City of Butler, Indiana
215 South Broadway
Butler, IN 46721

Phone: 260-868-5200
www.cityofbutler.in.gov

Board of Works Members: Bob Haywood, Justin Smith, Mike Hartman. All appointed by Mayor Hartman

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BOARD OF WORKS & PUBLIC SAFETY AGENDA
MEETING ON OCTOBER 5, 2026
6:30 PM

1. Call Meeting to Order
2. Minutes of previous meeting – September 19th
3. Public Questions or Comments Pertaining to Agenda Items Only
4. Payments & Vouchers
   a. Payroll Claim Register for Pay Period 9/7 to 9/20 in the amount of $48,396.10
   b. September Elected Pay in the amount of $4,532.96
   c. 2nd & 3rd Quarter Appointed Pay in the amount of $1,601.94
   d. Vouchers for the Period 9/19 to 10/2 in the amount of $279,724.21
5. Adjustment Requests
   a. 2026-33, 110 N Beech. Clerical error. Remove late fees of $5.57
   b. 2026-34, 120 Meadowmere. Pool Fill. Credit wastewater $36.52
   c. 2026-35, 201 N Ivy. Leaking outside spigot. Credit wastewater $123.29
6. Department Reports
   a. Police
   b. Fire
   c. Code Enforcement
   d. Streets
   e. Parks
   f. Information Technology
      i. Sound Equipment for Council Chambers
   g. Water
   h. Wastewater
7. City Attorney

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8. Clerk-Treasurer
9. Board of Works Members
10. Mayor
    a. Special Event Requests:
        i. Harvest Festival, October 10th
        ii. Boo Bash, October 24th
        iii. Christmas Vendor Bazaar, November 14th
        iv. Christmas Festival, December 5th
    b. Community Crossings Matching Grant – City's match of $12,140
    c. Cell Phone Tower Lease Agreement
11. Audience and/or Public Comments
12. Adjourn

September 21, 2026
Board of Works

Present:

Bob Haywood, Board of Works
Kristie Laub, Council President
Gale Ryan, Council Member
Angela Eck, Clerk-Treasurer
Gavyn Aden, Wastewater Superintendent
Braxton Minkey, IT Specialist
Donald Stuckey, City Attorney
Kris Tadsen, Street Superintendent

Absent:

Mike Hartman, Mayor
Justin Smith, Board of Works
Andy Cintron, Water Superintendent
Ron Mausteller, Fire Chief
Stuart Mutzfeld, Code Enforcement
Matt Traster, Police Chief

This meeting is being Livestreamed and can be found at www.youtube.com@CityofButlerIN. These meetings will be available for viewing for at least 90 days past the date of the recording.

Mrs. Laub opened the regular session of the Board of Works at 6:30 pm at 215 South Broadway.

The minutes from the September 8th meeting were presented. Mr. Ryan made a motion to approve the minutes and Mr. Haywood seconded the motion. The motion passed with all in favor.

Mrs. Laub asked for comments or questions from audience pertaining to the agenda items.
None

Payments and Vouchers
Pay Period 8/24 to 9/6 in the amount of $47,468.56
Second Half Police Clothing Allowance in the amount of $2,321.83
Vouchers for the period 9/5 to 9/18 in the amount of $106,071.55
Mr. Haywood made a motion to approve the claims and vouchers as presented and Mr. Ryan seconded the motion. The motion passed with all in favor.

Utility Billing Adjustment Requests:
2026-32, 520 W Liberty. Clerical Error. Remove late fees of $32.18.
Mr. Ryan made a motion to approve the adjustments and Mr. Haywood seconded the motion. The motion passed with all in favor.

Streets & Parks
Street Superintendent Kris Tadsen presented three quotes to replace the sidewalk in front of 321 Depot Street. The quotes were from Kiracofe, Pulver and Webb. Kiracofe came in the lowest at $4,840. Kiracofe is already near that location building a new home. Mr. Haywood made a motion to award the project to Kiracofe at a price not to exceed $4,840 and Mr. Ryan seconded the motion. The motion passed with all in favor.

Mr. Tadsen presented additional information concerning the landscaping at Dick Miller Park. Summers Landscaping bid came in right after the last meeting and was lower than the previous low bid from Franz Nursery. If the Board agrees to amend the awarding of the project to Summers, the City can save $5,600. There was discussion. Franz had not been contacted yet because the Summers price arrived the same evening that the Board last met.

Mr. Haywood made a motion to amend the Board's previous decision and to award the project to Summers and A Plus Irrigation at a price not to exceed $19,849.70. Mr. Ryan seconded the motion. The motion passed with all in favor.

Mr. Tadsen reported that the Dingo will be delivered Wednesday and will include onsite training.

September 21, 2026
Board of Works

Information Technology
IT Specialist Braxton Minkey requested permission to purchase a work phone for him and add it to the City's T-Mobile account. The phone will cost $929.99 and the monthly fee is $29.40. There was discussion. Mr. Ryan made a motion to approve the work phone and Mr. Haywood seconded the motion. The motion passed with all in favor.

Mayor
Mrs. Laub presented a Special Event Request for a Disc Golf Tournament on September 26th. Mr. Haywood made a motion to approve the special event request and Mr. Ryan seconded the motion. The motion passed with all in favor.

Mr. Haywood made a motion to adjourn at 6:42 pm and Mr. seconded the motion. The motion passed with all in favor.

Mayor

Board of Works

Angela M. Eck
Clerk-Treasurer

Board of Works

City of Butler
Payroll Claim Register

From: 9/7/2026 To: 9/20/2026

Claim Number	Gross Pay	Check Number	Amount of Claim
24588	$1,455.00	Direct Deposit	$1,145.97
24589	$2,948.82	Direct Deposit	$2,154.61
24590	$1,778.68	Direct Deposit	$1,399.02
24591	$746.85	Direct Deposit	$506.79
24592	$2,899.46	Direct Deposit	$2,372.52
24593	$2,508.76	Direct Deposit	$1,902.87
24594	$869.44	Direct Deposit	$652.50
24595	$725.20	Direct Deposit	$498.05
24596	$330.87	Direct Deposit	$288.75
24597	$1,232.61	Direct Deposit	$1,002.17
24598	$2,347.30	Direct Deposit	$1,756.43
24599	$2,609.08	Direct Deposit	$1,864.48
24600	$144.00	Direct Deposit	$126.44
24601	$2,525.21	Direct Deposit	$1,887.56
24602	$1,440.00	Direct Deposit	$1,081.21
24603	$2,538.45	Direct Deposit	$2,009.53
24604	$2,036.35	Direct Deposit	$1,671.24
24605	$3,027.57	Direct Deposit	$2,473.01
24606	$584.00	Direct Deposit	$508.94
24607	$1,944.38	Direct Deposit	$1,404.84
24608	$264.00	Direct Deposit	$227.35
24609	$547.50	Direct Deposit	$477.81
24610	$2,043.00	Direct Deposit	$1,506.46
24611	$1,747.20	Direct Deposit	$1,247.68
24612	$2,266.98	Direct Deposit	$1,928.49
24613	$2,266.98	Direct Deposit	$1,929.77
24614	$1,775.00	Direct Deposit	$1,459.55
24615	$465.00	Direct Deposit	$405.81
24616	$2,636.76	Direct Deposit	$2,148.83
24617	$2,796.70	Direct Deposit	$2,226.54
24618	$2,478.90	Direct Deposit	$1,903.40
24619	$821.31	Direct Deposit	$719.74
24620	$1,695.00	Direct Deposit	$1,270.31
24621	$2,968.54	Direct Deposit	$2,173.54
24622	$2,678.08	Direct Deposit	$2,063.89
	$62,142.98		$48,396.10

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-6.

Sept. 21 , 2026

Angela M. Eck
Fiscal Officer

Allowance of Vouchers

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in Lieu of signing each claim the governing body is allowing)

We have examined the claims listed on the foregoing Register of Claims, consisting of (1) pages, and except for claims not allowed as shown on the Register, such claims are hereby allowed in the total amount of $48,396.10
Dated 10/5/2026

Signed

Signed

September Elected

City of Butler
Payroll Claim Register

From: 9/1/2026 To: 9/30/2026

Claim Number	Gross Pay	Check Number	Amount of Claim
24623	$2,426.67	Direct Deposit	$2,189.34
24624	$230.00	Direct Deposit	$205.63
24625	$458.33	Direct Deposit	$399.98
24626	$458.33	Direct Deposit	$399.98
24627	$458.33	Direct Deposit	$399.98
24628	$230.00	Direct Deposit	$200.72
24629	$458.33	Direct Deposit	$362.35
24630	$458.33	Direct Deposit	$374.98
	$5,178.32		$4,532.96

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-6.

Sept. 25, 2026

Angela M. Eck
Fiscal Officer

Allowance of Vouchers

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in Lieu of signing each claim the governing body is allowing).

We have examined the claims listed on the foregoing Register of Claims, consisting of (1) pages, and except for claims not allowed as shown on the Register, such claims are hereby allowed in the total amount of $4,532.96
Dated 10/5/2026

Signed

Signed

Signed

Board Members

Appointed Pay

City of Butler
Payroll Claim Register

From: 9/1/2026 To: 9/30/2026

Claim Number	Gross Pay	Check Number	Amount of Claim
24655	$200.00	0000030217	$179.46
24656	$150.00	0000030206	$130.90
24657	$100.00	0000030209	$87.27
24658	$50.00	0000030208	$43.64
24659	$200.00	0000030215	$174.54
24660	$150.00	0000030207	$130.90
24661	$150.00	0000030214	$130.90
24662	$150.00	0000030212	$130.90
24663	$180.00	0000030210	$157.09
24664	$150.00	0000030213	$130.90
24665	$150.00	0000030211	$130.90
24666	$200.00	0000030216	$174.54
	$1,830.00		$1,601.94

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-6.

Sept. 30, 2026

Angela M. Eck
Fiscal Officer

Allowance of Vouchers

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in Lieu of signing each claim the governing body is allowing).

We have examined the claims listed on the foregoing Register of Claims, consisting of (1) pages, and except for claims not allowed as shown on the Register, such claims are hereby allowed in the total amount of $1,601.94
Dated 10/5/2026

Signed

Signed

Signed

Board Members

City of Butler

Claims Register - Voucher

September 19 to October 2, 2026

Batch Number	Batch Description	Journal Date	Batch Total
36670	2026-8 court checks	8/30/2026	23,643.42
36673	2026-9 transfers to BONY	9/21/2026	62,418.00
36680	2026-9-23 EFTS	9/21/2026	23,807.34
36682	2026-9-22 PHP	9/22/2026	28,052.53
36698	2026-9-24 Lake City	9/24/2026	9,186.29
36701	2026-9-24 Checks	9/24/2026	942.48
36703	2026-9 elected 941	9/25/2026	862.38
36705	2026-9-28 Facade Grant	9/28/2026	20,000.00
36716	2026-10-1 checks	10/1/2026	75,394.51
36720	2026-9 appointed 941	9/30/2026	280.04
36749	2026-10-6 ACH	10/6/2026	33,505.11
36751	2026-9-24 LLFB credit card	9/24/2026	1,632.11

$ 279,724.21 Grand Total

Allowance of Vouchers

We have examined the vouchers listed on the foregoing accounts payable register, consisting of 26 pages, and except for the vouchers not allowed on the register such vouchers are hereby allowed in the total amount of $ 279,724.21 dated the 5th day of October, 2026

Board of Works Members:

_____

_____

_____

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

10/2/2026 Angela M. Eck

Date Fiscal Officer

City of Butler
Payment Batch Report

Batch ID: 36670 Batch Description: 2026-8 court checks

Journal Date: 8/30/2026 Posted Date: 9/21/2026 Control Total: $23,643.42

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000002917 Court Checking - Court Checking	Butler City Court	2026-8 checks	2026-8 court checks cleared Yes Yes	$23,643.42

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-8 ch	08/31/2026	1	2026-8 court checks cleared	2500.13.45500	PO 2026-01084, Line 1	$23,643.42

Batch 36670 Total: $23,643.42

Payment Batch Report

Batch ID: 36673 Batch Description: 2026-9 transfers to BONY

Journal Date: 9/21/2026 Posted Date: 9/21/2026 Control Total: $62,418.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026164	City Of Butler	2026-9 water transfers, 2026-9 ww transfers	2026-9 water transfers to BONY				$62,418.00
Bank 1 Checks - 01-CSB Checking					Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9 wa	09/21/2026	1	2026-9 water transfers to BONY	6101.50.66800	PO 2026-01085, Line 1	$10,285.00
2026-9 wa	09/21/2026	2	2026-9 water transfers to BONY	6101.50.66802	PO 2026-01085, Line 2	$2,014.00
2026-9 ww	09/21/2026	1	2026-9 ww b&i to BONY	6201.53.66800	PO 2026-01086, Line 1	$50,119.00

Batch 36673 Total: $62,418.00

Payment Batch Report

Batch ID: 36680 Batch Description: 2026-9-23 EFTS

Journal Date: 9/21/2026 Posted Date: 9/21/2026 Control Total: $23,807.34

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026166	1977 Police & Fire Fund	2026-9-23	employee benefits				$5,613.58
Bank 1 Checks - 01-CSB Checking	PO Box 66165 Indianapolis, IN 46266				Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-23	09/21/2026	1	employee benefits	1101.17.41300	PO 2026-01088, Line 1	$5,613.58

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026167	1977 Police & Fire Fund	2026-9-23	employee benefits				$801.94
Bank 1 Checks - 01-CSB Checking	PO Box 66165 Indianapolis, IN 46266				Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-23	09/21/2026	1	employee benefits	2243.19.41300	PO 2026-01089, Line 1	$801.94

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026168	FWT & FICA taxes	Inv_38072, Inv_38073	Deduction: Federal Tax				$12,045.38
Bank 1 Checks - 01-CSB Checking					Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Inv_38072	09/23/2026	1	Deduction: Federal Tax	8902.12.10100		$5,407.40
Inv_38072	09/23/2026	2	Deduction: Medicare	8903.12.10100		$3,318.99
Inv_38073	09/23/2026	1	Matching for Medicare	1101.24.41300		$35.29
Inv_38073	09/23/2026	2	Matching for Medicare	1101.23.41300		$14.59
Inv_38073	09/23/2026	3	Matching for Medicare	2204.30.41300		$112.78
Inv_38073	09/23/2026	4	Matching for Medicare	2201.28.41300		$381.19
Inv_38073	09/23/2026	5	Matching for Medicare	2243.19.41300		$379.73
Inv_38073	09/23/2026	6	Matching for Medicare	1101.18.41300		$81.84
Inv_38073	09/23/2026	7	Matching for Medicare	6101.50.41300		$532.25
Inv_38073	09/23/2026	8	Matching for Medicare	6201.53.41300		$782.93
Inv_38073	09/23/2026	9	Matching for Medicare	1101.26.41300		$57.13
Inv_38073	09/23/2026	10	Matching for Medicare	1101.17.41300		$363.66
Inv_38073	09/23/2026	11	Matching for Medicare	1101.13.41300		$193.19
Inv_38073	09/23/2026	12	Matching for FICA	2240.19.41300		$141.45
Inv_38073	09/23/2026	13	Matching for FICA	1101.12.41300		$95.93
Inv_38073	09/23/2026	14	Matching for FICA	6604.56.41300		$30.05
Inv_38073	09/23/2026	15	Matching for Medicare	1101.11.41300		$116.98

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026165	Indiana State Central Collection Unit	Inv_38075	Deduction: Child Support				$170.42
Bank 1 Checks - 01-CSB Checking	PO Box 6219 Indianapolis, IN 46206-6219				Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Inv_38075	09/23/2026	1	Deduction: Child Support	8908.12.45900		$170.42

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026169	Public Employees' Retirement Fund	Inv_38077, 2026-9-23	Deduction: Extra Perf				$5,176.02
Bank 1 Checks - 01-CSB Checking					Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-23	09/21/2026	1	employee benefit	1101.11.41300	PO 2026-01087, Line 1	$223.93
2026-9-23	09/21/2026	2	employee benefit	1101.13.41300	PO 2026-01087, Line 2	$132.36

2026-9-23	09/21/2026	3	employee benefit	1101.13.41300	PO 2026-01087, Line 3	$248.10
2026-9-23	09/21/2026	4	employee benefit	1101.17.41300	PO 2026-01087, Line 4	$204.48
2026-9-23	09/21/2026	5	employee benefit	1101.18.41300	PO 2026-01087, Line 5	$152.97
2026-9-23	09/21/2026	6	employee benefit	1101.23.41300	PO 2026-01087, Line 6	$28.40
2026-9-23	09/21/2026	7	employee benefit	1101.24.41300	PO 2026-01087, Line 7	$69.01
2026-9-23	09/21/2026	8	employee benefit	2201.28.41300	PO 2026-01087, Line 8	$731.05
2026-9-23	09/21/2026	9	employee benefit	2204.30.41300	PO 2026-01087, Line 9	$220.95
2026-9-23	09/21/2026	10	employee benefit	2243.19.41300	PO 2026-01087, Line 10	$456.39
2026-9-23	09/21/2026	11	employee benefit	6101.50.41300	PO 2026-01087, Line 11	$679.63
2026-9-23	09/21/2026	12	employee benefit	6201.53.41300	PO 2026-01087, Line 12	$1,732.58
Inv_38077	09/23/2026	1	Deduction: Extra Perf	8904.12.10150		$296.17

Batch 36680 Total: $23,807.34

Payment Batch Report

Batch ID: 36682 Batch Description: 2026-9-22 PHP

Journal Date: 9/22/2026 Posted Date: 9/22/2026 Control Total: $28,052.53

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026170	PHP Level Solutions	Inv_37801, Inv_37895, 2026-9-22	Deduction: Health Insurance				$28,052.53
Bank 1 Checks - 01-CSB Checking	PO Box 776899 Chicago, IL 60677-6899				Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-22	09/22/2026	1	Oct premiums	1101.11.41402	PO 2026-01097, Line 1	$1,514.63
2026-9-22	09/22/2026	2	Oct premiums	1101.13.41400	PO 2026-01097, Line 2	$721.26
2026-9-22	09/22/2026	3	Oct premiums	1101.17.41400	PO 2026-01097, Line 3	$7,936.57
2026-9-22	09/22/2026	4	Oct premiums	1101.18.41400	PO 2026-01097, Line 4	$360.63
2026-9-22	09/22/2026	5	Oct premiums	2201.28.41400	PO 2026-01097, Line 5	$3,649.55
2026-9-22	09/22/2026	6	Oct premiums	2204.30.41300	PO 2026-01097, Line 6	$3,649.55
2026-9-22	09/22/2026	7	Oct premiums	2243.19.41400	PO 2026-01097, Line 7	$1,442.52
2026-9-22	09/22/2026	8	Oct premiums	6101.50.41300	PO 2026-01097, Line 8	$4,926.17
2026-9-22	09/22/2026	9	Oct premiums	6201.53.41300	PO 2026-01097, Line 9	$1,262.21
Inv_37801	08/12/2026	1	Deduction: Health Insurance	8904.12.10160		$1,294.72
Inv_37895	08/26/2026	1	Deduction: Health Insurance	8904.12.10160		$1,294.72

Batch 36682 Total: $28,052.53

Payment Batch Report

Batch ID: 36698 Batch Description: 2026-9-24 Lake City

Journal Date: 9/24/2026 Posted Date: 9/24/2026 Control Total: $9,186.29

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026171	Lake City Bank	2026-9-24	monthly credit card				$9,186.29
Bank 1 Checks - 01-CSB Checking	202 E Center St Warsaw, IN 46580				Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-24	09/24/2026	1	monthly credit card	2506.30.44400	PO 2026-01098, Line 1	$3,570.47
2026-9-24	09/24/2026	2	monthly credit card	6101.50.44400	PO 2026-01098, Line 2	$24.96
2026-9-24	09/24/2026	3	monthly credit card	1101.49.42100	PO 2026-01098, Line 3	$53.25
2026-9-24	09/24/2026	4	monthly credit card	1101.27.43301	PO 2026-01098, Line 4	$20.00
2026-9-24	09/24/2026	5	monthly credit card	1101.17.42200	PO 2026-01098, Line 5	$2,689.91
2026-9-24	09/24/2026	6	monthly credit card	1101.17.42100	PO 2026-01098, Line 6	$65.33
2026-9-24	09/24/2026	7	monthly credit card	2240.17.44400	PO 2026-01098, Line 7	$82.65
2026-9-24	09/24/2026	8	monthly credit card	2300.30.43000	PO 2026-01098, Line 8	$1,000.00
2026-9-24	09/24/2026	9	monthly credit card	6201.53.65000	PO 2026-01098, Line 9	$192.68
2026-9-24	09/24/2026	10	monthly credit card	6201.53.62100	PO 2026-01098, Line 10	$109.54
2026-9-24	09/24/2026	11	monthly credit card	2243.19.42300	PO 2026-01098, Line 11	$46.70
2026-9-24	09/24/2026	12	monthly credit card	1101.11.43901	PO 2026-01098, Line 12	$256.30
2026-9-24	09/24/2026	13	monthly credit card	6101.50.61503	PO 2026-01098, Line 13	$12.65
2026-9-24	09/24/2026	14	monthly credit card	1101.49.42300	PO 2026-01098, Line 14	$107.95
2026-9-24	09/24/2026	15	monthly credit card	1101.12.42100	PO 2026-01098, Line 15	$13.90
2026-9-24	09/24/2026	16	monthly credit card	1101.18.44900	PO 2026-01098, Line 16	$693.00
2026-9-24	09/24/2026	17	monthly credit card	2243.19.43108	PO 2026-01098, Line 17	$96.00
2026-9-24	09/24/2026	18	monthly credit card	2201.28.43200	PO 2026-01098, Line 18	$40.00
2026-9-24	09/24/2026	19	monthly credit card	6101.50.61503	PO 2026-01098, Line 19	$56.00
2026-9-24	09/24/2026	20	monthly credit card	6201.53.61503	PO 2026-01098, Line 20	$55.00

Batch 36698 Total: $9,186.29

Payment Batch Report

Batch ID: 36701 Batch Description: 2026-9-24 Checks
Journal Date: 9/24/2026 Posted Date: 9/25/2026 Control Total: $942.48

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0000030204 Bank 1 Checks - 01-CSB Checking	Aflac - Remittance Processing Services PO Box 5626 Chicago, IL 60680-5600	Inv_38000, Inv_38076	Deduction: AFLAC (Pre Tax)		Yes		$322.48

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Inv_38000	09/09/2026	1	Deduction: AFLAC (Pre Tax)	8904.12.10130		$161.24
Inv_38076	09/23/2026	1	Deduction: AFLAC (Pre Tax)	8904.12.10130		$161.24

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0000030205 Bank 1 Checks - 01-CSB Checking	Petty Cash	2026-9-24	cash for LLFB fundraiser		Yes		$500.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-24	09/24/2026	1	cash for LLFB fundraiser	2506.30.43000	PO 2026-01102, Line 1	$500.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0000030203 Bank 1 Checks - 01-CSB Checking	Precision Graphics 2144 Cr. 27 Waterloo, IN 46793	2026-9-24	LLFB banners & signs		Yes		$120.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-24	09/24/2026	1	LLFB banners & signs	2506.30.42300		$120.00

Batch 36701 Total: $942.48

Payment Batch Report

Batch ID: 36703 Batch Description: 2026-9 elected 941

Journal Date: 9/25/2026 Posted Date: 9/25/2026 Control Total: $862.38

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026172	FWT & FICA taxes	Inv_38087, Inv_38086	Matching for 15-15				$862.38
Bank 1 Checks - 01-CSB Checking					Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Inv_38086	09/30/2026	1	Deduction: FICA	8903.12.10100		$396.19
Inv_38086	09/30/2026	2	Deduction: Federal Tax	8902.12.10100		$70.00
Inv_38087	09/30/2026	1	Matching for FICA	1101.13.41300		$185.64
Inv_38087	09/30/2026	2	Matching for Medicare	1101.16.41300		$11.74
Inv_38087	09/30/2026	3	Matching for Medicare	6201.53.41300		$11.72
Inv_38087	09/30/2026	4	Matching for Medicare	6101.50.41300		$11.74
Inv_38087	09/30/2026	5	Matching for FICA	1101.14.41300		$175.35

Batch 36703 Total: $862.38

Payment Batch Report

Batch ID: 36705 Batch Description: 2026-9-28 Facade Grant

Journal Date: 9/28/2026 Posted Date: 9/28/2026 Control Total: $20,000.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026173	City Of Butler	2026 facade	Facade Grant Transfer				$20,000.00
Bank 1 Checks - 01-CSB Checking					Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026 faca	09/28/2026	1	Facade Grant Transfer	4406.27.44600	PO 2026-01106, Line 1	$20,000.00

Batch 36705 Total: $20,000.00

Payment Batch Report

Batch ID: 36716 Batch Description: 10-1-2026 Checks
Journal Date: 10/1/2026 Posted Date: 10/1/2026 Control Total: $75,394.51

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030238 Bank 1 Checks - 01-CSB Checking	API Construction Corp. 11808 St Rd 205E PO Box 191 La Otto, IN 46763	20637	pavement repairs from main break Yes	$12,800.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
20637	09/30/2026	1	pavement repairs from main break	6101.50.62300	PO 2026-01046, Line 1	$12,800.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030247 Bank 1 Checks - 01-CSB Checking	BLAND, JASON 801 W. Commerce Rd WALLED LAKE, MI 48390	UBInv_38082	Refund Deposit for 00987-001 (BLAND, JASON) Yes	$50.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 00987-001 (BLAND, JASON)	6104.50.60500		$50.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030261 Bank 1 Checks - 01-CSB Checking	BLAND, JASON 801 W. Commerce Rd WALLED LAKE, MI 48390	UBInv_38082	Refund Deposit for 00987-001 (BLAND, JASON) Yes	$50.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 00987-001 (BLAND, JASON)	6104.50.60500		$50.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030237 Bank 1 Checks - 01-CSB Checking	Carmen's Creation	000010	Boo Bash Yes	$748.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
000010	09/30/2026	1	Boo Bash	2300.30.43000		$748.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030239 Bank 1 Checks - 01-CSB Checking	Commonwealth Engineers, Inc 7256 Company Drive Indianapolis, IN 46237	67847, 67846	2026 NPDES & Mercury Variance application Yes	$2,021.03

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
67846	09/30/2026	1	EPA Pretreatment Compliance Inspection assistance	6201.53.63000	PO 2026-00141, Line 1	$1,684.16
67847	09/30/2026	1	2026 NPDES & Mercury Variance application	6201.53.63000	PO 2025-00915, Line 1	$336.87

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030248 Bank 1 Checks - 01-CSB Checking	Dallas, Sheila 4916 County Road 71 Butler, IN 46721	UBInv_38082	Refund Deposit for 01879-001 (Dallas, Sheila) Yes	$50.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 01879-001 (Dallas, Sheila)	6205.53.60500		$50.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description / Cashed / Printed / Voided	Payment Amount
0000030253 Bank 1 Checks - 01-CSB Checking	Dallas, Sheila 4916 County Road 71 Butler, IN 46721	UBInv_38082	Refund Deposit for 01879-001 (Dallas, Sheila) Yes	$50.00

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 01879-001 (Dallas, Sheila)	6104.50.60500		$50.00

Payment Batch Report

0000030240 Department of Water & Sanitation (payments) 2026-9-30 utilities $12,645.95

Bank 1 Checks - 01-CSB Checking Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-30	09/30/2026	1	utilities	1101.17.43503	PO 2026-01101, Line 1	$70.87
2026-9-30	09/30/2026	2	utilities	1101.16.43502	PO 2026-01101, Line 2	$10,631.40
2026-9-30	09/30/2026	3	utilities	2201.28.43503	PO 2026-01101, Line 3	$212.61
2026-9-30	09/30/2026	4	utilities	2204.30.43503	PO 2026-01101, Line 4	$276.08
2026-9-30	09/30/2026	5	utilities	6201.53.61505	PO 2026-01101, Line 5	$818.38
2026-9-30	09/30/2026	6	utilities	2243.19.43503	PO 2026-01101, Line 6	$636.61

0000030259 Fifield, Haley UBInv_38082 Refund Deposit for 01809-001 (Fifield, Haley) $50.00

Bank 1 Checks - 01-CSB Checking 207 W Main St Apt C Butler, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 01809-001 (Fifield, Haley)	6205.53.60500		$50.00

0000030256 Fifield, Haley UBInv_38082 Refund Deposit for 01809-001 (Fifield, Haley) $50.00

Bank 1 Checks - 01-CSB Checking 207 W Main St Apt C Butler, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 01809-001 (Fifield, Haley)	6104.50.60500		$50.00

0000030251 JACKSON, JOHN UBInv_38078 Refund Deposit for 00375-001 (JACKSON, JOHN) $50.00

Bank 1 Checks - 01-CSB Checking 9463 Kyle St MARK CENTER, OH 43536 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/21/2026	1	Refund Deposit for 00375-001 (JACKSON, JOHN)	6104.50.60500		$50.00

0000030255 JACKSON, JOHN UBInv_38078 Refund Deposit for 00375-001 (JACKSON, JOHN) $50.00

Bank 1 Checks - 01-CSB Checking 9463 Kyle St MARK CENTER, OH 43536 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/21/2026	1	Refund Deposit for 00375-001 (JACKSON, JOHN)	6104.50.60500		$50.00

0000030249 MBN PROPERTIES LLC UBInv_38082 Refund Deposit for 00686-003 (MBN PROPERTIES LLC) $50.00

Bank 1 Checks - 01-CSB Checking 7563 E LINCOLNWAY RD COLUMBIA CITY, IN 46725 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 00686-003 (MBN PROPERTIES LLC)	6104.50.60500		$50.00

0000030250 MBN PROPERTIES LLC UBInv_38082 Refund Deposit for 00686-003 (MBN PROPERTIES LLC) $50.00

Bank 1 Checks - 01-CSB Checking 7563 E LINCOLNWAY RD COLUMBIA CITY, IN 46725 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 00686-003 (MBN PROPERTIES LLC)	6104.50.60500		$50.00

0000030252 MOCK, JAMES UBInv_38082 Refund Deposit for 00640-001 (MOCK, JAMES) $50.00

Bank 1 Checks - 01-CSB Checking 321 N PARK LN BUTLER, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 00640-001 (MOCK, JAMES)	6104.50.60500		$50.00

0000030246 MOCK, JAMES UBInv_38082 Refund Deposit for 00640-001 (MOCK, JAMES) $50.00

Bank 1 Checks - 01-CSB Checking 321 N PARK LN BUTLER, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 00640-001 (MOCK, JAMES)	6104.50.60500		$50.00

0000030241 NIPSCO 2026-9-30 utilities $1,402.43

Bank 1 Checks - 01-CSB Checking PO Box 13007 Merrillville, IN 46411-3007 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-9-30	09/30/2026	1	utilities	1101.17.43502	PO 2026-01118, Line 1	$296.58
2026-9-30	09/30/2026	2	utilities	1101.49.43500	PO 2026-01118, Line 2	$91.68
2026-9-30	09/30/2026	3	utilities	2201.28.43502	PO 2026-01118, Line 3	$206.89
2026-9-30	09/30/2026	4	utilities	2243.19.43502	PO 2026-01118, Line 4	$96.44
2026-9-30	09/30/2026	5	utilities	6101.50.61502	PO 2026-01118, Line 5	$121.23
2026-9-30	09/30/2026	6	utilities	6201.53.61502	PO 2026-01118, Line 6	$589.61

0000030257 Norris, Lonnie UBInv_38082 Refund Deposit for 02034-001 (Norris, Lonnie) $50.00

Bank 1 Checks - 01-CSB Checking 620 W LIBERTY STREET BUTLER, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 02034-001 (Norris, Lonnie)	6104.50.60500		$50.00

0000030260 Norris, Lonnie UBInv_38082 Refund Deposit for 02034-001 (Norris, Lonnie) $50.00

Bank 1 Checks - 01-CSB Checking 620 W LIBERTY STREET BUTLER, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 02034-001 (Norris, Lonnie)	6205.53.60500		$50.00

0000030242 Purity Cylinder Gases Inc. 0002582915 supplies for welder $317.51

Bank 1 Checks - 01-CSB Checking PO Box 9390 Grand Rapids, MI 49509-0390 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
00025829	09/30/2026	1	supplies for welder	2302.19.44400	PO 2026-01112, Line 1	$317.51

0000030243 Russo Outdoor Power Plus SPI21801996 Toro Dingo $42,163.98

Bank 1 Checks - 01-CSB Checking 745 W US Hwy 30 Valparaiso, IN 46385 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
SPI21801	09/30/2026	1	Toro Dingo	2201.28.44400	PO 2026-01048, Line 1	$22,163.98
SPI21801	09/30/2026	2	Toro Dingo	2204.30.44400	PO 2026-01048, Line 2	$20,000.00

0000030244 Spectra Associates Inc. 46043-F infraction/ordinance binder #98 $217.50

Bank 1 Checks - 01-CSB Checking PO Box 333 Delmar, NY 12054 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount

46043-F	09/30/2026	1	infraction/ordinance binder #98		2230.13.42100	PO 2026-01105, Line 1	$217.50

0000030245 T-Mobile 215347340 ipads $343.15

Bank 1 Checks - 01-CSB Checking PO Box 742596 Cincinnati, OH 45274-2596 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
21534734	09/30/2026	1	ipads	1101.11.43201	PO 2026-01115, Line 1	$22.07
21534734	09/30/2026	2	ipads	1101.14.43201	PO 2026-01115, Line 2	$154.49
21534734	09/30/2026	3	ipads	1101.18.42100	PO 2026-01115, Line 3	$22.07
21534734	09/30/2026	4	ipads	1101.26.43200	PO 2026-01115, Line 4	$22.07
21534734	09/30/2026	5	ipads	2243.19.43201	PO 2026-01115, Line 5	$22.07
21534734	09/30/2026	6	ipads	6101.50.61503	PO 2026-01115, Line 6	$44.14
21534734	09/30/2026	7	ipads	6201.53.61503	PO 2026-01115, Line 7	$56.24

0000030262 Utility Supply Company 1575312, 1575784 curb box & 11 1/2 plastic lids $1,934.96

Bank 1 Checks - 01-CSB Checking 6310 South Harding Street Indianapolis, IN 46217 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1575312	09/30/2026	1	curb box	6101.50.44400	PO 2026-01107, Line 1	$614.96
1575784	09/30/2026	1	11 1/2" lids	6101.50.44400	PO 2026-01107, Line 2	$1,320.00

0000030254 Whitenack, Richard UBInv_38082 Refund Deposit for 01692-001 (Whitenack, Richard) $50.00

Bank 1 Checks - 01-CSB Checking 516 N BEECH ST APT D BUTLER, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 01692-001 (Whitenack, Richard)	6104.50.60500		$50.00

0000030258 Whitenack, Richard UBInv_38082 Refund Deposit for 01692-001 (Whitenack, Richard) $50.00

Bank 1 Checks - 01-CSB Checking 516 N BEECH ST APT D BUTLER, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
UBInv_38	09/23/2026	1	Refund Deposit for 01692-001 (Whitenack, Richard)	6205.53.60500		$50.00

Batch 36716 Total: $75,394.51

Payment Batch Report

Batch ID: 36720 Batch Description: 2026-9 appointed 941

Journal Date: 9/30/2026 Posted Date: 9/30/2026 Control Total: $280.04

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026174	FWT & FICA taxes	Inv_38102, Inv_38101	Matching for 15-15				$280.04
Bank 1 Checks - 01-CSB Checking					Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
Inv_38101	09/30/2026	1	Deduction: Medicare	8903.12.10100		$140.02
Inv_38102	09/30/2026	1	Matching for Medicare	4406.27.41300		$57.38
Inv_38102	09/30/2026	2	Matching for FICA	1101.25.41300		$82.64

Batch 36720 Total: $280.04

Payment Batch Report

Batch ID: 36749 Batch Description: 2026-10-6 ACH

Journal Date: 10/6/2026 Posted Date: 10/2/2026 Control Total: $33,505.11

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001195	Advanced IT LLC	1494	monthly service		$6,100.00
ACH - 01-CSB Checking	2035 Walden Dr Auburn, IN 46706			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1494	10/01/2026	1	monthly service	1101.18.43203	PO 2026-00993, Line 1	$2,440.00
1494	10/01/2026	2	monthly service	2243.19.43107	PO 2026-00993, Line 2	$915.00
1494	10/01/2026	3	monthly service	6101.50.63301	PO 2026-00993, Line 3	$915.00
1494	10/01/2026	4	monthly service	6201.53.63301	PO 2026-00993, Line 4	$1,830.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001196	American Legal Publishing	53360	internet renewal period		$550.00
ACH - 01-CSB Checking	PO Box 773099 Detroit, MI 48277			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
53360	10/01/2026	1	internet renewal period	1101.12.43105	PO 2026-01093, Line 1	$550.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001197	Baker Tilly Advisory Group, LP	BTAG-10090040	Financial Planning & Cont. Bond Disclosures		$3,300.00
ACH - 01-CSB Checking	Box 78975 Milwaukee, WI 53278-8975			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
BTAG-100	10/01/2026	1	Financial Planning & Cont. Bond Disclosures	6101.50.63100	PO 2026-00201, Line 2	$3,300.00

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001198	Boeke & Sons , Inc	INV-34723	repairs to power steering pump & front wheel beari		$474.02
ACH - 01-CSB Checking	7465 US Hwy 6 Butler, IN 46721			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
INV-34723	10/01/2026	1	repairs to power steering pump & front wheel beari	2243.19.42200	PO 2026-01100, Line 1	$474.02

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001199	CDW Government	AK92G7Z	server replacements, per Quote PZGV792		$573.10
ACH - 01-CSB Checking	75 Remittance Dr. Suite 1515 Chicago, IL 60675-1515			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
AK92G7Z	10/01/2026	1	server replacements	1101.18.44600	PO 2026-00957, Line 1	$573.10

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001200	Element Materials Technology Ft Wayne	26-204739	SDI testing		$386.50
ACH - 01-CSB Checking	PO Box 200568 Dallas, TX 75320-0568			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
26-204739	10/01/2026	1	SDI testing	6201.53.63500	PO 2026-01117, Line 1	$386.50

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed / Printed / Voided	Payment Amount
0000001201	Executive Elevator Company	74675	quarterly maintenance		$442.00
ACH - 01-CSB Checking	812 W Magnolia Ave Louisville, KY 40208			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
74675	10/01/2026	1	quarterly maintenance	1101.49.43000	PO 2026-01116, Line 1	$442.00

0000001202	Ferguson Enterprises, LLC	0482841, 0483382	supplies		$188.45
ACH - 01-CSB Checking	PO Box 2778 Newport News, VA 23609-0778			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
0482841	10/01/2026	1	valve	6101.50.62000	PO 2026-01110, Line 1	$108.49
0483382	10/01/2026	1	SS box & rod pins	6101.50.62000	PO 2026-01110, Line 2	$79.96

0000001203	Fire Protection Inc.	1127052-057	yearly inspection/maintenance		$1,467.75
ACH - 01-CSB Checking	PO Box 327 Auburn, IN 46706			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1127052-0	10/01/2026	1	yearly inspection/maintenance	2243.19.43102	PO 2026-01104, Line 1	$251.75
1127052-0	10/01/2026	2	yearly inspection/maintenance	1101.17.42300	PO 2026-01104, Line 2	$178.50
1127052-0	10/01/2026	3	yearly inspection/maintenance	6201.53.63000	PO 2026-01104, Line 3	$364.50
1127052-0	10/01/2026	4	yearly inspection/maintenance	2201.28.43104	PO 2026-01104, Line 4	$221.00
1127052-0	10/01/2026	5	yearly inspection/maintenance	6101.50.63100	PO 2026-01104, Line 5	$135.75
1127052-0	10/01/2026	6	yearly inspection/maintenance	1101.49.43000	PO 2026-01104, Line 6	$316.25

0000001204	Hawkins, Inc	7566233	chlorine tank rental		$20.00
ACH - 01-CSB Checking	PO Box 860263 Minneapolis, MN 55486-0263			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
7566233	10/01/2026	1	chlorine tank rental	6101.50.61800	PO 2026-01091, Line 1	$20.00

0000001205	JAM Admin Inc	1660006491	ire for Kabota		$344.50
ACH - 01-CSB Checking	4934 Lewis Avenue Toledo, OH 43612			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
16600064	10/01/2026	1	ire for Kabota	2201.28.42200	PO 2026-01094, Line 1	$344.50

0000001206	Midwest Essentials	46174	paper, envelopes		$227.08
ACH - 01-CSB Checking	313 Mechanic St Angola, IN 46703			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
46174	10/01/2026	1	paper, envelopes	1101.49.42100	PO 2026-01099, Line 1	$227.08

0000001207	Parkview Occupational Health Centers	00434219-00	DOT & drug screening		$151.00
ACH - 01-CSB Checking	NW 6476 PO Box 1450 Minneapolis, MN 55485-6476			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
00434219-	10/01/2026	1	DOT & drug screening	6101.50.41300	PO 2026-01092, Line 1	$151.00

0000001208	Priority 1 LLC	21209A, 21181A	elevator maintenance		$447.11
ACH - 01-CSB Checking	PO Box 5621 Fort Wayne, IN 46895			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
21181A	10/01/2026	1	elevator maintenance	1101.49.43000	PO 2026-01108, Line 1	$325.00
21209A	10/01/2026	1	elevator maintenance	1101.49.43000	PO 2026-01108, Line 1	$122.11

0000001209	Stafford Gravel Inc.	75669	sand for winter		$986.58
ACH - 01-CSB Checking	PO Box 340 Edgerton, OH 43517			Yes	

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount

75669	10/01/2026	1	sand for winter		2201.28.42300	PO 2026-01109, Line 1	$986.58

0000001210 Taylor Tree Service 634, 636, 638 tree & stump removal $5,200.00
ACH - 01-CSB Checking 3549 CR 63 Butler, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
634	10/01/2026	1	Dick Miller Park	2204.30.44300	PO 2026-01111, Line 1	$2,500.00
636	10/01/2026	1	205 Depot	2201.28.43101	PO 2026-01111, Line 2	$1,250.00
638	10/01/2026	1	417 Depot	2201.28.43101	PO 2026-01111, Line 3	$1,450.00

0000001211 Truland Equipment LLC 1465513 trimmer string $72.25
ACH - 01-CSB Checking 10305 Liberty Union Rd Van Wert, OH 45891 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
1465513	10/01/2026	1	trimmer string	2204.30.42300	PO 2026-01095, Line 1	$72.25

0000001212 USI Consultants, Inc. 27933, 27933 2025-2 CCG $1,800.00
ACH - 01-CSB Checking 8415 E. 56th St. Indianapolis, IN 46216 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
27933	10/01/2026	1	2025-2 CCG	2203.28.43104	PO 2026-01090, Line 1	$148.97
27933	10/01/2026	1	2025-2 CCG engineering and grant application	2203.28.44300	PO 2025-00510, Line 1	$1,651.03

0000001213 Wakarusa Heavy Equipment 3863-1 trencher rental $240.29
ACH - 01-CSB Checking 66349 State Road 19 Wakarusa, IN 46573 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
3863-1	10/01/2026	1	trencher rental	2204.30.44300	PO 2026-01062, Line 1	$240.29

0000001214 Webb Concrete Construction, Inc 4345, 4344 curbing on S Ivy $10,170.00
ACH - 01-CSB Checking PO BOX 708 Auburn, IN 46706 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
4344	10/01/2026	1	patch driveway 144 Walnut	6101.50.62000	PO 2026-01120, Line 1	$900.00
4345	10/01/2026	1	curbing on S Ivy	2202.28.44300	PO 2026-01045, Line 1	$9,270.00

0000001215 Workers World 37840, 37752 work boots Jason $364.48
ACH - 01-CSB Checking 240 South Broadway Butler, IN 46721 Yes

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
37752	10/01/2026	1	work boots Gavyn	6201.53.41300	PO 2026-01096, Line 1	$166.49
37840	10/01/2026	1	work boots Jason	6201.53.41300	PO 2026-01119, Line 1	$197.99

Batch 36749 Total: $33,505.11

Payment Batch Report

Batch ID: 36751 Batch Description: 2026-9-24 LLFB credit card

Journal Date: 9/24/2026 Posted Date: 10/2/2026 Control Total: $1,632.11

Check Number / Payment Type	Pay To / Pay To Address	Invoice Number	Payment Description	Cashed	Printed	Voided	Payment Amount
0002026175	Elan Financial Services	2026-10-2	LLFB monthly charges				$1,632.11
Bank 1 Checks - 01-CSB Checking	PO Box 790408 St Louis, MO 63179-0408				Yes		

Invoice #	Invoice Date	Invoice Line #	Invoice Line Description	Acct Number	Purchase Order Line	Invoice Line Amount
2026-10-2	10/02/2026	1	LLFB monthly charges	2506.30.42300	PO 2026-01130, Line 1	$1,632.11

Batch 36751 Total: $1,632.11

City of Butler
Claims Register for Payment Batches

Payment Type: All
Check Numbers: All
Funds: 1101 to 8909

Check Dates: 1/1/2025 to 10/7/2026
Payment Batches: 36670 to 36751

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
Fund: 1101 - General					
Department: Mayor					
10/01/2026	T-Mobile	36716	1101.11.43201 (Mayor: IPAD)	$22.07	0000030245
09/21/2026	FWT & FICA taxes	36680	1101.11.41300 (Mayor: Employee Benefits)	$116.98	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	1101.11.41300 (Mayor: Employee Benefits)	$223.93	0002026169
09/22/2026	PHP Level Solutions	36682	1101.11.41402 (Mayor: Health Insurance)	$1,514.63	0002026170
09/24/2026	Lake City Bank	36698	1101.11.43901 (Mayor: Promotional)	$256.30	0002026171
Department Mayor Total:				$2,133.91	
Department: Clerk-Treasurer					
10/06/2026	American Legal Publishing	36749	1101.12.43105 (CT: Codebook Updates)	$550.00	0000001196
09/21/2026	FWT & FICA taxes	36680	1101.12.41300 (CT: Employee Benefits)	$95.93	0002026168
09/24/2026	Lake City Bank	36698	1101.12.42100 (CT: Office Supply)	$13.90	0002026171
Department Clerk-Treasurer Total:				$659.83	
Department: Court					
09/21/2026	FWT & FICA taxes	36680	1101.13.41300 (Court: Employee Benefits)	$193.19	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	1101.13.41300 (Court: Employee Benefits)	$132.36	0002026169
09/21/2026	Public Employees' Retirement Fund	36680	1101.13.41300 (Court: Employee Benefits)	$248.10	0002026169
09/22/2026	PHP Level Solutions	36682	1101.13.41400 (Court: Health Insurance)	$721.26	0002026170
09/25/2026	FWT & FICA taxes	36703	1101.13.41300 (Court: Employee Benefits)	$185.64	0002026172
Department Court Total:				$1,480.55	
Department: Common Council					
10/01/2026	T-Mobile	36716	1101.14.43201 (CC: IPads)	$154.49	0000030245
09/25/2026	FWT & FICA taxes	36703	1101.14.41300 (CC: Employee Benefits)	$175.35	0002026172
Department Common Council Total:				$329.84	
Department: Central Services					
10/01/2026	Department of Water & Sanitation (payments)	36716	1101.16.43502 (CS: Fire Hydrants)	$10,631.40	0000030240
09/25/2026	FWT & FICA taxes	36703	1101.16.41300 (CS: Employee Benefits)	$11.74	0002026172
Department Central Services Total:				$10,643.14	
Department: Police					
10/06/2026	Fire Protection Inc.	36749	1101.17.42300 (Police: Repair & Maintenance Supply)	$178.50	0000001203

Claims Register for Payment Batches

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
10/01/2026	Department of Water & Sanitation (payments)	36716	1101.17.43503 (Police: Water & Wastewater)	$70.87	0000030240
10/01/2026	NIPSCO	36716	1101.17.43502 (Police: Natural Gas)	$296.58	0000030241
09/21/2026	1977 Police & Fire Fund	36680	1101.17.41300 (Police: Employee Benefits)	$5,613.58	0002026166
09/21/2026	FWT & FICA taxes	36680	1101.17.41300 (Police: Employee Benefits)	$363.66	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	1101.17.41300 (Police: Employee Benefits)	$204.48	0002026169
09/22/2026	PHP Level Solutions	36682	1101.17.41400 (Police: Health Insurance)	$7,936.57	0002026170
09/24/2026	Lake City Bank	36698	1101.17.42200 (Police: Garage & Motor)	$2,689.91	0002026171
09/24/2026	Lake City Bank	36698	1101.17.42100 (Police: Office Supply)	$65.33	0002026171
Department Police Total:				$17,419.48	
Department: GIS/IT					
10/06/2026	Advanced IT LLC	36749	1101.18.43203 (IT: Advanced IT Services)	$2,440.00	0000001195
10/06/2026	CDW Government	36749	1101.18.44600 (IT: Server Replacements)	$573.10	0000001199
10/01/2026	T-Mobile	36716	1101.18.42100 (IT: Office Supplies)	$22.07	0000030245
09/21/2026	FWT & FICA taxes	36680	1101.18.41300 (IT: Employee Benefits)	$81.84	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	1101.18.41300 (IT: Employee Benefits)	$152.97	0002026169
09/22/2026	PHP Level Solutions	36682	1101.18.41400 (IT: Health Insurance)	$360.63	0002026170
09/24/2026	Lake City Bank	36698	1101.18.44900 (IT: Computer Software)	$693.00	0002026171
Department GIS/IT Total:				$4,323.61	
Department: New Cemetery					
09/21/2026	FWT & FICA taxes	36680	1101.23.41300 (New Cem: Employee Benefits)	$14.59	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	1101.23.41300 (New Cem: Employee Benefits)	$28.40	0002026169
Department New Cemetery Total:				$42.99	
Department: Old Cemetery					
09/21/2026	FWT & FICA taxes	36680	1101.24.41300 (Old Cem: Employee Benefits)	$35.29	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	1101.24.41300 (Old Cem: Employee Benefits)	$69.01	0002026169
Department Old Cemetery Total:				$104.30	
Department: Plan Commission					
09/30/2026	FWT & FICA taxes	36720	1101.25.41300 (PC: Employee Benefits)	$82.64	0002026174
Department Plan Commission Total:				$82.64	
Department: Code Enforcement					
10/01/2026	T-Mobile	36716	1101.26.43200 (CE: Communication)	$22.07	0000030245
09/21/2026	FWT & FICA taxes	36680	1101.26.41300 (CE: Employee Benefits)	$57.13	0002026168
Department Code Enforcement Total:				$79.20	
Department: Community Development					
09/24/2026	Lake City Bank	36698	1101.27.43301 (CD: Advertising)	$20.00	0002026171
Department Community Development Total:				$20.00	
Department: Thompson Block					

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
10/06/2026	Executive Elevator Company	36749	1101.49.43000 (TB: Professional Services)	$442.00	0000001201
10/06/2026	Fire Protection Inc.	36749	1101.49.43000 (TB: Professional Services)	$316.25	0000001203
10/06/2026	Midwest Essentials	36749	1101.49.42100 (TB: Shared Office Supplies)	$227.08	0000001206
10/06/2026	Priority 1 LLC	36749	1101.49.43000 (TB: Professional Services)	$122.11	0000001208
10/06/2026	Priority 1 LLC	36749	1101.49.43000 (TB: Professional Services)	$325.00	0000001208
10/01/2026	NIPSCO	36716	1101.49.43500 (TB: Natural Gas)	$91.68	0000030241
09/24/2026	Lake City Bank	36698	1101.49.42300 (TB: Repair & Maintenance)	$107.95	0002026171
09/24/2026	Lake City Bank	36698	1101.49.42100 (TB: Shared Office Supplies)	$53.25	0002026171
Department Thompson Block Total:				$1,685.32	
Fund 1101 - General Total:				$39,004.81	
Fund: 2201 - Motor Vehicle Highway					
Department: Street Department					
10/06/2026	Fire Protection Inc.	36749	2201.28.43104 (MVH: Professional Services)	$221.00	0000001203
10/06/2026	JAM Admin Inc	36749	2201.28.42200 (MVH: Garage & Motor)	$344.50	0000001205
10/06/2026	Stafford Gravel Inc.	36749	2201.28.42300 (MVH: Repair & Maintenance Supply)	$986.58	0000001209
10/06/2026	Taylor Tree Service	36749	2201.28.43101 (MVH: Tree & Stump Removal)	$1,250.00	0000001210
10/06/2026	Taylor Tree Service	36749	2201.28.43101 (MVH: Tree & Stump Removal)	$1,450.00	0000001210
10/01/2026	Department of Water & Sanitation (payments)	36716	2201.28.43503 (MVH: Water & Wastewater)	$212.61	0000030240
10/01/2026	NIPSCO	36716	2201.28.43502 (MVH: Natural Gas)	$206.89	0000030241
10/01/2026	Russo Outdoor Power Plus	36716	2201.28.44400 (MVH: Equipment)	$22,163.98	0000030243
09/21/2026	FWT & FICA taxes	36680	2201.28.41300 (MVH: Employee Benefits)	$381.19	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	2201.28.41300 (MVH: Employee Benefits)	$731.05	0002026169
09/22/2026	PHP Level Solutions	36682	2201.28.41400 (MVH: Health Insurance)	$3,649.55	0002026170
09/24/2026	Lake City Bank	36698	2201.28.43200 (MVH: Communication)	$40.00	0002026171
Department Street Department Total:				$31,637.35	
Fund 2201 - Motor Vehicle Highway Total:				$31,637.35	
Fund: 2202 - Local Road & Streets					
Department: Street Department					
10/06/2026	Webb Concrete Construction, Inc	36749	2202.28.44300 (LRS: Improvements)	$9,270.00	0000001214
Department Street Department Total:				$9,270.00	
Fund 2202 - Local Road & Streets Total:				$9,270.00	
Fund: 2203 - MVH Restricted					
Department: Street Department					
10/06/2026	USI Consultants, Inc.	36749	2203.28.43104 (MVHR: Engineering Services)	$148.97	0000001212
10/06/2026	USI Consultants, Inc.	36749	2203.28.44300 (MVHR: Street Improvements)	$1,651.03	0000001212
Department Street Department Total:				$1,800.00	
Fund 2203 - MVH Restricted Total:				$1,800.00	

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
Fund: 2204 - Park & Recreation					
Department: Park Department					
10/06/2026	Taylor Tree Service	36749	2204.30.44300 (Park: Improvements)	$2,500.00	0000001210
10/06/2026	Truland Equipment LLC	36749	2204.30.42300 (Park: Repair & Maintenance Supply)	$72.25	0000001211
10/06/2026	Wakarusa Heavy Equipment	36749	2204.30.44300 (Park: Improvements)	$240.29	0000001213
10/01/2026	Department of Water & Sanitation (payments)	36716	2204.30.43503 (Park: Water & Wastewater)	$276.08	0000030240
10/01/2026	Russo Outdoor Power Plus	36716	2204.30.44400 (Park: Equipment)	$20,000.00	0000030243
09/21/2026	FWT & FICA taxes	36680	2204.30.41300 (Park: Employee Benefits)	$112.78	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	2204.30.41300 (Park: Employee Benefits)	$220.95	0002026169
09/22/2026	PHP Level Solutions	36682	2204.30.41300 (Park: Employee Benefits)	$3,649.55	0002026170
Department Park Department Total:				$27,071.90	
Fund 2204 - Park & Recreation Total:				$27,071.90	
Fund: 2230 - Court Clerk's Record P.					
Department: Court					
10/01/2026	Spectra Associates Inc.	36716	2230.13.42100 (CRP: Office Supply)	$217.50	0000030244
Department Court Total:				$217.50	
Fund 2230 - Court Clerk's Record P. Total:				$217.50	
Fund: 2240 - Public Safety LOIT					
Department: Police					
09/24/2026	Lake City Bank	36698	2240.17.44400 (PS: Equipment)	$82.65	0002026171
Department Police Total:				$82.65	
Department:					
09/21/2026	FWT & FICA taxes	36680	2240.19.41300 (PS: FF matching taxes)	$141.45	0002026168
Department Total:				$141.45	
Fund 2240 - Public Safety LOIT Total:				$224.10	
Fund: 2243 - Fire Territory Operating					
Department:					
10/06/2026	Advanced IT LLC	36749	2243.19.43107 (Fire: IT Services)	$915.00	0000001195
10/06/2026	Boeke & Sons , Inc	36749	2243.19.42200 (Fire: Garage & Motor)	$474.02	0000001198
10/06/2026	Fire Protection Inc.	36749	2243.19.43102 (Fire: Professional Services)	$251.75	0000001203
10/01/2026	Department of Water & Sanitation (payments)	36716	2243.19.43503 (Fire: Water & W/W Utility)	$636.61	0000030240
10/01/2026	NIPSCO	36716	2243.19.43502 (Fire: Natural Gas Utility)	$96.44	0000030241
10/01/2026	T-Mobile	36716	2243.19.43201 (Fire: Telephone & Internet)	$22.07	0000030245
09/21/2026	1977 Police & Fire Fund	36680	2243.19.41300 (Fire: Employee Benefits)	$801.94	0002026167
09/21/2026	FWT & FICA taxes	36680	2243.19.41300 (Fire: Employee Benefits)	$379.73	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	2243.19.41300 (Fire: Employee Benefits)	$456.39	0002026169

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
09/22/2026	PHP Level Solutions	36682	2243.19.41400 (Fire: Health Insurance)	$1,442.52	0002026170
09/24/2026	Lake City Bank	36698	2243.19.43108 (Fire: Software Subscriptions)	$96.00	0002026171
09/24/2026	Lake City Bank	36698	2243.19.42300 (Fire: Repair & Maint. Supplies)	$46.70	0002026171
Department Total:				$5,619.17	
Fund 2243 - Fire Territory Operating Total:				$5,619.17	
Fund: 2300 - Park & Rec Donation					
Department: Park Department					
10/01/2026	Carmen's Creation	36716	2300.30.43000 (Park & Rec Donation: Events)	$748.00	0000030237
09/24/2026	Lake City Bank	36698	2300.30.43000 (Park & Rec Donation: Events)	$1,000.00	0002026171
Department Park Department Total:				$1,748.00	
Fund 2300 - Park & Rec Donation Total:				$1,748.00	
Fund: 2302 - Volunteer Firefighters Donation Fund					
Department:					
10/01/2026	Purity Cylinder Gases Inc.	36716	2302.19.44400 (Vol FF Dons: Equipment purchase)	$317.51	0000030242
Department Total:				$317.51	
Fund 2302 - Volunteer Firefighters Donation Fund Total:				$317.51	
Fund: 2500 - City Court					
Department: Court					
08/31/2026	Butler City Court	36670	2500.13.45500 (City Court: Yearly Expense)	$23,643.42	0000002917
Department Court Total:				$23,643.42	
Fund 2500 - City Court Total:				$23,643.42	
Fund: 2506 - Eastside LL Football					
Department: Park Department					
09/25/2026	Precision Graphics	36701	2506.30.42300 (LL Football: Repair & Maint.)	$120.00	0000030203
09/25/2026	Petty Cash	36701	2506.30.43000 (LL Football: Events)	$500.00	0000030205
09/24/2026	Lake City Bank	36698	2506.30.44400 (LL Football: Equipment)	$3,570.47	0002026171
09/24/2026	Elan Financial Services	36751	2506.30.42300 (LL Football: Repair & Maint.)	$1,632.11	0002026175
Department Park Department Total:				$5,822.58	
Fund 2506 - Eastside LL Football Total:				$5,822.58	
Fund: 4406 - Redevelopment Commission					
Department: Community Development					
09/28/2026	City Of Butler	36705	4406.27.44600 (RC: Facade Grant)	$20,000.00	0002026173
09/30/2026	FWT & FICA taxes	36720	4406.27.41300 (RC: Employee Benefits)	$57.38	0002026174

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
Department Community Development Total:				$20,057.38	
Fund 4406 - Redevelopment Commission Total:				$20,057.38	
Fund: 6101 - Water Operating					
Department: Water Department					
10/06/2026	Advanced IT LLC	36749	6101.50.63301 (Water: Technology Pro. Ser.)	$915.00	0000001195
10/06/2026	Baker Tilly Advisory Group, LP	36749	6101.50.63100 (Water: Professional Services)	$3,300.00	0000001197
10/06/2026	Ferguson Enterprises, LLC	36749	6101.50.62000 (Water: Materials & Supply)	$108.49	0000001202
10/06/2026	Ferguson Enterprises, LLC	36749	6101.50.62000 (Water: Materials & Supply)	$79.96	0000001202
10/06/2026	Fire Protection Inc.	36749	6101.50.63100 (Water: Professional Services)	$135.75	0000001203
10/06/2026	Hawkins, Inc	36749	6101.50.61800 (Water: Chemicals)	$20.00	0000001204
10/06/2026	Parkview Occupational Health Centers	36749	6101.50.41300 (Water: Employee Benefits)	$151.00	0000001207
10/06/2026	Webb Concrete Construction, Inc	36749	6101.50.62000 (Water: Materials & Supply)	$900.00	0000001214
10/01/2026	API Construction Corp.	36716	6101.50.62300 (Water: Main Break Repairs)	$12,800.00	0000030238
10/01/2026	NIPSCO	36716	6101.50.61502 (Water: Natural Gas)	$121.23	0000030241
10/01/2026	T-Mobile	36716	6101.50.61503 (Water: Communication)	$44.14	0000030245
10/01/2026	Utility Supply Company	36716	6101.50.44400 (Water: Equipment)	$614.96	0000030262
10/01/2026	Utility Supply Company	36716	6101.50.44400 (Water: Equipment)	$1,320.00	0000030262
09/21/2026	City Of Butler	36673	6101.50.66802 (Water: transfer to debt ser. reserve)	$2,014.00	0002026164
09/21/2026	City Of Butler	36673	6101.50.66800 (Water: Transfer to B&I)	$10,285.00	0002026164
09/21/2026	FWT & FICA taxes	36680	6101.50.41300 (Water: Employee Benefits)	$532.25	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	6101.50.41300 (Water: Employee Benefits)	$679.63	0002026169
09/22/2026	PHP Level Solutions	36682	6101.50.41300 (Water: Employee Benefits)	$4,926.17	0002026170
09/24/2026	Lake City Bank	36698	6101.50.61503 (Water: Communication)	$56.00	0002026171
09/24/2026	Lake City Bank	36698	6101.50.44400 (Water: Equipment)	$24.96	0002026171
09/24/2026	Lake City Bank	36698	6101.50.61503 (Water: Communication)	$12.65	0002026171
09/25/2026	FWT & FICA taxes	36703	6101.50.41300 (Water: Employee Benefits)	$11.74	0002026172
Department Water Department Total:				$39,052.93	
Fund 6101 - Water Operating Total:				$39,052.93	
Fund: 6104 - Water Consumer Deposit					
Department: Water Department					
10/01/2026	MOCK, JAMES	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030246
10/01/2026	BLAND, JASON	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030247
10/01/2026	MBN PROPERTIES LLC	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030249
10/01/2026	MBN PROPERTIES LLC	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030250
10/01/2026	JACKSON, JOHN	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030251
10/01/2026	MOCK, JAMES	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030252
10/01/2026	Dallas, Sheila	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030253
10/01/2026	Whitenack, Richard	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030254
10/01/2026	JACKSON, JOHN	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030255
10/01/2026	Fifield, Haley	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030256
10/01/2026	Norris, Lonnie	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030257

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
10/01/2026	BLAND, JASON	36716	6104.50.60500 (WCD: Refund)	$50.00	0000030261
Department Water Department Total:				$600.00	
Fund 6104 - Water Consumer Deposit Total:				$600.00	
Fund: 6201 - Waste Water Operating					
Department: Waste Water Department					
10/06/2026	Advanced IT LLC	36749	6201.53.63301 (W/W: Technology Pro. Ser.)	$1,830.00	0000001195
10/06/2026	Element Materials Technology Ft Wayne	36749	6201.53.63500 (W/W: Testing)	$386.50	0000001200
10/06/2026	Fire Protection Inc.	36749	6201.53.63000 (W/W: Professional Services)	$364.50	0000001203
10/06/2026	Workers World	36749	6201.53.41300 (W/W: Employee Benefits)	$197.99	0000001215
10/06/2026	Workers World	36749	6201.53.41300 (W/W: Employee Benefits)	$166.49	0000001215
10/01/2026	Commonwealth Engineers, Inc	36716	6201.53.63000 (W/W: Professional Services)	$336.87	0000030239
10/01/2026	Commonwealth Engineers, Inc	36716	6201.53.63000 (W/W: Professional Services)	$1,684.16	0000030239
10/01/2026	Department of Water & Sanitation (payments)	36716	6201.53.61505 (W/W: Water)	$818.38	0000030240
10/01/2026	NIPSCO	36716	6201.53.61502 (W/W: Natural Gas)	$589.61	0000030241
10/01/2026	T-Mobile	36716	6201.53.61503 (W/W: Communication)	$56.24	0000030245
09/21/2026	City Of Butler	36673	6201.53.66800 (W/W: Transfer to B & I)	$50,119.00	0002026164
09/21/2026	FWT & FICA taxes	36680	6201.53.41300 (W/W: Employee Benefits)	$782.93	0002026168
09/21/2026	Public Employees' Retirement Fund	36680	6201.53.41300 (W/W: Employee Benefits)	$1,732.58	0002026169
09/22/2026	PHP Level Solutions	36682	6201.53.41300 (W/W: Employee Benefits)	$1,262.21	0002026170
09/24/2026	Lake City Bank	36698	6201.53.62100 (W/W: Office Supply)	$109.54	0002026171
09/24/2026	Lake City Bank	36698	6201.53.65000 (W/W: Garage & Motor)	$192.68	0002026171
09/24/2026	Lake City Bank	36698	6201.53.61503 (W/W: Communication)	$55.00	0002026171
09/25/2026	FWT & FICA taxes	36703	6201.53.41300 (W/W: Employee Benefits)	$11.72	0002026172
Department Waste Water Department Total:				$60,696.40	
Fund 6201 - Waste Water Operating Total:				$60,696.40	
Fund: 6205 - W/W Consumer Deposit					
Department: Waste Water Department					
10/01/2026	Dallas, Sheila	36716	6205.53.60500 (WWCD: Refunds)	$50.00	0000030248
10/01/2026	Whitenack, Richard	36716	6205.53.60500 (WWCD: Refunds)	$50.00	0000030258
10/01/2026	Fifield, Haley	36716	6205.53.60500 (WWCD: Refunds)	$50.00	0000030259
10/01/2026	Norris, Lonnie	36716	6205.53.60500 (WWCD: Refunds)	$50.00	0000030260
Department Waste Water Department Total:				$200.00	
Fund 6205 - W/W Consumer Deposit Total:				$200.00	
Fund: 6604 - Garbage					
Department: Garbage Department					
09/21/2026	FWT & FICA taxes	36680	6604.56.41300 (Garbage: Employee Benefits)	$30.05	0002026168
Department Garbage Department Total:				$30.05	

Claims Register for Payment Batches

Payment Date	Claimant	Batch ID	Account Number	Amount	Check Number
Fund 6604 - Garbage Total:				$30.05	
Fund: 8902 - FWT					
Department: Clerk-Treasurer					
09/21/2026	FWT & FICA taxes	36680	8902.12.10100 (FWT: Remittance)	$5,407.40	0002026168
09/25/2026	FWT & FICA taxes	36703	8902.12.10100 (FWT: Remittance)	$70.00	0002026172
Department Clerk-Treasurer Total:				$5,477.40	
Fund 8902 - FWT Total:				$5,477.40	
Fund: 8903 - FICA/Medicare					
Department: Clerk-Treasurer					
09/21/2026	FWT & FICA taxes	36680	8903.12.10100 (FICA: Remittance)	$3,318.99	0002026168
09/25/2026	FWT & FICA taxes	36703	8903.12.10100 (FICA: Remittance)	$396.19	0002026172
09/30/2026	FWT & FICA taxes	36720	8903.12.10100 (FICA: Remittance)	$140.02	0002026174
Department Clerk-Treasurer Total:				$3,855.20	
Fund 8903 - FICA/Medicare Total:				$3,855.20	
Fund: 8904 - Voluntary Pay Deduct					
Department: Clerk-Treasurer					
09/25/2026	Aflac - Remittance Processing Services	36701	8904.12.10130 (VPD: AFLAC)	$161.24	0000030204
09/25/2026	Aflac - Remittance Processing Services	36701	8904.12.10130 (VPD: AFLAC)	$161.24	0000030204
09/21/2026	Public Employees' Retirement Fund	36680	8904.12.10150 (VPD: PERF)	$296.17	0002026169
09/22/2026	PHP Level Solutions	36682	8904.12.10160 (VPD: Health Insurance)	$1,294.72	0002026170
09/22/2026	PHP Level Solutions	36682	8904.12.10160 (VPD: Health Insurance)	$1,294.72	0002026170
Department Clerk-Treasurer Total:				$3,208.09	
Fund 8904 - Voluntary Pay Deduct Total:				$3,208.09	
Fund: 8908 - Child Support/Garnishments					
Department: Clerk-Treasurer					
09/21/2026	Indiana State Central Collection Unit	36680	8908.12.45900 (Garnishment: Child Support to State)	$170.42	0002026165
Department Clerk-Treasurer Total:				$170.42	
Fund 8908 - Child Support/Garnishments Total:				$170.42	
Grand Total:				$279,724.21	

ADJUSTMENT REQUEST # 2026-33

Name: BSP Rentals
Address: 110 N Beech
Account # 02372-002

2 50% above 3 50% above wastewater 4 Clerical Error 5 Miscellanous

Bill sent to Butler address instead of customer address. Requesting credit for late fees

Adjustment -$ 5.57

BOARD OF WORKS	YES	NO	DATE
BOARD OF WORKS	YES	NO	DATE
MAYOR	YES	NO	DATE

ADJUSTMENT # 2026 34

POOL FILL

Account #	Name	Address	Avg Gallons	Gallons to fill pool	Total gallons	W/W billed	CREDIT
00909-001	Alicia Thimlar	120 Meadowmere	2532	2198	4,730	$77.29	$36.52

BOARD OF WORKS _____ DATE _____

BOARD OF WORKS _____ DATE _____

MAYOR _____ DATE _____

City of Butler

215 S Broadway, Butler, IN 46721
260-868-5200 Main Line
260-868-5882 Fax
www.butler.in.us

Mike Hartman, Mayor
Angela M. Eck, Clerk-Treasurer
Andrew Provines, City Planner
Donald Stuckey, Attorney

Leak Adjustment Form

ADJ# 2026-35

Customer Name Kyle Knapp Account # 00687-001

Address 221 North Ivy Lane Phone # 260 442 9339

E-mail KnappKyle7@yahoo.com Owner or Renter Owner

Explain when and where the leak was found and what was done to repair it.

There was a leak on the outside faucet and is now repaired.

Signature Kyle Knapp Date 9-24-26

THIS PORTION FOR OFFICE USE ONLY

Leak month use (gallons)	Average 6-month use(gallons)	Difference (adjustment amount)
13,450 gals	5125 gals	* 206.94 - $83.65

$123.29 Credit+

Approved	BOARD OF WORKS SIGNATURES	DATE
☐ YES ☐ NO		

The City of Butler is an Equal Opportunity Provider.

Special Purchase Request Form

Department: IT

Date Request Received: 10/1/26

Item(s) Requested: sound system for Council Chambers

Quotes were requested from: BC & S
Advanced IT

Preferred Vendor: BC & S

Total Amount Requested: 4,700~

Request can be paid from one or more of the following expense lines: Thompson Block Equipment
Clerk's Record perpetuation

Additional Information:

Clerk-Treasurer Signature: Angela M. Eck

Date Presented to Board of Works: 10/5/26

Request is Granted Denied



QUOTE

Brown's Consulting and Services

Brown's Consulting and services
4260 County Road 56
Auburn, Indiana 46706
United States

2602675564
sites.google.com/view/brownsconsultingandservices/home

BILL TO
CITY OF BUTLER
BRAXTON MINKEY

2608685200
tech@cityofbutler.in.gov

Estimate Number: 19
Estimate Date: September 17, 2026
Valid Until: November 16, 2026
Grand Total (USD): **$4,700.00**

Items	Quantity	Price	Amount
EQUIPMENT FOR INSTALLATION X32 RACK	1	$1,000.00	$1,000.00
EQUIPMENT FOR INSTALLATION WALL MOUNT RACK	1	$300.00	$300.00
EQUIPMENT FOR INSTALLATION STREAM DECK AND POE	1	$400.00	$400.00
EQUIPMENT FOR INSTALLATION POWER CONDITIONER	1	$100.00	$100.00
EQUIPMENT FOR INSTALLATION NETWORK SWITCH - UNLESS YOU HAVE ONE TO PLACE IN THE RACK	1	$200.00	$200.00
EQUIPMENT FOR INSTALLATION HDMI 4 CHANNEL SPLITTER	1	$100.00	$100.00
EQUIPMENT FOR INSTALLATION HDMI WALL JACKS	4	$100.00	$400.00
EQUIPMENT FOR INSTALLATION CABLING AND ENDS	1	$200.00	$200.00
Installation 2 TECH INSTALLATION - scope	2	$1,000.00	$2,000.00



QUOTE

Brown's Consulting and Services

Brown's Consulting and services
4260 County Road 56
Auburn, Indiana 46706
United States

2602675564
sites.google.com/view/brownsconsultingandservices/home

Items	Quantity	Price	Amount
Run wiring to the closet instead of where it is currently placed, Move Speakers so they face the audience, Install Rack mount, set up new sound board with multiple outputs, Program stream deck, Run Owl to streaming computer, one output goes to speakers, one output to Bluetooth headphones, One output to online streaming, Run HDMI wall plug to 3 output HDMI walk jack, ,			

Grand Total (USD): **$4,700.00**

Notes / Terms

Valid for 10 days

ESTIMATE

Advanced IT LLC
2035 Walden Dr
Auburn, IN 46706

nvance@advanceditin.com
+1 (260) 333-9060

Advanced IT
TECHNOLOGY WITH PURPOSE

Bill to
Angela Eck
City of Butler
215 S Broadway St
2nd Floor
Butler, IN 46721 USA

Estimate details
Estimate no.: 1101
Estimate date: 10/02/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Hardware**	Behring X32 rack	1	$1,020.00	$1,020.00
2.	**Hardware**	Wall mount rack	1	$300.00	$300.00
3.	**Hardware**	Stream Deck with PoE Dock	1	$420.00	$420.00
4.	**Hardware**	1U rack mount Power Conditioner	1	$149.00	$149.00
5.	**Hardware**	USW-Lite-8-POE Switch	1	$180.00	$180.00
6.	**Hardware**	4-port HDMI Splitter	1	$90.00	$90.00
7.	**Hardware**	HDMI wall plates	4	$100.00	$400.00
8.	**Hardware**	Cabling and terminations	1	$200.00	$200.00
9.	**Services**	Installation	1	$2,300.00	$2,300.00
		Total			**$5,059.00**

Accepted date **Accepted by**

City of Butler
215 S Broadway, Butler, IN 46721
260-868-5200 Main Line
260-868-5882 Fax
www.butler.in.us

Mike Hartman, Mayor
Angela M. Eck, Clerk-Treasurer
Vivian Likes, City Planner
Donald Stuckey, Attorney

CITY OF BUTLER BOARD OF PUBLIC WORKS AND SAFETY
SPECIAL EVENT REQUEST FORM

The Board of Public Works and Safety meets on the 1st and 3rd Monday of each month at 6:30 p.m. in the City Council Chambers located in City Hall.

In order to request a "Special Event" designation, pursuant to the Itinerant Vendor Ordinance, from the Board of Public Works and Safety, individuals, businesses, or organization shall complete and submit a Special Event Request Form including any supporting documents.

The deadline for submitting the completed Special Event Request Form and supporting documents is the Wednesday before the next regular Board of Public Works and Safety meeting. Requests must be received in the City Clerk-Treasurer's Office by 12:00 p.m. on the Wednesday before the scheduled board meeting. However, if the request requires the closure of a state highway, the request must be submitted at least two (2) weeks prior to the date of the Special Event.
Please make sure that your contact information is accurate in case we need to get in touch with you.

Return Form to: City of Butler Board of Public Works and Safety
c/o City of Butler Clerk-Treasurer
215 S. Broadway
Butler, IN 46721

For any questions regarding this request contact the City of Butler Clerk-Treasurer's Office (260)868-5200

Date submitted: 9/21/26 Requested Meeting Date: ASAP

Name of Event: Butler's Harvest Festival

Name of Person Submitting Request: Tracey Robideau

Name of Organization/Business (if applicable): Butler Main Street Association

Address: 215 S. Broadway, Butler, IN 46721

Contact Phone Number: 260-333-2594

Date of Event: 10/10/26 Time(s) Requested for the Event: 8AM - 7pm (for cleanup)

Location of Event: South Broadway from stop light to Workers World. East and West Oak Street if need. And grassy area by Gazebo and Cheesy Does It.

The City of Butler is an Equal Opportunity Provider.

Description of Request: Our Annual Harvest Festival (3pm-6pm) and Wreaths Across America Car Show (2pm-5pm). There will kids activities like pumpkin decorating, crafts, games and more. And the Whiskey Barrel auction.

South Broadway would shut down from Noon - 7PM
East (to Pearl St.) and West Oak Street (to in front of Lamb of God Church) would shut down Noon - 7PM

Acknowledgement of Responsibilities:

I understand that if the Board of Public Works and Safety grants my request, the following conditions and restrictions will apply:

1. It is my responsibility to provide and maintain proof of liability insurance for this event at my expense.
2. It is my responsibility to provide the Board any additional licenses, permits and documentation for the event.
3. I agree to abide by all terms and conditions of the Board's policy governing Special Events.
4. I understand in consideration for approval by the Board for the Special Event, the undersigned agrees and undertakes to hold the City of Butler, Indiana, free and harmless from any liability loss, damages, and expenses including attorney fees, which the City of Butler, Indiana may suffer or incur as a result of any claims or actions which may be made by any person, including a participant in said event, arising out of the approval of the Special Event. I also understand that the use of City real or personal property does not exempt me or any participant from any federal, state, or local laws.
5. Any violations of State law or local ordinances may result in the immediate termination of my permit and/or Special Event designation by the City of Butler Police Department.
6. I understand that if my application requires the hiring of off-duty police officers, it is my responsibility to contract the required number of officers prior to the event.
7. I understand that the Board or the City of Butler Police Department has sole discretion to revoke the Special Event Designation, at any time.

I HAVE READ THE ABOVE ACKNOWLEDGEMENT OF RESPONSIBILITIES AND I UNDERSTAND AND AGREE TO THEM. I ALSO UNDERSTAND THAT THIS APPLICATION MAY BE DENIED BASED ON ANY FALSE OR INCOMPLETE INFORMATION.

Dated this 21st day of September, 2026

Authorized Signature: Tracey Robideau

Printed Name: Tracey Robideau

BOARD OF PUBLIC WORKS AND SAFETY

APPROVED / DENIED this _____ day of _____, 20_____.

_____
Board of Works Member

_____
Board of Works Member

The City of Butler is an Equal Opportunity Provider.

City of Butler

215 S Broadway, Butler, IN 46721
260-868-5200 Main Line
260-868-5882 Fax
260-868-2121 Attorney
www.butler.in.us

Mike Hartman, Mayor
Angela M. Eck, Clerk-Treasurer
Vivian Likes, City Planner
Cedric M. Hollabaugh, Attorney

CITY OF BUTLER BOARD OF PUBLIC WORKS AND SAFETY
ITINERANT VENDOR ORDINANCE – SPECIAL EVENT REQUEST FORM

The Board of Public Works and Safety meets on the 1st and 3rd Monday of each month at 6:30 p.m. in the City Council Chambers located in City Hall.

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The deadline for submitting the completed Special Event Request Form and supporting documents is the Wednesday before the next regular Board of Public Works and Safety meeting. Requests must be received in the City Clerk-Treasurer's Office by 12:00 p.m. on the Wednesday before the scheduled board meeting. However, if the request requires the closure of a state highway, the request must be submitted at least two (2) weeks prior to the date of the Special Event.

Please make sure that your contact information is accurate in case we need to get in touch with you.

Return Form to: City of Butler Board of Public Works and Safety
c/o City of Butler Clerk-Treasurer
215 S. Broadway
Butler, IN 46721

Any questions regarding this request contact the City of Butler Clerk-Treasurer's Office (260) 868-5200.

Date submitted: 9-22-26 Requested Meeting Date: 10-5-26

Name of Person Submitting Request: Rachael Rowe

Name of Organization/Business (if applicable): Butler Parks & Recreation

Address: 215 S. Broadway Butler, IN 46721

Contact Phone Number: 260-573-8344

Date of Event: 10-24-26 Time(s) Requested for the Event: 6-10 pm

Description of Request: Halloween event free for all to come and enjoy. Food trucks, spooky forest, Trunk or Treat by BMSA. All at Maxton's Park.

Acknowledgment of Responsibilities:

I understand that if the Board of Public Works and Safety grants my request, the following conditions and restrictions will apply:

1. It is my responsibility to provide and maintain proof of liability insurance for this event at my expense.
2. It is my responsibility to provide the Board any additional licenses, permits and documentation for the event.
3. I agree to abide by all terms and conditions of the Board's policy governing Special Events.
4. I understand in consideration for approval by the Board for the Special Event, the undersigned agrees and undertakes to hold the City of Butler, Indiana, free and harmless from any liability loss, damages, and expenses including attorney fees, which the City of Butler, Indiana may suffer or incur as a result of any claims or actions which may be made by any person, including a participant in said event, arising out of the approval of the Special Event. I also understand that the use of City real or personal property does not exempt me or any participant from any federal, state, or local laws.
5. Any violations of State law or local ordinances may result in the immediate termination of my permit and/or Special Event designation by the City of Butler Police Department.
6. I understand that if my application requires the hiring of off-duty police officers, it is my responsibility to contract the required number of officers prior to the event.

I HAVE READ THE ABOVE ACKNOWLEDGEMENT OF RESPONSIBILITIES AND I UNDERSTAND AND AGREE TO THEM. I ALSO UNDERSTAND THAT THIS APPLICATION MAY BE DENIED BASED ON ANY FALSE OR INCOMPLETE INFORMATION.

Dated this 22nd day of September, 2026.

Authorized Signature: Rachael Rowe

Printed Name: Rachael Rowe

BOARD OF PUBLIC WORKS AND SAFETY

APPROVED / DENIED this _____ day of _____, 20____.

_____
Board of Works Member

_____
Board of Works, Member

City of Butler
215 S Broadway, Butler, IN 46721
260-868-5200 Main Line
260-868-5882 Fax
www.butler.in.us

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Vivian Likes, City Planner
Donald Stuckey, Attorney

CITY OF BUTLER BOARD OF PUBLIC WORKS AND SAFETY
SPECIAL EVENT REQUEST FORM

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Please make sure that your contact information is accurate in case we need to get in touch with you.

Return Form to: City of Butler Board of Public Works and Safety
c/o City of Butler Clerk-Treasurer
215 S. Broadway
Butler, IN 46721

For any questions regarding this request contact the City of Butler Clerk-Treasurer's Office (260)868-5200

Date submitted: 9/22/26 Requested Meeting Date: 10/5/26

Name of Event: Christmas Vendor Bazaar

Name of Person Submitting Request: Tracey Robideau

Name of Organization/Business (if applicable): Butler Main Street Association

Address: 215 S. Broadway, Butler, IN 46721

Contact Phone Number: 260-333-2594

Date of Event: 11/14/25 Time(s) Requested for the Event: All Day

Location of Event: Butler City Barns

The City of Butler is an Equal Opportunity Provider.

Description of Request: Annual Holiday vendor event

Acknowledgement of Responsibilities:

I understand that if the Board of Public Works and Safety grants my request, the following conditions and restrictions will apply:

1. It is my responsibility to provide and maintain proof of liability insurance for this event at my expense.
2. It is my responsibility to provide the Board any additional licenses, permits and documentation for the event.
3. I agree to abide by all terms and conditions of the Board's policy governing Special Events.
4. I understand in consideration for approval by the Board for the Special Event, the undersigned agrees and undertakes to hold the City of Butler, Indiana, free and harmless from any liability loss, damages, and expenses including attorney fees, which the City of Butler, Indiana may suffer or incur as a result of any claims or actions which may be made by any person, including a participant in said event, arising out of the approval of the Special Event. I also understand that the use of City real or personal property does not exempt me or any participant from any federal, state, or local laws.
5. Any violations of State law or local ordinances may result in the immediate termination of my permit and/or Special Event designation by the City of Butler Police Department.
6. I understand that if my application requires the hiring of off-duty police officers, it is my responsibility to contract the required number of officers prior to the event.
7. I understand that the Board or the City of Butler Police Department has sole discretion to revoke the Special Event Designation, at any time.

I HAVE READ THE ABOVE ACKNOWLEDGEMENT OF RESPONSIBILITIES AND I UNDERSTAND AND AGREE TO THEM. I ALSO UNDERSTAND THAT THIS APPLICATION MAY BE DENIED BASED ON ANY FALSE OR INCOMPLETE INFORMATION.

Dated this 22nd day of September, 2026

Authorized Signature: Tracey Robideau

Printed Name: Tracey Robideau

BOARD OF PUBLIC WORKS AND SAFETY

APPROVED / DENIED this _____ day of _____, 20_____.

_____
Board of Works Member

_____
Board of Works Member

City of Butler

215 S Broadway, Butler, IN 46721
260-868-5200 Main Line
260-868-5882 Fax
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Donald Stuckey, Attorney

CITY OF BUTLER BOARD OF PUBLIC WORKS AND SAFETY
SPECIAL EVENT REQUEST FORM

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Please make sure that your contact information is accurate in case we need to get in touch with you.

Return Form to: City of Butler Board of Public Works and Safety
c/o City of Butler Clerk-Treasurer
215 S. Broadway
Butler, IN 46721

For any questions regarding this request contact the City of Butler Clerk-Treasurer's Office (260)868-5200

Date submitted: 9/22/26 Requested Meeting Date: 10/5/26

Name of Event: Christmas Festival

Name of Person Submitting Request: Tracey Robideau

Name of Organization/Business (if applicable): Butler Main Street Association

Address: 215 S. Broadway, Butler, IN 46721

Contact Phone Number: 260-333-2594

Date of Event: 12/5/26 Time(s) Requested for the Event: All Day

Location of Event: Butler City Barns

The City of Butler is an Equal Opportunity Provider.

Description of Request: Annual Christmas Festival. Santa and Mrs. Claus will be there. There will be cookie decorating, a hot chocolate bar, crafts and more.

Acknowledgement of Responsibilities:

I understand that if the Board of Public Works and Safety grants my request, the following conditions and restrictions will apply:

1. It is my responsibility to provide and maintain proof of liability insurance for this event at my expense.
2. It is my responsibility to provide the Board any additional licenses, permits and documentation for the event.
3. I agree to abide by all terms and conditions of the Board's policy governing Special Events.
4. I understand in consideration for approval by the Board for the Special Event, the undersigned agrees and undertakes to hold the City of Butler, Indiana, free and harmless from any liability loss, damages, and expenses including attorney fees, which the City of Butler, Indiana may suffer or incur as a result of any claims or actions which may be made by any person, including a participant in said event, arising out of the approval of the Special Event. I also understand that the use of City real or personal property does not exempt me or any participant from any federal, state, or local laws.
5. Any violations of State law or local ordinances may result in the immediate termination of my permit and/or Special Event designation by the City of Butler Police Department.
6. I understand that if my application requires the hiring of off-duty police officers, it is my responsibility to contract the required number of officers prior to the event.
7. I understand that the Board or the City of Butler Police Department has sole discretion to revoke the Special Event Designation, at any time.

I HAVE READ THE ABOVE ACKNOWLEDGEMENT OF RESPONSIBILITIES AND I UNDERSTAND AND AGREE TO THEM. I ALSO UNDERSTAND THAT THIS APPLICATION MAY BE DENIED BASED ON ANY FALSE OR INCOMPLETE INFORMATION.

Dated this 22nd day of September, 2026

Authorized Signature: Tracey Robideau

Printed Name: Tracey Robideau

BOARD OF PUBLIC WORKS AND SAFETY

APPROVED / DENIED this _____ day of _____, 20_____.

_____
Board of Works Member

_____
Board of Works Member

Mike Hartman, Mayor
Angela M. Eck, Clerk-Treasurer
Donald Stuckey, Attorney

City of BUTLER

215 S Broadway, Butler, IN 46721
260-868-5200 x 1305

September 25, 2026

Kathy Eaton-McKalip
Director of Local Programs
100 N. Senate Avenue
Indianapolis, IN 46204

Re: FY 2027 Community Crossing Grant Fund-Financial Commitment Letter
City of Butler, Indiana

Dear Ms. Eaton-McKalip:

This letter confirms Butler's financial commitment for our Community Crossings Matching Grant application. We will utilize funding from an approved source in order to provide the local match for these projects. We expect our local share of the costs for application to be $12,140.00 and we have the local funding available to provide this match. Thank you for this opportunity to submit this application for the residents of Butler, Indiana.

Sincerely,

Mike Hartman

Mike Hartman, Mayor- City of Butler

The City of Butler is an Equal Opportunity Provider.

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("***Agreement***"), made and entered into as of the latter signature date hereto (the "***Effective Date***"), by and between THE CITY OF BUTLER, with a mailing address of 215 South Broadway, Butler, IN 46721 ("***Lessor***"); and APC TOWERS IV, LLC, a Delaware limited liability company, with a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615 ("***Lessee***").

RECITALS

WHEREAS, Lessor is the owner of that certain parcel of land located at 700 W Main Street, Butler, DeKalb County, IN 46721, also known as parcel number 17-07-10-200-013.000-027, as more specifically described on **Exhibit A** hereto (the "***Property***"); and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately 100' x 100' (10,000 square feet) of ground space (the "***Premises***"), for ingress and egress and the installation and maintenance of utilities (the easements collectively referred to as the "***Easements***") both being approximately located as shown on **Exhibit B** (the Premises and the Easements are collectively referred to herein as the "***Site***"), for the purpose of establishing and maintaining a communications facility for Lessee's use and that of its subtenants, licensees and customers.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. Option to Lease.

(a) In consideration of the payment of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and irrevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the "***Option***"). The Option has a term of twelve (12) months, commencing on the Effective Date and ending as of midnight on the date before the first anniversary of such date (the "***Option Period***"). Lessee has the right to extend the Option for two (2) additional term of twelve (12) months (the "***Extended Option Period***"). The Option will automatically be extended for each Extended Option Period unless Lessee provides Lessor with written notice of Lessee's intent not to extend the Option at least thirty (30) days prior to the expiration of the Option Period or the first Extended Option Period, as applicable. Lessee will pay Lessor an additional payment of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) within thirty (30) days of the commencement of each Extended Option Period.

(b) During the Option Period, the Extended Option Periods and the Term, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee's use of the Site from all applicable government and/or regulatory entities (the "***Government Approvals***"). Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's use of the Site, including but not limited to land use and zoning applications. During the Option Period, Extended Option Periods and the Term, Lessor agrees

to cooperate with Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, to obtain a title report, zoning approvals and variances, conditional-use permits and perform surveys, soils tests, perform RF engineering studies and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine whether Lessee's use of the Site will be compatible with the Lessee's engineering specifications, intended use, system design, operations and Government Approvals. During the Option Period, Extended Option Periods and the Term, Lessor agrees to provide Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, with any documents, materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, and each as applicable, the following: (i) a certified copy of the formation documents of Lessor and all amendments thereto from the state in which Lessor is organized; (ii) a certificate of good standing for the Lessor issued by the state where the Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a true and complete copy of the names of any shareholders, members or partners of the Lessor; (iv) true and complete copy of any operating agreement, partnership agreement, bylaws or similar document and all amendments thereto together certified as accurate and complete by an officer, director, partner, member or manager of Lessor; (v) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (vi) such other documents that may be reasonably required or requested. Lessor's provision of the foregoing documents, materials or other instruments required for Lessee to secure a title policy for the Site shall be a prerequisite for the payment of any Rent or other monetary amounts payable by Lessee under this Agreement, and notwithstanding anything to the contrary herein and in addition to Lessee's rights and remedies otherwise provided in this Agreement, Lessee shall have no obligation to make any rental or other payments to Lessor until such items have been supplied to Lessee to the reasonable satisfaction of Lessee and Lessee's title insurer.

(c) During the Option Period and any Extended Option Period, Lessee may exercise the Option by written notice to Lessor.

2. Premises. Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises together with the use of the Easements for the construction, modification, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a)).

3. Permitted Use. The Site may be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the Telecommunications Facilities (the "***Permitted Use***"). Lessor may not commit any action or omission that would adversely affect the status of the Site with respect to the Permitted Use.

4. Term. The initial term of this Agreement ("***Initial Term***") is five (5) years, beginning on the first (1st) day of the month following the start of construction at the Site ("***Commencement Date***"), and expiring at midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Lessee has the right to extend the term of Agreement for nine (9) additional five (5)-year terms (each a "***Renewal Term***"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Term at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "***Term***".

5. Rent. Lessee shall pay Lessor an initial monthly rent of One Thousand Two Hundred Fifty and 00/100 Dollars ($1,250.00) ("***Rent***"). The Rent is due and payable in advance on the first day of each

month during the Term commencing as of the Rent Commencement Date. The "***Rent Commencement Date***" is the earlier of (i) the date of issuance of a certificate of completion (or comparable certificate) from the applicable governmental authority for the Telecommunications Facilities or (ii) ninety (90) days from the Commencement Date. Rent will be prorated for any partial months, including the months in which the Rent Commencement Date and the expiration or termination of the Term occur. As a condition precedent to Lessee's obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or to such payments) agrees to provide Lessee with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

The Rent will increase annually as of each anniversary of the Commencement Date, by an amount equal to one and one-half percent (1.5%) of the Rent in effect immediately prior to the increase.

6. Interference. Lessor may not use, nor may Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that unreasonably interferes or otherwise causes Electronic Interference with Lessee's Permitted Use of the Site. "***Electronic Interference***" as used in this paragraph means any performance degradation, misinterpretation, or loss of information to a communications system then in use at the Site. Such interference will be a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate the interference immediately upon written notice from Lessee. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 10 will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after Lessee's written notice to Lessor, Lessor acknowledges that the continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to use Site for the Permitted Use.

7. Construction of Improvements.

(a) Lessee may, from time to time during the Term, at its expense, construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as its subtenants, licensees and customers) radio transmitting and receiving antennae, communications equipment, related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house such equipment (collectively, the "***Telecommunications Facilities***"). Although the Telecommunications Facilities may become fixtures under applicable law, they will remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its subtenants, licensees and customers) has the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of the Term. At the time of removal of the Telecommunications Facilities, Lessee shall, at its sole cost and expense, repair any damage to the Property and restore the Property to the same condition that existed prior to the installation of the Telecommunications Facilities (with the exception of normal wear and tear, casualty damage and the acts of third parties not associated with Lessee) within one hundred twenty (120) days. If the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee easements in, over, across and through the Property or any other real property owned by Lessor as may be necessary to Tenant during the Initial Term and any

Renewal Terms of this Agreement for the installation and maintenance and removal of and reasonable access to guy wires and guy wire anchors, which may be located outside of the Site.

(b) The Telecommunications Facilities shall be initially configured as generally set forth in **Exhibit C**, subject to change by Lessee consistent with Section 7(a).

(c) Lessee is solely responsible for operations, maintenance, repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.

(d) Lessor hereby grants Lessee a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "***Landscape Easement***").

(e) Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities.

(f) If and when any Telecommunications Facilities are constructed on Premises, Lessee agrees to reserve, at no cost to Lessor, 10 contiguous vertical feet of space on the tower within the elevation range of 175-185 feet above ground for public safety equipment of Lessee and Dekalb County, Indiana. The exact location and size/weight/loading of such equipment shall be mutually agreeable to Landlord and Tenant. Prior to installing such equipment, the parties shall enter into a lease for the same using the form attached hereto as **Exhibit E** (the "***Tower Lease***").

8. Access. During the Term, ingress and egress to the Premises is hereby granted by Lessor to Lessee and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, 24 hours a day, 365 days per year basis. This ingress and egress shall include the nonexclusive right to and from the Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. Lessee also has a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunications Facilities.

9. Utilities.

(a) Lessee has the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, wherever practical, install separate meters for utilities used on the Premises.

(b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. Lessor agrees to execute, at no cost to Lessee a utility easement between Lessor and any such utility provider, if reasonably necessary.

10. Default. Any breach of a material term hereof that is not cured within thirty (30) days from receipt of written notice from the non-breaching party shall constitute a "***Default***"; provided, however, that if efforts to cure such breach are commenced within said thirty (30)-day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months.

The foregoing notwithstanding, any monetary breach not cured within fifteen (15) days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

11. Termination.

(a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default and as otherwise provided in this section.

(b) Lessee may terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1 (b) of this Agreement are unacceptable.

(c) Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's commercially reasonable judgment, that that the Premises cease to be economically viable as a telecommunications site; or (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

12. Condemnation. If all or any part of the Premises or any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain in effect, but the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" will be deemed to be the remaining portion of the initial Premises.

13. Indemnification.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify and defend Lessee from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall indemnify and defend Lessor from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any

damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.

(b) If either party is entitled to indemnification and defense ("***Indemnified Party***") from the other party ("***Indemnifying Party***") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. This Section 13 shall survive the termination or expiration of this Agreement.

14. Hazardous Substances. Lessor represents to the best of their knowledge that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("***Hazardous Substances***") regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("***Environmental Laws***"). Lessor indemnifies and defends Lessee from and against any and all claims of liability under any Environmental Laws for Hazardous Substances which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property, except for claims arising in whole or in any part out of Lessee's use or occupancy of the Premises. The indemnity obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

15. Insurance. Lessee will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: $1,000,000.00 for injury to any one person and $2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee's property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance. Lessee shall have Lessor named as additional insured on all policies obtained or maintained by Lessee pursuant to this Section 15, except for workers' compensation policies. Lessor and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived. Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

16. Taxes. Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Lessor shall pay when due all real property taxes and all other fees and

assessments attributable to the Property, Premises and Easements. Lessee will pay to Lessor within thirty (30) days from Lessor's request, any increase in Lessor's real property taxes which Lessor demonstrates, to Lessee's satisfaction, is directly and solely attributable to any improvements to the Site made by Lessee. If Lessor fails to pay when due any taxes affecting the Property or the Site, Lessee shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

17. Quiet Enjoyment, Title and Authority.

(a) During the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title of record as of the Effective Date.

(b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Lessee and of record as of the Effective Date, that will not interfere with Lessee's rights to or use of the Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

(c) Lessor agrees that, during the Option Period, Extended Option Periods and the Term, Lessee will have the exclusive right to use the Property for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

18. Notices.

(a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as FedEx or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessor to: CITY OF BUTLER
215 South Broadway,
Butler , IN 46721
Attention: Mike Hartman
Ref. Site ID: IN-4327 GN2 Wilmington RELHR

Telephone: (260) 868-5200 *(included for information purposes only and not for notices)*
Email: mayor@cityofbutler.in.gov *(included for information purposes only; not for notices)*

If to Lessee to: APC TOWERS IV, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
Attention: Daniel C. Agresta III, President & CEO
Ref. Site ID: IN-4327 GN2 Wilmington RELHR

Telephone: (919) 324-1945 *(included for information purposes only and not for notices)*
Fax: (919) 890-0788 *(included for information purposes only; not for notices)*

(b) If there is a change in ownership of the Property and Lessor's agreement is assigned to another party, then within ten (10) days of such transfer, Lessor or its successor will send copies of the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such

documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Current Tax Bill
v. New IRS Form W-9
vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

19. Estoppel, Non-Disturbance and Attornment.

(a) Lessor will, from time to time, upon not less than ten (10) days prior written notice from Lessee, execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.

(b) Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

20. Assignment. This Agreement is freely assignable by Lessee to any other party upon written notice to Lessor, without the necessity of obtaining Lessor's consent. Upon an assignment, Lessee shall be relieved of all liabilities and obligations arising under this Agreement subsequent to the date of such assignment. Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "***Secured Parties***"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of this Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Agreement for any reason, Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

21. Right of First Refusal. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in all or any portion of the Property or (ii) assign all or any portion of Lessor's interest in the Lease (any such offer, the "Offer"), Lessee shall have

the right of first refusal to purchase the Property (or a portion thereof, as applicable) or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election not later than forty-five (45) **OR [thirty (30)]** days after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the offeror on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by an amendment. Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of an amendment.

22. Further Assurances. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

23. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

24. Waiver of Damages. Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

25. Miscellaneous.

(a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.

(c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute the i) Memorandum of Option (see form attached hereto as **Exhibit D-1**), and ii) Memorandum of Ground Lease Agreement (see form attached hereto as **Exhibit D-2**); and Lessee shall have the same recorded in the land records of the county and state in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.

(d) Any sale or other conveyance by the Lessor of all or part of the Site shall be under and subject to this Agreement and Lessee's rights hereunder.

(e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral

agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

(f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

(i) In the event of any dispute arising hereunder or a default by Lessor or Lessee, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

26. **Confidentiality.** Lessor shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving thirty (30) days written notice thereof to Lessor.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this OPTION AND GROUND LEASE AGREEMENT as of the dates written below.

LESSOR:

CITY OF BUTLER

By: _____

Name: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

_____

_____, Notary Public

My Commission Expires: _____.

LESSEE:

APC TOWERS IV, LLC,
a Delaware limited liability company

By: _____

Name: Daniel C. Agresta III

Title: President & CEO

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared Daniel C. Agresta III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

_____

_____, Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new **Exhibit A** prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new **Exhibit A** will constitute approval.

PARENT PARCEL DESCRIPTION:

PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TEN (10), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOURTEEN (14) EAST, SECOND PRINCIPAL MERIDIAN, WILMINGTON CIVIL TOWNSHIP, DEKALB COUNTY. INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (1/4)) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10 (MAG NAIL ON NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10, 0 13 FEET EAST OF CORNER), THENCE SOUTH 89 DEGREES 08 MINUTES 05 SECONDS WEST (ASSUMED BEARING AND BASIS OF ALL BEARINGS IN THIS DESCRIPTION), 514.12 FEET ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10 TO THE NORTHEAST CORNER OF A TRACT OF REAL ESTATE DESCRIBED TO PHILLIP J MAYER IN EXECUTRIX'S DEED DATED MAY 21, 1991 AND RECORDED IN THE DEKALB COUNTY, INDIANA RECORDER'S OFFICE IN DEED RECORD 199 AT PAGE 63, SAID POINT MARKED BY A MAG NAIL: THENCE SOUTH 01 DEGREES 20 MINUTES 24 SECONDS EAST, 826.43 FEET ON AND ALONG THE EAST LINE OF SAID MAYER TRACT TO THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD, SAID POINT BEING MARKED BY A 5/8 INCH REBAR WITH CAP MARKED "KLINE ASSOC. INC. #0043"; THENCE NORTH 86 DEGREES 13 MINUTES 31 SECONDS WEST, 268.12 FEET ON AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD TO A 5/8 INCH REBAR CAP MARKED "KLINE ASSOC INC. #0043"; THENCE NORTH 01 DEGREES 20 MINUTES 24 SECONDS WEST, 804.74 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10, SAID POINT BEING MARKED BY A MAG NAIL, THENCE NORTH 89 DEGREES 08 MINUTES 05 SECONDS EAST, 267.06 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4) TO THE POINT OF BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS

EXHIBIT B

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new **Exhibit B** prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new **Exhibit B** will constitute approval thereof.

TOWER LEASE AREA DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, DEKALB COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A 3/4 INCH IRON FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 87°38'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ALSO BEING THE CENTER OF W. MAIN STREET (WIDTH VARIES/PUBLIC) A DISTANCE OF 769.38 FEET; THENCE CONTINUING NORTH 87°38'38" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°48'45" EAST A DISTANCE OF 543.14 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 35.74 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°10'09" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 02°49'51" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 87°10'09" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES.

ACCESS/UTILITY EASEMENT DESCRIPTION:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, DeKALB COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A 3/4 INCH IRON FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 87°38'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ALSO BEING THE CENTER OF W. MAIN STREET (WIDTH VARIES/PUBLIC) A DISTANCE OF 769.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°38'38" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°48'45" EAST A DISTANCE OF 543.14 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 35.74 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THE TOWER LEASE; THENCE NORTH 02°49'51" WEST ALONG THE EAST LINE OF SAID TOWER LEASE A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE; THENCE NORTH 87°10'09" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE NORTH 87°10'09" EAST A DISTANCE OF 5.75 FEET; THENCE NORTH 02°48'45" WEST A DISTANCE OF 513.39 FEET TO SAID NORTH LINE AND THE POINT OF BEGINNING. CONTAINING 19,470 SQUARE FEET OR 0.45 ACRES.

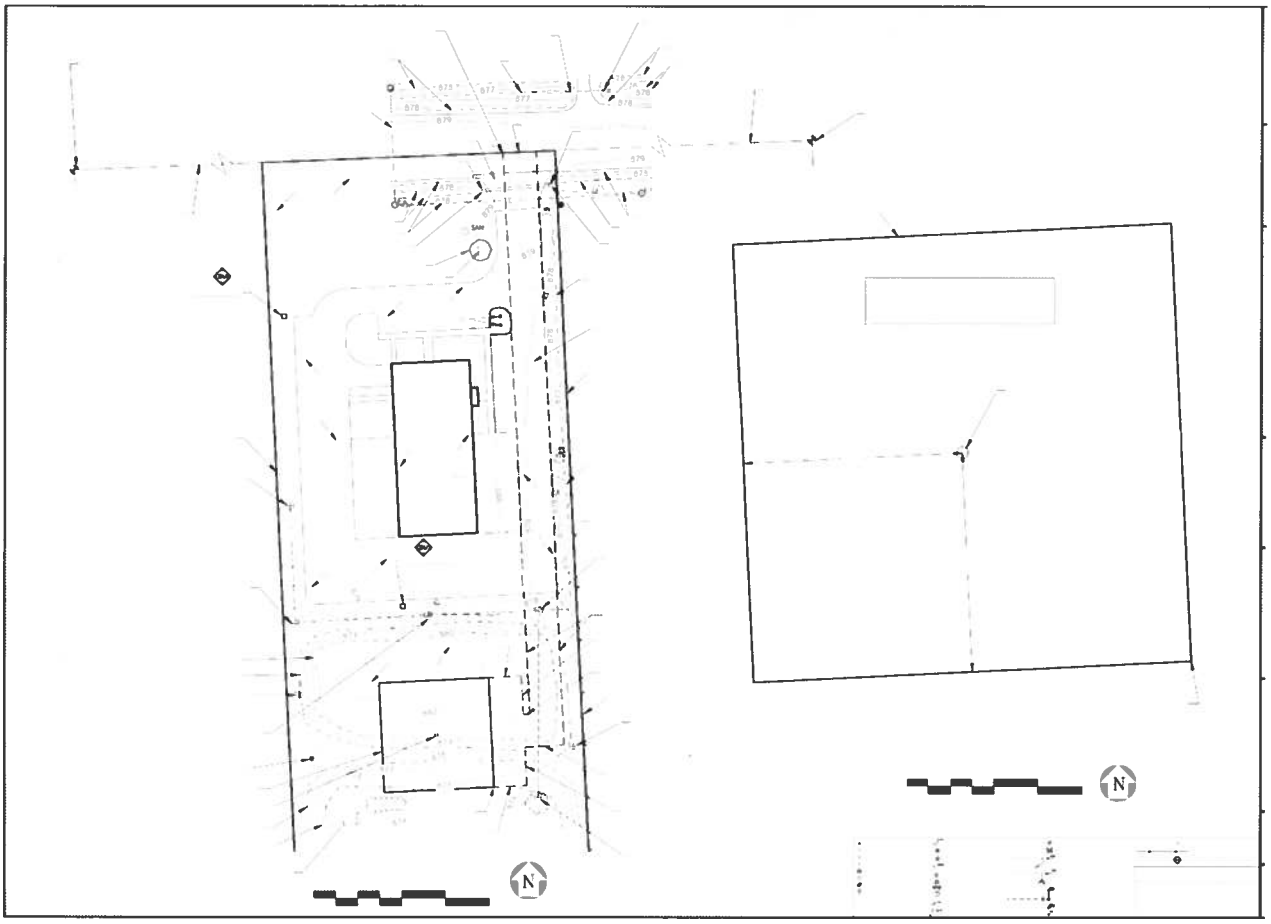
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C

SITE PLAN

To be verified by survey prior to Exercise of Option per Paragraph 1(c).



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT D-1

MEMORANDUM OF OPTION

(Attached Hereto)

MEMORANDUM OF OPTION

PREPARED BY
AND WHEN RECORDED MAIL TO:

Name: _____
APC Towers IV, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
Phone Number: _____

(space above for Recorder's use only)

Notice is hereby given that THE CITY OF BUTLER, with a mailing address of 215 South Broadway, Butler , IN 46721 ("***Lessor***"); and APC TOWERS IV, LLC, a Delaware limited liability company, with a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615 ("***Lessee***"), have entered into a certain Option and Ground Lease Agreement with and Effective Date of _____ (the "***Agreement***") for the property located at 700 W Main Street, Butler, DeKalb County, IN 46721, also known as parcel number 17-07-10-200-013.000-027, whereby Lessor grants Lessee an option to lease a portion of such real property, as more specifically described in **Exhibit A (Legal Description of Real Property)** and **Exhibit B (Description of Premises)** attached hereto (collectively, the "***Property***") and to obtain access and utility easement rights over the Property.

1. The term of the Option is for twelve (12) months commencing as of the Effective Date of the Agreement, and Lessee has the right to extend the term of the option for one (2) additional twelve (12) month periods following the initial term of the Option.

2. During the term of the Option, Lessee has the exclusive right to use the Property for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

3. Nothing contained herein shall be deemed to amend, modify or alter the terms of the Agreement, and reference is made therefor for all of its terms, covenants and conditions. In the event of any inconsistency between the terms of this Memorandum and the Option, the terms and conditions of the Agreement shall govern and continue.

4. This Memorandum of Option shall be binding upon and inure to the benefit of the respective successors, executors, administrators, heirs and assigns of the parties hereto.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION as of the dates written below.

LESSOR:

CITY OF BUTLER

By: _____

Name: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

_____

_____, Notary Public

My Commission Expires: _____.

LESSEE:

APC TOWERS IV, LLC,
a Delaware limited liability company

By: _____

Name: Daniel C. Agresta III

Title: President & CEO

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared Daniel C. Agresta III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

_____

_____, Notary Public

My Commission Expires: _____.

EXHIBIT A
TO MEMORANDUM OF OPTION

LEGAL DESCRIPTION OF REAL PROPERTY

PARENT PARCEL DESCRIPTION:
PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TEN (10), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOURTEEN (14) EAST, SECOND PRINCIPAL MERIDIAN, WILMINGTON CIVIL TOWNSHIP, DEKALB COUNTY. INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (1/4)) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10 (MAG NAIL ON NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10, 0 13 FEET EAST OF CORNER), THENCE SOUTH 89 DEGREES 08 MINUTES 05 SECONDS WEST (ASSUMED BEARING AND BASIS OF ALL BEARINGS IN THIS DESCRIPTION), 514.12 FEET ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10 TO THE NORTHEAST CORNER OF A TRACT OF REAL ESTATE DESCRIBED TO PHILLIP J MAYER IN EXECUTRIX'S DEED DATED MAY 21, 1991 AND RECORDED IN THE DEKALB COUNTY, INDIANA RECORDER'S OFFICE IN DEED RECORD 199 AT PAGE 63, SAID POINT MARKED BY A MAG NAIL: THENCE SOUTH 01 DEGREES 20 MINUTES 24 SECONDS EAST, 826.43 FEET ON AND ALONG THE EAST LINE OF SAID MAYER TRACT TO THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD, SAID POINT BEING MARKED BY A 5/8 INCH REBAR WITH CAP MARKED "KLINE ASSOC. INC. #0043"; THENCE NORTH 86 DEGREES 13 MINUTES 31 SECONDS WEST, 268.12 FEET ON AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD TO A 5/8 INCH REBAR CAP MARKED "KLINE ASSOC INC. #0043"; THENCE NORTH 01 DEGREES 20 MINUTES 24 SECONDS WEST, 804.74 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10, SAID POINT BEING MARKED BY A MAG NAIL, THENCE NORTH 89 DEGREES 08 MINUTES 05 SECONDS EAST, 267.06 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4) TO THE POINT OF BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS

EXHIBIT B
TO MEMORANDUM OF OPTION

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new **Exhibit B** to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new **Exhibit B** to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.

TOWER LEASE AREA DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, DEKALB COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A 3/4 INCH IRON FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 87°38'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ALSO BEING THE CENTER OF W. MAIN STREET (WIDTH VARIES/PUBLIC) A DISTANCE OF 769.38 FEET; THENCE CONTINUING NORTH 87°38'38" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°48'45" EAST A DISTANCE OF 543.14 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 35.74 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°10'09" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 02°49'51" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 87°10'09" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES.

ACCESS/UTILITY EASEMENT DESCRIPTION:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, DeKALB COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A 3/4 INCH IRON FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 87°38'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ALSO BEING THE CENTER OF W. MAIN STREET (WIDTH VARIES/PUBLIC) A DISTANCE OF 769.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°38'38" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°48'45" EAST A DISTANCE OF 543.14 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 35.74 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THE TOWER LEASE; THENCE NORTH 02°49'51" WEST ALONG THE EAST LINE OF SAID TOWER LEASE A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE; THENCE NORTH 87°10'09" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE NORTH 87°10'09" EAST A DISTANCE OF 5.75 FEET; THENCE NORTH 02°48'45" WEST A DISTANCE OF 513.39 FEET TO SAID NORTH LINE AND THE POINT OF BEGINNING. CONTAINING 19,470 SQUARE FEET OR 0.45 ACRES.

Notes:

1. Lessor agrees that the legal descriptions of the Premises and Easements attached hereto may be amended by Lessee after the Effective Date, and Lessor consents to Lessee's unilateral execution and recording of an amendment to this Memorandum to evidence any such amendments to the legal descriptions.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT D-2

MEMORANDUM OF GROUND LEASE AGREEMENT

(Attached Hereto)

MEMORANDUM OF GROUND LEASE AGREEMENT

PREPARED BY
AND WHEN RECORDED MAIL TO:

Name: _____
APC Towers IV, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
Phone Number: _____

(space above for Recorder's use only)

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("***Memorandum***"), made and entered into as of the latter signature date hereto (the "***Effective Date***"), by and between CITY OF BUTLER [LASTNAME], with a mailing address of 215 South Broadway, Butler , IN 46721 ("***Lessor***"); and APC TOWERS IV, LLC, a Delaware limited liability company, with a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615 ("***Lessee***"), is a record of that certain Option and Ground Lease Agreement ("***Lease***"), between Lessor and Lessee dated as of _____, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to certain real property owned by Lessor (the "***Property***") and certain premises located thereon to be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the telecommunications facilities, which premises are hereinafter referred to as the "Premises." The Property is described in **Exhibit A** and the said Premises are shown on **Exhibit B** attached to this Memorandum.

2. Term. The Initial Term of the Lease is five (5) years beginning on the Commencement Date.

3. Renewal Terms. Lessee has the right to extend the Term of the Lease for nine (9) successive terms of five (5) years each.

4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Premises or permit any portion of the Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.
5. Right of First Refusal. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in all or any portion of the Property or (ii) assign all or any portion of Lessor's interest in the Lease (any such offer, the "Offer"), Lessee shall have the right of first refusal to purchase the Property (or a portion thereof, as applicable) or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election not later than forty-five (45) days **OR [thirty (30)]** after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the offeror on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by an amendment. Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of an amendment.

6. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Premises are subject to all of the applicable provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF GROUND LEASE AGREEMENT as of the dates written below.

LESSOR:

CITY OF BUTLER

By: _____

Name: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

_____

_____, Notary Public

My Commission Expires: _____.

LESSEE:

APC TOWERS IV, LLC,
a Delaware limited liability company

By: _____

Name: Daniel C. Agresta III

Title: President & CEO

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared Daniel C. Agresta III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

_____

_____, Notary Public

My Commission Expires: _____.

EXHIBIT A
TO MEMORANDUM OF GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

PARENT PARCEL DESCRIPTION:
PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TEN (10), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOURTEEN (14) EAST, SECOND PRINCIPAL MERIDIAN, WILMINGTON CIVIL TOWNSHIP, DEKALB COUNTY. INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (1/4)) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10 (MAG NAIL ON NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10, 0 13 FEET EAST OF CORNER), THENCE SOUTH 89 DEGREES 08 MINUTES 05 SECONDS WEST (ASSUMED BEARING AND BASIS OF ALL BEARINGS IN THIS DESCRIPTION), 514.12 FEET ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10 TO THE NORTHEAST CORNER OF A TRACT OF REAL ESTATE DESCRIBED TO PHILLIP J MAYER IN EXECUTRIX'S DEED DATED MAY 21, 1991 AND RECORDED IN THE DEKALB COUNTY, INDIANA RECORDER'S OFFICE IN DEED RECORD 199 AT PAGE 63, SAID POINT MARKED BY A MAG NAIL: THENCE SOUTH 01 DEGREES 20 MINUTES 24 SECONDS EAST, 826.43 FEET ON AND ALONG THE EAST LINE OF SAID MAYER TRACT TO THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD, SAID POINT BEING MARKED BY A 5/8 INCH REBAR WITH CAP MARKED "KLINE ASSOC. INC. #0043"; THENCE NORTH 86 DEGREES 13 MINUTES 31 SECONDS WEST, 268.12 FEET ON AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD TO A 5/8 INCH REBAR CAP MARKED "KLINE ASSOC INC. #0043"; THENCE NORTH 01 DEGREES 20 MINUTES 24 SECONDS WEST, 804.74 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 10, SAID POINT BEING MARKED BY A MAG NAIL, THENCE NORTH 89 DEGREES 08 MINUTES 05 SECONDS EAST, 267.06 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4) TO THE POINT OF BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS

EXHIBIT B
TO MEMORANDUM OF GROUND LEASE AGREEMENT

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new **Exhibit B** to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new **Exhibit B** to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.

TOWER LEASE AREA DESCRIPTION:
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, DEKALB COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A 3/4 INCH IRON FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 87°38'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ALSO BEING THE CENTER OF W. MAIN STREET (WIDTH VARIES/PUBLIC) A DISTANCE OF 769.38 FEET; THENCE CONTINUING NORTH 87°38'38" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°48'45" EAST A DISTANCE OF 543.14 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 35.74 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°10'09" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 02°49'51" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 87°10'09" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES.

ACCESS/UTILITY EASEMENT DESCRIPTION:
AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 34 NORTH, RANGE 14 EAST OF THE SECOND PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, DeKALB COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A 3/4 INCH IRON FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 87°38'38" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, ALSO BEING THE CENTER OF W. MAIN STREET (WIDTH VARIES/PUBLIC) A DISTANCE OF 769.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°38'38" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°48'45" EAST A DISTANCE OF 543.14 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 35.74 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 87°10'09" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THE TOWER LEASE; THENCE NORTH 02°49'51" WEST ALONG THE EAST LINE OF SAID TOWER LEASE A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE; THENCE NORTH 87°10'09" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°49'51" EAST A DISTANCE OF 35.00 FEET; THENCE NORTH 87°10'09" EAST A DISTANCE OF 5.75 FEET; THENCE NORTH 02°48'45" WEST A DISTANCE OF 513.39 FEET TO SAID NORTH LINE AND THE POINT OF BEGINNING. CONTAINING 19,470 SQUARE FEET OR 0.45 ACRES.

Notes:

1. Lessor agrees that the legal descriptions of the Premises and Easements attached hereto may be amended by Lessee after the Effective Date, and Lessor consents to Lessee's unilateral execution and recording of an amendment to this Memorandum to evidence any such amendments to the legal descriptions.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT E

TOWER LEASE

THIS TOWER LEASE ("Lease") dated as of the latter of the signature dates below (the "Effective Date") is entered into by APC Towers IV, LLC, a Delaware limited liability company, with a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615 ("Landlord"), and THE CITY OF BUTLER, with a mailing address of 215 South Broadway, Butler, IN 46721 ("Tenant"). Each of Landlord and Tenant shall be referred to as a "Party" and collectively, the "Parties".

Recitals

Landlord leases or controls a certain portion of the land located at 700 W Main Street, Butler, DeKalb County, IN 46721, also known as parcel number 17-07-10-200-013.000-027 and more particularly described on attached **Exhibit A** (the "Land") improved with a tower structure and related improvements (collectively, the "Tower"), together with all rights and privileges arising in connection therewith (collectively, the "Property"). Landlord desires to grant to Tenant the right to use a portion of the Property in connection with its communications operations in accordance with this Lease.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. **Recitals**. The above recitals are reiterated and incorporated herein by reference.

II. **Lease of Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the Land and the Tower to locate Tenant's equipment to support its antennas and related equipment (collectively, the "Antenna Facilities") for its communications operations as more fully described in this Lease, and which portions of the Land and the Tower are depicted on the attached **Exhibit B** (such locations being collectively referred to hereinafter as the "Premises").

III. **Term**.

a. The initial term of this Lease shall be ten (10) years ("Initial Term") commencing on the Effective Date. The term of this Lease shall automatically renew for three (3) additional five (5)-year renewal terms (each a "Renewal Term"). The Initial Term, and each Renewal Term are collectively referred to as the "Term." Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. Notwithstanding the automatic renewal described above, either Party may notify the other Party, in writing, of its intention not to renew this Lease, at least one hundred and twenty (120) days prior to the expiration of the then-current Term.

b. If Tenant shall remain in possession of the Premises at the expiration or earlier termination of the Term, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions as set forth in this Lease.

IV. **Permitted Use**.

a. The Premises may be used by Tenant for the transmission and reception of communication signals, and for the maintenance, repair or replacement of the Antenna Facilities. Tenant is fully familiar with the physical condition of the Property, and Tenant acknowledges and agrees that such conditions are fully acceptable and the Tower is in good working order.

b. Tenant shall have the right, at its expense, to maintain the Antenna Facilities as configured and described on attached **Exhibit B** on the Premises. Tenant may make changes, modifications, and alterations to its Antenna Facilities ("Modifications") subject to the prior written consent of Landlord, which consent shall be in Landlord's sole discretion and may be conditioned upon an increase in Rent (as defined below). Tenant shall cause all construction and Modifications to occur lien-free and in compliance with all present and future laws, rules and regulations of any local, State of Federal authority having jurisdiction with respect thereto, including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), and any other governmental or quasi-governmental authorities having jurisdiction (collectively, "Laws"). The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove, without damage to the Tower or other parts of the Property, the Antenna Facilities immediately upon termination or expiration of this Lease.

c. Prior to making any Modifications, Tenant shall submit a colocation application in the form attached hereto as **Exhibit C** (the "Colocation Application") for Landlord's approval. Following Landlord's receipt of a Colocation Application, Landlord shall order a structural analysis of the Tower and Tenant shall reimburse Landlord for its reasonable costs incurred promptly following its receipt of an invoice for the same. Should Landlord approve the Modification(s) described in the Colocation Application, the parties shall enter into an amendment to this Lease which shall solely (i) update the description of the Antenna Facilities described on **Exhibit B** and (ii) increase Rent accordingly.

d. Tenant shall operate the Antenna Facilities in compliance with all Laws, and shall deliver to Landlord written proof of compliance with specific Laws within thirty (30) days of such a request by Landlord. Tenant shall obtain and maintain, at its sole cost and expense, all permits, licenses, authorizations and approvals that may be required to install, maintain and operate the Antenna Facilities.

e. Tenant shall promptly advise Landlord in writing of any written notice received from any governmental authority to comply with the terms and provisions of any Laws which apply or relate to any portion of this Lease and/or the Antenna Facilities.

V. **Rent**.

a. Tenant will pay Landlord rent in the amount of Zero and 00/100 Dollars $0.00 per month (the "Rent"). Tenant will deliver Rent to Landlord at the address specified in the Notice section, or at such other address as Landlord shall specify, or by electronic payment.

b. Rent for any partial month will be prorated on a per day basis, based on the number of days in the month in question. Landlord will cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

c. The Rent payments are payable by the fifth day of the month.

d. Rent shall increase by three percent (3%) on each anniversary of the Effective Date for so long as this Lease is in effect.

e. If Tenant shall fail to pay when due any Rent, and such amount shall not be paid within ten (10) days after the date when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum or the prime interest rate then charged by the U.S. Bank National Association or its successors or assigns, whichever is greater. Nothing in this Section shall limit Landlord's right and remedies under any other provision of this Lease.

VI. **Interference**.

a. Tenant shall not use, nor shall Tenant permit its employees or agents to use the Premises or other portions of the Property in any way which interferes with the use of the Property by Landlord or the operations of Landlord, its tenants or licensees. Similarly, Landlord shall not use, nor shall Landlord permit its employees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Any such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other Party, be responsible for resolving said interference. In the event any such interference does not cease within 15 days of receipt of notice of interference, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

b. Notwithstanding the above, if any such interference is caused by the installation, maintenance and/or operation of the Antenna Facilities, Tenant shall, upon written notice from Landlord, suspend its operations until such time as the interference has been eliminated, except for intermittent testing after performing such repair, modification, replacement, or other action for the purpose of correcting the interference. If Tenant is unable to rectify the interference, then upon Landlord's request, Tenant shall remove the interfering equipment. In addition, Tenant waives any and all claims against Landlord for any interference caused to or with Tenant's Antenna Facilities by the equipment or facilities of Landlord or any of its other tenants or licensees that is installed prior to installation of Tenant's equipment.

VII. **Improvements, Utilities, Access**.

a. Tenant shall pay any and all utility charges resulting from Tenant's use of the Premises. Tenant shall have the right to install utilities, at Tenant's sole expense, and to improve the present utilities on the Premises (including, but not limited to the repair and/or installation of an emergency power generator(s)). Landlord shall not be responsible for the repair or replacement of generators currently located on the Premises, if any. Such repairs or replacement shall be the sole responsibility of, and at the sole cost of, any tenant owning any generator. Landlord hereby grants an easement, during the Term of this Lease, to place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities; provided that (i) Landlord approves, in its sole discretion, prior to use of such easement, the location of such easement, and (ii) the use of such easement does not interfere with the use of the Property by Landlord or its other tenants or licensees.

b. As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement (the "Easement") for ingress, egress, and access to the Premises as shown on attached **Exhibit A** to service the Premises and the Antenna Facilities during the Term of this Lease. Upon prior written notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement, provided such new location shall not materially interfere with Tenant's operations. The Easement provided hereunder shall have the same Term as this Lease.

Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Term of this Lease, provided that Tenant gives at least 36 hours advance written notice to Landlord of its intention to access the Premises (however, in the case of an emergency, such advance notice shall be at least 24 hours).

VIII. **Termination**. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

a. upon fifteen (15) days' written notice by Landlord for Tenant's failure to cure a default for payment of amounts due under this Lease within that 15-day period;

b. upon thirty (30) days' written notice by either Party if the other Party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period.

IX. **Taxes**. Tenant shall pay any personal property taxes, fees and assessments assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. In the event that Landlord fails to pay when due the real property taxes, assessments and fees it is obligated to pay, then Tenant shall have the right, but not the obligation, to pay same and deduct them from Rent amounts due under this Lease. In the event that Tenant fails to pay when due the taxes, fees or assessments it is obligated to pay, then Landlord shall have the right, but not the obligation, to pay same and Tenant shall reimburse Landlord such amounts immediately upon demand from Landlord.

X. **Insurance and Subrogation**. Tenant will maintain one or more Commercial General Liability Insurance policies in an aggregate amount of $2,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain. All personnel operating in the name of Tenant requiring access to and performing work on the Landlord's tower shall be fully covered by insurance in the minimum amount of $2,000,000.

XI. **Indemnification; Hold Harmless**. Tenant shall indemnify and agrees to hold Landlord harmless from and against any and all losses, costs, claims, liabilities, injuries, damages, judgments and expenses (including reasonable attorneys' fees and expenses) arising from, resulting from or relating to (i) any breach of this Lease by Tenant and its employees, independent contractors, officers, managers, agents, invitees, contractors or subcontractors ("Tenant Parties"); (ii) any negligent or intentional act or omission of any Tenant Parties; (iii) the installation, use, maintenance, repair or removal of the Antenna Facilities on the Premises by any Tenant Parties; (ii) the bodily injury or death of any person, or damage to any property sustained by any person, including the Tenant Parties on the Premises, unless directly caused by the gross negligence or willful misconduct of Landlord, its employees, agents or independent contractors. Tenant further acknowledges and agrees that Landlord shall not be held liable to Tenant for any damage or loss whatsoever, including but not limited to, the loss of revenue by reason of any damage to the Tower or loss of power to the site which causes loss of use or interference with the Tenant's antennas and equipment installed on the Premises.

XII. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant:

CITY OF BUTLER
215 South Broadway,
Butler , IN 46721
Attention: Mike Hartman
Ref. Site ID: IN-4327 GN2 Wilmington RELHR

Telephone: (260) 868-5200 (included for information purposes only and not for notices)
Email: mayor@cityofbutler.in.gov (included for information purposes only; not for notices)

If to Landlord:

APC Towers IV, LLC
8601 Six Forks Road
Suite 250
Raleigh, NC 27615
Attention: Daniel C. Agresta III, President & CEO
Ref. Site ID: IN-4157

Telephone: (919) 926-9838 *(included for information purposes only and not for notices)*
Email: dagresta@apctowers.com *(included for information purposes only; not for notices)*

XIII. **Quiet Enjoyment, Title and Authority**. Landlord covenants and warrants to Tenant that so long as Tenant is not in default beyond any applicable grace or cure period: (i) Landlord has full right, power and authority to execute this Lease; (ii) Landlord has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant; (iii) execution and performance of this Lease will not, to Landlord's knowledge, violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

XIV. **Hazardous Substances**. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any Laws. Landlord represents, warrants and agrees that Landlord will not, and will not intentionally permit any third party to use, generate, store or dispose any Hazardous Material on, under, about or within the Premises in violation of any Laws. Landlord and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities claim and/or costs arising from any breach of any representation, warranty or Lease contained in this paragraph. As used in this section, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other Laws concerning environmental matters. This section shall survive the termination of this Lease.

XV. **Assignment**. Tenant may not assign this Lease or sublease all or any portion of the Premises without Landlord's prior written approval, which may be withheld in Landlord's sole and absolute discretion. For purposes of this Section XV, a change in control of Tenant shall be deemed an assignment requiring Landlord's prior written approval.

XVI. **Successors and Assigns**. This Lease shall run with the Property, and shall bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.

XVII. **Miscellaneous**.

a. Subject to the interference provisions contained in Section VI, nothing in this Lease shall be construed to limit Landlord's right, title, or ability to use any portions of the Property (excluding the Premises) for any purpose, in its sole and absolute discretion.

b. The prevailing Party in any litigation in connection with or arising from this Lease shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

c. Each Party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information in writing as the other may reasonably request.

d. This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements, and there are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

e. Each Party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises or Property. Either Party may request that the other Party execute and deliver a Memorandum of Lease in connection with this Lease, and the requesting Party may record, at its sole expense, such Memorandum.

f. This Lease shall be construed in accordance with the laws of the state in which the Property is located.

g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The Parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

h. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

i. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution and delivery by both Tenant and Landlord.

j. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Lease to be effective as of the Effective Date.

LANDLORD: APC Towers IV, LLC, a Delaware limited liability company

Signature: _____
Name: Daniel C. Agresta III
Title: President & CEO
Date: _____

TENANT: City of Butler

Signature: _____
Name: [INSERT NAME]
Title: [INSERT TITLE]
Date: _____

EXHIBIT A

Description of the Property

The Property is described as follows:

[ADD METES AND BOUNDS LEGAL DESCRIPTION]

EXHIBIT B

Description of Premises and Tenant's Antenna Facilities

(INSERT COLO APP AND DEPICTION OF TENANT'S PORTION OF THE LAND)

Exhibit C

Colocation Application

☐ NEW LEASE ☐ AMENDMENT TO EXISTING LEASE ☐ RECONTRACT	INTERNAL USE ONLY	
	APP VERSION #	
	LEASE #	
	AMENDMENT #	

PLEASE RETURN THIS APPLICATION VIA EMAIL TO:			
E-Mail:		Site Number:	
		Site Name:	
		Application Date:	
		Revision Dates:	
Phone:			

APPLICANT / CARRIER INFORMATION			
Carrier Name:		Contact Name:	
Carrier Site Number:		Contact Number:	
Carrier Site Name:		Contact Fax:	
Carrier Legal Entity Name:		Contact Address:	
State of registration:			
Type of entity (LP, LLC, Corp) d/b/a (if applicable)			
Notice Address for Lease:		Contact E-mail:	
With copies to:		Additional E-mail:	
Carrier Invoice Address:		Other:	
Carrier Invoice Contact - Name, Title, Phone No.		Carrier NOC#	

ADDITIONAL CONTACT INFORMATION	
Leasing Contact Name/Number:	
RF Contact Name/Number:	
Construction Contact Name/Number:	
Emergency Contact Name/Number:	

SITE INFORMATION				
Latitude:		N	Existing Structure Type:	
Longitude:		W	Existing Structure Height:	
Site Address:				

FREQUENCY/TECHNOLOGY INFORMATION	
Type of Technology for all equipment (i.e., 3G, LTE, CMDA, MW, WiFi, TV, etc.)	
TX Frequency (MHz)	
RX Frequency (MHz)	
Tenants using an unlicensed band must provide exact Frequency Channels and Call Sign(s) to be utilized. (Providing the band range only will not be accepted.)	

PLEASE PROVIDE BRIEF DESCRIPTION OF GENERAL SCOPE OF WORK

EXISTING EQUIPMENT Applicant's Existing Equipment Configuration and Specifications										
Equipment Type (ex: panel, TMA, RRU)	RAD (feet)	Mount Height (feet)	Mount Type	Equip Qty	Equipment Manufacturer	Equipment Model #	Equip Dim (HxWxD) (ft or in)	Equip Weight (lbs)	Az	Remain

EXISTING LINES Applicant's Existing Lines and Specifications					
Line Type	Line Size (inches)	Total # of Lines	Coax interior or exterior (for monopoles)	Remain	Comments:

PROPOSED EQUIPMENT Applicant's Proposed Equipment Configuration and Specifications									
Equipment Type (ex: panel, TMA, RRU, ice shields)	RAD (feet)	Mount Height (feet)	Mount Type	Equip Qty	Equipment Manufacturer	Equipment Model #	Equip Dim (HxWxD) (ft or in)	Equip Weight (lbs)	Azimuth

PROPOSED LINES Applicant's Proposed Lines and Specifications				
Line Type	Line Size (inches)	Total # of Lines	Coax interior or exterior (for monopoles)	Comments:
Coax				
RET Home Run Cable				
Fiber				
DC Power				

PROPOSED FINAL CONFIGURATION TOTALS	
EQUIPMENT TYPE	TOTAL
Panel Antennas	
Omni/Whip Antennas	
RRU	
TMA	
Diplexer / Triplexer	
Bias T	
Surge Suppressor	
MW Dish	
Ice Shield	
ODU	
Filter	
Combiner	
Junction Box	
RET	
Equipment Cabinets	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	
Other (Please specify)	

PROPOSED FINAL CONFIGURATION TOTALS	
LINE TYPE	TOTAL
Coax	
Hybrid	
CAT5	
DC/Power	
RET	
Fiber	

GROUND / INTERIOR SPACE REQUIREMENTS						
Total Ground / Interior Area Dimensions: L' x W' = Total Square Feet Required	x	(Including all Equipment (i.e., Shelter, Equipment Platform or Pad, Generator Pad, Generator Fuel Tank Pad, Antenna Sleds, etc. – provide details below)				
Cabinet Area Dimensions (Pad/Platform)	x	Cabinet Installation Type				
Shelter Pad Dimensions	x	Shelter Manufacturer				
Rooftop Antenna Total Area Required	x	Antenna Sled Dimensions (per sector)	x	Antenna Wall Mount Dimensions (per sector)	x	

EQUIPMENT CABINET REQUIREMENTS (Required for rooftops or interior space)					
Number of Cabinets Required		Cabinet Dimensions (L' x W' x H')		Manufacturer:	
Number of Cabinets Required		Cabinet Dimensions (L' x W' x H')		Manufacturer:	
Number of Cabinets Required		Cabinet Dimensions (L' x W' x H')		Manufacturer:	
Equipment Cabinet Comments					

GENERATOR REQUIREMENTS					
Generator Required?:		Generator Fuel Type		Generator Size	
Generator Pad Dimensions			Generator Manufacturer		
Generator Fuel Tank Pad Dimensions			Fuel Tank Manufacturer		

AC POWER REQUIREMENTS			
Meter Type		Estimated Monthly Utility Usage Amount	
Voltage		Total Amperage	

FIBER / BACKHAUL					
Fiber Installation Status		Fiber Provider			
Cable Type		Number of Points of Entry		Conduit/Riser Size (in inches)	

STRUCTURAL ANALYSIS DETAILS			
Structural Hardcopies Required?		If wet seals required, please provide address:	

ADDITIONAL COMMENTS