana has adopted this Ordinance as of the 16th day of June 2026.

John Spinks, Jr., President

Sondra Reis, Councilman

Justin Albright, Vice President

Mike Wallace, Councilman

Attest:

Jonathan Peceny, Councilman

Jamie Uzelac, Clerk Treasurer

Job Description: Town Council Recording Secretary**Position Title: Recording Secretary****Department: Town Council /HURC****Reports To: Town Council President and/or HURC President****Employment Type: Part-Time****Position Summary:**

The Recording Secretary serves as the official recorder for the Town Council/HURC and is responsible for accurately documenting council meetings as official records and providing administrative support to ensure compliance with municipal policies, state laws, and public record requirements. This position requires professionalism, attention to detail, discretion, and strong organizational skills.

Essential Duties and Responsibilities:

- Attend all regular, special, and executive session Town Council/HURC meetings as required
- Record accurate and complete memorandum of Town Council/HURC meetings, hearings, workshops, and other official meetings
- Prepare, review, edit, and submit memorandum to the Clerk-Treasure's office in a timely manner so that the office can prepare/post meeting agenda
- Ensure compliance with public meeting record retention laws as defined by the Indiana Public Access Councilor
- Maintain confidentiality of sensitive information and executive session matters
- Prepare official correspondence as directed by the Town Council
- Duties do not include creating the agenda for Town Council/HURC meetings

Required Qualifications:

- High school diploma or equivalent (Associate's degree preferred)
- Previous clerical, secretarial, or municipal government experience preferred
- Excellent written and verbal communication skills
- Strong grammar, proofreading, and transcription abilities
- Proficiency in Google Suits and digital recordkeeping systems
- Ability to accurately summarize discussions and decisions for official records
- Strong organizational skills and attention to detail
- Ability to maintain confidentiality and exercise sound judgment
- Ability to attend evening meetings and occasional special sessions

Preferred Qualifications:

- Experience with municipal government procedures and public meeting laws
- Knowledge of parliamentary procedure (Robert's Rules of Order)
- Experience with audio recording and transcription software
- Familiarity with public records retention requirements

Work Schedule:

Attendance at evening Town Council/HURC meetings and special meetings as scheduled as well as discretionary time necessary to submit minutes/agenda to the Hebron Clerk-Treasurer.

Compensation:

Compensation is based on qualifications and experience and will be established by the Town Council/HURC in accordance with the municipal salary ordinance.

Equal Opportunity Statement:

The Town of Hebron is an Equal Opportunity Employer and does not discriminate based on race, color, religion, sex, age, national origin, disability, or any other protected status under applicable law.

HEBRON POLICE

611 N. Main Street - Hebron, IN 46341-0038 - Phone (219) 996-2747 - Fax (219) 996-2144



JOSHUA NOEL
CHIEF OF POLICE

SCOTT SEJDA
ASSISTANT CHIEF

Hebron Police Department Monthly Report Town Board Meeting June 16th, 2026

Hebron Police Department Statistics

May 1st – May 31st, 2026

	Traffic Stops	Citations	Arrest Misd.	Arrest Felony	Calls of Service
May – 2026	147	62	15	5	161
April -- 2026	154	58	14	3	170
March -- 2026	139	56	12	2	138
February -- 2026	190	56	10	3	122
January -- 2026	105	49	9	1	159
Total – 2026 YTD	735	281	60	14	750
Total – 2025 YTD	2,093	780	129	40	1,868
Total – 2024 YTD	2,014	634	138	41	1,475
Total – 2023 YTD	1,580	686	112	43	1,412
Total – 2022 YTD	1,686	622	102	29	1,765
Total -- 2021 YTD	1,529	609	69	27	1,423

HEBRON PD
CallType Count

Confidential - Not for Distribution

Reporting Dates: 5/1/2026 - 5/31/2026 11:59:59 PM

Total Events: 308

Call Type	Call Description	Count
TS	TRAFFIC STOP	147
ASSIST	ASSIST	47
911C	911 CELL	17
SUSP	SUSPICIOUS	13
WELFARE	WELFARE CHECK	9
RECKDRIVE	RECKLESS DRIVING COMPLAINT	8
WARRANT	WARRANT	6
DISTURB	DISTURBANCE	6
DV	DISABLED VEHICLE	6
THEFT	THEFT	5
NOISE	LOUD NOISE / MUSIC	5
VINCHECK	VIN CHECK	4
JUVENILE	JUVENILE COMPLAINT	4
MVC	MOTOR VEHICLE CRASH	4
ALARM	ALARM	4
ANIMAL	ANIMAL	2
ASSAULT	ASSAULT / BATTERY	2
FRAUD	FRAUD	2
REPO	REPOSSESSION	2
THREATS	THREATS / INTIMIDATION	2
TRESPASS	TRESPASS COMPLAINT	1
PARKING	PARKING COMPLAINT	1
PROPERTY	PROPERTY	1
PURSUIT	PURSUIT	1
HARAS	HARASSMENT	1
INDECENCY	INDECENCY / LEWDNESS	1
EXTPATROL	EXTRA PATROL	1
FOLUP	FOLLOW-UP / SUPPLEMENTAL	1
MVTHEFT	MOTOR VEHICLE THEFT	1
MISCHIEF	MISCHIEF / VANDALISM	1
MISSPER	MISSING PERSON	1
DOMESTIC	DOMESTIC VIOLENCE / DISTURBANCE	1

HEBRON PD

CallType Count

Confidential - Not for Distribution

Reporting Dates: 5/1/2026 - 5/31/2026 11:59:59 PM

Total Events: 308

DEATHINV

DEATH INVESTIGATION

1

Total

308

Hebron Police Department

Vehicle Report

June 5th, 2026

Vehicle Number	Officer Assigned	Model & Year	VIN: Number	Current Mileage	Mechanical Issues
1	J. Noel	2021 Ford Explorer	1FM5K8AC7MNA06857	49,068	No Issues
2	S. Sejda	2020 Ford F150	1FTEW1P45LKE44373	77,794	No Issues
9	S. Dolan	2023 Ford Explorer	1FM5K8AB5PGA04802	45,668	No Issues
11	Quail	2022 Ford Explorer	1FM5K8AB4NGA42695	52,747	No Issues
13	Wood	2025 Ford Explorer	1FM5K8AB8SGC54575	12,979	No Issues
16	C. Piet	2024 Ford Explorer	1FM5K8AB0RGA77594	41,718	No Issues
P1	Pool	2021 Ford Explorer	1FM5K8ABXMGC41250	83,439	No Issues
P2	Pool	2017 Ford Explorer	1FM5K8AR3HGB94095	116,167	No Issues
P3	Pool	2019 Ford Explorer	1FM5K8AR9KGB44034	75,0058	No Issues

AS OF 05/30/26

EMPLOYEE	COMP TIME AS OF END OF LAST PAY	COMP-TIME EARNED STRAIGHT TIME	COMP TIME EARNED AT TIME AND A HALF	COMP-TIME USED	COMP-TIME ACCUMULATED
NOEL	-	-	-	-	-
SEJDA	-	-	-	-	-
WOOD	48	-	-	-	48
DOLAN	54	16	-	-	70
MACCORMACK	10	-	-	10	-
PIET	56	3	-	-	59
PORTER	-	-	-	-	-

PERSONAL DAYS

(Based on 8 hour Days)

EMPLOYEE	PERS/ SICK DAYS	PERS/SICK DAYS EARNED	PERS/ SICK DAYS USED	PERS/SICK DAYS AS OF END OF PAY PERIOD
NOEL	1	-	-	1
SEJDA	3	-	-	3
WOOD	1.5	-	-	1.5
DOLAN	3	-	-	3
MACCORMACK	1.5	-	-	-
PIET	3	-	-	3
PORTER	2	-	-	2

VACATION DAYS

(Based on 8 hour Days)

EMPLOYEE	VACATION DAYS AS OF END OF LAST PAY PERIOD:	VACATION DAYS EARNED DURING LAST PAY PERIOD:	VACATION DAYS USED DURING LAST PAY PERIOD:	VACATION DAYS AS OF END OF THIS PAY PERIOD:
NOEL	18	-	-	18
SEJDA	10	-	-	10
WOOD	-	-	-	-
DOLAN	7	-	-	7
MACCORMACK	6.5	-	-	-
PIET	10	-	-	10
PORTER	6	-	-	6

PREPARED BY: _____ J. NOEL _____ DATE: 06/01/26
 APPROVED BY: _____ DATE: 06/01/26



Report of Operations for: TOWN OF HEBRON

Month: MAY 2026

**Discussion*

Drinking Water

1. The Monthly Report of Operations (MRO) for the month of May has been submitted to IDEM. A copy is included in this report. No deficiencies or concerns to report.
2. A routine IDEM Sanitary Survey occurred on Monday, March 9. A copy of the inspection report is included in our report. A summary of deficiencies that will need to be addressed include:

- We are securing quotes for replacing the lid to the underground brine storage tank. The current lid is damaged and is showing significant corrosion that is preventing the lids to seal properly.

Update: New lids for the underground brine storage tanks have been ordered and will be installed when received. Current ETA is two (2) weeks.

- We are securing quotes to install a splash pad below the water tower's overflow to prevent erosion and divert water away from the tower.

Update: Enclosed is a quote from Dixon Engineering to evaluate the coating and welds on the 100,000-gallon Double Ellipse (South) water storage tank. The quote also includes installation of the required splash pad and repair of the tower's minor leak.

***Requested discussion:**

- Cost estimate by each phase.
- Project timeline
- The offline Water Tower is apparently still connected to the distribution system. Bob Kaufmann provided a quote for \$1,000 to properly disconnect the tower from the distribution system to prevent cross-connection. Our recommendation is to approve this quote.

Update: The offline water tower was disconnected from the distribution system on May 27.

Water Distribution

1. Hydrant maintenance/flushing notices have been mailed to 18 private hydrant owners. All hydrant flushing is scheduled to occur April 27 - May 8. Flushing will work around the Snake Flatts' paving project to prevent further delays.

Update: All Hydrant maintenance & flushing has been completed.

2. It was determined that the hydrant on S. Washington Road was damaged and that it was not cost effective to rebuild. Therefore, a new hydrant was ordered and installed. In addition, an isolation valve was installed so that this hydrant could be isolated in the future, when needed. For some reason, this hydrant did not have an isolation valve.
3. The hydrant on N Main Street was hit by someone and damaged. We have this hydrant isolated while waiting for the parts to come in. We anticipate this repair to be completed by mid-June.

Wastewater

1. The Discharge Monitoring Report (DMR) for the month of April has been submitted to IDEM. Copies are included in this report. There were zero-(0) permit limit exceedances reported.
2. All treatment components are currently working as designed.
3. We have secured quotes from Wessler Engineering for sanitary sewer line smoke testing specific areas of concern.

***Requested discussion:**

- Reason for recommended smoke testing.
- Timeline
- Approval for Fall

Stormwater

1. The collapsed culvert on the North end of Hawk Lake still needs addressed. Utility locates were done but they determined several different challenges for excavation. We are awaiting Bob Kaufman's recommendations.

Update: This culvert repair near Hawk Lake was scheduled for the week of May 25. However, the contractor had to reschedule this job so that the Monroe lift station could be finished and placed online. We anticipate the culvert repair to be completed in June.

Street Department

1. Enclosed is a quote from BLD Services to repair the damaged manhole on the South end of Chicago Street that has caused a sinkhole. This repair will be scheduled with the already scheduled job for T701 near Dollar General Market to save on mobilization costs. Our recommendation is to approve this quote.

Update: This work was successfully completed on May 14.

2. Mosquito spraying was completed during the week of May 25th. Weed control efforts also continued throughout the Town, including sidewalks, parks, and other public areas, to help maintain a clean and attractive community.
3. Snake Flats paving project is scheduled to resume April 13–14 with fine grading. Paving operations will follow April 15–17, including binder and surface courses. Once paving is complete, swale grading and full restoration will take place, including driveways and topsoil placement. Weather dependent, but we anticipate substantial completion by the end of the month.

Update: All paving has been completed in Snake Flats. They are currently finishing up with swale grading and topsoil placement. We conducted a walk-through of all paved streets. A final punch list was drafted and is currently being completed by Milestone. A copy of the punch list is enclosed with this report.

4. We have been installing street signs in Park Ridge, but there are three (3) remaining signs that still need installed. We are waiting for the landscaping in those areas to be completed. In addition, street signs on McAlpin Street and Adams Street were leaning, so they have since been remounted and secured.
5. New mulch was laid in the parks. Per the Street Department's request, some old park signs were removed.

Park Ridge

1. The Monroe Lift Station project is currently being held up until the Nipsco bill is paid. Once the bill is paid, the gas line will be run, which would then allow for the temporary duplex control panel to be installed so the lift station can be placed online.

Update: The new Monroe Lift Station was successfully placed online on May 23. The station is currently being controlled by a temporary duplex control panel. The originally designed triplex panel is expected in July, which at that time will be installed in place of the temporary panel. The pumps in the older station have been pulled from the wet well and stored in the maintenance barn. The OmniSite monitoring unit has been switched over to new station.

2. The new generator is now on backorder until October. Several different options were considered for temporary emergency backup power while waiting for the new generator. Considering the financial assistance that Mr. John Lotton offered, it was recommended and approved to install an emergency bypass connection at the Monroe Lift Station so a portable trash pump could be brought in to operate the lift station in the event of a power outage. This bypass connection will provide a long-term benefit to the Town by providing another layer of contingency plan even when the new generator is installed.
3. R&R is scheduled to elevate the water valve box that is in the street on the corner of Wilson and Main. We will then cold patch it to improve the dip in the road, until Milestone can complete the final repair following the completion of the Snake Flatts' paving project. INDOT will be contacted for final inspection following the final repair.

Update: The final paving has been completed and INDOT approved the final repair.

Completed Work Orders

- Water: 79
- Wastewater: 1
- Stormwater: 1
- Utility Locates: 94
- Streets: 18
- Parks: 0

Town Employees

1. Current employee-comp time totals:
 - a. Dustin Lindsey: 50.75 hours
 - b. Bill Jenkins: 48.25 hours
 - c. Shawn Jenkins: 15.25 hours

Comp-time totals will be closely monitored and managed accordingly.

2. Pay discrepancy: Taylor Arturo was rehired by the Town as a part-time employee in a GIS support role rather than as a lab technician. Her hourly rate was not discussed during rehiring, so it was assumed that her previous rate of \$16.71 per hour would remain in effect. Her first few paychecks were issued at that rate. Midway through a recent pay period, however, she was informed that her wage had been reduced to \$15.00 per hour, effective immediately.

***Requested discussion:**

- Confirm whether the wage change was intended for the GIS support role.
- Discuss restoring her hourly rate to \$16.71.

Utility Services Hours

Including Public Works Director hours, day-to-day operations and maintenance hours, & sanitary sewer collection system maintenance hours, a total of 225.75 hours were worked in the month of May.

DMR Copy of Record

Form Approved OMB No. 2040-0004 expires on 07/31/2026

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business call phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NDEES Reporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NDEES regulations 40 CFR 122.41(i)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit #:	IN0020061	Permittee:	HEBRON WASTEWATER TREATMENT PLANT		Facility:	HEBRON WASTEWATER TREATMENT PLANT										
Major:	No	Permittee Address:	101 UTILITY DR PORTER COUNTY HEBRON, IN 46341		Facility Location:	101 UTILITY DRIVE HEBRON, IN 46341										
Permitted Feature:	001 External Outfall	Discharge:	001-A CLASS II, 0.52 MGD DISCHARGE TO COBB CREEK													
Report Dates & Status	Monitoring Period: From 04/01/26 to 04/30/26	DMR Due Date:	05/28/26		Status:	NetDMR Validated										
Considerations for Form Completion THE FLOW METER(S) SHALL BE CALIBRATED AT LEAST ONCE ANNUALLY. MUNICIPAL MINOR PORTER COUNTY																
Principal Executive Officer	John Spinks	Title:	Town Board President		Telephone:	219-476-6061										
Last Name:	Spinks	First Name:	John													
No Data Indicator (NODI)	-															
Form NODI:	-															
Code	Parameter Name	Monitoring Location	Season & Param. NODI	Sample Permit Req	Qualifier 1	Value 1	Quantity or Loading	Qualifier 2	Value 2	Units	Qualifier 3	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	2	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	05WK - Five Per Week	GR - Grab
00400	pH	1 - Effluent Gross	0	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	05WK - Five Per Week	GR - Grab
00530	Solids, total suspended	1 - Effluent Gross	0	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	03/07 - Three Per Week	24 - 24 Hour Composite
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	2	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	03/07 - Three Per Week	24 - 24 Hour Composite
50050	Flow, In conduit or thru treatment plant	1 - Effluent Gross	0	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	05WK - Five Per Week	TM - Totalizer
51041	E. coli, colony forming units [CFU]	1 - Effluent Gross	0	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	03/07 - Three Per Week	GR - Grab
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	03/07 - Three Per Week	24 - 24 Hour Composite
82220	Flow, total	1 - Effluent Gross	0	-	Value NODI	-	-	Qualifier 1	Value 1	Units	Qualifier 2	Value 2	Units	0	01/30 - Monthly	RT - Recorder Total

Submission Note
If a parameter row does not contain any values for the Sample nor Effluent, Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors
No errors.

Comments

Attachments

IN020061_001A_MRO_2026_04.pdf

pdf

431257.0

Name

Type

Size

Report Last Saved By

HEBRON WASTEWATER TREATMENT PLANT

User:

bgerzen@utilityservicescorp.com

Name:

Robert Garzen

E-Mail:

bgerzen@utilityservicescorp.com

Date/Time:

2026-05-27 13:41 (Time Zone: -04:00)

Report Last Signed By

User:

bgerzen@utilityservicescorp.com

Name:

Robert Garzen

E-Mail:

bgerzen@utilityservicescorp.com

Date/Time:

2026-05-27 14:52 (Time Zone: -04:00)



MONTHLY REPORT OF OPERATION ACTIVATED SLUDGE TYPE WASTEWATER TREATMENT PLANT - STANDARD

State Form 53463 (R9 / 3-25)

Name of Facility Hebron Wastewater Treatment Plant			Permit Number IN0020061		
Month April	Year 2026	Plant Design Flow 0.52 mgd	Telephone Number 219-252-7738		
E-mail address: hebronwwtp@gmail.com				001	A
Certified Operator: Name Robert Gertzen Jr.		Class IV	Certificate Number 14890	Expiration Date 6/30/2028	

Day Of Month	Day of Week	Man-Hours at Plant (Plants less than 1 MGD only)	Air Temperature (optional)	Total=	Bypass At Plant Site ("x" if Occurred)	Collection System Overflow ("x" if Occurred)	CHEMICALS USED			RAW SEWAGE							
				4.38			Chlorine - Lbs	Lbs/Day or Gal./Day	Lbs/Day or Gal./Day	Influent Flow Rate (if metered) MGD	pH	CBOD5 - mg/l	CBOD5 - lbs	Susp. Solids - mg/l	Susp. Solids - lbs	Phosphorus - mg/l	Ammonia - mg/l
1	Wed	8	44	0.48						1.7	8.2	278	3941	150	2126.7		77
2	Thu	8	74	0.51						1.3	8.3						
3	Fri	5	68	0.03						1.2	8.2						
4	Sat	1	66	0.79						1.7							
5	Sun	1	53	0.02						1.1							
6	Mon	5	53	0						0.73	8.3	312	1900	198	1205.5		16
7	Tue	5	44	0						0.57	8.3	384	1825	334	1587.8		24
8	Wed	8	70	0						0.51	8.3	630	2680	865	3679.2		26
9	Thu	8	71	0						0.44	8.5						
10	Fri	5	61	0.08						0.42	8.4						
11	Sat	1	61	0						0.38							
12	Sun	1	81	0.05						0.4							
13	Mon	5	81	0.23						0.39	8.4	403	1311	935	3041.2		26
14	Tue	5	82	0.27						0.48	8.3	270	1081	1010	4043.2		16
15	Wed	8	70	0.38						0.56	8.2	317	1481	336	1569.3		66
16	Thu	8	64	0.06						0.55	8.1						
17	Fri	5	67	0.2						0.46	8.3						
18	Sat	1	50	0.25						0.72							
19	Sun	1	42	0						0.55							
20	Mon	5	44	0						0.44	8.3	343.4	1260	472	1732.1		80
21	Tue	5	61	0.1						0.41	8.3	368.7	1261	385	1316.5		24
22	Wed	8	64	0						0.38	8.2	231	732.1	182	576.79		33
23	Thu	8	69	0						0.36	8.1						
24	Fri	5	65	0.08						0.33	8.4						
25	Sat	1	48	0						0.31							
26	Sun	1	56	0						0.33							
27	Mon	5	58	0.8						0.51	8.3	281.6	1198	89	378.55		31
28	Tue	5	57	0						0.57	8.3	393.1	1869	185	879.45		22
29	Wed	8	50	0.05						0.44	8.3	296.2	1087	511	1875.2		24
30	Thu	8	48	0						0.37	8.2						
Average										0.6203		347	1663	435	1847		35.8
Maximum				0.8						1.7	8.5	630	3941	1010	4043.2		80
Minimum										0.31	8.1	231	732.1	89	378.55		16
No. of Data				30	0	0	0	0	0	30	22	13	13	13	13	0	13

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prepared by or under the direction of (Certified Operator): <i>Robert Gertzen</i>		Date (month, day, year)
Signature of principal executive officer or authorized agent (or attested by NetDMR subscriber agreement) <i>John Spinks 5/6/2026</i>		Date (month, day, year)

MONTHLY REPORT OF OPERATION
ACTIVATED SLUDGE TYPE WASTEWATER
TREATMENT PLANT - STANDARD

State Form 53463 (R9 / 3-25)

Name of Facility	Permit Number	For Month Of:	Year
Hebron Wastewater Treatment Plant	IN0020061	April	2026

Day Of Month	PRIMARY EFFLUENT		AERATION							SECONDARY EFFLUENT		FINAL EFFLUENT							
	CBOD5 - mg/l	Susp. Solids - mg/l	MIXED LIQUOR					RETURN SLUDGE		CBOD5 - mg/l	Susp. Solids - mg/l		Residual Chlorine - Final	Residual Chlorine - Contact Tank	E. Coli - colony/100 ml	pH - daily low (or single sample)	pH - daily high (if multiple samples)	Dissolved Oxygen - mg/l	Phosphorus - mg/l
			Settleable Solids % in 30 minutes	Susp. Solids - mg/l	Sludge Vol. Index - ml/gm	Dissolved Oxygen - mg/l	Temperature - F	Volume - MG	Susp. Solids - mg/l										
1			37	3529	105	4.2	51								1	7.9		8.6	
2			30			4.3	51								1	7.8		9.3	
3						3.3	52								5.2	7.9		9.6	
4						5.4	53												
5						9.0	52												
6			34.5	3058	113	4.3	52								1	7.8		10.5	
7			40	3727	107	3.3	52								1	7.7		9.6	
8			46	3870	119	3.0	52								1	7.8		9.4	
9			41			2.9	54									7.8		9.0	
10						2.9	54									7.8		9.4	
11						5.4	54												
12						2.7	55												
13			43	3673	117	3.2	57								1	7.7		8.4	
14			26	3055	85	6.5	57								1	7.7		8.0	
15			14.5	1850	78	8.1	57								28.8	7.7		8.0	
16			45.5			2.6	56									7.6		8.2	
17						3.3	57									7.6		7.9	
18						3.2	57												
19						3.9	55												
20				3639		3.0	55								18.9	7.8		7.4	
21			43	3967	108	5.4	56								1	7.7		7.5	
22			47	3985	118	3.7	57								5	7.6		6.6	
23			50			2.4	58									7.7		7.4	
24			49			3.6	59									7.6		6.1	
25						2.9	59												
26						3.5	57												
27			50.5	4635	109	3.1	59								2	7.6		6.1	
28			51.5	4745	109	2.3	57								3	7.6		6.6	
29			52.5	5120	103	3.1	58								1	7.7		6.8	
30			51.5			3.5	57									7.7		6.8	
Avg.			42	3758	106	3.9	55								2			8.1	
Max.			52.5	5120	118.9	9	59								28.8	7.9		10.5	
Min.			14.5	1850	78.38	2.3	51								1	7.6		6.1	
Daily Max															29				
# of Days above 235															0				
Data	0	0	18	13	12	30	30	0	0	0	0	0	0	0	15	22		22	0

Comments for the Month (major repairs, breakdowns, process upsets and their causes, inplant treatment process bypass, etc.):

MONTHLY REPORT OF OPERATION
ACTIVATED SLUDGE TYPE WASTEWATER
TREATMENT PLANT - STANDARD

State Form 53463 (R9 / 3-25)

Name of Facility	Permit Number	For Month Of:	Year
Hebron Wastewater Treatment Plant	IN0020061	April	2026

Day Of Month	Day of Week	FINAL EFFLUENT															
		Flow		BOD				Total Suspended Solids				Ammonia				Other	
		Effluent Flow Rate (MGD)	Effluent Flow Weekly Average	CBOD5 - mg/l	CBOD5 - mg/l Weekly Average	CBOD5 - lbs	CBOD5 - lbs/day Weekly Average	Susp. Solids - mg/l	Susp. Solids - mg/l Weekly Average	Susp. Solids - lbs	Susp. Solids - lbs/day Weekly Average	Ammonia - mg/l	Ammonia - mg/l Weekly Average	Ammonia - lbs	Ammonia - lbs/day Weekly Average	Oil & Grease (mg/l)	
1	Wed	1.4		6.3		73.56		14.5		169.3		1		11.68			
2	Thu	1.2															
3	Fri	1.3															
4	Sat	1.7	1.0143		5.4		38.49		9.033		76.79		0.467		4.481		
5	Sun	0.99															
6	Mon	0.84		5.6		39.23		3.9		27.32		0.2		1.401			
7	Tue	0.68		4.1		23.25		6.1		34.59		0.2		1.134			
8	Wed	0.49		4.2		17.16		5		20.43		0.2		0.817			
9	Thu	0.4															
10	Fri	0.37															
11	Sat	0.34	0.5871		4.633		26.55		5		27.45		0.2		1.118		
12	Sun	0.36															
13	Mon	0.37		8.7		26.85		6.9		21.29		0.2		0.617			
14	Tue	0.43		2.4		8.607		8.4		30.12		0.2		0.717			
15	Wed	0.52		3.8		16.48		9.1		39.46		0.2		0.867			
16	Thu	0.5															
17	Fri	0.43															
18	Sat	0.68	0.47		4.967		17.31		8.133		30.29		0.2		0.734		
19	Sun	0.51															
20	Mon	0.4		7.9		26.35		9.2		30.69		5		16.68			
21	Tue	0.38		3.2		10.14		2.1		6.655		0.2		0.634			
22	Wed	0.35		8.7		25.4		2.7		7.881		0.2		0.584			
23	Thu	0.33															
24	Fri	0.32															
25	Sat	0.29	0.3686		6.6		20.63		4.667		15.08		1.8		5.966		
26	Sun	0.3															
27	Mon	0.48		5.3		21.22		4.1		16.41		0.2		0.801			
28	Tue	0.53		2.6		11.49		4.7		20.77		0.2		0.884			
29	Wed	0.41		4.1		14.02		3.5		11.97		0.2		0.684			
30	Thu	0.34	0.412		4		15.58		4.1		16.39		0.2		0.79		
Avg		0.588		5.1		24.14		6.2		33.61		0.631		2.884			
Max		1.7	1.0143	8.7	6.6	73.56	38.49	14.5	9.033	169.3	76.79	5	1.8	16.68	5.966		
Min		0.29	0.3686	2.4	4	8.607	15.58	2.1	4.1	6.655	15.08	0.2	0.2	0.584	0.734		
Data		30	5	13	5	13	5	13	5	13	5	13	5	13	5	0 0	

MONTHLY REMOVAL SUMMARY					Total Monthly Flow: (million gallons)
Percent Removal	BOD5	S.S.	Ammonia	Phosphorus	17.64
Primary Treatment	NA	NA			Percent Capacity (actual flow/design) 113%
Secondary Treatment	NA	NA			
Tertiary Treatment	NA	NA			
Overall Treatment	98.5	98.6	98.2	NA	

**MONTHLY REPORT OF OPERATION
ACTIVATED SLUDGE TYPE WASTEWATER
TREATMENT PLANT - STANDARD**

State Form 53463 (R9 / 3-25)

Name of Facility	Permit Number	For Month Of:	Year
Hebron Wastewater	IN0020061	April	2026

Day Of Month	SLUDGE TO DIGESTER		DIGESTER OPERATION											
	Primary Sludge Gal. x 1000	Waste Act. Sludge Gal. x 1000	Anaerobic Only			Supernatant Withdrawn hrs. or Gal. x 1000	Supernatant BOD5 mg/l or NH3-N mg/l	Total Solids in Incoming Sludge - %	Total Solids in Digested Sludge - %	Volatile Solids in Incoming Sludge - %	Volatile Solids in Digested Sludge - %	Digested Sludge Withdrawn hrs. or Gal. x 1000		
			pH	Gas Production Cubic Ft. x 1000	Temperature - F									
1	12													
2														
3	12													
4														
5														
6	12													
7														
8	12													
9														
10	12													
11														
12														
13	12													
14														
15	12													
16														
17	12													
18														
19														
20	12													
21														
22	12													
23														
24	12													
25														
26														
27	12													
28														
29	12													
30														
Avg.	12													
Max.	12													
Min.	12													
Data	13	0	0	0	0	0	0	0	0	0	0	0	0	0

Once completed, this form should be converted to a pdf document, named appropriately & attached to the corresponding netDMR for submittal



MONTHLY REPORT OF OPERATION WATER TREATMENT PLANT

State Form 34609 (R11 / 1-17)

INDIANA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

System Name Hebron Water Department PWSID Number IN5264009

For the Month of April Year 2026 IDEM Field Rep. Amanda Lawless

Signed Robert Gertzen Title Operator in Charge

I certify under penalty of law, by this signature that this document was prepared by me, or under my direction, and the information submitted is to the best of my knowledge and belief, true, accurate, and complete.

Certification Number WT080065

I am also aware that there are significant penalties for submitting false information.

PHYSICAL AND CHEMICAL DATA *

Date	Turbidity		Alkalinity		pH		Hardness		Iron		Manganese		Phosphate	Fluoride
	Raw	Finished	Raw	Finished	Raw	Finished	Raw	Finished	Raw	Finished	Raw	Finished	Finished	Finished
1					7.3	7.9	420	120	1.71	0.04				
2					7.3	7.8	438	122	1.69	0.04				
3					7.4	8	420	120	2.7	0.02				
4					7.4	8	430	125	2.2	0				
5					7.4	8	440	120	1.74	0.01				
6					7.4	8	420	120	1.88	0				
7					7.4	7.9	400	160	2.12	0.05				
8					7.4	8.2	420	130	2.11	0.02				
9					7.4	8.2	430	120	2.12	0.02				
10					7.4	8.4	410	120	2.75	0.02				
11					7.3	8.3	440	132	1.3	0.04				
12					7.3	7.9	400	130	1.66	0.05				
13					7.3	7.8	400	125	2.67	0.02				
14					7.3	8.2	410	120	2.28	0				
15					7.3	8	500	140	1.72	0				
16					7.3	8.3	480	145	1.93	0.01				
17					7.4	7.7	460	128	1.73	0.02				
18					7.3	7.6	450	128	1.62	0.03				
19					7.1	7.6	448	126	1.54	0				
20					7.3	7.8	440	140	2.09	0				
21					7.2	8.2	480	140	2.44	0				
22					7.3	7.8	440	140	2.41	0				
23					7.4	7.8	442	128	2.15	0.03				
24					7.4	7.9	450	130	2.24	0				
25					7.2	7.6	462	126	2.04	0.01				
26					7	7.5	442	130	2.04	0				
27					7.2	8	460	150	2.79	0.02				
28					7.2	7.9	460	140	2.58	0.02				
29					7.2	7.6	420	140	2.49	0.01				
30					7.3	7.6	440	126	1.75	0				
31														

* All parameters are to be expressed in mg/l except pH and turbidity.

DUE BY THE 10TH OF THE MONTH FOLLOWING THE REPORTING PERIOD.

Date	Water Treated	Chemicals Used – Pounds										Filters		Chlorine Residual				Remarks
	1000 gallons	Salt Tons	Alum	Lime	Soda Ash	Carbon	Chlorine	Fluoride	Phos- phate	Filter Run (Hours)	Gallons per wash x 1000	Plant Tap		D. S.				
												Free	Total	Free	Total			
1	233						2.9			3.9		0.98	1.01	1.05	1.20	CL ₂ Total Lbs. 92.0		
2	191						3.2			4.1		1.12	1.20	0.86	1.17	Chlorine Residual, Free		
3	184	22					3.2			5.9	12	0.83	0.88	1.13	1.30	D.S. CL ₂ Low 0.71		
4	242						2.8			3.8	Amanda Lay	0.99	1.25	1.31	1.31	D.S. CL ₂ High 1.25		
5	205						2.8			4.3		1.22	1.49	0.89	0.98	D.S. CL ₂ AVG 1.00		
6	185						3.1			5.7		0.43	0.52	1.06	1.22			
7	233						3			3.8		1.01	1.12	1.01	1.15			
8	190						3.4			4.4		1.12	1.32	1.05	1.10			
9	192						3.7			5.3	8.7	0.59	0.65	1.16	1.26			
10	227						2.4			4.2		1.12	1.26	1.11	1.23			
11	193						3.2			4.2		1.38	1.40	0.98	1.07			
12	204						3.4			5.9		1.01	1.17	1.02	1.06			
13	243						3.3			4.1		1.13	1.28	1.15	1.23			
14	192						3			4.3		1.11	1.26	1.04	1.17			
15	188						3			5.9		0.51	0.58	1.05	1.14			
16	233						4			6.2	9.4	0.51	0.59	1.08	1.20			
17	189						1.9			1.9		1.20	1.33	0.88	0.99			
18	180						1.6			3.9		1.11	1.26	0.96	1.06			
19	250						0.5			5.6		1.24	1.35	0.95	1.06			
20	197						4.6			4.4		1.29	1.38	1.09	1.17			
21	245						4.5			5.6		0.52	0.60	0.92	1.01	Total Gallons 6,387,980		
22	194						3.7			4.4		1.08	1.15	1.01	1.09	Max. Day 266,040		
23	248						1.8			5.2		0.89	1.22	0.97	1.02	Min. Day 180,360		
24	183						4.5			5.1	10.3	0.92	1.01	1.03	1.09	Avg. Daily 212,933		
25	183						0.6			2.9		1.11	1.19	0.75	1.00	E-Mail To: 6,387,980		
26	249						4.4			5.7		1.08	1.26	0.91	1.02	DWB@idem.in.gov		
27	266						2.9			6.2		1.17	1.26	0.89	1.12	Mail To: 6,387,980		
28	203						5			4.5		0.72	0.78	0.83	0.92	Indiana Department of Environmental management		
29	249						3.7			6		0.88	1.03	1.10	1.23	Drinking Water Branch		
30	217						1.9			4.5		1.10	1.14	0.71	0.88	100 N. Senate Ave. Room N121		
31																Indianapolis, IN 46204-2237		

Town of Hebron - Wastewater Operational Summary 2026

WWTP INFLUENT FLOW TOTALS & LOADING									
Month	Total Gal	Daily Max	Daily Min	Daily Avg	BOD mg/L	BOD lbs	TSS mg/L	TSS lbs	NH3 mg/L
Jan	9,050,000	370,000	240,000	292,000	551	1,277	404	943	33.5
Feb	8,320,000	680,000	220,000	297,000	539	1,252	273	642	50.9
Mar	17,360,000	1,820,000	250,000	560,000	411	1,656	299	1,034	34.1
Apr	16,880,000	1,700,000	310,000	620,000	347	1,663	435	1,847	35.8
May	8,830,000	420,000	220,000	284,000	395	947	196	496	26.0
Jun									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									

WWTP EFFLUENT FLOW TOTALS & REMOVAL EFFICIENCY										
Month	Total Gal	Daily Max	Daily Min	Daily Avg	BOD Avg	% Removed	TSS Avg	% Removed	NH3 Avg	% Removed
Jan	8,450,000	360,000	220,000	292,000	6.10	98.90	8.60	97.90	0.36	98.90
Feb	7,990,000	640,000	200,000	285,000	9.00	98.40	7.00	97.40	0.20	100.00
Mar	16,470,000	1,440,000	180,000	530,000	6.40	98.50	6.60	97.80	0.20	99.20
Apr	17,640,000	1,700,000	290,000	588,000	6.60	98.50	6.20	98.60	0.63	98.20
May	8,150,000	390,000	200,000	262,000	6.50	98.40	4.20	97.90	0.20	99.20
Jun										
Jul										
Aug										
Sep.										
Oct										
Nov										
Dec										

Town of Hebron - Drinking Water Operational Summary 2026

WATER TREATMENT PLANT - GALLONS USED					
Month	Total Flow	Daily Max	Daily Min	Daily Avg	Chlorine Used (lbs)
Jan	6,930,990	279,570	186,630	223,580	99.60
Feb	6,674,630	317,640	178,080	238,380	95.00
Mar	6,263,450	251,010	180,860	202,047	93.80
Apr	6,387,980	266,040	180,360	212,933	92.00
May	9,014,460	423,000	189,140	290,789	127.60
Jun					
Jul					
Aug					
Sep					
Oct					
Nov					
Dec					



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

May 19, 2026

Bob Gertzen
Public Works Director
Town of Hebron
107 N. Main St
Hebron, IN 46341

Subject: Rehabilitation Services

Dear Mr. Gertzen,

Enclosed is a professional services' agreement for specification, coating, and weld observations on the 100,000 gallon Double Ellipse (South) water storage tank in Hebron, Indiana.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 813-0055.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Paul Spitzley", written in a cursive style.

Paul Spitzley, P.E.
Project Manager

Enclosure



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **Town of Hebron, Indiana** ("Owner/Client") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner/Client") and ("DIXON") have executed this Agreement. The Owner's/Client's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Phase 2 (Design), Phase 3 (Bidding), Phase 4 (Construction), and Phase 5 (Post-Construction) services for the 100,000 Gallon Double Ellipse (South)** ("Project") and DIXON's services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$36,200**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Paul Spitzley, Project Manager May 19, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
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Co-SIGNATURE of Contract (if required) 	POSITION Project Manager	DATE 5-19-2026
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AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Bob Gertzen
Address for Owner's receipt of notices:
Town of Hebron
107 N. Main St
Hebron, IN 46341
Email: bgertzen@utilityservicescorp.com

Designated Person: Paul Spitzley
Address for DIXON's receipt of notices:
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849
Email: paulspitzley@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Agreement
Exhibits: A, C, E, GP, IR

Owner: Town of Hebron, IN
Tank No: 14-64-03-02

Page 1 of 30

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

A1.02 PHASE 2 Design Phase – Technical Specifications:

A. Basic Services

1. In preparing the Technical Specifications, use any specifically directed Project Strategy, Technology, and/or Techniques as designated by Client.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Coating specific modifications to General Conditions of Construction Contract.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - d. Or when Client supplies General Conditions DIXON shall supply and Client shall use Additions to General Conditions pertinent to coating project.
3. Advise Client of additional reports, data, information, or services, and assist Client in obtaining such reports, data, information, or services.
4. Furnish two review copies of the Design Phase documents, to Client, and review them with Owner.
5. After receipt, Client shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Visit the Site as needed to finalize the Design Phase documents.
7. In response to Client's comments, as appropriate, make revisions and furnish to Client one electronic copy of the revised Design Phase documents.
8. If antennas may interfere or add costs to the Project a review of EXHIBIT B, Antennas is required. These services are available from DIXON or can be completed by the Owner or Engineer. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of EXHIBIT B services be well defined between DIXON, Engineer, and Owner as project delays may result.
9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Client the revised Design Phase Documents. If plans require no revisions, then after Client's review.

B. Client's Responsibilities for Technical Specifications Phase

1. In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide DIXON with relevant criteria and information as to Owner's and Engineer's requirements for the Project, including design objectives and constraints, all design and construction standards, standard forms, conditions, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, that is reasonably available to Client and pertinent to those portions of the Project or specialized professional services assigned to DIXON. Including but not limited to reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. DRR Services – No services in this phase

A1.03 PHASE 3 Bidding and Contract Document:

A. DIXON's Basic Services - during Bidding Phase:

1. After receiving authorization from the Client to proceed with the Bidding Phase, DIXON will provide all following or requested services, with primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional

- specialization, and with respect to the portions of the work that DIXON has designed or specified:
2. Provide technical criteria and file applications for permits from or for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
 3. After consultation with Client, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Client, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
 4. Prepare and submit to Client for compliance with local state and municipal requirements:
 - a. Section 00 00 30 Notice to Bidders.
 - b. Section 00 00 40 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700.
 - e. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - f. Section 00 54 00 Schedule of Values Form.
 - g. Section 00 72 00 General Conditions.
 - h. Section 00 73 00 Supplemental Conditions.
 - i. Section 00 91 17 Additions to General Conditions.
 5. Furnish for review by Client, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Client. The Client shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
 6. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Client, as appropriate, and submit one electronic copy of such documents to Client.
 7. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
 8. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Construction Document Fees -charges to Bidders/Contractors- will be retained as a printing, handling, and/or shipping fee.
 9. Send specifications to selected Builders Exchanges and Dodge Reports.
 10. Address all questions, written or verbal response, concerning the Project that are submitted to DIXON by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
 11. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Engineer.
 12. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
 13. After concurrence by Client issue Notice of Award to recommended Bidder.
 14. Review bonds and insurance submitted as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant for legality and compliance with required indemnification, subrogation, and other integral clauses.

15. Furnish Client and Contractor the Contract Documents for signatures and distribution.
 16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 17. The submittal by Contractor of a Coating List of Substitutions is not recommended and if permitted, fees of DIXON for review will be an Additional Service.
 18. The Bidding and Contract Documents Phase will be considered complete upon commencement of the Construction Phase or upon issuance of Notice to Proceed.
- B. Client's Responsibilities for Bidding and contract Document Phase – In coordination with Prime - In addition to other responsibilities of Client as set forth in this Agreement, Client shall:
1. Perform all non itemized, but essential services not delegated to DIXON above
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications. The method of advertising is to be determined by the Client
 3. Provide a place for the Bid Opening and open the Bids received.
 4. Review Payment, Performance, and Maintenance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed.
 6. Authorize DIXON to provide Additional Services as set forth in Part 2 of Exhibit A, if necessary.
 7. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
- C. DRR Services – No services in this phase

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
 - a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
 - b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
 - c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
 - d. Review Contractor's Pay Requests.
 - e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - f. Prepare Substantial Completion and other Construction documents.
2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether

Client should consider accepting such Work as provided in the Construction Contract Documents.

4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Spot prime coat prior to application of the epoxy intermediate coat.
 - e. Stripe coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:

- a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11)
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Spot prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
 - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Project Finalization:
- a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe the installation of screens, light bulbs, etc.
 - e. Observe Site for restoration to pre-project conditions.
 - f. Formulate a punch list of items to complete.
 - g. Create a second punch list if needed before finalization.
 - h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:

1. Warranty Observation - Exterior only:
 - a. Inspect exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.
 - b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair including photos and descriptions.

B. Post Construction Phase – RPR Services

1. Detailed above if repairs are needed.

C. Post Construction Phase – Client's Responsibilities:

1. Warranty Observation - Exterior only:
 - a. Provide scheduling for mutually agreeable inspection date.
 - b. Provide access to DIXON personnel to all areas scheduled for inspection.
 - c. Provide insurance for Client's personnel. They are not covered by DIXON's insurance.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Client's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Thirty-Six Thousand, Two Hundred Dollars, \$36,200** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02- Technical Specifications			\$8,000	Lump Sum
A1.03- Bidding & Contract Documents			\$1,000	Lump Sum
A1.03- Bid Opening Meeting	1	\$2,000	\$2,000	Unit Price
A1.04- Preconstruction Meeting	1	\$2,000	\$2,000	Unit Price
A1.04- PA, Basic, & Other Defined Services			\$5,000	Lump Sum
A1.04- RPR Weld Observation	2	\$1,400	\$2,800	Unit Price
A1.04- RPR Coating Observation	8	\$1,300	\$10,400	Unit Price
A1.05- Warranty Observation			\$5,000	Lump Sum
TOTAL:			\$36,200	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or

adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "Undisclosed" Constituents of Concern.
 3. "Known" Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered "Known" CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



More than a Project™

April 9, 2026

Mr. John Spinks, Council President
Town of Hebron, Indiana
PO Box 478
Hebron, Indiana 46341

Re: Proposal for Professional Services
Cobb Creek Smoke Testing

Dear Mr. Spinks and Members of the Council:

We are pleased to present this Proposal to the Town of Hebron (hereinafter referred to as OWNER) to provide Professional Services in conjunction with Cobb Creek Smoke Testing.

I. PROJECT DESCRIPTION

Approximately 26 sanitary manhole inspections, smoke testing notifications, approximately 5,950 LF of sanitary sewer smoke testing, and preparation of report detailing the results of the investigations in the Cobb Creek area. The Cobb Creek area includes sanitary sewers along Cobb Creek north of the treatment plant to State Road 8 along with the Vitrified Clay sanitary sewers along Norbeh Drive. Herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. Smoke Testing

1. Smoke Testing Notification/Coordination

- a. Prepare draft property owner notification language for OWNER's review. The language will notify property owners of smoke testing operations to be completed, what to expect, and provide a contact number for property owners to call if necessary.
- b. Incorporate OWNER's review comments and prepare final property owner notification language. The Scope of Services and Fee is based upon OWNER coordinating with emergency responders, schools, etc. and ENGINEER

completing door-to-door notification through delivery of "door hangers" prior to testing.

- c. When necessary, provide additional coordination with commercial property owners or other property owners that may be sensitive to smoke testing.

2. Smoke Testing

- a. Perform smoke testing as directed by the OWNER of sanitary sewers in the selected PROJECT Area. Field observations will be made for areas where smoke is detected and will include digital photographs and a description of the location and potential contributing surface water areas. Individual smoke testing defect sheets will be provided.
- b. GPS survey equipment will be utilized to obtain northings and eastings of each smoke testing defect. Accuracy of northings and eastings and elevations will be to the nearest 0.5'.
- c. The Fee Justification is based upon two (2) staff members from ENGINEER performing the smoke testing.

3. Report of Findings

- a. Prepare a report detailing the findings of the field work and investigations performed.
- b. Review the draft report with OWNER, address OWNER's review comments, and prepare the final Tech Memo. One (1) hardcopy and an electronic copy of the final report shall be provided to OWNER.

- 4. The Scope of Services does not include follow up notifications or inspections of those residences with private defects.

B. Manhole Inspections

- 1. Perform structure inspections for approximately 26 (twenty-six) accessible sanitary manholes within the sanitary collection system. Manhole inspections will document structural conditions, contribution of I/I, and identify rehabilitation needs. OWNER shall be provided a list of manholes that could not be field located or accessed (e.g., buried) for OWNER to locate/make accessible for inspection by ENGINEER. Digital photographs will be taken, and inspection forms will be prepared for each inspected manhole.

III. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A through II.B shall be on a time and materials basis in the not-to-exceed amount of \$15,900.00.



- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

IV. SCHEDULE

The proposed schedule is as follows:

Activity	Days from Notice-to-Proceed
Manhole Inspections	120
Smoke Testing	120
Draft I/I Investigation Report	150
Final I/I Investigation Report	14 (days after receipt of OWNER comments)

V. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 2026.

ENGINEER
WESSLER ENGINEERING, INC.

OWNER
TOWN OF HEBRON, INDIANA

Robert W. Holden, II, Ph.D., P.E.
Senior Vice President

John H. Spinks, Jr.
Town Council President

Attest:_____
Tyler P. Hammerle, P.E.
Project Manager

Attest:_____
Jamie Uzelac
Clerk-Treasurer

Date: 4/10/2026

Date:_____

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
Town of Hebron
PO Box 478
Hebron, IN 46341

TPH/dmk Clients:/Hebron/Proposals/P10117/Cobb Creek Smoke Testing

Attachments: No. 1 – Standard Terms and Conditions
 No. 2 – 2026 Hourly Rate and Reimbursable Expense Schedule
 No. 3 – E-Verify Affidavit



ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

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

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

ATTACHMENT NO. 2

2026 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$275/\$295
Senior Project Manager I/II	\$230/\$260
Senior Project Engineer I/II	\$230/\$260
Project Manager I/II	\$180/\$200
Construction Project Manager I/II	\$180/\$200
Assistant Construction Project Manager	\$165
Project Engineer I/II/III/IV	\$150/\$165/\$180/\$200
Engineer	\$130
Electrical/Control System Senior Project Manager I/II	\$235/\$280
Electrical/Control System Senior Project Engineer I/II	\$235/\$265
Electrical/Control System Project Manager I/II	\$180/\$200
Electrical/I&C Project Engineer I/II/III/IV	\$155/\$170/\$185/\$205
Electrical/I&C Engineer	\$135
Control System Engineer I/II/III/IV	\$155/\$170/\$185/\$205
Control System Technician I/II	\$105/\$115
Senior Mechanical Engineer I/II	\$230/\$260
Environmental Services Senior Project Manager I/II	\$180/\$195
Environmental Services Project Manager I/II	\$155/\$165
Environmental Services Assistant Project Manager	\$120
Environmental Scientist I/II/III/IV	\$95/\$105/\$125/\$135
Senior CAD Manager I	\$195
CAD Manager I/II	\$150/\$165
GIS Manager I/II	\$135/\$160
Senior Designer I/II	\$145/\$160
Designer	\$130
GIS Technician I/II/III	\$105/\$120/\$125
Technician I/II/III/IV	\$80/\$100/\$110/\$120
Senior Resident Project Representative I/II	\$135/\$145
Resident Project Representative I/II/III/IV	\$85/\$105/\$115/\$125
Senior Field Services Manager	\$165
Field Services Manager I/II	\$125/\$140
Registered/Professional Land Surveyor	\$225
Senior Survey Technician	\$170
Survey Manager I/II	\$140/\$150
Survey Crew Chief I/II/III/IV	\$95/\$115/\$125/\$140
Funding Coordinator	\$150
Utility Coordinator	\$140
Senior Project Analyst	\$150
Project Analyst I/II	\$115/\$130
Project Coordinator	\$95
Project Administrator	\$75

Reimbursable Expenses

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11"/ 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18"/ 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$30.00 per hour
Drone Equipment		\$30.00 per hour
Sewer CCTV Camera		\$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

Effective Date: January 1, 2026

ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Dylan L. Lambermont

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 5th day of January, 2026.



(Signed) 

Dawn M. Keyler

My commission expires August 14, 2032

Residing in Marion County, State of Indiana



More than a Project™

April 9, 2026

Mr. John Spinks, Council President
Town of Hebron, Indiana
PO Box 478
Hebron, Indiana 46341

Re: Proposal for Professional Services
Southwest Hebron Smoke Testing

Dear Mr. Spinks and Members of the Council:

We are pleased to present this Proposal to the Town of Hebron (hereinafter referred to as OWNER) to provide Professional Services in conjunction with Southwest Hebron Smoke Testing.

I. PROJECT DESCRIPTION

Approximately 69 sanitary manhole inspections, smoke testing notifications, approximately 16,100 LF of sanitary sewer smoke testing, and preparation of report detailing the results of the investigations in the Southwest Hebron area. This area is bordered by Monroe Street Lift Station and West Sigler Street to the north, South Harrison Street to the west, West Jackson Street to the south, and Main Street to the east. Herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. Smoke Testing

1. Smoke Testing Notification/Coordination
 - a. Prepare draft property owner notification language for OWNER's review. The language will notify property owners of smoke testing operations to be completed, what to expect, and provide a contact number for property owners to call if necessary.
 - b. Incorporate OWNER's review comments and prepare final property owner notification language. The Scope of Services and Fee is based upon OWNER coordinating with emergency responders, schools, etc. and ENGINEER

completing door-to-door notification through delivery of "door hangers" prior to testing.

- c. When necessary, provide additional coordination with commercial property owners or other property owners that may be sensitive to smoke testing.
2. Smoke Testing
 - a. Perform smoke testing as directed by the OWNER of sanitary sewers in the selected PROJECT Area. Field observations will be made for areas where smoke is detected and will include digital photographs and a description of the location and potential contributing surface water areas. Individual smoke testing defect sheets will be provided.
 - b. GPS survey equipment will be utilized to obtain northings and eastings of each smoke testing defect. Accuracy of northings and eastings and elevations will be to the nearest 0.5'.
 - c. The Fee Justification is based upon two (2) staff members from ENGINEER performing the smoke testing.
3. Report of Findings
 - a. Prepare a report detailing the findings of the field work and investigations performed.
 - b. Review the draft report with OWNER, address OWNER's review comments, and prepare the final report. One (1) hardcopy and an electronic copy of the final report shall be provided to OWNER.
4. The Scope of Services does not include follow up notifications or inspections of those residences with private defects.

B. Manhole Inspections

1. Perform structure inspections for approximately 69 accessible sanitary manholes within the sanitary collection system. Manhole inspections will document structural conditions, contribution of I/I, and identify rehabilitation needs. OWNER shall be provided a list of manholes that could not be field located or accessed (e.g., buried) for OWNER to locate/make accessible for inspection by ENGINEER. Digital photographs will be taken, and inspection forms will be prepared for each inspected manhole.

III. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A through II.B shall be on a time and materials basis in the not-to-exceed amount of \$34,200.00.



- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

IV. SCHEDULE

The proposed schedule is as follows:

Activity	Days from Notice-to-Proceed
Manhole Inspections	120
Smoke Testing	120
Draft I/I Investigation Report	150
Final I/I Investigation Report	14 (days after receipt of OWNER comments)

V. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 2026.

ENGINEER
WESSLER ENGINEERING, INC.

OWNER
TOWN OF HEBRON, INDIANA

Robert W. Holden, II, Ph.D., P.E.
Senior Vice President

John H. Spinks, Jr.
Town Council President

Attest:_____
Tyler P. Hammerle, P.E.
Project Manager

Attest:_____
Jamie Uzelac
Clerk-Treasurer

Date: 4/10/2026

Date:_____

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
Town of Hebron
PO Box 478
Hebron, IN 46341

TPH/dmk Clients:/Hebron/Proposals/P10117/SW Hebron Smoke Testing

Attachments: No. 1 – Standard Terms and Conditions
 No. 2 – 2026 Hourly Rate and Reimbursable Expense Schedule
 No. 3 – E-Verify Affidavit



ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

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

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

ATTACHMENT NO. 2

2026 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$275/\$295
Senior Project Manager I/II	\$230/\$260
Senior Project Engineer I/II	\$230/\$260
Project Manager I/II	\$180/\$200
Construction Project Manager I/II	\$180/\$200
Assistant Construction Project Manager	\$165
Project Engineer I/II/III/IV	\$150/\$165/\$180/\$200
Engineer	\$130
Electrical/Control System Senior Project Manager I/II	\$235/\$280
Electrical/Control System Senior Project Engineer I/II	\$235/\$265
Electrical/Control System Project Manager I/II	\$180/\$200
Electrical/I&C Project Engineer I/II/III/IV	\$155/\$170/\$185/\$205
Electrical/I&C Engineer	\$135
Control System Engineer I/II/III/IV	\$155/\$170/\$185/\$205
Control System Technician I/II	\$105/\$115
Senior Mechanical Engineer I/II	\$230/\$260
Environmental Services Senior Project Manager I/II	\$180/\$195
Environmental Services Project Manager I/II	\$155/\$165
Environmental Services Assistant Project Manager	\$120
Environmental Scientist I/II/III/IV	\$95/\$105/\$125/\$135
Senior CAD Manager I	\$195
CAD Manager I/II	\$150/\$165
GIS Manager I/II	\$135/\$160
Senior Designer I/II	\$145/\$160
Designer	\$130
GIS Technician I/II/III	\$105/\$120/\$125
Technician I/II/III/IV	\$80/\$100/\$110/\$120
Senior Resident Project Representative I/II	\$135/\$145
Resident Project Representative I/II/III/IV	\$85/\$105/\$115/\$125
Senior Field Services Manager	\$165
Field Services Manager I/II	\$125/\$140
Registered/Professional Land Surveyor	\$225
Senior Survey Technician	\$170
Survey Manager I/II	\$140/\$150
Survey Crew Chief I/II/III/IV	\$95/\$115/\$125/\$140
Funding Coordinator	\$150
Utility Coordinator	\$140
Senior Project Analyst	\$150
Project Analyst I/II	\$115/\$130
Project Coordinator	\$95
Project Administrator	\$75

Reimbursable Expenses

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$30.00 per hour
Drone Equipment		\$30.00 per hour
Sewer CCTV Camera		\$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

Effective Date: January 1, 2026

ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Dylan L. Lambermont

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 5th day of January, 2026.



(Signed) 

Dawn M. Keyler

My commission expires August 14, 2032

Residing in Marion County, State of Indiana

Hebron 2025 CCMG Call 1 Phase 2 Snake Flats – Punchlist – (5.18.2026)			
Location	Description	Date Resolved	Initials
Bates and Lincoln Street Intersection	Street Sign is missing. Used to be on top of stop sign.		
204 Taylor Street	Fix where road meets drive on north corner. Make sure water cannot pool here.		
Structure 105A	Swale needs to be adjusted to make sure water can get into structure and then reseed.		
East End of Bates Street	Fill in dirt at where truck drove off asphalt and then re-seed.		
Each Structure	Ensure seeding goes all the way up to structures. Some cones were preventing seeding from surrounding structures.		
All Structures	All structures should be visually inspected to make sure they are properly cleaned. This means no loose bricks, Asphalt, Trash, wood, or other materials inside of the structures that are not meant to be there. See list for inspectors' comments for a list of structures that should be cleaned. All structures should be double checked since inspector could not go down into structures.		

Hebron 2025 CCMG Call 1 Phase 2 Snake Flats – Structure Check – (5.13.2026)			
Structure	Description	Date Resolved	Initials
100B	Acceptable		
100	Some Debris		
100A	Some Debris		
101	Excessive Debris, should be cleaned		
102	Acceptable		
102A	Acceptable		
103	Some debris		
103A	Acceptable		
104	Piece of wood in structure should be cleaned		
104A	Some debris		
105	Bricks in bottom? Could not tell, double check for cleaning		
105A	Acceptable		
106	Some debris		
107	Acceptable		
107B	Some debris		
107A	Some debris		
3B	Acceptable		
3C	Acceptable		
0	Possible asphalt in structure should be cleaned		
0A	Acceptable		
0B	Acceptable		



0C	Acceptable		
0D	Acceptable		
0E	Acceptable		
1	Asphalt in structure, should be cleaned		
1A	Acceptable		
1B	Acceptable		
1C	Some Debris		
1D	Some Debris		
2	Asphalt in structure, should be cleaned		
2A	Acceptable		
3	Asphalt in structure, should be cleaned		
3B	Acceptable		
3C	Acceptable		
3D	Acceptable		
3E	Acceptable		
4	Acceptable		
4A	Some debris		
5	Acceptable		
5A	Acceptable		
6	Acceptable		
6A	Some debris		
7	Acceptable		
7A	Some debris		





Hebron Indiana

Employee Detail Report

05/01/2026 - 05/31/2026

Water Hours	Wastewater Hours	Stormwater Hours	Street Hours	Meter Reading Hours	Leaf/Limb Hours	Park Maintenance Hours	Locate Hours	Mowing Hours	Plowing/Salting Hours	Total Hours
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Group: 012- Andy Kalinowski

15.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0
16.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0
16.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0
20.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	34.0
67.0	87.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	154.0

Group Total: 4

Group: 012- Bill Jenkins

8.0	0.0	4.0	17.5	0.0	0.0	0.0	0.0	0.5	0.0	0.0
5.0	0.0	2.0	26.0	0.0	0.0	4.0	0.0	1.0	0.0	38.0
2.0	1.0	0.0	18.0	0.0	19.0	0.0	0.0	0.0	0.0	40.0
0.0	0.0	3.0	20.0	0.0	0.0	6.0	0.0	3.0	0.0	32.0
15.0	1.0	9.0	81.5	0.0	19.0	10.0	0.0	4.5	0.0	110.0

Group Total: 4

Group: 012- Dustin Lindsey

16.0	0.0	0.0	5.0	0.0	0.0	0.0	18.0	0.0	0.0	39.0
10.0	0.0	3.0	15.5	2.0	0.0	1.0	8.0	0.0	0.0	39.5
6.5	4.0	2.0	25.0	0.0	0.0	5.0	0.0	1.0	0.0	43.5
8.0	0.0	0.0	15.0	0.0	0.0	6.0	3.0	0.0	0.0	32.0
40.5	4.0	5.0	60.5	2.0	0.0	12.0	29.0	1.0	0.0	154.0

Group Total: 4

Group: 012- Shawn Jenkins

2.5	0.0	0.5	13.0	0.0	0.0	4.0	0.0	9.5	0.0	29.5
2.0	1.0	6.0	14.0	0.0	0.0	0.0	0.0	19.0	0.0	42.0
11.0	0.0	0.0	0.0	0.0	27.0	0.0	0.0	0.0	0.0	38.0
13.0	1.0	2.0	25.5	0.0	0.0	0.0	0.0	0.0	0.0	41.5
28.5	2.0	8.5	52.5	0.0	27.0	4.0	0.0	28.5	0.0	151.0

Group Total: 4

151.0	94.0	22.5	194.5	2.0	46.0	26.0	29.0	34.0	0.0	569.0
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Total Records: 16

6/1/2026