



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 3/25/2025 at 9:00 AM

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

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 3-11-24.
 - b. Request to approve the account payable register: Accounts Payable 3-25-25.
- 5. Resolution**
 - a. **R032525** – Request to Approve a Special Purchase of a Combination Sewer Cleaner.
 - b. **R032525A** – Request to approve First Amendment to White River BOT Agreement.
 - c. **R032525B** – Request to Approve Whelen Cloud Platform Subscription.
 - d. **R032525C** – Request to Approve SmartSheet Software Payment.
 - e. **R032525D** – Request to Award Bid and Approve Contract for 116th and Allisonville Roundabout.

- f. **R032525E** – Request to Transfer Real Property to the City of Fishers Redevelopment Commission.
- g. **R032525F** – Request to Approve Riverfront District Application (Voodoo Brewing Co.).
- h. **R032525G** – Request to Approve Riverfront District Application (Biscuit Boys).
- i. **R032525H** – Request to Approve Professional Services Agreement (MBSA Events).
- j. **R032525I** – Request to Approve Change Order to Contract with Norcon (Agripark Building).
- k. **R032525J** – Request to Accept Dedication of Eyebrows (Avalon).
- l. **R032525K** – Request to Award Bid and Approve Contract for Road Resurfacing 25-1 Contract.
- m. **R032525L** – Request to Approve CCMG 25-1 Agreement with INDOT.
- n. **R032525M** – Request to Approve Amendment to City of Fishers Traffic Schedule.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 3/11/2025 at 9:00 AM

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

1. Meeting Called to Order

- The meeting was called to order at 9:00 am by Scott Fadness. Board members, Steve Orusa, and Scott Fadness were present.
- Staff present/Legal: Hatem Mekky, Tabatha Miller, Ross Hilleary, Kevin Martin, Ky Ragsdale, Hugo Wans, Charlie Fadale, Laura Gropp, Jeremy Schmitt, Lindsey Bennett, and Kari Adriano.
- Members of the Public: Larry Lannan
- Members of the public were able to submit comments to the Board via form submission. No comments were submitted.

2. Announcements

3. Presentations

4. Consent Agenda

- a. Request to review the previous meeting memoranda: Meeting Minutes 2-25-25.
 - b. Request to approve the accounts payable register: Accounts Payable 3-11-25.
- Steve Orusa made a motion to approve the consent agenda. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

5. Resolution

- a. **R031125** – Request to Approve Contribution Agreements for 2025 Nonprofit Grants.
 - Lindsey Bennett, City Attorney, presented **R031125** to the board.
 - Steve Orusa made a motion to approve **R031125**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- b. **R031125A** – Request to Approve 2025 Neighborhood Vibrancy Grant.
 - Ross Hilleary, Director of Planning & Zoning, presented **R031125A** to the board.
 - Steve Orusa made a motion to approve **R031125A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- c. **R031125B** – Request to Approve Road Cut on 116th Street for Utility Potholing.
 - Hatem Mekky, Director of Engineering, presented **R031125B** to the board.
 - Steve Orusa made a motion to approve **R031125B**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- d. **R031125C** – Request to Purchase Turnout Gear.
 - Charle Fadale, Deputy Chief, FFD, presented **R031125C** to the board.
 - Steve Orusa made a motion to approve **R031125C**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- e. **R031125D** – Request to Approve Mutual Aid Agreement between IFD & FFD.
 - Ky Ragsdale, Chief of Fishers Fire Department, presented **R031125D** to the board.
 - Steve Orusa made a motion to approve **R031125D**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- f. **R031125E** – Request for Declaring Vehicles-Equipment as Surplus for Trade-ins
 - Tabatha Miller, Director of Fleet, presented **R031125E** to the board.
 - Scott Fadness made a motion to approve **R031125E**. Steve Orusa seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- g. **R031125F** – Request for Declaring Vehicles-Equipment as Surplus for Worthless.
 - Tabatha Miller, Director of Fleet, presented **R031125F** to the board.
 - Steve Orusa made a motion to approve **R031125F**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- h. **R031125G** – Request to Approve Health Issues & Challenges Grant Amendment Agreement with IDO.

- Laura Gropp, Deputy Director Finance & Operations, FHD, presented **R031125G** to the board.
 - Steve Orusa made a motion to approve **R031125G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- i. **R031125H** – Request to Approve Contribution Agreement between the City of Fishers and Shepherd’s Center of Hamilton County.
- Laura Gropp, Deputy Director Finance & Operations, FHD, presented **R031125H** to the board.
 - Steve Orusa made a motion to approve **R031125H**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- j. **R031125I** – Request to Approve a Sanitary Sewer Service Agreement for Abbott Commons 3.
- Jeremy Schmitt, Water Quality Engineer, Engineering, presented **R031125I** to the board.
 - Steve Orusa made a motion to approve **R031125I**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- k. **R031125J** – Request to Approve a Sanitary Sewer Service Agreement for Abbott Commons 4
- Jeremy Schmitt, Water Quality Engineer, Engineering, presented **R031125J** to the board.
 - Steve Orusa made a motion to approve **R031125J**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- l. **R031125K** – Request to Approve First Amendment to Agreement with American Structurepoint for On-Call Development Plan Review Services.
- Jeremy Schmitt, Water Quality Engineer, Engineering, presented **R031125K** to the board.
 - Steve Orusa made a motion to approve **R031125K**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- m. **R031125L** – Request to Approve a Sanitary Sewer Service Agreement for Nickel Row Townhomes.
- Jeremy Schmitt, Water Quality Engineer, Engineering, presented **R031125L** to the board.
 - Steve Orusa made a motion to approve **R031125L**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment

- Scott Fadness made a motion to adjourn the meeting. Steve Orusa seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meeting was adjourned at 9:15 a.m.

I hereby certify that each of the above listed vouchers and the invoices, or bills

attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

March 25 , 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 74 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$3,697,026.25.

Dated this 25th day of March 2025.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

76620	03/18/2025	MANL	1521 Indiana Gas Company	102433	WQ_030325	02/06/2025	22401395	31825DD	2,701.04
				2,701.04	60609014 43500	Utility Services			
						CHECK	76620	TOTAL:	2,701.04
76621	03/18/2025	MANL	1521 Indiana Gas Company	102069	13130221-8	02/17/2025		31825DD	111.62
				111.62	21105058 43100	Professional Services			
						CHECK	76621	TOTAL:	111.62
76622	03/18/2025	MANL	1521 Indiana Gas Company	103159	Feb_DPW_031225	02/17/2025	22500123	31825DD	6,300.00
				6,300.00	10109012 43100	Professional Services			
						CHECK	76622	TOTAL:	6,300.00
76623	03/18/2025	MANL	364 Cinergy Corp	103265	WQ031125	03/11/2025	22400010	31825DD	60,015.31
				1,322.13	60609014 43500	Utility Services			
				58,693.18	60609014 43500	Utility Services			
						CHECK	76623	TOTAL:	60,015.31
76624	03/18/2025	MANL	364 Cinergy Corp	103297	910159310007	03/14/2025		31825DD	157.37
				157.37	21205058 43100	Professional Services			
						CHECK	76624	TOTAL:	157.37
76625	03/18/2025	MANL	364 Cinergy Corp	103298	910148743158	03/14/2025		31825DD	260.89
				260.89	21205058 43100	Professional Services			
						CHECK	76625	TOTAL:	260.89
76626	03/18/2025	MANL	364 Cinergy Corp	103356	031725Buildings	03/17/2025	22500109	31825DD	61,351.07
				61,351.07	10109012 43100	Professional Services			
						CHECK	76626	TOTAL:	61,351.07
76627	03/18/2025	MANL	364 Cinergy Corp	103357	031725Streets	03/17/2025	22500109	31825DD	13,004.22
				13,004.22	10109012 43100	Professional Services			
						CHECK	76627	TOTAL:	13,004.22

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 143,901.52

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	8	143,901.52

*** GRAND TOTAL *** 143,901.52

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

76628	03/18/2025	EFT	3720 DOXIM UTILITEC LLC	103097	0225P	02/28/2025		31825EP	12,139.30
				12,139.30	60601013 43100	Professional Services			
						CHECK	76628 TOTAL:		12,139.30
76629	03/18/2025	EFT	5249 James Shaffer	103264	2026300.01	02/05/2025		31825EP	7,384.19
				7,384.19	E 10324001 .LANDSC.LANDSC. 10101013 44920	Capital Expenses			
						CHECK	76629 TOTAL:		7,384.19
76630	03/18/2025	EFT	4082 Metronet Systems Hol	102807	3-4-2025	03/04/2025		31825EP	900.00
				900.00	10106050 43100	Professional Services			
						CHECK	76630 TOTAL:		900.00
76631	03/18/2025	PRTD	1495 Hamilton County Cler	103339	ROW 121/Hoosier APPR	03/14/2025	22401336	31825EP	12,900.00
				12,900.00	20204010 44200	Infrastructure			
						CHECK	76631 TOTAL:		12,900.00
76632	03/18/2025	PRTD	1495 Hamilton County Cler	103340	ROW121/Hoosier	03/14/2025	22401336	31825EP	36,850.00
				36,850.00	20204010 44200	Infrastructure			
						CHECK	76632 TOTAL:		36,850.00
76633	03/18/2025	PRTD	1417 Hamilton County Reco	103300	P31724Lien	03/17/2025		31825EP	25.00
				25.00	60601013 43100	Professional Services			
						CHECK	76633 TOTAL:		25.00
76634	03/18/2025	PRTD	1753 Indianapolis Power &	102971	200000031599	03/07/2025	22500086	31825EP	209.45
				209.45	10109012 43100	Professional Services			
						CHECK	76634 TOTAL:		209.45
76635	03/18/2025	PRTD	1753 Indianapolis Power &	102969	200000179593	03/07/2025	22500086	31825EP	412.40
				412.40	10109012 43100	Professional Services			
						CHECK	76635 TOTAL:		412.40

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 70,820.34

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	50,396.85
TOTAL EFT'S	3	20,423.49

*** GRAND TOTAL *** 70,820.34

A/P CASH DISBURSEMENTS JOURNAL

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
76636	03/19/2025	MANL	2452 Regions Bank	103156	225CC-Police	02/28/2025		225CC	41,960.64
				1,350.00	10108011 43100			Professional Services	
				290.80	10108015 42200			Operating Supplies	
				796.73	10108013 42200			Operating Supplies	
				-52.12	10108013 42200			Operating Supplies	
				2,249.00	10108013 42200			Operating Supplies	
				35.41	10108013 43200			Comms And Transportation	
				12.81	10108013 43200			Comms And Transportation	
				26.28	10108013 43200			Comms And Transportation	
				10.69	10108013 43200			Comms And Transportation	
				35.70	10108013 43200			Comms And Transportation	
				939.07	10108013 42200			Operating Supplies	
				561.53	10108015 42200			Operating Supplies	
				3,438.00	10108015 42200			Operating Supplies	
				498.85	10108015 42200			Operating Supplies	
				686.60	10108013 42200			Operating Supplies	
				86.60	10108015 42200			Operating Supplies	
				140.73	10108015 42200			Operating Supplies	
				88.39	10108015 42200			Operating Supplies	
				598.00	10108013 43200			Comms And Transportation	
				7,142.80	10108015 43200			Comms And Transportation	
				22.70	10108015 43200			Comms And Transportation	
				276.97	10108015 43200			Comms And Transportation	
				22.70	10108015 43200			Comms And Transportation	
				276.97	10108015 43200			Comms And Transportation	
				374.23	10108015 43200			Comms And Transportation	
				100.00	10108012 43200			Comms And Transportation	
				545.44	10108013 43200			Comms And Transportation	
				1,670.88	10108015 43200			Comms And Transportation	
				333.18	10108015 42200			Operating Supplies	
				659.00	10108015 43200			Comms And Transportation	
				659.00	10108015 43200			Comms And Transportation	
				116.00	10108015 43200			Comms And Transportation	
				116.00	10108015 43200			Comms And Transportation	
				580.00	10108015 43200			Comms And Transportation	
				127.89	10108015 42200			Operating Supplies	
				1,414.86	10108015 42200			Operating Supplies	
				1,000.00	10108012 43200			Comms And Transportation	
				212.19	10108015 42200			Operating Supplies	
				12.49	10108011 42200			Operating Supplies	
				213.40	10108011 42200			Operating Supplies	
				63.00	10108015 43100			Professional Services	
				65.40	10108015 43100			Professional Services	
				34.50	10108015 42200			Operating Supplies	
				40.00	10108015 43200			Comms And Transportation	
				40.00	10108015 43200			Comms And Transportation	
				1.00	10108015 43200			Comms And Transportation	
				1.00	10108015 43200			Comms And Transportation	
				310.00	10108011 43100			Professional Services	
				324.00	10108011 43100			Professional Services	
				786.04	10108013 43200			Comms And Transportation	
				1,500.00	10108011 43100			Professional Services	

A/P CASH DISBURSEMENTS JOURNAL
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VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

55.00	10108015	43200	Comms And Transportation
142.16	10108013	43100	Professional Services
419.85	10108011	43100	Professional Services
65.40	10108015	43100	Professional Services
50.00	10108011	43100	Professional Services
385.00	10108011	43100	Professional Services
46.00	10108015	42200	Operating Supplies
106.99	10108015	42200	Operating Supplies
435.41	10108015	42200	Operating Supplies
1,637.12	10108012	42200	Operating Supplies
2,222.72	10108012	42200	Operating Supplies
125.00	10108011	43100	Professional Services
731.80	10108013	43100	Professional Services
100.00	10108013	43100	Professional Services
87.57	10108013	42200	Operating Supplies
775.00	10108015	43200	Comms And Transportation
518.15	10108013	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
204.32	10108015	43200	Comms And Transportation
220.00	10108011	43100	Professional Services
95.22	10108012	42200	Operating Supplies
191.49	10108012	42200	Operating Supplies
2,464.95	10108012	42200	Operating Supplies
-97.67	10108012	43100	Professional Services
41.69	10108012	42200	Operating Supplies

CHECK 76636 TOTAL: 41,960.64

76637 03/19/2025 MANL 2452 Regions Bank

103141	225CC-Admin	02/28/2025	225CC
72.67	10101015	42200	Operating Supplies
213.99	10101011	42200	Operating Supplies
43.10	10101011	42200	Operating Supplies
47.09	10101011	42200	Operating Supplies
53.48	10101011	42200	Operating Supplies
2.00	10101017	43100	Professional Services
80.25	10101017	42200	Operating Supplies
164.45	10101011	43100	Professional Services
195.56	10102100	42200	Operating Supplies
45.90	10101011	42200	Operating Supplies
-12.79	10101017	42200	Operating Supplies
42.50	10101017	42200	Operating Supplies
59.32	10101017	43100	Professional Services
38.42	10101017	42200	Operating Supplies
100.00	10101017	42200	Operating Supplies
31.01	10101017	42200	Operating Supplies
85.60	10101017	42200	Operating Supplies
950.34	10101011	43100	Professional Services
978.40	10101011	43100	Professional Services
1,019.88	10101011	43100	Professional Services
1,036.96	10101011	43100	Professional Services

225CC 36,934.74

A/P CASH DISBURSEMENTS JOURNAL

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

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PO

WARRANT

NET

1,036.96	10101011	43100	Professional Services
553.84	10101011	43100	Professional Services
897.88	10101011	43100	Professional Services
1,124.80	10101011	43100	Professional Services
1,007.68	10101011	43100	Professional Services
1,349.28	10101011	43100	Professional Services
1,202.88	10101011	43100	Professional Services
1,007.68	10101011	43100	Professional Services
71.48	10101011	43100	Professional Services
30.00	10101011	43100	Professional Services
37.80	10101011	43100	Professional Services
366.41	10101011	43100	Professional Services
65.97	10101011	42200	Operating Supplies
28.29	10101011	42200	Operating Supplies
66.99	10101011	42200	Operating Supplies
20.00	10101011	43200	Comms And Transportation
127.81	10101011	43200	Comms And Transportation
275.50	10101011	43200	Comms And Transportation
418.48	10101011	43200	Comms And Transportation
42.41	10101011	43200	Comms And Transportation
46.77	10101011	42200	Operating Supplies
67.36	10101011	42200	Operating Supplies
47.00	10101011	42200	Operating Supplies
66.20	10101011	42200	Operating Supplies
44.35	10101011	42200	Operating Supplies
39.33	10101011	42200	Operating Supplies
28.00	10101011	43100	Professional Services
38.99	10101011	43100	Professional Services
40.42	10101011	43100	Professional Services
60.22	10101011	42200	Operating Supplies
74.90	10101011	42200	Operating Supplies
235.40	10101011	42200	Operating Supplies
225.00	10101011	43100	Professional Services
132.54	10101011	42200	Operating Supplies
1,010.68	10101011	43100	Professional Services
235.35	21205058	43100	Professional Services
377.52	10101011	43100	Professional Services
80.25	10101011	42200	Operating Supplies
4.00	10101011	43100	Professional Services
-132.54	10101011	42200	Operating Supplies
11.44	10101011	42200	Operating Supplies
2,400.00	10101011	42200	Operating Supplies
5.23	10101011	42200	Operating Supplies
70.72	10101011	42200	Operating Supplies
18.53	10101011	42200	Operating Supplies
132.54	10101011	42200	Operating Supplies
8.31	10101011	42200	Operating Supplies
149.73	10101011	42200	Operating Supplies
-80.25	10101011	42200	Operating Supplies
289.38	10101011	43200	Comms And Transportation
88.67	10101016	42200	Operating Supplies
-93.30	10101016	42200	Operating Supplies

A/P CASH DISBURSEMENTS JOURNAL
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17.99	10101016	42200	Operating Supplies
39.75	10101016	42200	Operating Supplies
59.39	10101016	42200	Operating Supplies
91.00	10101016	42200	Operating Supplies
9.99	10101016	43100	Professional Services
65.11	10101016	42200	Operating Supplies
610.00	10101016	42200	Operating Supplies
43.92	10101016	42200	Operating Supplies
50.00	10101016	42200	Operating Supplies
54.48	10101016	42200	Operating Supplies
35.00	10101016	43100	Professional Services
98.34	10101016	42200	Operating Supplies
11.12	10101016	42200	Operating Supplies
65.73	10101016	42200	Operating Supplies
34.47	10101016	42200	Operating Supplies
50.00	10101016	43100	Professional Services
11.99	10101016	42200	Operating Supplies
208.00	10101016	43100	Professional Services
29.47	10101016	43100	Professional Services
3,420.00	10101016	43100	Professional Services
19.58	10101016	42200	Operating Supplies
635.00	27907054	43100	Professional Services
46.58	10101016	42200	Operating Supplies
32.09	10101016	43100	Professional Services
20.00	10101016	43100	Professional Services
-360.00	10101016	43100	Professional Services
10.00	10101016	43200	Comms And Transportation
9.99	10101016	43100	Professional Services
112.04	10101016	42200	Operating Supplies
458.97	10101016	43200	Comms And Transportation
20.00	10101016	43100	Professional Services
9.83	27907054	43300	Printing And Advertising
625.62	10101016	43300	Printing And Advertising
248.96	27907054	43300	Printing And Advertising
386.04	10101016	43300	Printing And Advertising
24.38	10101016	42200	Operating Supplies
13.49	10101016	42200	Operating Supplies
8.14	10101016	42200	Operating Supplies
10.70	10101016	42200	Operating Supplies
23.97	10101016	42200	Operating Supplies
59.28	10101016	42200	Operating Supplies
108.19	10101016	42200	Operating Supplies
8,703.13	10101016	43202	Postage

CHECK 76637 TOTAL: 36,934.74

76638 03/19/2025 MANL 2452 Regions Bank

 103146 225CC-DPW
 3,770.72 60609014 43500

 02/28/2025 22401410 225CC
 Utility Services 3,770.72

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
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NET

						CHECK		76638 TOTAL:		3,770.72	
76639	03/19/2025	MANL	2452 Regions Bank	103147	225CC-DPW	02/28/2025		225CC		22,395.81	
				105.00	10106192 42200	operating Supplies					
				720.29	10106192 42200	operating Supplies					
				727.00	10106192 42200	operating Supplies					
				30.33	10106192 42200	operating Supplies					
				1,069.47	10106192 42200	operating Supplies					
				-69.97	10106192 42200	operating Supplies					
				727.00	10106192 42200	operating Supplies					
				672.10	10106192 42200	operating Supplies					
				550.77	10106192 42200	operating Supplies					
				486.72	10106192 42200	operating Supplies					
				200.00	10109013 43100	Professional Services					
				273.94	10106192 42200	operating Supplies					
				22.29	20109011 43100	Professional Services					
				2,229.00	20106191 42200	operating Supplies					
				2,229.00	20106191 42200	operating Supplies					
				212.26	10109012 43100	Professional Services					
				22.29	20109011 43100	Professional Services					
				16.23	10106192 42200	operating Supplies					
				800.00	10109012 43100	Professional Services					
				924.40	10109012 43100	Professional Services					
				184.53	10109012 43100	Professional Services					
				290.58	10109012 43100	Professional Services					
				307.43	10109012 43100	Professional Services					
				3,782.08	10109012 43100	Professional Services					
				2,008.14	10109012 43100	Professional Services					
				3,429.48	10109013 43100	Professional Services					
				200.00	10109013 43100	Professional Services					
				72.00	10106192 42200	operating Supplies					
				92.00	10106192 42200	operating Supplies					
				81.45	60609014 42200	operating Supplies					
						CHECK		76639 TOTAL:		22,395.81	
76640	03/19/2025	MANL	2452 Regions Bank	103151	225CC-Fire	02/28/2025	22401353	225CC		2,398.80	
				1,188.83	10105012 43100	Professional Services					
				1,209.97	10105015 43100	Professional Services					
						CHECK		76640 TOTAL:		2,398.80	
76641	03/19/2025	MANL	2452 Regions Bank	103152	225CC-Fire	02/28/2025		225CC		16,602.62	
				299.00	10101012 43100	Professional Services					
				50.00	10105013 42200	operating Supplies					
				439.37	10105013 43200	Comms And Transportation					
				335.00	10105015 42200	operating Supplies					
				17.26	10105013 42200	operating Supplies					
				199.98	10105016 42200	operating Supplies					

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

49.09	10105011	43100	Professional Services
797.00	10105013	42200	operating Supplies
289.00	10105013	42200	operating Supplies
54.21	10105013	42200	operating Supplies
187.75	10105013	42200	operating Supplies
1,141.02	10105013	42200	operating Supplies
104.00	10105012	43200	Comms And Transportation
69.00	10105012	43200	Comms And Transportation
69.00	10105012	43200	Comms And Transportation
104.00	10105012	43200	Comms And Transportation
257.48	10105012	42200	operating Supplies
104.00	10105012	43200	Comms And Transportation
626.00	10105015	42231	Uniforms
1,570.51	10105012	42200	operating Supplies
69.63	10105011	43100	Professional Services
49.37	10105011	43200	Comms And Transportation
572.69	10105012	42200	operating Supplies
40.00	10105012	43200	Comms And Transportation
78.05	10105016	43200	Comms And Transportation
795.00	10105016	43200	Comms And Transportation
795.00	10105016	43200	Comms And Transportation
291.38	10105016	43200	Comms And Transportation
919.00	10105016	43200	Comms And Transportation
775.00	10105011	42200	operating Supplies
1,482.37	10105011	42200	operating Supplies
29.99	10105011	43200	Comms And Transportation
98.00	10105011	42200	operating Supplies
407.00	10105011	42200	operating Supplies
219.00	10105015	42231	Uniforms
1,474.00	10105015	42231	Uniforms
72.46	10105011	42200	operating Supplies
171.90	10105011	42200	operating Supplies
200.00	10105011	43200	Comms And Transportation
62.25	10105011	42200	operating Supplies
294.14	10105015	42200	operating Supplies
54.12	10105015	42200	operating Supplies
236.86	10105015	42200	operating Supplies
51.57	10105011	42200	operating Supplies
156.54	10105013	42200	operating Supplies
104.88	10105013	42200	operating Supplies
39.96	10105013	42200	operating Supplies
57.72	10105013	42200	operating Supplies
-57.72	10105013	42200	operating Supplies
58.92	10105013	42200	operating Supplies
110.00	10105013	43200	Comms And Transportation
130.87	10105013	42200	operating Supplies

CHECK 76641 TOTAL: 16,602.62

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

76642 03/19/2025 MANL 2452 Regions Bank

103157 225CC-Recreation

02/28/2025

225CC

13,919.91

45.32	10107010	42200	operating Supplies
459.48	10107010	42200	operating Supplies
120.52	10107010	42200	operating Supplies
795.00	10107010	43100	Professional Services
339.59	10107010	43100	Professional Services
128.45	10107010	42200	operating Supplies
64.28	10107010	42200	operating Supplies
45.06	10107010	42200	operating Supplies
70.74	10107010	42200	operating Supplies
885.55	10107010	42200	operating Supplies
12.72	10107010	42200	operating Supplies
71.95	10107010	42200	operating Supplies
202.71	10107010	42200	operating Supplies
18.02	10107010	42200	operating Supplies
120.92	10107010	42200	operating Supplies
537.50	10107010	42200	operating Supplies
57.77	10107010	43100	Professional Services
3,500.00	10107010	43100	Professional Services
743.24	10107010	42200	operating Supplies
409.06	10107010	42200	operating Supplies
667.30	10107010	42200	operating Supplies
607.69	10107010	42200	operating Supplies
449.83	10107010	42200	operating Supplies
235.04	10107010	42200	operating Supplies
12.95	10107010	43100	Professional Services
787.00	10107010	42200	operating Supplies
169.00	10107010	42200	operating Supplies
7.87	10107010	43100	Professional Services
52.96	10107010	42200	operating Supplies
86.25	10107010	42200	operating Supplies
84.22	10107010	42200	operating Supplies
26.47	10107010	42200	operating Supplies
22.52	10107010	42200	operating Supplies
112.40	10107010	42200	operating Supplies
183.87	10107010	42200	operating Supplies
222.08	10107010	43100	Professional Services
1,277.54	10107010	42200	operating Supplies
196.95	10107010	42200	operating Supplies
65.95	10107010	42200	operating Supplies
22.18	10107010	42200	operating Supplies
-51.04	10107010	42200	operating Supplies
53.00	10107010	42200	operating Supplies

CHECK 76642 TOTAL: 13,919.91

76643 03/19/2025 MANL 2452 Regions Bank

 103153 225CC-Fleet
 749.99 10106010 42200
 549.00 10106010 43100
 -749.99 10106010 42200

02/28/2025

225CC

10,787.73

 operating Supplies
 Professional Services
 operating Supplies

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

				66.37	20106010	42200	Operating Supplies		
				84.37	10106010	42200	Operating Supplies		
				380.00	10106010	43100	Professional Services		
				5,000.00	10106010	43100	Professional Services		
				15.00	20106010	43100	Professional Services		
				216.25	20106010	43100	Professional Services		
				1,385.65	10106010	43100	Professional Services		
				45.00	10106010	43100	Professional Services		
				45.00	20106010	43100	Professional Services		
				2,834.95	10106010	43100	Professional Services		
				56.14	10106010	42200	Operating Supplies		
				65.00	10106010	43100	Professional Services		
				45.00	20106010	43100	Professional Services		
								CHECK	76643 TOTAL: 10,787.73
76644	03/19/2025	MANL	2452 Regions Bank	103155	225CC-IT	02/28/2025	225CC		5,541.11
				325.00	10106050	43100	Professional Services		
				572.47	10106050	42200	Operating Supplies		
				607.72	10106050	43100	Professional Services		
				19.99	10106050	43100	Professional Services		
				125.00	10106050	43100	Professional Services		
				225.00	10106050	43100	Professional Services		
				134.90	10106050	43100	Professional Services		
				139.90	10106050	43100	Professional Services		
				284.85	10106050	43100	Professional Services		
				458.06	10106050	43100	Professional Services		
				134.90	10106050	43100	Professional Services		
				161.85	60606050	43100	Professional Services		
				279.85	10106050	43100	Professional Services		
				154.90					
					E 21224003 .PROFSE.				
				27155058	43100		Professional Services		
				134.90	10106050	43100	Professional Services		
				296.77	10106050	43100	Professional Services		
				252.00	10106050	43100	Professional Services		
				134.90	10106050	43100	Professional Services		
				139.90	10106050	43100	Professional Services		
				229.80	10106050	43100	Professional Services		
				209.85	10106050	43100	Professional Services		
				89.90	10106050	43100	Professional Services		
				148.85	10106050	43100	Professional Services		
				279.85	10106050	43100	Professional Services		
								CHECK	76644 TOTAL: 5,541.11
76645	03/19/2025	MANL	2452 Regions Bank	103154	225CC-HealthDept	02/28/2025	225CC		3,529.17
				30.00					
					E 51222001 .OPER				
					27055058 43200		Comms And Transportation		

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

82.89	21105058	43100	Professional Services
306.00	21105058	43100	Professional Services
44.85	21105058	42200	operating Supplies
65.00	21205058	43100	Professional Services
82.89	21105058	43100	Professional Services
50.00	21205058	42200	operating Supplies
53.50	21205058	42200	operating Supplies
324.06			
	E 51222001	.Supp .	.
	27055058	42200	Operating Supplies
206.00	21105058	43202	Postage
10.00	21205058	42200	operating Supplies
38.07	21205058	42200	operating Supplies
14.40	21205058	42200	operating Supplies
92.54	21205058	42200	operating Supplies
122.36			
	E 51222001	.Supp .	.
	27055058	42200	operating Supplies
19.99	21205058	43100	Professional Services
56.60	21205058	42200	operating Supplies
27.97	21205058	42200	operating Supplies
25.00	21205058	43100	Professional Services
72.11	21205058	42200	operating Supplies
25.00	21105058	43200	Comms And Transportation
186.96	21205058	42200	operating Supplies
75.00	10103011	43100	Professional Services
123.00	10103011	43100	Professional Services
105.00	10103011	43100	Professional Services
6.36	10103011	42200	operating Supplies
540.94	60603011	42200	operating Supplies
177.59	10103011	42200	operating Supplies
53.58	10103011	42200	operating Supplies
43.05	10103011	42200	operating Supplies
133.28	10103011	43200	Comms And Transportation
145.74	10103011	42200	operating Supplies
34.30	10103011	42200	operating Supplies
155.14	10103011	42200	operating Supplies

CHECK 76645 TOTAL: 3,529.17

76646 03/19/2025 MANL 2452 Regions Bank

103142	225CC-BSG	02/28/2025	225CC
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
91.62	10101012	42200	operating Supplies
26.86	10101012	42200	operating Supplies
15.04	10101012	42200	operating Supplies
49.55	10101012	42200	operating Supplies
59.39	10101012	43100	Professional Services

1,120.46

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

					828.00	10101012	43100	Professional Services			
						CHECK	76646	TOTAL:		1,120.46	
76647	03/19/2025	MANL	2452	Regions Bank	103149	225CC-Engineering	02/28/2025	22401284	225CC	708.53	
					146.29	20104010	43100	Professional Services			
					562.24	20104010	43100	Professional Services			
						CHECK	76647	TOTAL:		708.53	
76648	03/19/2025	MANL	2452	Regions Bank	103150	225CC-Engineering	02/28/2025	225CC		90.00	
					30.00	60604010	43200	Comms And Transportation			
					30.00	20104010	43200	Comms And Transportation			
					30.00	60604010	43200	Comms And Transportation			
						CHECK	76648	TOTAL:		90.00	
76649	03/19/2025	MANL	2452	Regions Bank	103144	225CC-Controller	02/28/2025	22401417	225CC	73.21	
					51.64	10101013	42200	Operating Supplies			
					7.19	10101017	42200	Operating Supplies			
					7.19	10102010	42200	Operating Supplies			
					7.19	21205058	42200	Operating Supplies			
						CHECK	76649	TOTAL:		73.21	
76650	03/19/2025	MANL	2452	Regions Bank	103145	225CC-Controller	02/28/2025	225CC		667.00	
					575.00	10101013	43200	Comms And Transportation			
					92.00	10101013	43100	Professional Services			
						CHECK	76650	TOTAL:		667.00	
76651	03/19/2025	MANL	2452	Regions Bank	103148	225CC-EconDev	02/28/2025	225CC		535.97	
					36.10	10101014	42200	Operating Supplies			
					289.86	10101014	42200	Operating Supplies			
					84.50	10101014	42200	Operating Supplies			
					43.16	10101014	42200	Operating Supplies			
					69.86	10101014	42200	Operating Supplies			
					12.49	10101014	42200	Operating Supplies			
						CHECK	76651	TOTAL:		535.97	
76652	03/19/2025	MANL	2452	Regions Bank	103158	225CC-Planning	02/28/2025	225CC		344.33	
					56.91	10103012	42200	Operating Supplies			
					16.39	10103012	42200	Operating Supplies			
					25.92	10103012	43300	Printing And Advertising			
					17.93	10103012	43300	Printing And Advertising			

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

25.92	10103012	43300	Printing And Advertising
24.76	10103012	42200	Operating Supplies
30.59	10103012	43300	Printing And Advertising
30.59	10103012	43300	Printing And Advertising
29.54	10103012	43300	Printing And Advertising
29.54	10103012	43300	Printing And Advertising
32.70	10103012	43300	Printing And Advertising
23.54	10103012	42200	Operating Supplies

CHECK 76652 TOTAL: 344.33

76653 03/19/2025 MANL 2452 Regions Bank

103143	225CC-clerk	02/28/2025	225CC
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
49.37	10102010 43200	Comms And Transportation	

193.57

CHECK 76653 TOTAL: 193.57

NUMBER OF CHECKS 18 *** CASH ACCOUNT TOTAL *** 161,574.32

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	18	161,574.32

*** GRAND TOTAL *** 161,574.32

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525H 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10103			FIB Health/Flex Account								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2650	Community Health Netw		0000		EFT	04/12/2025	EHS-001949		96862	103430	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	70400000 43100		EHF	PROSERVICE		42,193.49				
								42,193.49			
							CHECK TOTAL	42,193.49			
3097	Southeastern Indiana		0000		EFT	04/10/2025	HOD31125		96473	103017	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	70400000 43100		EHF	PROSERVICE		52.01				
								52.01			
3097	Southeastern Indiana		0000		EFT	05/01/2025	0000058679		96877	103445	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	70400000 43100		EHF	PROSERVICE		822,689.27				
								822,689.27			
							CHECK TOTAL	822,741.28			
3	INVOICES		WARRANT TOTAL					864,934.77	864,934.77		
			CASH ACCOUNT BALANCE						-6,378,807.81		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4291	EE Equipment Company	0000		EFT	10/30/2024	ES11370		96838	103404	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,916.00				
							1,916.00			
						CHECK TOTAL	1,916.00			
283	3M Company	0000		EFT	04/04/2025	9432980687		96496	103042	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		760.85				
							760.85			
283	3M Company	0000	22500278	EFT	02/23/2025	9432377736		96616	103166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		3,052.17				
							3,052.17			
						CHECK TOTAL	3,813.02			
68	A&F Engineering Co LL	0000	22401403	EFT	03/23/2025	18674		96693	103250	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR		2,926.27				
	2 27084010 44200		RIFEng	INFRSTR		11,573.73				
							14,500.00			
						CHECK TOTAL	14,500.00			
316	AAA Exterminating Inc	0000		EFT	04/02/2025	675841		96447	102989	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		35.00				
							35.00			
316	AAA Exterminating Inc	0000		EFT	04/02/2025	675839		96448	102990	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		50.00				
							50.00			
316	AAA Exterminating Inc	0000		EFT	04/02/2025	675825		96449	102991	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		70.00				
							70.00			
316	AAA Exterminating Inc	0000		EFT	04/02/2025	675844		96450	102992	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		55.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							55.00			
316	AAA Exterminating Inc	0000	22500087	EFT	04/03/2025	675968		96485	103030	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			180.00			
							180.00			
316	AAA Exterminating Inc	0000	22500087	EFT	04/02/2025	675833		96489	103034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			60.00			
							60.00			
316	AAA Exterminating Inc	0000	22500087	EFT	04/05/2025	676419		96491	103036	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			30.00			
							30.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677094		96546	103093	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			55.00			
							55.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677106		96548	103095	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			60.00			
							60.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677120		96549	103096	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			60.00			
							60.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677140		96553	103098	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			80.00			
							80.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677160		96554	103101	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			45.00			
							45.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677155		96555	103102	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			240.00			
							240.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677168		96557	103104		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00				
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677207		96559	103105		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00				
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677193		96560	103108		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00				
316	AAA Exterminating Inc	0000		EFT	04/06/2025	676627		96698	103255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		225.00	225.00				
316	AAA Exterminating Inc	0000		EFT	04/06/2025	676641		96940	103509		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00	40.00				
						CHECK TOTAL	1,465.00				
179	Advanced Turf Solutio	0000	22500242	EFT	04/13/2025	SO1268769		96413	102953		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		2,357.24					
	2 10106193 42200		GFICPKSMNT	OPERSUP		73.80	2,431.04				
179	Advanced Turf Solutio	0000	22500296	EFT	04/26/2025	SO1273089.1		96930	103498		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		7,161.00	7,161.00				
						CHECK TOTAL	9,592.04				
163	Advocates For Childre	0000		EFT	03/11/2025	NON_PROFIT2025		96667	103220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		35,000.00	35,000.00				
						CHECK TOTAL	35,000.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
124	Airgas, Inc.	0000		EFT	04/09/2025	9159032690		96883	103451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		41.10	41.10			
124	Airgas, Inc.	0000		EFT	04/09/2025	9159032699		96884	103452	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		49.97	49.97			
						CHECK TOTAL	91.07			
629	Alfa Laval, Inc	0000	22500272	EFT	04/04/2025	285761568		96434	102976	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		3,000.00	3,000.00			
						CHECK TOTAL	3,000.00			
808	Amazon.com LLC	0000		EFT	04/03/2025	1WWF-QHFM-6677		96338	102871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		199.99	199.99			
808	Amazon.com LLC	0000		EFT	04/04/2025	1QMD-V6L3-3RPM		96420	102961	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		51.93	51.93			
808	Amazon.com LLC	0000		EFT	04/05/2025	1CTJ-TCDN-3666		96421	102962	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		35.90	35.90			
808	Amazon.com LLC	0000		EFT	04/06/2025	1K6R-KH9D-GMFF		96422	102963	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		35.90	35.90			
808	Amazon.com LLC	0000		EFT	04/09/2025	17JM-N497-4W47		96451	102994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		996.95	996.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/09/2025	1T9J-4613-4WQK		96452	102995	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		996.95	996.95			
808	Amazon.com LLC	0000		EFT	04/03/2025	1HXV-63V4-66FR		96457	103001	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		195.16	195.16			
808	Amazon.com LLC	0000		EFT	04/09/2025	1QC4-CQ14-4XHK		96476	103020	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		26.99	26.99			
808	Amazon.com LLC	0000		EFT	04/09/2025	1M9M-KPMV-9YTP		96509	103055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		42.98	42.98			
808	Amazon.com LLC	0000		EFT	04/09/2025	16NC-FV1V-9R9H		96529	103076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 42200		GRTSHD	OPERSUP		230.74	230.74			
808	Amazon.com LLC	0000		EFT	04/11/2025	1CQQ-JWF3-FYTV		96534	103081	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		5.43	5.43			
808	Amazon.com LLC	0000		EFT	04/03/2025	1WVQ-MPKV-76HP		96542	103089	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFN	OPERSUP		388.99	388.99			
808	Amazon.com LLC	0000		EFT	04/04/2025	1YMW-3QFJ-4WGC		96543	103090	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		183.15	183.15			
808	Amazon.com LLC	0000	22401415	EFT	04/06/2025	1K1C-JMKM-HDRJ		96545	103092	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		4.04				
	2 10101017 42200		GenFndCS	OPERSUP		0.00				
	3 10102010 42200		GenClerk	OPERSUP		0.00				
	4 21205058 42200		CHD	OPERSUP		4.03				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/11/2025	1KMP-QHG1-H94T	8.07	96547	103094	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			379.36			
808	Amazon.com LLC	0000		EFT	04/05/2025	1XP4-QG9L-6G7W	379.36	96565	103113	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP			31.19			
808	Amazon.com LLC	0000		EFT	04/10/2025	1N4M-Y74K-661J	31.19	96567	103115	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP			32.18			
808	Amazon.com LLC	0000		EFT	04/11/2025	1FTK-HRDC-HDFF	32.18	96642	103193	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP			9.98			
808	Amazon.com LLC	0000		EFT	04/06/2025	1TVL-JVGJ-HFNL	9.98	96660	103213	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP			379.99			
808	Amazon.com LLC	0000	22500206	EFT	04/02/2025	1HCX-YPCM-4JLQ	379.99	96684	103237	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			42.99			
808	Amazon.com LLC	0000		EFT	04/06/2025	1Q9Q-T9HL-KLXX	42.99	96687	103244	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 42200		GenBSG	OPERSUP			33.73			
808	Amazon.com LLC	0000		EFT	04/12/2025	1CLW-WP6N-PWJC	33.73	96694	103251	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP			90.25			
808	Amazon.com LLC	0000		EFT	04/12/2025	1CQQ-JWF3-RCCT	90.25	96710	103268	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			17.61			
							17.61			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC		0000		EFT	04/13/2025	1P1P-QYGY-3FFJ		96762	103324	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101012 42200		GenBSG	OPERSUP			63.98			
								63.98			
808	Amazon.com LLC		0000	22401203	EFT	04/02/2025	1GC9-17TW-3PWQ		96777	103337	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 42200		GenIT	OPERSUP			217.39			
	2	10106050 42200		GenIT	OPERSUP			756.52			
	3	10106050 42200		GenIT	OPERSUP			99.96			
	4	10106050 42200		GenIT	OPERSUP			298.00			
	5	10106050 42200		GenIT	OPERSUP			21.21			
	6	60606050 42200		SewIT	OPERSUP			21.20			
	7	10106050 42200		GenIT	OPERSUP			387.97			
	8	10106050 42200		GenIT	OPERSUP			39.72			
								1,841.97			
808	Amazon.com LLC		0000		EFT	04/16/2025	1P9D-PG4Q-7WCD		96842	103409	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105011 42200		GenFireAdm	OPERSUP			90.25			
								90.25			
808	Amazon.com LLC		0000		EFT	04/18/2025	1RQ3-HDTP-X1VR		96945	103514	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105011 42200		GenFireAdm	OPERSUP			12.99			
								12.99			
808	Amazon.com LLC		0000		EFT	04/18/2025	1XNF-9K3T-WGN9		96947	103516	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10103012 42200		GenPZ	OPERSUP			35.50			
								35.50			
							CHECK TOTAL	6,461.10			
808	Amazon.com LLC		0000	22201233	EFT	04/06/2025	13WN-R6MW-F3Y6		96688	103245	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60604010 42200		SewEng	OPERSUP			9.13			
	2	62604010 42200		SWEng	OPERSUP			16.36			
								25.49			
							CHECK TOTAL	25.49			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22201233	EFT	04/17/2025	1GXQ-DWLQ-LGRQ		96935	103503	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		4.65				
	2 62604010 42200		SWEng	OPERSUP		8.34				
							12.99			
						CHECK TOTAL	12.99			
468	American Pump Repair	0000	22401432	EFT	04/10/2025	79728		96568	103116	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			3,440.00				
							3,440.00			
468	American Pump Repair	0000	22401432	EFT	04/10/2025	79727		96638	103187	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			6,061.00				
							6,061.00			
						CHECK TOTAL	9,501.00			
4943	Ami Webb	0000		INV	04/10/2025	31125		96481	103026	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43200		GenMayorOf	COMTRANS		33.88				
							33.88			
						CHECK TOTAL	33.88			
817	AMS Mechanical Servic	0000	22301285	EFT	04/17/2025	1426032		96868	103436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			1,608.64				
							1,608.64			
						CHECK TOTAL	1,608.64			
2938	Amy Payne	0000		EFT	03/06/2025	331158-000106		96495	103040	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		1,225.00				
							1,225.00			
						CHECK TOTAL	1,225.00			
2468	Andrew R Mork	0000	22500034	EFT	12/31/2024	2143		96778	103341	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		4,500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2468	Andrew R Mork	0000	22500034	EFT	01/31/2025	2162	4,500.00	96779	103342	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		6,000.00				
2468	Andrew R Mork	0000	22500034	EFT	12/01/2024	2127	6,000.00	96780	103343	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		4,500.00				
2468	Andrew R Mork	0000	22500034	EFT	03/03/2025	2172	4,500.00	96781	103344	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		6,000.00				
2468	Andrew R Mork	0000	22500034	EFT	03/31/2025	2182	6,000.00	96782	103345	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		6,000.00				
						CHECK TOTAL	6,000.00			
							27,000.00			
4472	Ascensus Holdings Inc	0000	22301168	EFT	03/29/2025	154660HW_202502		96478	103023	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE		2,400.00				
	2 60601013 43100		SewContr	PROSERVICE		1,000.00				
	3 62601013 43100		SWContr	PROSERVICE		600.00				
						CHECK TOTAL	4,000.00			
							4,000.00			
3153	Ashley Heckly	0000		INV	04/09/2025	96695		96695	103252	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 43200		GenExAff	COMMTRANS		294.00				
						CHECK TOTAL	294.00			
							294.00			
1144	Barnes & Thornburg, L	0000	22500121	EFT	04/06/2025	3384570		96612	103160	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		6,238.60				
	2 60601011 43100		SewMayor	PROSERVICE		1,648.78				
	3 62601011 43100		SWMayor	PROSERVICE		445.62				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							8,333.00			
						CHECK TOTAL	8,333.00			
5037	Beaty Construction, I	0000	22401374	EFT	04/17/2025	Pay#03-NPT-PB		96934	103502	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27054010 44920		GRNTEng	CAPEXP		584,438.62				
							584,438.62			
						CHECK TOTAL	584,438.62			
2764	BEC Enterprises LLC	0000	22401274	EFT	04/09/2025	INV31832		96521	103066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		72.92				
							72.92			
2764	BEC Enterprises LLC	0000	22401274	EFT	04/11/2025	INV31858		96532	103079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		102.09				
							102.09			
2764	BEC Enterprises LLC	0000	22401348	EFT	04/12/2025	INV31891		96716	103274	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		1,468.23				
							1,468.23			
2764	BEC Enterprises LLC	0000	22500299	EFT	03/31/2025	INV31646		96887	103455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE		17,899.62				
							17,899.62			
						CHECK TOTAL	19,542.86			
4313	Becky Wassermann	0000		EFT	03/15/2025	13		96686	103243	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		250.00				
							250.00			
4313	Becky Wassermann	0000		EFT	02/13/2025	9		96754	103314	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,700.00				
							1,700.00			
						CHECK TOTAL	1,950.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
592	Bernath LLC		0000	22401419	EFT	03/27/2025	76503-0001		96415	102955	
ACCOUNT DETAIL							LINE AMOUNT				
	1	20109011 44400		MVHPWStr	IMPROTHBUI			36,652.00			
	2	20209011 44400		LRSPWSTRT	IMPROTHBUI			1,348.00			
							CHECK TOTAL	38,000.00			
								38,000.00			
608	BL Anderson Co., Inc.		0000	22401273	EFT	04/10/2025	035100		96523	103069	
ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP			904.04			
							CHECK TOTAL	904.04			
								904.04			
5152	BML Graphics		0000		EFT	02/26/2025	4790-1		95975	102396	
ACCOUNT DETAIL							LINE AMOUNT				
	1	47140000 44920		FishersI69	CAPEXP			24,463.99			
							CHECK TOTAL	24,463.99			
								24,463.99			
725	Bose, McKinney & Evan		0000		EFT	02/07/2025	899312		96653	103205	
ACCOUNT DETAIL							LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE			2,141.76			
								2,141.76			
725	Bose, McKinney & Evan		0000		EFT	03/13/2025	902276		96664	103217	
ACCOUNT DETAIL							LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE			4,567.50			
								4,567.50			
725	Bose, McKinney & Evan		0000		EFT	04/10/2025	904737		96665	103218	
ACCOUNT DETAIL							LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE			2,376.54			
								2,376.54			
725	Bose, McKinney & Evan		0000		EFT	03/13/2025	902276A		96715	103273	
ACCOUNT DETAIL							LINE AMOUNT				
	1	21105058 43100		MNCPLHDFNB	ROSERVICE			4,780.50			
							CHECK TOTAL	4,780.50			
								13,866.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	04/02/2025	85681505		96461	103005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		150.48				
							150.48			
						CHECK TOTAL	150.48			
1874	Bountiful Bouncing En	0000	22500133	EFT	04/12/2025	39970465		96756	103318	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,920.00				
							1,920.00			
						CHECK TOTAL	1,920.00			
4038	Brain Performance LLC	0000		EFT	04/05/2025	1635		96350	102884	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		1,050.00				
							1,050.00			
						CHECK TOTAL	1,050.00			
5242	Brandon S Meeks	0000		EFT	04/12/2025	BMM031225		96589	103137	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		7,500.00				
							7,500.00			
						CHECK TOTAL	7,500.00			
567	Buckeye Power Sales C	0000		EFT	04/02/2025	PSV409375		96944	103513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		944.93				
							944.93			
						CHECK TOTAL	944.93			
737	Butler, Fairman & Seu	0000	22401326	EFT	03/24/2025	107401		96711	103269	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60804010 44200		SwConstENG	INFRSTR		485.00				
							485.00			
						CHECK TOTAL	485.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
737	Butler, Fairman & Seu	0000	22401331	EFT	03/21/2025	107289		96712	103270		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27074010 44200		PIFENG	INFRSTR		12,691.25					
							12,691.25				
						CHECK TOTAL	12,691.25				
737	Butler, Fairman & Seu	0000	22401331	EFT	03/21/2025	107288		96713	103271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27074010 44200		PIFENG	INFRSTR		640.00					
							640.00				
						CHECK TOTAL	640.00				
737	Butler, Fairman & Seu	0000	22401086	EFT	04/11/2025	107552		96845	103412		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		431.25					
	2 60604010 43100		SewEng	PROSERVICE		287.50					
							718.75				
						CHECK TOTAL	718.75				
5247	Cage Campus LLC	0000		EFT	04/01/2025	4/25Rent		96632	103180		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43100		FishersI69	PROSERVICE		14,327.83					
							14,327.83				
						CHECK TOTAL	14,327.83				
2424	CallTower Inc	0000		EFT	04/15/2025	202432825		96833	103399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		780.10					
							780.10				
						CHECK TOTAL	780.10				
1389	Central Industrial Co	0000		EFT	04/09/2025	11208		96446	102988		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,620.00					
							1,620.00				
1389	Central Industrial Co	0000	22500271	EFT	03/26/2025	11193		96663	103216		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWater	MACHEQPT		12,100.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							12,100.00				
						CHECK TOTAL	13,720.00				
828	Church, Church, Hittl	0000		EFT	03/27/2025	317490		95905	102324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101014 43100		GenEcon	PROSERVICE			450.00				
							450.00				
						CHECK TOTAL	450.00				
714	Cintas Corporation No	0000		EFT	03/30/2025	4222733390		96011	102432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE			95.26				
							95.26				
						CHECK TOTAL	95.26				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091739		96388	102923		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			38.34				
							38.34				
						CHECK TOTAL	38.34				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091787		96389	102924		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			84.03				
							84.03				
						CHECK TOTAL	84.03				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091799		96390	102925		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			58.86				
							58.86				
						CHECK TOTAL	58.86				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091960		96392	102927		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			125.07				
							125.07				
						CHECK TOTAL	125.07				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091976		96393	102928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		121.56				
							121.56			
						CHECK TOTAL	121.56			
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091961		96394	102929	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		36.25				
							36.25			
						CHECK TOTAL	36.25			
714	Cintas Corporation No	0000		EFT	04/04/2025	4223223666		96396	102931	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		63.73				
							63.73			
						CHECK TOTAL	63.73			
714	Cintas Corporation No	0000		EFT	04/06/2025	4223400262		96467	103011	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		192.32				
							192.32			
						CHECK TOTAL	192.32			
714	Cintas Corporation No	0000		EFT	04/06/2025	4223400163		96468	103012	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		89.74				
							89.74			
						CHECK TOTAL	89.74			
714	Cintas Corporation No	0000		EFT	04/06/2025	4223400305		96469	103013	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		234.47				
							234.47			
						CHECK TOTAL	234.47			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	04/10/2025	4223851144		96497	103043	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43100		GenFireAdm	PROSERVICE		56.93				
								CHECK TOTAL	56.93			
									56.93			
									56.93			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851132		96613	103162	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		38.34				
								CHECK TOTAL	38.34			
									38.34			
									38.34			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851247		96614	103163	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		58.86				
								CHECK TOTAL	58.86			
									58.86			
									58.86			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851405		96615	103164	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		125.07				
								CHECK TOTAL	125.07			
									125.07			
									125.07			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851493		96617	103165	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		121.56				
								CHECK TOTAL	121.56			
									121.56			
									121.56			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851371		96619	103168	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		36.25				
								CHECK TOTAL	36.25			
									36.25			
									36.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
714 Cintas Corporation No	0000		EFT	04/07/2025	4223400147		96626	103175			
ACCOUNT DETAIL					LINE AMOUNT						
1 10106010 43100		GenFleet	PROSERVICE		95.26						
					CHECK TOTAL	95.26					
						95.26					
714 Cintas Corporation No	0000		EFT	04/11/2025	4223851123		96648	103199			
ACCOUNT DETAIL					LINE AMOUNT						
1 10108011 43100		GenPDAdmin	PROSERVICE		140.54						
					CHECK TOTAL	140.54					
						140.54					
714 Cintas Corporation No	0000		EFT	04/12/2025	5259031405		96699	103256			
ACCOUNT DETAIL					LINE AMOUNT						
1 10106192 42200		GFICBLDGMN	OPERSUP		148.08						
					CHECK TOTAL	148.08					
						148.08					
714 Cintas Corporation No	0000		EFT	04/14/2025	4224172001		96795	103358			
ACCOUNT DETAIL					LINE AMOUNT						
1 10106010 43100		GenFleet	PROSERVICE		177.70						
					CHECK TOTAL	177.70					
						177.70					
714 Cintas Corporation No	0000		EFT	04/13/2025	4224172053		96871	103439			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109012 43100		GenPWBuild	PROSERVICE		132.93						
					CHECK TOTAL	132.93					
						132.93					
714 Cintas Corporation No	0000		EFT	04/13/2025	4224172202		96876	103444			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109013 43100		GenPWParks	PROSERVICE		192.32						
					CHECK TOTAL	192.32					
						192.32					
					CHECK TOTAL	192.32					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	04/13/2025	4224172226		96879	103447	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100				MVHPWStr	PROSERVICE		234.47				
									234.47			
								CHECK TOTAL	234.47			
1574	Citizens Energy Group			0000	22500124	EFT	03/08/2025	4935520000		96831	103397	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10109012 43100				GenPWBuild	PROSERVICE		162.99				
									162.99			
								CHECK TOTAL	162.99			
1574	Citizens Energy Group			0000	22500124	EFT	03/10/2025	7224150000		96834	103400	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10109012 43100				GenPWBuild	PROSERVICE		377.37				
									377.37			
								CHECK TOTAL	377.37			
1574	Citizens Energy Group			0000	22500124	EFT	03/10/2025	8647120000		96836	103402	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10109012 43100				GenPWBuild	PROSERVICE		121.89				
									121.89			
								CHECK TOTAL	121.89			
2650	Community Health Netw			0000	22500187	EFT	03/31/2025	FIN-008309		96538	103085	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 21205058 43100				CHD	PROSERVICE		2,500.00				
									2,500.00			
2650	Community Health Netw			0000		EFT	04/05/2025	EHS-001926		96646	103197	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101015 43100				GenHR	PROSERVICE		1,767.50				
									1,767.50			
								CHECK TOTAL	4,267.50			
911	Conner Prairie Museum			0000		EFT	04/10/2025	NON_PROFIT2025		96666	103219	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101011 43100				GenMayorOf	PROSERVICE		75,000.00				
									75,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	75,000.00			
1295	CoStar Realty Informa	0000	22401070	EFT	03/20/2025	121892883		96689	103246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		11,599.56				
							11,599.56			
						CHECK TOTAL	11,599.56			
4657	Crayon Software Exper	0000	22500223	EFT	04/11/2025	3154339		96835	103401	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		5,011.10				
							5,011.10			
						CHECK TOTAL	5,011.10			
680	Crossroad Engineers,	0000	22400019	EFT	04/03/2025	250239		96537	103083	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		2,100.00				
							2,100.00			
680	Crossroad Engineers,	0000	22400019	EFT	03/08/2025	250134		96636	103184	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		948.00				
							948.00			
						CHECK TOTAL	3,048.00			
2485	Crown Castle Internat	0000	22500048	EFT	03/30/2025	1780124		96837	103403	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		6,029.93				
	2 60606050 43100		SewIT	PROSERVICE		1,130.61				
	3 62606050 43100		SWIT	PROSERVICE		376.87				
							7,537.41			
						CHECK TOTAL	7,537.41			
4829	Culligan Ultrapure In	0000		EFT	04/10/2025	0900709968		96510	103056	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		98.41				
							98.41			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4829	Culligan Ultrapure In		0000		EFT	04/11/2025	0900710832		96620	103169	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 43100		GenFndCS	PROSERVICE			30.00			
	2	10101013 43100		GenContr	PROSERVICE			30.00			
	3	10102010 43100		GenClerk	PROSERVICE			15.43			
								75.43			
							CHECK TOTAL	173.84			
2645	CureMD.com, Inc		0000		EFT	03/31/2025	500164683		96691	103248	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27155058 43100		HDVFC	PROSERVICE			871.00			
								871.00			
							CHECK TOTAL	871.00			
2435	CVK LLC		0000		EFT	04/01/2025	4/25Rent		96552	103100	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43700		FishersI69	RENTALS			36,719.15			
								36,719.15			
							CHECK TOTAL	36,719.15			
5237	Darren L Higginbotham		0000		EFT	12/15/2024	112024.FPD		96383	102918	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSpprt	PROSERVICE			1,200.00			
								1,200.00			
5237	Darren L Higginbotham		0000		EFT	03/30/2025	022825.FPD.KC		96384	102919	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108011 43100		GenPDAdmin	PROSERVICE			225.00			
								225.00			
							CHECK TOTAL	1,425.00			
2635	De Lage Landen Financ		0000	22500304	EFT	02/01/2025	588951582		96941	103510	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE			37,658.69			
	2	60606050 43100		SewIT	PROSERVICE			7,061.00			
	3	62606050 43100		SWIT	PROSERVICE			2,353.67			
								47,073.36			
							CHECK TOTAL	47,073.36			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5244	Douglas Dynamics Inc		0000		EFT	03/19/2025	416672		96533	103080	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP		200.82	200.82			
5244	Douglas Dynamics Inc		0000		EFT	04/02/2025	417799		96539	103086	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP		443.13	443.13			
5244	Douglas Dynamics Inc		0000		EFT	03/20/2025	416657		96540	103087	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP		222.11	222.11			
							CHECK TOTAL	866.06			
3720	DOXIM UTILITEC LLC		0000		EFT	03/30/2025	INV029190		96551	103099	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601016 43300		SewPR	PRINTADVER		858.05				
	2	60601013 43100		SewContr	PROSERVICE		6,400.55	7,258.60			
							CHECK TOTAL	7,258.60			
4535	EAM Solutions LLC		0000	22401076	EFT	04/04/2025	H912517		96763	103325	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601012 43100		BSGSWR	PROSERVICE		2,127.50	2,127.50			
							CHECK TOTAL	2,127.50			
1900	Earthworks Lawncare I		0000	22500261	EFT	03/18/2025	25923		96826	103391	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		2,500.00	2,500.00			
1900	Earthworks Lawncare I		0000		EFT	03/18/2025	25924		96865	103433	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		800.00	800.00			
							CHECK TOTAL	3,300.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
476	Element Materials Tec		0000		EFT	04/16/2025	25-172945		96863	103431	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100			SewPWWater	PROSERVICE		130.60				
								130.60			
							CHECK TOTAL	130.60			
3280	EMBR Designs LLC		0000		EFT	04/05/2025	0000281		96644	103195	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101016 43100			GenPR	PROSERVICE		500.00				
								500.00			
							CHECK TOTAL	500.00			
1902	enCodePlus LLC		0000	22500293	EFT	05/01/2025	2937		96764	103326	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101012 43100			GenBSG	PROSERVICE		5,500.00				
								5,500.00			
							CHECK TOTAL	5,500.00			
5238	Eric Joel Salazer		0000		EFT	04/17/2025	FM031725		96750	103310	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10103012 43100			GenPZ	PROSERVICE		5,400.00				
								5,400.00			
							CHECK TOTAL	5,400.00			
514	EWT Holdings III Corp		0000	22401429	EFT	04/25/2025	906923002		96406	102942	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200			SewPWWater	OPERSUP		16,039.75				
								16,039.75			
							CHECK TOTAL	16,039.75			
4400	Eye 4 Group		0000		EFT	03/22/2025	10367		96470	103014	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		1,087.50				
								1,087.50			
							CHECK TOTAL	1,087.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5050	Fire House Innovation	0000	22401311	EFT	01/04/2025	1935		96791	103354		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		3,195.00					
							3,195.00				
5050	Fire House Innovation	0000	22401310	EFT	01/04/2025	1937		96792	103355		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		3,000.00					
							3,000.00				
						CHECK TOTAL	6,195.00				
5248	Fishers Youth Initiat	0000		EFT	04/10/2025	NON_PROFIT2025		96674	103227		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		90,000.00					
							90,000.00				
						CHECK TOTAL	90,000.00				
1193	Fluid Waste Services,	0000	22401436	EFT	04/12/2025	67053		96969	103541		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		4,043.25					
							4,043.25				
						CHECK TOTAL	4,043.25				
1211	FormSpring LLC	0000	22500241	EFT	04/01/2025	INV01203982		96765	103327		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		4,860.31					
							4,860.31				
						CHECK TOTAL	4,860.31				
1196	Frey Water Conditioni	0000		EFT	04/04/2025	126858260		96361	102895		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		89.90					
							89.90				
						CHECK TOTAL	89.90				
1196	Frey Water Conditioni	0000		EFT	04/05/2025	126857462		96525	103071		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		75.15					
							75.15				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	75.15			
1196	Frey Water Conditioni	0000		EFT	04/04/2025	126807120		96682	103235	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			83.50			
						CHECK TOTAL	83.50			
4659	GHA Technologies Inc	0000		EFT	04/03/2025	11463800		96526	103072	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFND	OPERSUP			1,819.00			
							1,819.00			
4659	GHA Technologies Inc	0000		EFT	04/05/2025	11464177		96528	103075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFND	OPERSUP			206.00			
							206.00			
4659	GHA Technologies Inc	0000	22500188	EFT	03/27/2025	11464802		96840	103407	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			862.00			
							862.00			
4659	GHA Technologies Inc	0000	22500188	EFT	03/27/2025	11464381		96841	103408	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			204.00			
							204.00			
4659	GHA Technologies Inc	0000	22500188	EFT	03/21/2025	11463059		96843	103410	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			612.00			
							612.00			
4659	GHA Technologies Inc	0000	22500188	EFT	04/12/2025	11465730		96844	103411	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			118.50			
	2 60606050 42200		SewIT	OPERSUP			118.50			
							237.00			
						CHECK TOTAL	3,940.00			
1616	Samantha Gillespie	0000		INV	04/16/2025	96867		96867	103435	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43200		GenFireAdm	COMMTRANS			39.62			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							39.62			
						CHECK TOTAL	39.62			
4277	GPB Realty LP	0000	22500289	EFT	03/12/2025	3.11.25letter		96676	103229	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				2,041.25			
							2,041.25			
						CHECK TOTAL	2,041.25			
5197	Grammarly Inc	0000	22500248	EFT	03/23/2025	32984		96766	103328	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			4,500.00			
							4,500.00			
						CHECK TOTAL	4,500.00			
2776	Great Lakes Ace Hardw	0000		EFT	03/25/2025	3231/61		96503	103049	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			12.03			
							12.03			
						CHECK TOTAL	12.03			
4301	GuidePoint Security L	0000	22500008	EFT	04/09/2025	INV103252		96849	103417	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			65,111.79			
	2 62606050 43100		SWIT	PROSERVICE			11,490.32			
							76,602.11			
						CHECK TOTAL	76,602.11			
4899	HAE Fields LLC	0000		EFT	04/08/2025	1309		96435	102977	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055010 43100		FireGrant	PROSERVICE			303.59			
							303.59			
						CHECK TOTAL	303.59			
3798	Hageman Investments L	0000	22500199	EFT	04/05/2025	2025B		96408	102944	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			4,230.00			
							4,230.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,230.00			
5239	Hamilton County Artis	0000		EFT	04/12/2025	HCAA031225		96590	103138	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		2,000.00				
							2,000.00			
						CHECK TOTAL	2,000.00			
1488	Hamilton County Econo	0000	22500290	EFT	04/17/2025	HCEDC031725		96749	103309	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 43100		GenEcon	PROSERVICE		2,500.00				
							2,500.00			
						CHECK TOTAL	2,500.00			
1431	Hamilton Southeastern	0000	22500262	EFT	04/03/2025	02282025		96647	103198	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,072.41				
	2 10106010 42221		GenFleet	FUEL		3,644.58				
	3 20106010 42221		MVHFleet	FUEL		2,484.00				
	4 60606010 42221		SewFleet	FUEL		245.10				
							7,446.09			
						CHECK TOTAL	7,446.09			
3718	HD Supply Inc	0000	22400407	EFT	04/06/2025	INV00645212		96436	102978	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			377.71				
							377.71			
3718	HD Supply Inc	0000	22400407	EFT	04/06/2025	INV00644878		96437	102979	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			475.28				
							475.28			
3718	HD Supply Inc	0000	22400407	EFT	04/12/2025	INV00650785		96708	103266	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			485.66				
							485.66			
3718	HD Supply Inc	0000	22400407	EFT	04/12/2025	INV00650934		96709	103267	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			446.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3718	HD Supply Inc	0000	22400407	EFT	04/16/2025	INV00652843	446.22	96869	103437		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP				449.68				
						CHECK TOTAL	449.68				
							2,234.55				
844	Heritage Crystal Clea	0000		EFT	02/15/2025	19116347		96372	102906		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109013 43100		GenPWParks PROSERVICE				450.00				
							450.00				
844	Heritage Crystal Clea	0000		EFT	04/09/2025	19207380		96471	103015		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109012 43100		GenPWBuild PROSERVICE				1,905.21				
						CHECK TOTAL	1,905.21				
							2,355.21				
1238	Hittle Landscaping In	0000	22500113	EFT	03/24/2025	218417		96633	103181		
ACCOUNT DETAIL						LINE AMOUNT					
1	20109011 43100		MVHPWStr PROSERVICE				4,526.57				
							4,526.57				
1238	Hittle Landscaping In	0000	22500088	EFT	03/27/2025	218419		96673	103226		
ACCOUNT DETAIL						LINE AMOUNT					
1	20109011 43100		MVHPWStr PROSERVICE				11,567.46				
						CHECK TOTAL	11,567.46				
							16,094.03				
1412	Hoosier Fire Equipmen	0000		EFT	03/28/2025	122416		96882	103450		
ACCOUNT DETAIL						LINE AMOUNT					
1	10105013 43100		GenLogist PROSERVICE				1,055.80				
							1,055.80				
1412	Hoosier Fire Equipmen	0000	22401285	EFT	03/30/2025	122446		96975	103546		
ACCOUNT DETAIL						LINE AMOUNT					
1	10105015 42200		GenSafeTr OPERSUP				11,658.50				
						CHECK TOTAL	11,658.50				
							12,714.30				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
708	Hoosier Portable Rest	0000		EFT	03/31/2025	69277		96790	103353		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		200.00					
							200.00				
						CHECK TOTAL	200.00				
1805	Identisys Incorporate	0000		EFT	04/06/2025	707631		96850	103418		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		918.17					
							918.17				
1805	Identisys Incorporate	0000		EFT	04/06/2025	707650-R		96851	103419		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		272.65					
							272.65				
						CHECK TOTAL	1,190.82				
3068	Impact Rescue LLC	0000	22500279	EFT	12/04/2024	1552		96618	103167		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		4,495.00					
							4,495.00				
						CHECK TOTAL	4,495.00				
2770	Incentive Services In	0000	22500197	EFT	03/30/2025	00125576		96866	103434		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		420.57					
	2 60601011 43100		SewMayor	PROSERVICE		513.62					
							934.19				
						CHECK TOTAL	934.19				
38	Indiana Nursery And L	0000		EFT	02/22/2025	IGE24-01232025-0238		96796	103359		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		1,952.00					
							1,952.00				
						CHECK TOTAL	1,952.00				
1543	Indiana Oxygen Compan	0000		EFT	03/30/2025	10592523		96498	103044		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		175.84					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							175.84			
1543	Indiana Oxygen Compan	0000		EFT	03/30/2025	10592486		96562	103110	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				43.68			
							43.68			
1543	Indiana Oxygen Compan	0000		EFT	03/26/2025	10583548		96772	103334	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP				486.53			
							486.53			
1543	Indiana Oxygen Compan	0000		EFT	03/26/2025	10583540		96773	103336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP				138.50			
							138.50			
						CHECK TOTAL	844.55			
5052	Indiana Roof Cleaning	0000	22500221	EFT	04/13/2025	50467		96825	103389	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				20,800.00			
							20,800.00			
						CHECK TOTAL	20,800.00			
2399	Indiana Testing Inc	0000		EFT	04/06/2025	139191		96433	102975	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater PROSERVICE				70.00			
							70.00			
2399	Indiana Testing Inc	0000		EFT	02/16/2025	136058		96880	103448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				80.00			
							80.00			
						CHECK TOTAL	150.00			
793	Indiana Underground P	0000		EFT	04/07/2025	INV-12288		96423	102964	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 43100		SWPI PROSERVICE				1,815.45			
							1,815.45			
						CHECK TOTAL	1,815.45			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2615	Indiana Vital Records	0000		EFT	03/31/2025	MbrDues'25_BH		96530	103077	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		35.00				
						CHECK TOTAL	35.00			
							35.00			
							35.00			
2141	Info Tech Inc	0000	22500232	EFT	03/27/2025	INV93135		96767	103329	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		13,500.00				
						CHECK TOTAL	13,500.00			
							13,500.00			
							13,500.00			
2104	Innovative Edit Inc	0000		EFT	01/20/2025	2024466		96650	103201	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		16,000.00				
						CHECK TOTAL	16,000.00			
							16,000.00			
							16,000.00			
3256	Jeffery Meyer	0000		EFT	03/16/2025	044545		96483	103028	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE		717.44				
							717.44			
3256	Jeffery Meyer	0000	22401223	EFT	03/14/2025	044563		96484	103029	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 42200		SewFleet	OPERSUP		54.37				
							54.37			
3256	Jeffery Meyer	0000	22401223	EFT	03/16/2025	044566		96487	103032	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 42200		SewFleet	OPERSUP		94.90				
							94.90			
3256	Jeffery Meyer	0000		EFT	03/16/2025	044568		96493	103038	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 42200		SWFleet	OPERSUP		1,359.26				
							1,359.26			
3256	Jeffery Meyer	0000		EFT	03/28/2025	044628		96494	103039	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 42200		SWFleet	OPERSUP		19.07				
							19.07			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT:		99900000	10100	APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	Jeffery Meyer			0000		EFT	03/16/2025	044555		96524	103070	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		SewPWWaterOPERSUP			43.59	43.59			
3256	Jeffery Meyer			0000	22500298	EFT	04/03/2025	03032025		96886	103454	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42200		MVHFleet	OPERSUP		28,216.89				
	2	20106010	43100		MVHFleet	PROSERVICE		15,665.93	43,882.82			
3256	Jeffery Meyer			0000	22500301	EFT	04/03/2025	03032025-1		96889	103457	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP		3,525.08				
	2	10106010	43100		GenFleet	PROSERVICE		17,806.38	21,331.46			
3256	Jeffery Meyer			0000	22500297	EFT	04/03/2025	03032025-2		96890	103458	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP		23,447.88				
	2	10106010	43100		GenFleet	PROSERVICE		13,469.06	36,916.94			
								CHECK TOTAL	104,419.85			
5241	Ji-Eun Lee Music Acad			0000		EFT	04/12/2025	JELMA031225		96591	103139	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE		4,000.00				
								CHECK TOTAL	4,000.00			
5240	Johnson Simon			0000		EFT	04/12/2025	ABJS031225		96610	103140	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE		7,500.00				
								CHECK TOTAL	7,500.00			
4398	Kacy Brobst			0000		INV	04/07/2025	3725		96527	103073	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21105058	43200		MNCPLHDFNDOMMTRANS			43.61	43.61			
								CHECK TOTAL	43.61			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4518	Keystone Cooperative	0000	22401225	EFT	03/25/2025	201605728		96701	103259	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,421.46				
							1,421.46			
4518	Keystone Cooperative	0000	22401225	EFT	04/25/2025	201605860		96702	103261	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		3,222.60				
							3,222.60			
4518	Keystone Cooperative	0000	22401225	EFT	04/25/2025	201605884		96704	103262	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		729.65				
							729.65			
4518	Keystone Cooperative	0000	22500300	EFT	04/25/2025	201303513		96888	103456	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		19,760.51				
	2 20106010 42221		MVHFleet	FUEL		1,356.48				
	3 60606010 42221		SewFleet	FUEL		964.42				
	4 62606010 42221		SWFleet	FUEL		336.69				
							22,418.10			
						CHECK TOTAL	27,791.81			
4885	Keystone Realty Group	0000		EFT	03/07/2025	004		96419	102959	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60800000 44920		SewConstru	CAPEXP		64,869.80				
							64,869.80			
						CHECK TOTAL	64,869.80			
150	Kirby Risk Corporatio	0000		EFT	04/30/2025	S210732393.001		96321	102851	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		83.32				
							83.32			
						CHECK TOTAL	83.32			
4839	KM Specialty Pumps In	0000	22401271	EFT	04/05/2025	46188		96431	102973	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		1,000.00				
							1,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,000.00			
218	Lifeline Data Centers	0000	22500037	EFT	03/31/2025	36123		96852	103420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			2,427.69			
	2 60606050 43100		SewIT	PROSERVICE			342.36			
	3 62606050 43100		SWIT	PROSERVICE			342.36			
							3,112.41			
						CHECK TOTAL	3,112.41			
1007	Lochmueller Group, In	0000	22400940	EFT	03/28/2025	200098		96717	103275	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27054010 44200		GRNTEng	INFRSTR			28,138.50			
							28,138.50			
						CHECK TOTAL	28,138.50			
289	Macallister Machinery	0000		EFT	03/20/2025	S9567474		96418	102958	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			1,993.89			
							1,993.89			
289	Macallister Machinery	0000	22401341	EFT	04/13/2025	R64623852405		96730	103290	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			68.50			
	2 20109011 43100		MVHPWStr	PROSERVICE			14.07			
							82.57			
289	Macallister Machinery	0000		EFT	03/14/2025	S9557694A		96757	103319	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			766.95			
							766.95			
289	Macallister Machinery	0000		EFT	03/26/2025	S9600403		96759	103321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			-766.95			
							-766.95			
289	Macallister Machinery	0000		EFT	03/26/2025	MS9602437		96760	103322	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			252.00			
							252.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
289	Macallister Machinery		0000	22500302	EFT	04/11/2025	S9656850		96885	103453	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			2,217.92				
								2,217.92			
							CHECK TOTAL	4,546.38			
4676	MBSA Events Inc		0000	22500294	EFT	09/06/2024	5644		96872	103441	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE			5,000.00				
								5,000.00			
							CHECK TOTAL	5,000.00			
2236	McKesson Medical-Surg		0000		EFT	04/17/2025	76383198		96939	103508	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP			8,739.66				
								8,739.66			
							CHECK TOTAL	8,739.66			
232	McMaster-Carr Supply		0000		EFT	03/27/2025	41578460		96168	102594	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP			42.30				
								42.30			
232	McMaster-Carr Supply		0000		EFT	04/12/2025	42288280		96714	103272	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			92.02				
								92.02			
232	McMaster-Carr Supply		0000		EFT	04/12/2025	42312153		96758	103320	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			112.93				
								112.93			
							CHECK TOTAL	247.25			
542	Melissa Kaye Brennema		0000	22400975	EFT	04/06/2025	1335		96856	103424	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			2,422.50				
	2 60606050 43100		SewIT	PROSERVICE			1,009.38				
	3 62606050 43100		SWIT	PROSERVICE			605.62				
								4,037.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,037.50			
266	Menard Inc	0000		EFT	03/29/2025	95430		96164	102590	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			84.99				
							84.99			
266	Menard Inc	0000		EFT	03/19/2025	94961		96165	102591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN OPERSUP			211.82				
							211.82			
266	Menard Inc	0000		EFT	03/30/2025	95470		96170	102596	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT OPERSUP			1,563.84				
							1,563.84			
266	Menard Inc	0000		EFT	03/30/2025	95471		96171	102597	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT OPERSUP			7.73				
							7.73			
266	Menard Inc	0000		EFT	04/02/2025	95599		96319	102849	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN OPERSUP			6.94				
							6.94			
266	Menard Inc	0000		EFT	04/02/2025	95594		96323	102853	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT OPERSUP			32.50				
							32.50			
266	Menard Inc	0000		EFT	04/04/2025	95684		96399	102934	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT OPERSUP			508.40				
							508.40			
266	Menard Inc	0000		EFT	04/05/2025	95752		96454	102997	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			7.85				
							7.85			
266	Menard Inc	0000		EFT	04/05/2025	95743		96458	103002	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT OPERSUP			93.74				
							93.74			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	04/06/2025	95796		96459	103003		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			134.97	134.97				
266	Menard Inc	0000		EFT	04/09/2025	95908		96477	103021		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			72.42	72.42				
266	Menard Inc	0000	22401272	EFT	04/10/2025	95961		96541	103088		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			10.45	10.45				
266	Menard Inc	0000		EFT	04/11/2025	96026		96621	103170		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr OPERSUP			829.52	829.52				
266	Menard Inc	0000		EFT	04/11/2025	96028		96622	103171		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr OPERSUP			41.52	41.52				
266	Menard Inc	0000	22401272	EFT	04/11/2025	96018.2025		96629	103177		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			99.99	99.99				
266	Menard Inc	0000		EFT	04/10/2025	95977		96657	103209		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			64.90	64.90				
266	Menard Inc	0000		EFT	04/10/2025	95945		96659	103211		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			86.20	86.20				
266	Menard Inc	0000		EFT	04/10/2025	95980		96681	103234		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks OPERSUP			9.18	9.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	02/26/2025	94078		96683	103236		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		196.03	196.03				
266	Menard Inc	0000		EFT	04/12/2025	96059		96697	103254		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		74.14	74.14				
266	Menard Inc	0000		EFT	04/12/2025	96055		96719	103277		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		130.88	130.88				
266	Menard Inc	0000		EFT	04/13/2025	96118		96786	103349		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		137.93	137.93				
266	Menard Inc	0000		EFT	04/13/2025	96112		96827	103390		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		219.56					
	2 10106193 42200		GFICPKSMNT	OPERSUP		117.50	337.06				
266	Menard Inc	0000		EFT	04/16/2025	96254		96830	103395		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		1,192.32	1,192.32				
266	Menard Inc	0000	22401272	EFT	04/16/2025	96247		96864	103432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		64.75	64.75				
266	Menard Inc	0000		EFT	04/17/2025	96298		96898	103466		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		53.64	53.64				
						CHECK TOTAL	6,053.71				
5195	MES I Acquisition Inc	0000		EFT	04/11/2025	IN2217705		96516	103062		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		474.99					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							474.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216401		96651	103204	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,089.99				
							1,089.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216405		96654	103206	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,089.99				
							1,089.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216399		96655	103207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,089.99				
							1,089.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216406		96656	103208	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		217.54				
							217.54			
						CHECK TOTAL	3,962.50			
251	Metal Man LLC	0000		EFT	03/05/2025	1052285		96536	103082	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		230.89				
							230.89			
						CHECK TOTAL	230.89			
3288	Midwest Fiber Holding	0000	22401201	EFT	03/30/2025	E-2503012789693		96839	103405	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,225.00				
							3,225.00			
						CHECK TOTAL	3,225.00			
254	Miller's Autobody, In	0000		EFT	03/16/2025	21183280		96414	102954	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		1,637.00				
							1,637.00			
						CHECK TOTAL	1,637.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2252	Millers Towing and Tr	0000		EFT	04/07/2025	191360		96417	102957	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		70.00	70.00			
2252	Millers Towing and Tr	0000		EFT	04/12/2025	191464		96566	103114	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		285.00	285.00			
2252	Millers Towing and Tr	0000		EFT	04/19/2025	191685		96959	103530	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		76.00	76.00			
						CHECK TOTAL	431.00			
5246	Mohamed Amin	0000		EFT	04/12/2025	LITC031225		96570	103118	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		7,500.00	7,500.00			
						CHECK TOTAL	7,500.00			
845	Multi Service Technol	0000		EFT	03/30/2025	991-1-83992		96430	102972	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			242.99	242.99			
845	Multi Service Technol	0000		EFT	04/10/2025	991-1-83730		96625	103174	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		200.00	200.00			
845	Multi Service Technol	0000		EFT	04/16/2025	991-1-84555		96846	103413	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			224.99	224.99			
						CHECK TOTAL	667.98			
903	NCH Corporation	0000		EFT	03/21/2025	9070922		96661	103214	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,808.26	1,808.26			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,808.26			
2716	Nelson & Co LLC	0000		EFT	04/05/2025	SI170438		96405	102941	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			24.48			
							24.48			
2716	Nelson & Co LLC	0000		EFT	04/06/2025	SI170470		96428	102970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			8.20			
							8.20			
2716	Nelson & Co LLC	0000	22400125	EFT	02/19/2025	SI168914		96438	102980	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			687.05			
							687.05			
2716	Nelson & Co LLC	0000		EFT	02/16/2025	SI168822		96439	102981	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			15.00			
							15.00			
2716	Nelson & Co LLC	0000		EFT	02/17/2025	SI168883		96440	102982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			7.80			
							7.80			
2716	Nelson & Co LLC	0000		EFT	05/17/2025	SC162576		96441	102983	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			-40.60			
							-40.60			
2716	Nelson & Co LLC	0000		EFT	04/10/2025	SI170538		96499	103045	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			36.96			
							36.96			
2716	Nelson & Co LLC	0000		EFT	04/10/2025	SI170543		96500	103047	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			133.96			
							133.96			
2716	Nelson & Co LLC	0000		EFT	04/10/2025	SI170564		96501	103048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42231		GenExAff	UNIFORMS			209.97			
							209.97			

Report generated: 03/20/2025 11:05:20
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	04/13/2025	SI170707		96787	103350		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		155.80					
							155.80				
2716	Nelson & Co LLC	0000		EFT	04/13/2025	SI170725		96788	103351		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		121.16					
							121.16				
						CHECK TOTAL	1,359.78				
4987	Norcon Incorporated	0000	22401175	EFT	02/07/2025	2024118		96680	103233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		37,968.14					
	2 10107010 44200		GenParks	INFRSTR		0.00					
	3 10107010 44300		GenParks	BUILDINGS		0.00					
	4 27077010 44300		ParkImpPrk	BUILDINGS		0.00					
	5 27077010 44920		ParkImpPrk	CAPEXP		0.00					
	6 40207010 44300		Parks	BUILDINGS		0.00					
	7 40207010 44920		Parks	CAPEXP		0.00					
							37,968.14				
4987	Norcon Incorporated	0000	22401175	EFT	04/02/2025	2024118-003		96752	103312		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		63,190.96					
	2 10107010 44200		GenParks	INFRSTR		10,110.52					
	3 10107010 44300		GenParks	BUILDINGS		18,233.94					
	4 27077010 44300		ParkImpPrk	BUILDINGS		11,106.44					
	5 27077010 44920		ParkImpPrk	CAPEXP		100,473.67					
	6 40207010 44300		Parks	BUILDINGS		7,667.51					
	7 40207010 44920		Parks	CAPEXP		40,333.34					
							251,116.38				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4987	Norcon Incorporated		0000	22401175	EFT	03/13/2025	2024118-002		96753	103313	
ACCOUNT DETAIL							LINE AMOUNT				
1	10107010 43100		GenParks	PROSERVICE			15,873.52				
2	10107010 44200		GenParks	INFRSTR			2,539.75				
3	10107010 44300		GenParks	BUILDINGS			4,580.35				
4	27077010 44300		ParkImpPrk	BUILDINGS			2,789.93				
5	27077010 44920		ParkImpPrk	CAPEXP			25,238.90				
6	40207010 44300		Parks	BUILDINGS			1,926.07				
7	40207010 44920		Parks	CAPEXP			10,131.70				
								63,080.22			
							CHECK TOTAL	352,164.74			
2184	North American Rescue		0000	22401315	EFT	04/13/2025	IN880471		96789	103352	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 42200		GenEMS	OPERSUP			417.00				
								417.00			
							CHECK TOTAL	417.00			
335	Office Three Sixty In		0000		EFT	04/04/2025	3114818		96424	102965	
ACCOUNT DETAIL							LINE AMOUNT				
1	10103011 42200		GenPI	OPERSUP			132.38				
								132.38			
							CHECK TOTAL	132.38			
99995	HEALTH OPTIONS PROGRA		0000		INV	04/09/2025	FD2024-00001950:1		96511	103057	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 36000		GenEMS	OTHEREV			96.23				
								96.23			
							CHECK TOTAL	96.23			
99995	J C JENKINS		0000		INV	04/09/2025	FD2024-00005364:1		96515	103061	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 36000		GenEMS	OTHEREV			44.28				
								44.28			
							CHECK TOTAL	44.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99995	RAELENE MUTZ		0000		INV	04/06/2025	FD2025-00000077:1		96518	103064	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		36.00				
							CHECK TOTAL	36.00			
								36.00			
								36.00			
99995	ROSALYN K BROWN		0000		INV	04/04/2025	FD2024-00006850:1		96517	103063	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		759.50				
							CHECK TOTAL	759.50			
								759.50			
								759.50			
99995	THE GLEDA R COLLEY LI		0000		INV	03/26/2025	FD2024-00002137:1		96512	103058	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		535.12				
							CHECK TOTAL	535.12			
								535.12			
								535.12			
99995	UNITED HEALTHCARE COM		0000		INV	04/05/2025	FD2024-00004897:1		96513	103059	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43901		GenEMS	REFUNDS		75.22				
							CHECK TOTAL	75.22			
								75.22			
								75.22			
99995	UNITED HEALTHCARE COM		0000		INV	04/06/2025	FD2025-90000307:1		96519	103065	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		126.70				
							CHECK TOTAL	126.70			
								126.70			
								126.70			
99995	UNITED HEALTHCARE INS		0000		INV	04/09/2025	FD2025-90000658:1		96520	103067	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		402.02				
							CHECK TOTAL	402.02			
								402.02			
								402.02			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2470	OnPoint Hub & Spoke L	0000		EFT	04/01/2025	4/25Rent		96556	103103	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		38,763.59				
						CHECK TOTAL	38,763.59			
							38,763.59			
3198	Outdoor Home Services	0000	22500270	EFT	03/25/2025	204881072		96928	103496	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		76.68				
						CHECK TOTAL	76.68			
							76.68			
4484	OVG Media & Conferenc	0000		EFT	04/15/2025	151126		96774	103338	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		648.00				
						CHECK TOTAL	648.00			
							648.00			
3972	Parker Fence LLC3	0000	22500150	EFT	04/03/2025	11150		96643	103194	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		1,700.00				
	2 20109011 43100		MVHPWStr	PROSERVICE		600.00				
							2,300.00			
3972	Parker Fence LLC3	0000	22500101	EFT	04/03/2025	6010		96649	103200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		2,700.00				
							2,700.00			
3972	Parker Fence LLC3	0000	22500264	EFT	04/09/2025	10410		96731	103291	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 44400		GenPWBuild	IMPROTHBUI		18,950.00				
						CHECK TOTAL	18,950.00			
							23,950.00			
4035	People Driven Technol	0000		EFT	04/10/2025	INV18678		96853	103421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,217.50				
						CHECK TOTAL	1,217.50			
							1,217.50			
							1,217.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	Pinnacle Partners Inc	0000	22401247	EFT	04/09/2025	52676		96854	103422	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,381.00				
	2 60606050 43100		SewIT	PROSERVICE		1,449.00				
							4,830.00			
						CHECK TOTAL	4,830.00			
366	Plumbers Supply Compa	0000		EFT	04/25/2025	91067836		96409	102945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		409.82				
							409.82			
366	Plumbers Supply Compa	0000		EFT	04/25/2025	91077351		96822	103386	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		30.10				
							30.10			
366	Plumbers Supply Compa	0000		EFT	04/25/2025	91077845		96829	103394	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,308.87				
							1,308.87			
						CHECK TOTAL	1,748.79			
379	PPG Architectural Fin	0000	22500177	EFT	04/06/2025	472953		96460	103004	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		5,821.89				
							5,821.89			
						CHECK TOTAL	5,821.89			
4207	Propio LS LLC	0000		EFT	03/30/2025	0193840225		96768	103330	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		34.31				
							34.31			
4207	Propio LS LLC	0000		EFT	03/30/2025	0197550225		96769	103331	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		46.75				
							46.75			
						CHECK TOTAL	81.06			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3328	Proveli LLC	0000	22500176	EFT	04/11/2025	122554		96729	103288		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			2,807.90					
							2,807.90				
3328	Proveli LLC	0000	22500295	EFT	03/29/2025	123504		96911	103479		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			3,985.02					
							3,985.02				
						CHECK TOTAL	6,792.92				
374	PVS Nolwood Chemicals	0000	22401087	EFT	03/31/2025	23927058		96407	102943		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			11,894.58					
							11,894.58				
374	PVS Nolwood Chemicals	0000	22401087	EFT	04/16/2025	23927836		96761	103323		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			11,758.29					
							11,758.29				
						CHECK TOTAL	23,652.87				
4953	Rachael Coverdale	0000		EFT	03/27/2025	3728		96639	103188		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf PROSERVICE			8,000.00					
							8,000.00				
						CHECK TOTAL	8,000.00				
428	Ray O'Herron Co., Inc	0000		EFT	04/09/2025	2398964		96453	102996		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSppt OPERSUP			1,280.00					
							1,280.00				
						CHECK TOTAL	1,280.00				
433	RCS Contractor Suppli	0000		EFT	04/17/2025	1076		96913	103481		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			338.16					
							338.16				
						CHECK TOTAL	338.16				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4321	RecordsPro Net LLC	0000		EFT	04/11/2025	101820		96891	103459		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43100		MNCPLHDFNBROSERVICE			120.00					
							120.00				
						CHECK TOTAL	120.00				
422	Reynolds Farm Equipme	0000		EFT	03/30/2025	P22106		96416	102956		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet OPERSUP			1,591.93					
							1,591.93				
422	Reynolds Farm Equipme	0000		EFT	04/06/2025	P22789		96455	102998		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			575.04					
							575.04				
422	Reynolds Farm Equipme	0000		EFT	04/10/2025	P23266		96507	103053		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			147.45					
							147.45				
						CHECK TOTAL	2,314.42				
2697	Shares Inc	0000		EFT	04/07/2025	13283		96531	103078		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater PROSERVICE			500.00					
							500.00				
						CHECK TOTAL	500.00				
466	Sharp Printing Servic	0000		EFT	04/10/2025	107049		96564	103112		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101014 42200		GenEcon OPERSUP			80.00					
							80.00				
466	Sharp Printing Servic	0000		EFT	04/13/2025	107043		96751	103311		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ OPERSUP			640.00					
							640.00				
466	Sharp Printing Servic	0000		EFT	04/07/2025	107125		96948	103517		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ OPERSUP			900.00					
							900.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,620.00			
201	SiteOne Landscape Sup	0000	22500212	EFT	04/15/2025	150182841-001		96821	103385	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			14,789.30				
							14,789.30			
						CHECK TOTAL	14,789.30			
1424	Smartsheet Inc	0000	22401069	EFT	04/11/2025	INV2285366		96770	103332	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		25,000.00				
	2 10101012 43100		GenBSG	PROSERVICE		43,104.66				
							68,104.66			
						CHECK TOTAL	68,104.66			
2372	Smyrna Ready Mix Conc	0000		EFT	01/18/2025	1020614692		96371	102905	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,157.00				
							1,157.00			
2372	Smyrna Ready Mix Conc	0000		EFT	02/01/2025	1020617149		96373	102907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,566.00				
							1,566.00			
2372	Smyrna Ready Mix Conc	0000		EFT	02/26/2025	1020620264		96374	102908	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,168.50				
							1,168.50			
2372	Smyrna Ready Mix Conc	0000		EFT	03/06/2025	1020622813		96375	102909	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			836.00				
							836.00			
2372	Smyrna Ready Mix Conc	0000		EFT	03/13/2025	1020624729		96376	102910	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			848.00				
							848.00			
2372	Smyrna Ready Mix Conc	0000	22400545	EFT	01/16/2025	1020612416		96479	103024	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,654.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2372	Smyrna Ready Mix Conc	0000	22400545	EFT	03/30/2025	1020628490	1,654.50	96480	103025	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			289.00				
	2 20106191 42200		MVHICSRTS OPERSUP			1,491.00				
							1,780.00			
						CHECK TOTAL	9,010.00			
5191	Sorenson Holdings LLC	0000		EFT	03/30/2025	PI-000013165		96569	103117	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		116.25				
							116.25			
						CHECK TOTAL	116.25			
3204	Steve Delwey	0000		INV	04/09/2025	96696		96696	103253	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43200		GenEMS	COMMTRANS		294.00				
							294.00			
						CHECK TOTAL	294.00			
504	Straeffner Pump & Supp	0000	22401430	EFT	04/17/2025	44097		96899	103467	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			27,720.00				
							27,720.00			
						CHECK TOTAL	27,720.00			
5251	Sumerlin Trails HOA	0000		EFT	04/19/2025	ST031925		96946	103515	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		7,849.00				
							7,849.00			
						CHECK TOTAL	7,849.00			
527	T&T Sales & Promotion	0000		EFT	03/26/2025	56504		96169	102595	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			500.00				
							500.00			
						CHECK TOTAL	500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3019	Taylor Systems LLC	0000		EFT	04/15/2025	110700		96855	103423		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		210.00					
							210.00				
						CHECK TOTAL	210.00				
870	The Home City Ice Com	0000		EFT	04/03/2025	7644251130		96206	102613		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		39.00					
							39.00				
870	The Home City Ice Com	0000		EFT	03/13/2025	7644251132		96232	102749		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		285.00					
							285.00				
						CHECK TOTAL	324.00				
282	The Mailing Station,	0000		EFT	04/09/2025	177400		96522	103068		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		28.63					
							28.63				
						CHECK TOTAL	28.63				
572	The Sherwin-Williams	0000		EFT	04/20/2025	5379-0		96317	102845		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		15.45					
							15.45				
						CHECK TOTAL	15.45				
532	Tiffany Lawn & Garden	0000		EFT	05/09/2025	94367/3		96514	103060		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		609.00					
							609.00				
						CHECK TOTAL	609.00				
569	Traffic & Parking Con	0000	22400831	EFT	03/13/2025	1796211		96690	103247		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		2,983.50					
							2,983.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	2,983.50				
569	Traffic & Parking Con	0000	22400831	EFT	04/05/2025	1797646		96692	103249		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		359.10					
							359.10				
						CHECK TOTAL	359.10				
122	UKG Kronos Systems LL	0000	22500174	EFT	04/07/2025	12369895		96771	103333		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		18,532.80					
							18,532.80				
						CHECK TOTAL	18,532.80				
58	Uline Inc	0000		EFT	03/30/2025	189780852		96828	103392		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			553.95					
							553.95				
						CHECK TOTAL	553.95				
614	Van Ausdall & Farrar	0000	22500049	EFT	04/06/2025	648104		96857	103425		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		110.05					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							110.05				
614	Van Ausdall & Farrar	0000	22500049	EFT	04/06/2025	648105		96858	103426		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		30.94					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							30.94				
614	Van Ausdall & Farrar	0000	22500049	EFT	04/12/2025	648508		96861	103429		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		21.76					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							21.76				
						CHECK TOTAL	162.75				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4741	Van Diest Supply Comp	0000	22500211	EFT	06/15/2025	199373		96728	103287		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			28,750.00					
							28,750.00				
4741	Van Diest Supply Comp	0000	22500211	EFT	05/16/2025	199727		96819	103383		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			4,511.40					
							4,511.40				
						CHECK TOTAL	33,261.40				
2951	VaxCare, LLC	0000		EFT	04/14/2025	INV27498		96892	103460		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		315.27					
							315.27				
						CHECK TOTAL	315.27				
3510	Veridus Group Inc	0000	22300170	EFT	04/11/2025	204162		96563	103111		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		1,691.25					
							1,691.25				
						CHECK TOTAL	1,691.25				
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106829172		96914	103482		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		885.51					
							885.51				
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106861207		96915	103483		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		616.12					
							616.12				
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106849476		96916	103484		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,340.68					
							1,340.68				
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106814660		96917	103485		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		210.80					
							210.80				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2789	Verizon Communication		0000		EFT	03/15/2025	6106806631		96918	103486	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21106050 43100		MHFIT	PROSERVICE			474.67			
	2	21206050 43100		HDFIT	PROSERVICE			406.06			
	3	27155058 43100		HDVFC	PROSERVICE			87.92			
	4	27055058 43100		GRTSHD	PROSERVICE			106.27			
	5	27055058 43100		GRTSHD	PROSERVICE			39.07			
								1,113.99			
2789	Verizon Communication		0000	22500236	EFT	03/15/2025	6106768119		96919	103487	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE			1,233.77			
								1,233.77			
2789	Verizon Communication		0000	22500236	EFT	03/15/2025	6106756253		96920	103488	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE			4,970.54			
								4,970.54			
2789	Verizon Communication		0000	22500239	EFT	03/15/2025	6106814623		96921	103489	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60606050 43100		SewIT	PROSERVICE			2,294.03			
								2,294.03			
2789	Verizon Communication		0000	22500236	EFT	03/15/2025	6106799545		96922	103490	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE			768.87			
								768.87			
2789	Verizon Communication		0000	22500237	EFT	03/15/2025	6106813318		96924	103492	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62606050 43100		SWIT	PROSERVICE			2,274.85			
								2,274.85			
							CHECK TOTAL	15,709.16			
2813	Visionary Cove LLC		0000		EFT	04/01/2025	4/25Rent		96561	103109	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43700		FishersI69	RENTALS			61,450.00			
								61,450.00			
							CHECK TOTAL	61,450.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2380	Whites Ace Hardware F	0000		EFT	01/06/2025	37595792		96675	103228	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			34.22			
							34.22			
2380	Whites Ace Hardware F	0000		EFT	01/10/2025	37596899		96677	103230	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			66.37			
							66.37			
2380	Whites Ace Hardware F	0000		EFT	01/06/2025	37595789		96678	103231	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			199.60			
							199.60			
2380	Whites Ace Hardware F	0000		EFT	12/29/2024	37594068		96679	103232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			278.78			
							278.78			
						CHECK TOTAL	578.97			
1309	WW Grainger Inc	0000		EFT	04/02/2025	9424968734		96181	102609	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP			161.46			
							161.46			
1309	WW Grainger Inc	0000		EFT	04/03/2025	9426750536		96318	102847	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP			146.72			
							146.72			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428072210		96342	102875	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			151.97			
							151.97			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428072228		96343	102876	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			94.45			
							94.45			
1309	WW Grainger Inc	0000		EFT	04/05/2025	9429379192		96398	102933	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP			40.56			
							40.56			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	04/05/2025	9429379184		96400	102935	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			331.08			
								331.08			
1309	WW Grainger Inc		0000		EFT	04/05/2025	9429379168		96401	102936	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			1,333.25			
								1,333.25			
1309	WW Grainger Inc		0000		EFT	04/05/2025	9429379176		96403	102938	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106191 42200		MVHICSRTS	OPERSUP			587.50			
								587.50			
1309	WW Grainger Inc		0000		EFT	04/05/2025	9429379150		96404	102939	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106191 42200		MVHICSRTS	OPERSUP			11.12			
								11.12			
1309	WW Grainger Inc		0000		EFT	04/04/2025	9428328893		96410	102946	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			216.38			
								216.38			
1309	WW Grainger Inc		0000		EFT	04/04/2025	9428328885		96411	102949	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			439.58			
								439.58			
1309	WW Grainger Inc		0000		EFT	04/04/2025	9428328919		96412	102951	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			23.91			
								23.91			
1309	WW Grainger Inc		0000		EFT	04/06/2025	9431263384		96432	102974	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP			212.19			
								212.19			
1309	WW Grainger Inc		0000		EFT	04/09/2025	9432530203		96462	103006	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP			117.03			
								117.03			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	04/09/2025	9433000263		96463	103007		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		31.29	31.29				
1309	WW Grainger Inc	0000		EFT	04/09/2025	9433253417		96464	103008		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		89.94	89.94				
1309	WW Grainger Inc	0000		EFT	04/09/2025	9432747484		96474	103018		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		262.18	262.18				
1309	WW Grainger Inc	0000		EFT	04/09/2025	9432747476		96475	103019		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		287.31	287.31				
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024320		96502	103046		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		442.67	442.67				
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024346		96504	103050		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		116.64	116.64				
1309	WW Grainger Inc	0000		EFT	04/10/2025	94434024361		96505	103051		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		305.04	305.04				
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024353		96506	103052		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		203.36	203.36				
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024338		96535	103074		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		49.98	49.98				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	04/12/2025	9437705453		96721	103280		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		23.84	23.84				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9438067275		96722	103281		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSR	TS OPERSUP		14.60	14.60				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9437705461		96723	103282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		181.46	181.46				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9438067267		96724	103283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		119.20	119.20				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9437705446		96727	103286		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		99.53					
	2 10106192 42200		GFICBLDGMN	OPERSUP		42.11	141.64				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644602		96820	103384		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,275.42	1,275.42				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644594		96823	103387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		965.40	965.40				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644586		96824	103388		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,557.22	1,557.22				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644610		96847	103415		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		53.44	53.44				
						CHECK TOTAL	9,987.83				

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

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2036	Zayo Group Holdings I	0000	22500050	EFT	03/31/2025	2025030028823		96859	103427	
ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050	43100	GenIT	PROSERVICE	3,523.77				
	2	60606050	43100	SewIT	PROSERVICE	704.75				
	3	62606050	43100	SWIT	PROSERVICE	469.83				
							4,698.35			
						CHECK TOTAL	4,698.35			
413	INVOICES	WARRANT TOTAL				2,455,795.30	2,455,795.30			
						CASH ACCOUNT BALANCE	31,477,512.36			

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

March 25, 2025

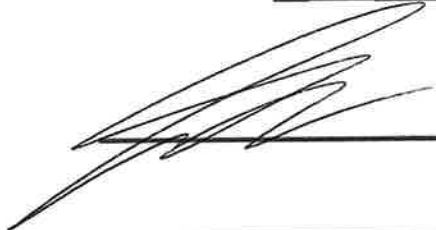
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 74 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$3,697,026.25.

Dated this 25th day of March 2025.

		
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

76620	03/18/2025	MANL	1521 Indiana Gas Company	102433	WQ_030325	02/06/2025	22401395	31825DD	2,701.04
				2,701.04	60609014 43500	Utility Services			
						CHECK	76620	TOTAL:	2,701.04
76621	03/18/2025	MANL	1521 Indiana Gas Company	102069	13130221-8	02/17/2025		31825DD	111.62
				111.62	21105058 43100	Professional Services			
						CHECK	76621	TOTAL:	111.62
76622	03/18/2025	MANL	1521 Indiana Gas Company	103159	Feb_DPW_031225	02/17/2025	22500123	31825DD	6,300.00
				6,300.00	10109012 43100	Professional Services			
						CHECK	76622	TOTAL:	6,300.00
76623	03/18/2025	MANL	364 Cinergy Corp	103265	WQ031125	03/11/2025	22400010	31825DD	60,015.31
				1,322.13	60609014 43500	Utility Services			
				58,693.18	60609014 43500	Utility Services			
						CHECK	76623	TOTAL:	60,015.31
76624	03/18/2025	MANL	364 Cinergy Corp	103297	910159310007	03/14/2025		31825DD	157.37
				157.37	21205058 43100	Professional Services			
						CHECK	76624	TOTAL:	157.37
76625	03/18/2025	MANL	364 Cinergy Corp	103298	910148743158	03/14/2025		31825DD	260.89
				260.89	21205058 43100	Professional Services			
						CHECK	76625	TOTAL:	260.89
76626	03/18/2025	MANL	364 Cinergy Corp	103356	031725Buildings	03/17/2025	22500109	31825DD	61,351.07
				61,351.07	10109012 43100	Professional Services			
						CHECK	76626	TOTAL:	61,351.07
76627	03/18/2025	MANL	364 Cinergy Corp	103357	031725Streets	03/17/2025	22500109	31825DD	13,004.22
				13,004.22	10109012 43100	Professional Services			
						CHECK	76627	TOTAL:	13,004.22

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 143,901.52

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	8	143,901.52

*** GRAND TOTAL *** 143,901.52

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

76628	03/18/2025	EFT	3720 DOXIM UTILITEC LLC	103097	0225P	02/28/2025		31825EP	12,139.30
				12,139.30	60601013 43100	Professional Services			
						CHECK	76628	TOTAL:	12,139.30
76629	03/18/2025	EFT	5249 James Shaffer	103264	2026300.01	02/05/2025		31825EP	7,384.19
				7,384.19	E 10324001 .LANDSC.LANDSC. 10101013 44920	Capital Expenses			
						CHECK	76629	TOTAL:	7,384.19
76630	03/18/2025	EFT	4082 Metronet Systems Hol	102807	3-4-2025	03/04/2025		31825EP	900.00
				900.00	10106050 43100	Professional Services			
						CHECK	76630	TOTAL:	900.00
76631	03/18/2025	PRTD	1495 Hamilton County Cler	103339	ROW 121/Hoosier APPR	03/14/2025	22401336	31825EP	12,900.00
				12,900.00	20204010 44200	Infrastructure			
						CHECK	76631	TOTAL:	12,900.00
76632	03/18/2025	PRTD	1495 Hamilton County Cler	103340	ROW121/Hoosier	03/14/2025	22401336	31825EP	36,850.00
				36,850.00	20204010 44200	Infrastructure			
						CHECK	76632	TOTAL:	36,850.00
76633	03/18/2025	PRTD	1417 Hamilton County Reco	103300	P31724Lien	03/17/2025		31825EP	25.00
				25.00	60601013 43100	Professional Services			
						CHECK	76633	TOTAL:	25.00
76634	03/18/2025	PRTD	1753 Indianapolis Power &	102971	200000031599	03/07/2025	22500086	31825EP	209.45
				209.45	10109012 43100	Professional Services			
						CHECK	76634	TOTAL:	209.45
76635	03/18/2025	PRTD	1753 Indianapolis Power &	102969	200000179593	03/07/2025	22500086	31825EP	412.40
				412.40	10109012 43100	Professional Services			
						CHECK	76635	TOTAL:	412.40

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 70,820.34

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	50,396.85
TOTAL EFT'S	3	20,423.49

*** GRAND TOTAL *** 70,820.34

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

76636 03/19/2025 MANL 2452 Regions Bank

 103156 225CC-Police
 1,350.00 10108011 43100
 290.80 10108015 42200
 796.73 10108013 42200
 -52.12 10108013 42200
 2,249.00 10108013 42200
 35.41 10108013 43200
 12.81 10108013 43200
 26.28 10108013 43200
 10.69 10108013 43200
 35.70 10108013 43200
 939.07 10108013 42200
 561.53 10108015 42200
 3,438.00 10108015 42200
 498.85 10108015 42200
 686.60 10108013 42200
 86.60 10108015 42200
 140.73 10108015 42200
 88.39 10108015 42200
 598.00 10108013 43200
 7,142.80 10108015 43200
 22.70 10108015 43200
 276.97 10108015 43200
 22.70 10108015 43200
 276.97 10108015 43200
 374.23 10108015 43200
 100.00 10108012 43200
 545.44 10108013 43200
 1,670.88 10108015 43200
 333.18 10108015 42200
 659.00 10108015 43200
 659.00 10108015 43200
 116.00 10108015 43200
 116.00 10108015 43200
 580.00 10108015 43200
 127.89 10108015 42200
 1,414.86 10108015 42200
 1,000.00 10108012 43200
 212.19 10108015 42200
 12.49 10108011 42200
 213.40 10108011 42200
 63.00 10108015 43100
 65.40 10108015 43100
 34.50 10108015 42200
 40.00 10108015 43200
 40.00 10108015 43200
 1.00 10108015 43200
 1.00 10108015 43200
 310.00 10108011 43100
 324.00 10108011 43100
 786.04 10108013 43200
 1,500.00 10108011 43100

 02/28/2025 225CC 41,960.64
 Professional Services
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A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

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WARRANT

NET

55.00	10108015	43200	Comms And Transportation
142.16	10108013	43100	Professional Services
419.85	10108011	43100	Professional Services
65.40	10108015	43100	Professional Services
50.00	10108011	43100	Professional Services
385.00	10108011	43100	Professional Services
46.00	10108015	42200	Operating Supplies
106.99	10108015	42200	Operating Supplies
435.41	10108015	42200	Operating Supplies
1,637.12	10108012	42200	Operating Supplies
2,222.72	10108012	42200	Operating Supplies
125.00	10108011	43100	Professional Services
731.80	10108013	43100	Professional Services
100.00	10108013	43100	Professional Services
87.57	10108013	42200	Operating Supplies
775.00	10108015	43200	Comms And Transportation
518.15	10108013	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
204.32	10108015	43200	Comms And Transportation
220.00	10108011	43100	Professional Services
95.22	10108012	42200	Operating Supplies
191.49	10108012	42200	Operating Supplies
2,464.95	10108012	42200	Operating Supplies
-97.67	10108012	43100	Professional Services
41.69	10108012	42200	Operating Supplies

CHECK 76636 TOTAL: 41,960.64

76637 03/19/2025 MANL 2452 Regions Bank

103141	225CC-Admin	02/28/2025	225CC
72.67	10101015	42200	Operating Supplies
213.99	10101011	42200	Operating Supplies
43.10	10101011	42200	Operating Supplies
47.09	10101011	42200	Operating Supplies
53.48	10101011	42200	Operating Supplies
2.00	10101017	43100	Professional Services
80.25	10101017	42200	Operating Supplies
164.45	10101011	43100	Professional Services
195.56	10102100	42200	Operating Supplies
45.90	10101011	42200	Operating Supplies
-12.79	10101017	42200	Operating Supplies
42.50	10101017	42200	Operating Supplies
59.32	10101017	43100	Professional Services
38.42	10101017	42200	Operating Supplies
100.00	10101017	42200	Operating Supplies
31.01	10101017	42200	Operating Supplies
85.60	10101017	42200	Operating Supplies
950.34	10101011	43100	Professional Services
978.40	10101011	43100	Professional Services
1,019.88	10101011	43100	Professional Services
1,036.96	10101011	43100	Professional Services

36,934.74

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

1,036.96	10101011	43100	Professional Services
553.84	10101011	43100	Professional Services
897.88	10101011	43100	Professional Services
1,124.80	10101011	43100	Professional Services
1,007.68	10101011	43100	Professional Services
1,349.28	10101011	43100	Professional Services
1,202.88	10101011	43100	Professional Services
1,007.68	10101011	43100	Professional Services
71.48	10101011	43100	Professional Services
30.00	10101011	43100	Professional Services
37.80	10101011	43100	Professional Services
366.41	10101011	43100	Professional Services
65.97	10101011	42200	Operating Supplies
28.29	10101011	42200	Operating Supplies
66.99	10101011	42200	Operating Supplies
20.00	10101011	43200	Comms And Transportation
127.81	10101011	43200	Comms And Transportation
275.50	10101011	43200	Comms And Transportation
418.48	10101011	43200	Comms And Transportation
42.41	10101011	43200	Comms And Transportation
46.77	10101011	42200	Operating Supplies
67.36	10101011	42200	Operating Supplies
47.00	10101011	42200	Operating Supplies
66.20	10101011	42200	Operating Supplies
44.35	10101011	42200	Operating Supplies
39.33	10101011	42200	Operating Supplies
28.00	10101011	43100	Professional Services
38.99	10101011	43100	Professional Services
40.42	10101011	43100	Professional Services
60.22	10101011	42200	Operating Supplies
74.90	10101011	42200	Operating Supplies
235.40	10101011	42200	Operating Supplies
225.00	10101011	43100	Professional Services
132.54	10101011	42200	Operating Supplies
1,010.68	10101011	43100	Professional Services
235.35	21205058	43100	Professional Services
377.52	10101011	43100	Professional Services
80.25	10101011	42200	Operating Supplies
4.00	10101011	43100	Professional Services
-132.54	10101011	42200	Operating Supplies
11.44	10101011	42200	Operating Supplies
2,400.00	10101011	42200	Operating Supplies
5.23	10101011	42200	Operating Supplies
70.72	10101011	42200	Operating Supplies
18.53	10101011	42200	Operating Supplies
132.54	10101011	42200	Operating Supplies
8.31	10101011	42200	Operating Supplies
149.73	10101011	42200	Operating Supplies
-80.25	10101011	42200	Operating Supplies
289.38	10101011	43200	Comms And Transportation
88.67	10101016	42200	Operating Supplies
-93.30	10101016	42200	Operating Supplies

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

17.99	10101016	42200	Operating Supplies
39.75	10101016	42200	Operating Supplies
59.39	10101016	42200	Operating Supplies
91.00	10101016	42200	Operating Supplies
9.99	10101016	43100	Professional Services
65.11	10101016	42200	Operating Supplies
610.00	10101016	42200	Operating Supplies
43.92	10101016	42200	Operating Supplies
50.00	10101016	42200	Operating Supplies
54.48	10101016	42200	Operating Supplies
35.00	10101016	43100	Professional Services
98.34	10101016	42200	Operating Supplies
11.12	10101016	42200	Operating Supplies
65.73	10101016	42200	Operating Supplies
34.47	10101016	42200	Operating Supplies
50.00	10101016	43100	Professional Services
11.99	10101016	42200	Operating Supplies
208.00	10101016	43100	Professional Services
29.47	10101016	43100	Professional Services
3,420.00	10101016	43100	Professional Services
19.58	10101016	42200	Operating Supplies
635.00	27907054	43100	Professional Services
46.58	10101016	42200	Operating Supplies
32.09	10101016	43100	Professional Services
20.00	10101016	43100	Professional Services
-360.00	10101016	43100	Professional Services
10.00	10101016	43200	Comms And Transportation
9.99	10101016	43100	Professional Services
112.04	10101016	42200	Operating Supplies
458.97	10101016	43200	Comms And Transportation
20.00	10101016	43100	Professional Services
9.83	27907054	43300	Printing And Advertising
625.62	10101016	43300	Printing And Advertising
248.96	27907054	43300	Printing And Advertising
386.04	10101016	43300	Printing And Advertising
24.38	10101016	42200	Operating Supplies
13.49	10101016	42200	Operating Supplies
8.14	10101016	42200	Operating Supplies
10.70	10101016	42200	Operating Supplies
23.97	10101016	42200	Operating Supplies
59.28	10101016	42200	Operating Supplies
108.19	10101016	42200	Operating Supplies
8,703.13	10101016	43202	Postage

CHECK 76637 TOTAL: 36,934.74

76638 03/19/2025 MANL 2452 Regions Bank

 103146 225CC-DPW
 3,770.72 60609014 43500

 02/28/2025 22401410 225CC
 Utility Services 3,770.72

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

						CHECK		76638 TOTAL:		3,770.72	
76639	03/19/2025	MANL	2452 Regions Bank	103147	225CC-DPW	02/28/2025		225CC		22,395.81	
				105.00	10106192 42200	operating Supplies					
				720.29	10106192 42200	operating Supplies					
				727.00	10106192 42200	operating Supplies					
				30.33	10106192 42200	operating Supplies					
				1,069.47	10106192 42200	operating Supplies					
				-69.97	10106192 42200	operating Supplies					
				727.00	10106192 42200	operating Supplies					
				672.10	10106192 42200	operating Supplies					
				550.77	10106192 42200	operating Supplies					
				486.72	10106192 42200	operating Supplies					
				200.00	10109013 43100	Professional Services					
				273.94	10106192 42200	operating Supplies					
				22.29	20109011 43100	Professional Services					
				2,229.00	20106191 42200	operating Supplies					
				2,229.00	20106191 42200	operating Supplies					
				212.26	10109012 43100	Professional Services					
				22.29	20109011 43100	Professional Services					
				16.23	10106192 42200	operating Supplies					
				800.00	10109012 43100	Professional Services					
				924.40	10109012 43100	Professional Services					
				184.53	10109012 43100	Professional Services					
				290.58	10109012 43100	Professional Services					
				307.43	10109012 43100	Professional Services					
				3,782.08	10109012 43100	Professional Services					
				2,008.14	10109012 43100	Professional Services					
				3,429.48	10109013 43100	Professional Services					
				200.00	10109013 43100	Professional Services					
				72.00	10106192 42200	operating Supplies					
				92.00	10106192 42200	operating Supplies					
				81.45	60609014 42200	operating Supplies					
						CHECK		76639 TOTAL:		22,395.81	
76640	03/19/2025	MANL	2452 Regions Bank	103151	225CC-Fire	02/28/2025	22401353	225CC		2,398.80	
				1,188.83	10105012 43100	Professional Services					
				1,209.97	10105015 43100	Professional Services					
						CHECK		76640 TOTAL:		2,398.80	
76641	03/19/2025	MANL	2452 Regions Bank	103152	225CC-Fire	02/28/2025		225CC		16,602.62	
				299.00	10101012 43100	Professional Services					
				50.00	10105013 42200	operating Supplies					
				439.37	10105013 43200	Comms And Transportation					
				335.00	10105015 42200	operating Supplies					
				17.26	10105013 42200	operating Supplies					
				199.98	10105016 42200	operating Supplies					

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

49.09	10105011	43100	Professional Services
797.00	10105013	42200	operating Supplies
289.00	10105013	42200	operating Supplies
54.21	10105013	42200	operating Supplies
187.75	10105013	42200	operating Supplies
1,141.02	10105013	42200	operating Supplies
104.00	10105012	43200	Comms And Transportation
69.00	10105012	43200	Comms And Transportation
69.00	10105012	43200	Comms And Transportation
104.00	10105012	43200	Comms And Transportation
257.48	10105012	42200	operating Supplies
104.00	10105012	43200	Comms And Transportation
626.00	10105015	42231	Uniforms
1,570.51	10105012	42200	operating Supplies
69.63	10105011	43100	Professional Services
49.37	10105011	43200	Comms And Transportation
572.69	10105012	42200	operating Supplies
40.00	10105012	43200	Comms And Transportation
78.05	10105016	43200	Comms And Transportation
795.00	10105016	43200	Comms And Transportation
795.00	10105016	43200	Comms And Transportation
291.38	10105016	43200	Comms And Transportation
919.00	10105016	43200	Comms And Transportation
775.00	10105011	42200	operating Supplies
1,482.37	10105011	42200	operating Supplies
29.99	10105011	43200	Comms And Transportation
98.00	10105011	42200	operating Supplies
407.00	10105011	42200	operating Supplies
219.00	10105015	42231	Uniforms
1,474.00	10105015	42231	Uniforms
72.46	10105011	42200	operating Supplies
171.90	10105011	42200	operating Supplies
200.00	10105011	43200	Comms And Transportation
62.25	10105011	42200	operating Supplies
294.14	10105015	42200	operating Supplies
54.12	10105015	42200	operating Supplies
236.86	10105015	42200	operating Supplies
51.57	10105011	42200	operating Supplies
156.54	10105013	42200	operating Supplies
104.88	10105013	42200	operating Supplies
39.96	10105013	42200	operating Supplies
57.72	10105013	42200	operating Supplies
-57.72	10105013	42200	operating Supplies
58.92	10105013	42200	operating Supplies
110.00	10105013	43200	Comms And Transportation
130.87	10105013	42200	operating Supplies

CHECK 76641 TOTAL: 16,602.62

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

76642 03/19/2025 MANL 2452 Regions Bank

103157 225CC-Recreation

02/28/2025

225CC

13,919.91

45.32	10107010	42200	operating Supplies
459.48	10107010	42200	operating Supplies
120.52	10107010	42200	operating Supplies
795.00	10107010	43100	Professional Services
339.59	10107010	43100	Professional Services
128.45	10107010	42200	operating Supplies
64.28	10107010	42200	operating Supplies
45.06	10107010	42200	operating Supplies
70.74	10107010	42200	operating Supplies
885.55	10107010	42200	operating Supplies
12.72	10107010	42200	operating Supplies
71.95	10107010	42200	operating Supplies
202.71	10107010	42200	operating Supplies
18.02	10107010	42200	operating Supplies
120.92	10107010	42200	operating Supplies
537.50	10107010	42200	operating Supplies
57.77	10107010	43100	Professional Services
3,500.00	10107010	43100	Professional Services
743.24	10107010	42200	operating Supplies
409.06	10107010	42200	operating Supplies
667.30	10107010	42200	operating Supplies
607.69	10107010	42200	operating Supplies
449.83	10107010	42200	operating Supplies
235.04	10107010	42200	operating Supplies
12.95	10107010	43100	Professional Services
787.00	10107010	42200	operating Supplies
169.00	10107010	42200	operating Supplies
7.87	10107010	43100	Professional Services
52.96	10107010	42200	operating Supplies
86.25	10107010	42200	operating Supplies
84.22	10107010	42200	operating Supplies
26.47	10107010	42200	operating Supplies
22.52	10107010	42200	operating Supplies
112.40	10107010	42200	operating Supplies
183.87	10107010	42200	operating Supplies
222.08	10107010	43100	Professional Services
1,277.54	10107010	42200	operating Supplies
196.95	10107010	42200	operating Supplies
65.95	10107010	42200	operating Supplies
22.18	10107010	42200	operating Supplies
-51.04	10107010	42200	operating Supplies
53.00	10107010	42200	operating Supplies

CHECK 76642 TOTAL: 13,919.91

76643 03/19/2025 MANL 2452 Regions Bank

 103153 225CC-Fleet
 749.99 10106010 42200
 549.00 10106010 43100
 -749.99 10106010 42200

02/28/2025

225CC

10,787.73

 operating Supplies
 Professional Services
 operating Supplies

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

				66.37	20106010	42200	Operating Supplies		
				84.37	10106010	42200	Operating Supplies		
				380.00	10106010	43100	Professional Services		
				5,000.00	10106010	43100	Professional Services		
				15.00	20106010	43100	Professional Services		
				216.25	20106010	43100	Professional Services		
				1,385.65	10106010	43100	Professional Services		
				45.00	10106010	43100	Professional Services		
				45.00	20106010	43100	Professional Services		
				2,834.95	10106010	43100	Professional Services		
				56.14	10106010	42200	Operating Supplies		
				65.00	10106010	43100	Professional Services		
				45.00	20106010	43100	Professional Services		
								CHECK	76643 TOTAL: 10,787.73
76644	03/19/2025	MANL	2452 Regions Bank	103155	225CC-IT	02/28/2025	225CC		5,541.11
				325.00	10106050	43100	Professional Services		
				572.47	10106050	42200	Operating Supplies		
				607.72	10106050	43100	Professional Services		
				19.99	10106050	43100	Professional Services		
				125.00	10106050	43100	Professional Services		
				225.00	10106050	43100	Professional Services		
				134.90	10106050	43100	Professional Services		
				139.90	10106050	43100	Professional Services		
				284.85	10106050	43100	Professional Services		
				458.06	10106050	43100	Professional Services		
				134.90	10106050	43100	Professional Services		
				161.85	60606050	43100	Professional Services		
				279.85	10106050	43100	Professional Services		
				154.90					
					E 21224003 .PROFSE.				
				27155058	43100		Professional Services		
				134.90	10106050	43100	Professional Services		
				296.77	10106050	43100	Professional Services		
				252.00	10106050	43100	Professional Services		
				134.90	10106050	43100	Professional Services		
				139.90	10106050	43100	Professional Services		
				229.80	10106050	43100	Professional Services		
				209.85	10106050	43100	Professional Services		
				89.90	10106050	43100	Professional Services		
				148.85	10106050	43100	Professional Services		
				279.85	10106050	43100	Professional Services		
								CHECK	76644 TOTAL: 5,541.11
76645	03/19/2025	MANL	2452 Regions Bank	103154	225CC-HealthDept	02/28/2025	225CC		3,529.17
				30.00					
					E 51222001 .OPER				
					27055058 43200		Comms And Transportation		

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

82.89	21105058	43100	Professional Services
306.00	21105058	43100	Professional Services
44.85	21105058	42200	operating Supplies
65.00	21205058	43100	Professional Services
82.89	21105058	43100	Professional Services
50.00	21205058	42200	operating Supplies
53.50	21205058	42200	operating Supplies
324.06			
	E 51222001	.Supp .	.
	27055058	42200	Operating Supplies
206.00	21105058	43202	Postage
10.00	21205058	42200	operating Supplies
38.07	21205058	42200	operating Supplies
14.40	21205058	42200	operating Supplies
92.54	21205058	42200	operating Supplies
122.36			
	E 51222001	.Supp .	.
	27055058	42200	operating Supplies
19.99	21205058	43100	Professional Services
56.60	21205058	42200	operating Supplies
27.97	21205058	42200	operating Supplies
25.00	21205058	43100	Professional Services
72.11	21205058	42200	operating Supplies
25.00	21105058	43200	Comms And Transportation
186.96	21205058	42200	operating Supplies
75.00	10103011	43100	Professional Services
123.00	10103011	43100	Professional Services
105.00	10103011	43100	Professional Services
6.36	10103011	42200	operating Supplies
540.94	60603011	42200	operating Supplies
177.59	10103011	42200	operating Supplies
53.58	10103011	42200	operating Supplies
43.05	10103011	42200	operating Supplies
133.28	10103011	43200	Comms And Transportation
145.74	10103011	42200	operating Supplies
34.30	10103011	42200	operating Supplies
155.14	10103011	42200	operating Supplies

CHECK 76645 TOTAL: 3,529.17

76646 03/19/2025 MANL 2452 Regions Bank

103142	225CC-BSG	02/28/2025	225CC
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
10.00	10101012	43100	Professional Services
91.62	10101012	42200	operating Supplies
26.86	10101012	42200	operating Supplies
15.04	10101012	42200	operating Supplies
49.55	10101012	42200	operating Supplies
59.39	10101012	43100	Professional Services

1,120.46

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

					828.00	10101012	43100	Professional Services			
						CHECK	76646	TOTAL:		1,120.46	
76647	03/19/2025	MANL	2452	Regions Bank	103149	225CC-Engineering	02/28/2025	22401284	225CC	708.53	
					146.29	20104010	43100	Professional Services			
					562.24	20104010	43100	Professional Services			
						CHECK	76647	TOTAL:		708.53	
76648	03/19/2025	MANL	2452	Regions Bank	103150	225CC-Engineering	02/28/2025	225CC		90.00	
					30.00	60604010	43200	Comms And Transportation			
					30.00	20104010	43200	Comms And Transportation			
					30.00	60604010	43200	Comms And Transportation			
						CHECK	76648	TOTAL:		90.00	
76649	03/19/2025	MANL	2452	Regions Bank	103144	225CC-Controller	02/28/2025	22401417	225CC	73.21	
					51.64	10101013	42200	Operating Supplies			
					7.19	10101017	42200	Operating Supplies			
					7.19	10102010	42200	Operating Supplies			
					7.19	21205058	42200	Operating Supplies			
						CHECK	76649	TOTAL:		73.21	
76650	03/19/2025	MANL	2452	Regions Bank	103145	225CC-Controller	02/28/2025	225CC		667.00	
					575.00	10101013	43200	Comms And Transportation			
					92.00	10101013	43100	Professional Services			
						CHECK	76650	TOTAL:		667.00	
76651	03/19/2025	MANL	2452	Regions Bank	103148	225CC-EconDev	02/28/2025	225CC		535.97	
					36.10	10101014	42200	Operating Supplies			
					289.86	10101014	42200	Operating Supplies			
					84.50	10101014	42200	Operating Supplies			
					43.16	10101014	42200	Operating Supplies			
					69.86	10101014	42200	Operating Supplies			
					12.49	10101014	42200	Operating Supplies			
						CHECK	76651	TOTAL:		535.97	
76652	03/19/2025	MANL	2452	Regions Bank	103158	225CC-Planning	02/28/2025	225CC		344.33	
					56.91	10103012	42200	Operating Supplies			
					16.39	10103012	42200	Operating Supplies			
					25.92	10103012	43300	Printing And Advertising			
					17.93	10103012	43300	Printing And Advertising			

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

25.92	10103012	43300	Printing And Advertising
24.76	10103012	42200	Operating Supplies
30.59	10103012	43300	Printing And Advertising
30.59	10103012	43300	Printing And Advertising
29.54	10103012	43300	Printing And Advertising
29.54	10103012	43300	Printing And Advertising
32.70	10103012	43300	Printing And Advertising
23.54	10103012	42200	Operating Supplies

CHECK 76652 TOTAL: 344.33

76653 03/19/2025 MANL 2452 Regions Bank

103143	225CC-clerk	02/28/2025	225CC
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
28.84	10102010 43100	Professional Services	
49.37	10102010 43200	Comms And Transportation	

193.57

CHECK 76653 TOTAL: 193.57

NUMBER OF CHECKS 18 *** CASH ACCOUNT TOTAL *** 161,574.32

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	18	161,574.32

*** GRAND TOTAL *** 161,574.32

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525H 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10103		FIB Health/Flex Account									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2650	Community Health Netw	0000		EFT	04/12/2025	EHS-001949		96862	103430		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 70400000 43100	EHF		PROSERVICE		42,193.49					
							42,193.49				
						CHECK TOTAL	42,193.49				
3097	Southeastern Indiana	0000		EFT	04/10/2025	HOD31125		96473	103017		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 70400000 43100	EHF		PROSERVICE		52.01					
							52.01				
3097	Southeastern Indiana	0000		EFT	05/01/2025	0000058679		96877	103445		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 70400000 43100	EHF		PROSERVICE		822,689.27					
							822,689.27				
						CHECK TOTAL	822,741.28				
3	INVOICES					WARRANT TOTAL	864,934.77				
						CASH ACCOUNT BALANCE					
							864,934.77				
							-6,378,807.81				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4291	EE Equipment Company		0000		EFT	10/30/2024	ES11370		96838	103404	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			1,916.00				
								1,916.00			
							CHECK TOTAL	1,916.00			
283	3M Company		0000		EFT	04/04/2025	9432980687		96496	103042	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP			760.85				
								760.85			
283	3M Company		0000	22500278	EFT	02/23/2025	9432377736		96616	103166	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			3,052.17				
								3,052.17			
							CHECK TOTAL	3,813.02			
68	A&F Engineering Co LL		0000	22401403	EFT	03/23/2025	18674		96693	103250	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR			2,926.27				
	2 27084010 44200		RIFEng	INFRSTR			11,573.73				
								14,500.00			
							CHECK TOTAL	14,500.00			
316	AAA Exterminating Inc		0000		EFT	04/02/2025	675841		96447	102989	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			35.00				
								35.00			
316	AAA Exterminating Inc		0000		EFT	04/02/2025	675839		96448	102990	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			50.00				
								50.00			
316	AAA Exterminating Inc		0000		EFT	04/02/2025	675825		96449	102991	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			70.00				
								70.00			
316	AAA Exterminating Inc		0000		EFT	04/02/2025	675844		96450	102992	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			55.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							55.00			
316	AAA Exterminating Inc	0000	22500087	EFT	04/03/2025	675968		96485	103030	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			180.00			
							180.00			
316	AAA Exterminating Inc	0000	22500087	EFT	04/02/2025	675833		96489	103034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			60.00			
							60.00			
316	AAA Exterminating Inc	0000	22500087	EFT	04/05/2025	676419		96491	103036	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			30.00			
							30.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677094		96546	103093	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			55.00			
							55.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677106		96548	103095	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			60.00			
							60.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677120		96549	103096	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			60.00			
							60.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677140		96553	103098	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			80.00			
							80.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677160		96554	103101	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			45.00			
							45.00			
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677155		96555	103102	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			240.00			
							240.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677168		96557	103104		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00				
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677207		96559	103105		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00				
316	AAA Exterminating Inc	0000		EFT	04/10/2025	677193		96560	103108		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00	60.00				
316	AAA Exterminating Inc	0000		EFT	04/06/2025	676627		96698	103255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		225.00	225.00				
316	AAA Exterminating Inc	0000		EFT	04/06/2025	676641		96940	103509		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00	40.00				
						CHECK TOTAL	1,465.00				
179	Advanced Turf Solutio	0000	22500242	EFT	04/13/2025	SO1268769		96413	102953		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		2,357.24					
	2 10106193 42200		GFICPKSMNT	OPERSUP		73.80	2,431.04				
179	Advanced Turf Solutio	0000	22500296	EFT	04/26/2025	SO1273089.1		96930	103498		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		7,161.00	7,161.00				
						CHECK TOTAL	9,592.04				
163	Advocates For Childre	0000		EFT	03/11/2025	NON_PROFIT2025		96667	103220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		35,000.00	35,000.00				
						CHECK TOTAL	35,000.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
124	Airgas, Inc.	0000		EFT	04/09/2025	9159032690		96883	103451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		41.10	41.10			
124	Airgas, Inc.	0000		EFT	04/09/2025	9159032699		96884	103452	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		49.97	49.97			
						CHECK TOTAL	91.07			
629	Alfa Laval, Inc	0000	22500272	EFT	04/04/2025	285761568		96434	102976	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		3,000.00	3,000.00			
						CHECK TOTAL	3,000.00			
808	Amazon.com LLC	0000		EFT	04/03/2025	1WWF-QHFM-6677		96338	102871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		199.99	199.99			
808	Amazon.com LLC	0000		EFT	04/04/2025	1QMD-V6L3-3RPM		96420	102961	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		51.93	51.93			
808	Amazon.com LLC	0000		EFT	04/05/2025	1CTJ-TCDN-3666		96421	102962	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		35.90	35.90			
808	Amazon.com LLC	0000		EFT	04/06/2025	1K6R-KH9D-GMFF		96422	102963	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		35.90	35.90			
808	Amazon.com LLC	0000		EFT	04/09/2025	17JM-N497-4W47		96451	102994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		996.95	996.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/09/2025	1T9J-4613-4WQK		96452	102995	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		996.95	996.95			
808	Amazon.com LLC	0000		EFT	04/03/2025	1HXV-63V4-66FR		96457	103001	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		195.16	195.16			
808	Amazon.com LLC	0000		EFT	04/09/2025	1QC4-CQ14-4XHK		96476	103020	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		26.99	26.99			
808	Amazon.com LLC	0000		EFT	04/09/2025	1M9M-KPMV-9YTP		96509	103055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		42.98	42.98			
808	Amazon.com LLC	0000		EFT	04/09/2025	16NC-FV1V-9R9H		96529	103076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 42200		GRTSHD	OPERSUP		230.74	230.74			
808	Amazon.com LLC	0000		EFT	04/11/2025	1CQQ-JWF3-FYTV		96534	103081	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		5.43	5.43			
808	Amazon.com LLC	0000		EFT	04/03/2025	1WVQ-MPKV-76HP		96542	103089	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFN	OPERSUP		388.99	388.99			
808	Amazon.com LLC	0000		EFT	04/04/2025	1YMW-3QFJ-4WGC		96543	103090	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		183.15	183.15			
808	Amazon.com LLC	0000	22401415	EFT	04/06/2025	1K1C-JMKM-HDRJ		96545	103092	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		4.04				
	2 10101017 42200		GenFndCS	OPERSUP		0.00				
	3 10102010 42200		GenClerk	OPERSUP		0.00				
	4 21205058 42200		CHD	OPERSUP		4.03				

Report generated: 03/20/2025 11:05:20
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/11/2025	1KMP-QHG1-H94T	8.07	96547	103094	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			379.36			
808	Amazon.com LLC	0000		EFT	04/05/2025	1XP4-QG9L-6G7W	379.36	96565	103113	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP			31.19			
808	Amazon.com LLC	0000		EFT	04/10/2025	1N4M-Y74K-661J	31.19	96567	103115	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP			32.18			
808	Amazon.com LLC	0000		EFT	04/11/2025	1FTK-HRDC-HDFF	32.18	96642	103193	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP			9.98			
808	Amazon.com LLC	0000		EFT	04/06/2025	1TVL-JVGJ-HFNL	9.98	96660	103213	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP			379.99			
808	Amazon.com LLC	0000	22500206	EFT	04/02/2025	1HCX-YPCM-4JLQ	379.99	96684	103237	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			42.99			
808	Amazon.com LLC	0000		EFT	04/06/2025	1Q9Q-T9HL-KLXX	42.99	96687	103244	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 42200		GenBSG	OPERSUP			33.73			
808	Amazon.com LLC	0000		EFT	04/12/2025	1CLW-WP6N-PWJC	33.73	96694	103251	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP			90.25			
808	Amazon.com LLC	0000		EFT	04/12/2025	1CQQ-JWF3-RCCT	90.25	96710	103268	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP			17.61			
							17.61			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	04/13/2025	1P1P-QYGY-3FFJ		96762	103324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 42200		GenBSG	OPERSUP		63.98					
							63.98				
808	Amazon.com LLC	0000	22401203	EFT	04/02/2025	1GC9-17TW-3PWQ		96777	103337		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		217.39					
	2 10106050 42200		GenIT	OPERSUP		756.52					
	3 10106050 42200		GenIT	OPERSUP		99.96					
	4 10106050 42200		GenIT	OPERSUP		298.00					
	5 10106050 42200		GenIT	OPERSUP		21.21					
	6 60606050 42200		SewIT	OPERSUP		21.20					
	7 10106050 42200		GenIT	OPERSUP		387.97					
	8 10106050 42200		GenIT	OPERSUP		39.72					
							1,841.97				
808	Amazon.com LLC	0000		EFT	04/16/2025	1P9D-PG4Q-7WCD		96842	103409		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		90.25					
							90.25				
808	Amazon.com LLC	0000		EFT	04/18/2025	1RQ3-HDTP-X1VR		96945	103514		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		12.99					
							12.99				
808	Amazon.com LLC	0000		EFT	04/18/2025	1XNF-9K3T-WGN9		96947	103516		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		35.50					
							35.50				
						CHECK TOTAL	6,461.10				
808	Amazon.com LLC	0000	22201233	EFT	04/06/2025	13WN-R6MW-F3Y6		96688	103245		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 42200		SewEng	OPERSUP		9.13					
	2 62604010 42200		SWEng	OPERSUP		16.36					
							25.49				
						CHECK TOTAL	25.49				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22201233	EFT	04/17/2025	1GXQ-DWLQ-LGRQ		96935	103503	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		4.65				
	2 62604010 42200		SWEng	OPERSUP		8.34				
							12.99			
						CHECK TOTAL	12.99			
468	American Pump Repair	0000	22401432	EFT	04/10/2025	79728		96568	103116	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			3,440.00				
							3,440.00			
468	American Pump Repair	0000	22401432	EFT	04/10/2025	79727		96638	103187	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			6,061.00				
							6,061.00			
						CHECK TOTAL	9,501.00			
4943	Ami Webb	0000		INV	04/10/2025	31125		96481	103026	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43200		GenMayorOf	COMTRANS		33.88				
							33.88			
						CHECK TOTAL	33.88			
817	AMS Mechanical Servic	0000	22301285	EFT	04/17/2025	1426032		96868	103436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			1,608.64				
							1,608.64			
						CHECK TOTAL	1,608.64			
2938	Amy Payne	0000		EFT	03/06/2025	331158-000106		96495	103040	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		1,225.00				
							1,225.00			
						CHECK TOTAL	1,225.00			
2468	Andrew R Mork	0000	22500034	EFT	12/31/2024	2143		96778	103341	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		4,500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2468	Andrew R Mork	0000	22500034	EFT	01/31/2025	2162	4,500.00	96779	103342	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		6,000.00				
2468	Andrew R Mork	0000	22500034	EFT	12/01/2024	2127	6,000.00	96780	103343	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		4,500.00				
2468	Andrew R Mork	0000	22500034	EFT	03/03/2025	2172	4,500.00	96781	103344	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		6,000.00				
2468	Andrew R Mork	0000	22500034	EFT	03/31/2025	2182	6,000.00	96782	103345	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		6,000.00				
						CHECK TOTAL	6,000.00			
							27,000.00			
4472	Ascensus Holdings Inc	0000	22301168	EFT	03/29/2025	154660HW_202502		96478	103023	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE		2,400.00				
	2 60601013 43100		SewContr	PROSERVICE		1,000.00				
	3 62601013 43100		SWContr	PROSERVICE		600.00				
						CHECK TOTAL	4,000.00			
							4,000.00			
3153	Ashley Heckly	0000		INV	04/09/2025	96695		96695	103252	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 43200		GenExAff	COMMTRANS		294.00				
						CHECK TOTAL	294.00			
							294.00			
1144	Barnes & Thornburg, L	0000	22500121	EFT	04/06/2025	3384570		96612	103160	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		6,238.60				
	2 60601011 43100		SewMayor	PROSERVICE		1,648.78				
	3 62601011 43100		SWMayor	PROSERVICE		445.62				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							8,333.00			
						CHECK TOTAL	8,333.00			
5037	Beaty Construction, I	0000	22401374	EFT	04/17/2025	Pay#03-NPT-PB		96934	103502	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27054010 44920		GRNTEng	CAPEXP		584,438.62				
							584,438.62			
						CHECK TOTAL	584,438.62			
2764	BEC Enterprises LLC	0000	22401274	EFT	04/09/2025	INV31832		96521	103066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		72.92				
							72.92			
2764	BEC Enterprises LLC	0000	22401274	EFT	04/11/2025	INV31858		96532	103079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		102.09				
							102.09			
2764	BEC Enterprises LLC	0000	22401348	EFT	04/12/2025	INV31891		96716	103274	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		1,468.23				
							1,468.23			
2764	BEC Enterprises LLC	0000	22500299	EFT	03/31/2025	INV31646		96887	103455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE		17,899.62				
							17,899.62			
						CHECK TOTAL	19,542.86			
4313	Becky Wassermann	0000		EFT	03/15/2025	13		96686	103243	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		250.00				
							250.00			
4313	Becky Wassermann	0000		EFT	02/13/2025	9		96754	103314	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,700.00				
							1,700.00			
						CHECK TOTAL	1,950.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
592	Bernath LLC		0000	22401419	EFT	03/27/2025	76503-0001		96415	102955	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 44400		MVHPWStr	IMPROTHBUI			36,652.00			
	2	20209011 44400		LRSPWSTRT	IMPROTHBUI			1,348.00			
								38,000.00			
							CHECK TOTAL	38,000.00			
608	BL Anderson Co., Inc.		0000	22401273	EFT	04/10/2025	035100		96523	103069	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP			904.04			
								904.04			
							CHECK TOTAL	904.04			
5152	BML Graphics		0000		EFT	02/26/2025	4790-1		95975	102396	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 44920		FishersI69	CAPEXP			24,463.99			
								24,463.99			
							CHECK TOTAL	24,463.99			
725	Bose, McKinney & Evan		0000		EFT	02/07/2025	899312		96653	103205	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE			2,141.76			
								2,141.76			
725	Bose, McKinney & Evan		0000		EFT	03/13/2025	902276		96664	103217	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE			4,567.50			
								4,567.50			
725	Bose, McKinney & Evan		0000		EFT	04/10/2025	904737		96665	103218	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE			2,376.54			
								2,376.54			
725	Bose, McKinney & Evan		0000		EFT	03/13/2025	902276A		96715	103273	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21105058 43100		MNCPLHDFNB	ROSERVICE			4,780.50			
								4,780.50			
							CHECK TOTAL	13,866.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	04/02/2025	85681505		96461	103005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		150.48				
							150.48			
						CHECK TOTAL	150.48			
1874	Bountiful Bouncing En	0000	22500133	EFT	04/12/2025	39970465		96756	103318	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,920.00				
							1,920.00			
						CHECK TOTAL	1,920.00			
4038	Brain Performance LLC	0000		EFT	04/05/2025	1635		96350	102884	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		1,050.00				
							1,050.00			
						CHECK TOTAL	1,050.00			
5242	Brandon S Meeks	0000		EFT	04/12/2025	BMM031225		96589	103137	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		7,500.00				
							7,500.00			
						CHECK TOTAL	7,500.00			
567	Buckeye Power Sales C	0000		EFT	04/02/2025	PSV409375		96944	103513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		944.93				
							944.93			
						CHECK TOTAL	944.93			
737	Butler, Fairman & Seu	0000	22401326	EFT	03/24/2025	107401		96711	103269	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60804010 44200		SwConstENG	INFRSTR		485.00				
							485.00			
						CHECK TOTAL	485.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
737	Butler, Fairman & Seu	0000	22401331	EFT	03/21/2025	107289		96712	103270		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27074010 44200		PIFENG	INFRSTR		12,691.25					
							12,691.25				
						CHECK TOTAL	12,691.25				
737	Butler, Fairman & Seu	0000	22401331	EFT	03/21/2025	107288		96713	103271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27074010 44200		PIFENG	INFRSTR		640.00					
							640.00				
						CHECK TOTAL	640.00				
737	Butler, Fairman & Seu	0000	22401086	EFT	04/11/2025	107552		96845	103412		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		431.25					
	2 60604010 43100		SewEng	PROSERVICE		287.50					
							718.75				
						CHECK TOTAL	718.75				
5247	Cage Campus LLC	0000		EFT	04/01/2025	4/25Rent		96632	103180		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43100		FishersI69	PROSERVICE		14,327.83					
							14,327.83				
						CHECK TOTAL	14,327.83				
2424	CallTower Inc	0000		EFT	04/15/2025	202432825		96833	103399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		780.10					
							780.10				
						CHECK TOTAL	780.10				
1389	Central Industrial Co	0000		EFT	04/09/2025	11208		96446	102988		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,620.00					
							1,620.00				
1389	Central Industrial Co	0000	22500271	EFT	03/26/2025	11193		96663	103216		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWater	MACHEQPT		12,100.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							12,100.00				
						CHECK TOTAL	13,720.00				
828	Church, Church, Hittl	0000		EFT	03/27/2025	317490		95905	102324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101014 43100		GenEcon	PROSERVICE			450.00				
							450.00				
						CHECK TOTAL	450.00				
714	Cintas Corporation No	0000		EFT	03/30/2025	4222733390		96011	102432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE			95.26				
							95.26				
						CHECK TOTAL	95.26				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091739		96388	102923		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			38.34				
							38.34				
						CHECK TOTAL	38.34				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091787		96389	102924		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			84.03				
							84.03				
						CHECK TOTAL	84.03				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091799		96390	102925		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			58.86				
							58.86				
						CHECK TOTAL	58.86				
714	Cintas Corporation No	0000		EFT	04/04/2025	4223091960		96392	102927		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			125.07				
							125.07				
						CHECK TOTAL	125.07				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No		0000		EFT	04/04/2025	4223091976		96393	102928	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		121.56				
								121.56			
							CHECK TOTAL	121.56			
714	Cintas Corporation No		0000		EFT	04/04/2025	4223091961		96394	102929	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		36.25				
								36.25			
							CHECK TOTAL	36.25			
714	Cintas Corporation No		0000		EFT	04/04/2025	4223223666		96396	102931	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		63.73				
								63.73			
							CHECK TOTAL	63.73			
714	Cintas Corporation No		0000		EFT	04/06/2025	4223400262		96467	103011	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		192.32				
								192.32			
							CHECK TOTAL	192.32			
714	Cintas Corporation No		0000		EFT	04/06/2025	4223400163		96468	103012	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		89.74				
								89.74			
							CHECK TOTAL	89.74			
714	Cintas Corporation No		0000		EFT	04/06/2025	4223400305		96469	103013	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE		234.47				
								234.47			
							CHECK TOTAL	234.47			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	04/10/2025	4223851144		96497	103043	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43100		GenFireAdm	PROSERVICE		56.93				
								CHECK TOTAL	56.93			
									56.93			
									56.93			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851132		96613	103162	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		38.34				
								CHECK TOTAL	38.34			
									38.34			
									38.34			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851247		96614	103163	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		58.86				
								CHECK TOTAL	58.86			
									58.86			
									58.86			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851405		96615	103164	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		125.07				
								CHECK TOTAL	125.07			
									125.07			
									125.07			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851493		96617	103165	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		121.56				
								CHECK TOTAL	121.56			
									121.56			
									121.56			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851371		96619	103168	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		36.25				
								CHECK TOTAL	36.25			
									36.25			
									36.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	04/07/2025	4223400147		96626	103175	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE		95.26				
									95.26			
								CHECK TOTAL	95.26			
714	Cintas Corporation No			0000		EFT	04/11/2025	4223851123		96648	103199	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108011	43100		GenPDAdmin	PROSERVICE		140.54				
									140.54			
								CHECK TOTAL	140.54			
714	Cintas Corporation No			0000		EFT	04/12/2025	5259031405		96699	103256	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106192	42200		GFICBLDGMN	OPERSUP		148.08				
									148.08			
								CHECK TOTAL	148.08			
714	Cintas Corporation No			0000		EFT	04/14/2025	4224172001		96795	103358	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE		177.70				
									177.70			
								CHECK TOTAL	177.70			
714	Cintas Corporation No			0000		EFT	04/13/2025	4224172053		96871	103439	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		132.93				
									132.93			
								CHECK TOTAL	132.93			
714	Cintas Corporation No			0000		EFT	04/13/2025	4224172202		96876	103444	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE		192.32				
									192.32			
								CHECK TOTAL	192.32			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	04/13/2025	4224172226		96879	103447		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		234.47					
							234.47				
						CHECK TOTAL	234.47				
1574	Citizens Energy Group	0000	22500124	EFT	03/08/2025	4935520000		96831	103397		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		162.99					
							162.99				
						CHECK TOTAL	162.99				
1574	Citizens Energy Group	0000	22500124	EFT	03/10/2025	7224150000		96834	103400		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		377.37					
							377.37				
						CHECK TOTAL	377.37				
1574	Citizens Energy Group	0000	22500124	EFT	03/10/2025	8647120000		96836	103402		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		121.89					
							121.89				
						CHECK TOTAL	121.89				
2650	Community Health Netw	0000	22500187	EFT	03/31/2025	FIN-008309		96538	103085		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		2,500.00					
							2,500.00				
2650	Community Health Netw	0000		EFT	04/05/2025	EHS-001926		96646	103197		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		1,767.50					
							1,767.50				
						CHECK TOTAL	4,267.50				
911	Conner Prairie Museum	0000		EFT	04/10/2025	NON_PROFIT2025		96666	103219		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		75,000.00					
							75,000.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	75,000.00			
1295	CoStar Realty Informa	0000	22401070	EFT	03/20/2025	121892883		96689	103246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		11,599.56				
							11,599.56			
						CHECK TOTAL	11,599.56			
4657	Crayon Software Exper	0000	22500223	EFT	04/11/2025	3154339		96835	103401	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		5,011.10				
							5,011.10			
						CHECK TOTAL	5,011.10			
680	Crossroad Engineers,	0000	22400019	EFT	04/03/2025	250239		96537	103083	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		2,100.00				
							2,100.00			
680	Crossroad Engineers,	0000	22400019	EFT	03/08/2025	250134		96636	103184	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		948.00				
							948.00			
						CHECK TOTAL	3,048.00			
2485	Crown Castle Internat	0000	22500048	EFT	03/30/2025	1780124		96837	103403	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		6,029.93				
	2 60606050 43100		SewIT	PROSERVICE		1,130.61				
	3 62606050 43100		SWIT	PROSERVICE		376.87				
							7,537.41			
						CHECK TOTAL	7,537.41			
4829	Culligan Ultrapure In	0000		EFT	04/10/2025	0900709968		96510	103056	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		98.41				
							98.41			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4829	Culligan Ultrapure In		0000		EFT	04/11/2025	0900710832		96620	103169	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 43100		GenFndCS	PROSERVICE			30.00			
	2	10101013 43100		GenContr	PROSERVICE			30.00			
	3	10102010 43100		GenClerk	PROSERVICE			15.43			
								75.43			
							CHECK TOTAL	173.84			
2645	CureMD.com, Inc		0000		EFT	03/31/2025	500164683		96691	103248	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27155058 43100		HDVFC	PROSERVICE			871.00			
								871.00			
							CHECK TOTAL	871.00			
2435	CVK LLC		0000		EFT	04/01/2025	4/25Rent		96552	103100	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43700		FishersI69	RENTALS			36,719.15			
								36,719.15			
							CHECK TOTAL	36,719.15			
5237	Darren L Higginbotham		0000		EFT	12/15/2024	112024.FPD		96383	102918	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSpprt	PROSERVICE			1,200.00			
								1,200.00			
5237	Darren L Higginbotham		0000		EFT	03/30/2025	022825.FPD.KC		96384	102919	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108011 43100		GenPDAdmin	PROSERVICE			225.00			
								225.00			
							CHECK TOTAL	1,425.00			
2635	De Lage Landen Financ		0000	22500304	EFT	02/01/2025	588951582		96941	103510	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE			37,658.69			
	2	60606050 43100		SewIT	PROSERVICE			7,061.00			
	3	62606050 43100		SWIT	PROSERVICE			2,353.67			
								47,073.36			
							CHECK TOTAL	47,073.36			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5244	Douglas Dynamics Inc		0000		EFT	03/19/2025	416672		96533	103080	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP		200.82	200.82			
5244	Douglas Dynamics Inc		0000		EFT	04/02/2025	417799		96539	103086	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP		443.13	443.13			
5244	Douglas Dynamics Inc		0000		EFT	03/20/2025	416657		96540	103087	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP		222.11	222.11			
							CHECK TOTAL	866.06			
3720	DOXIM UTILITEC LLC		0000		EFT	03/30/2025	INV029190		96551	103099	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601016 43300		SewPR	PRINTADVER		858.05				
	2	60601013 43100		SewContr	PROSERVICE		6,400.55	7,258.60			
							CHECK TOTAL	7,258.60			
4535	EAM Solutions LLC		0000	22401076	EFT	04/04/2025	H912517		96763	103325	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60601012 43100		BSGSWR	PROSERVICE		2,127.50	2,127.50			
							CHECK TOTAL	2,127.50			
1900	Earthworks Lawncare I		0000	22500261	EFT	03/18/2025	25923		96826	103391	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks PROSERVICE			2,500.00	2,500.00			
1900	Earthworks Lawncare I		0000		EFT	03/18/2025	25924		96865	103433	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks PROSERVICE			800.00	800.00			
							CHECK TOTAL	3,300.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
476	Element Materials Tec			0000		EFT	04/16/2025	25-172945		96863	103431	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPW	WaterPROSERVICE		130.60				
									130.60			
								CHECK TOTAL	130.60			
3280	EMBR Designs LLC			0000		EFT	04/05/2025	0000281		96644	103195	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101016	43100		GenPR	PROSERVICE		500.00				
									500.00			
								CHECK TOTAL	500.00			
1902	enCodePlus LLC			0000	22500293	EFT	05/01/2025	2937		96764	103326	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101012	43100		GenBSG	PROSERVICE		5,500.00				
									5,500.00			
								CHECK TOTAL	5,500.00			
5238	Eric Joel Salazer			0000		EFT	04/17/2025	FM031725		96750	103310	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE		5,400.00				
									5,400.00			
								CHECK TOTAL	5,400.00			
514	EWT Holdings III Corp			0000	22401429	EFT	04/25/2025	906923002		96406	102942	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		SewPW	WaterOPERSUP		16,039.75				
									16,039.75			
								CHECK TOTAL	16,039.75			
4400	Eye 4 Group			0000		EFT	03/22/2025	10367		96470	103014	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPW	Parks PROSERVICE		1,087.50				
									1,087.50			
								CHECK TOTAL	1,087.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5050	Fire House Innovation	0000	22401311	EFT	01/04/2025	1935		96791	103354	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		3,195.00				
							3,195.00			
5050	Fire House Innovation	0000	22401310	EFT	01/04/2025	1937		96792	103355	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		3,000.00				
							3,000.00			
						CHECK TOTAL	6,195.00			
5248	Fishers Youth Initiat	0000		EFT	04/10/2025	NON_PROFIT2025		96674	103227	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		90,000.00				
							90,000.00			
						CHECK TOTAL	90,000.00			
1193	Fluid Waste Services,	0000	22401436	EFT	04/12/2025	67053		96969	103541	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		4,043.25				
							4,043.25			
						CHECK TOTAL	4,043.25			
1211	FormSpring LLC	0000	22500241	EFT	04/01/2025	INV01203982		96765	103327	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		4,860.31				
							4,860.31			
						CHECK TOTAL	4,860.31			
1196	Frey Water Conditioni	0000		EFT	04/04/2025	126858260		96361	102895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		89.90				
							89.90			
						CHECK TOTAL	89.90			
1196	Frey Water Conditioni	0000		EFT	04/05/2025	126857462		96525	103071	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		75.15				
							75.15			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	75.15				
1196	Frey Water Conditioni	0000		EFT	04/04/2025	126807120		96682	103235		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		83.50					
						CHECK TOTAL	83.50				
4659	GHA Technologies Inc	0000		EFT	04/03/2025	11463800		96526	103072		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			1,819.00					
							1,819.00				
4659	GHA Technologies Inc	0000		EFT	04/05/2025	11464177		96528	103075		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			206.00					
							206.00				
4659	GHA Technologies Inc	0000	22500188	EFT	03/27/2025	11464802		96840	103407		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		862.00					
							862.00				
4659	GHA Technologies Inc	0000	22500188	EFT	03/27/2025	11464381		96841	103408		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		204.00					
							204.00				
4659	GHA Technologies Inc	0000	22500188	EFT	03/21/2025	11463059		96843	103410		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		612.00					
							612.00				
4659	GHA Technologies Inc	0000	22500188	EFT	04/12/2025	11465730		96844	103411		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		118.50					
	2 60606050 42200		SewIT	OPERSUP		118.50					
							237.00				
						CHECK TOTAL	3,940.00				
1616	Samantha Gillespie	0000		INV	04/16/2025	96867		96867	103435		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43200		GenFireAdm	COMMTRANS		39.62					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							39.62				
						CHECK TOTAL	39.62				
4277	GPB Realty LP	0000	22500289	EFT	03/12/2025	3.11.25letter		96676	103229		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE				2,041.25				
							2,041.25				
						CHECK TOTAL	2,041.25				
5197	Grammarly Inc	0000	22500248	EFT	03/23/2025	32984		96766	103328		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG PROSERVICE				4,500.00				
							4,500.00				
						CHECK TOTAL	4,500.00				
2776	Great Lakes Ace Hardw	0000		EFT	03/25/2025	3231/61		96503	103049		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP				12.03				
							12.03				
						CHECK TOTAL	12.03				
4301	GuidePoint Security L	0000	22500008	EFT	04/09/2025	INV103252		96849	103417		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT PROSERVICE				65,111.79				
	2 62606050 43100		SWIT PROSERVICE				11,490.32				
							76,602.11				
						CHECK TOTAL	76,602.11				
4899	HAE Fields LLC	0000		EFT	04/08/2025	1309		96435	102977		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055010 43100		FireGrant PROSERVICE				303.59				
							303.59				
						CHECK TOTAL	303.59				
3798	Hageman Investments L	0000	22500199	EFT	04/05/2025	2025B		96408	102944		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild PROSERVICE				4,230.00				
							4,230.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,230.00			
5239	Hamilton County Artis	0000		EFT	04/12/2025	HCAA031225		96590	103138	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		2,000.00				
							2,000.00			
						CHECK TOTAL	2,000.00			
1488	Hamilton County Econo	0000	22500290	EFT	04/17/2025	HCEDC031725		96749	103309	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 43100		GenEcon	PROSERVICE		2,500.00				
							2,500.00			
						CHECK TOTAL	2,500.00			
1431	Hamilton Southeastern	0000	22500262	EFT	04/03/2025	02282025		96647	103198	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,072.41				
	2 10106010 42221		GenFleet	FUEL		3,644.58				
	3 20106010 42221		MVHFleet	FUEL		2,484.00				
	4 60606010 42221		SewFleet	FUEL		245.10				
							7,446.09			
						CHECK TOTAL	7,446.09			
3718	HD Supply Inc	0000	22400407	EFT	04/06/2025	INV00645212		96436	102978	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			377.71				
							377.71			
3718	HD Supply Inc	0000	22400407	EFT	04/06/2025	INV00644878		96437	102979	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			475.28				
							475.28			
3718	HD Supply Inc	0000	22400407	EFT	04/12/2025	INV00650785		96708	103266	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			485.66				
							485.66			
3718	HD Supply Inc	0000	22400407	EFT	04/12/2025	INV00650934		96709	103267	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			446.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3718	HD Supply Inc	0000	22400407	EFT	04/16/2025	INV00652843	446.22	96869	103437		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP				449.68				
						CHECK TOTAL	449.68				
							2,234.55				
844	Heritage Crystal Clea	0000		EFT	02/15/2025	19116347		96372	102906		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109013 43100		GenPWParks PROSERVICE				450.00				
							450.00				
844	Heritage Crystal Clea	0000		EFT	04/09/2025	19207380		96471	103015		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109012 43100		GenPWBuild PROSERVICE				1,905.21				
						CHECK TOTAL	1,905.21				
							2,355.21				
1238	Hittle Landscaping In	0000	22500113	EFT	03/24/2025	218417		96633	103181		
ACCOUNT DETAIL						LINE AMOUNT					
1	20109011 43100		MVHPWStr PROSERVICE				4,526.57				
							4,526.57				
1238	Hittle Landscaping In	0000	22500088	EFT	03/27/2025	218419		96673	103226		
ACCOUNT DETAIL						LINE AMOUNT					
1	20109011 43100		MVHPWStr PROSERVICE				11,567.46				
						CHECK TOTAL	11,567.46				
							16,094.03				
1412	Hoosier Fire Equipmen	0000		EFT	03/28/2025	122416		96882	103450		
ACCOUNT DETAIL						LINE AMOUNT					
1	10105013 43100		GenLogist PROSERVICE				1,055.80				
							1,055.80				
1412	Hoosier Fire Equipmen	0000	22401285	EFT	03/30/2025	122446		96975	103546		
ACCOUNT DETAIL						LINE AMOUNT					
1	10105015 42200		GenSafeTr OPERSUP				11,658.50				
						CHECK TOTAL	11,658.50				
							12,714.30				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
708	Hoosier Portable Rest	0000		EFT	03/31/2025	69277		96790	103353		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		200.00					
							200.00				
						CHECK TOTAL	200.00				
1805	Identisys Incorporate	0000		EFT	04/06/2025	707631		96850	103418		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		918.17					
							918.17				
1805	Identisys Incorporate	0000		EFT	04/06/2025	707650-R		96851	103419		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		272.65					
							272.65				
						CHECK TOTAL	1,190.82				
3068	Impact Rescue LLC	0000	22500279	EFT	12/04/2024	1552		96618	103167		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		4,495.00					
							4,495.00				
						CHECK TOTAL	4,495.00				
2770	Incentive Services In	0000	22500197	EFT	03/30/2025	00125576		96866	103434		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		420.57					
	2 60601011 43100		SewMayor	PROSERVICE		513.62					
							934.19				
						CHECK TOTAL	934.19				
38	Indiana Nursery And L	0000		EFT	02/22/2025	IGE24-01232025-0238		96796	103359		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		1,952.00					
							1,952.00				
						CHECK TOTAL	1,952.00				
1543	Indiana Oxygen Compan	0000		EFT	03/30/2025	10592523		96498	103044		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		175.84					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							175.84			
1543	Indiana Oxygen Compan	0000		EFT	03/30/2025	10592486		96562	103110	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				43.68			
							43.68			
1543	Indiana Oxygen Compan	0000		EFT	03/26/2025	10583548		96772	103334	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP				486.53			
							486.53			
1543	Indiana Oxygen Compan	0000		EFT	03/26/2025	10583540		96773	103336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP				138.50			
							138.50			
						CHECK TOTAL	844.55			
5052	Indiana Roof Cleaning	0000	22500221	EFT	04/13/2025	50467		96825	103389	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				20,800.00			
							20,800.00			
						CHECK TOTAL	20,800.00			
2399	Indiana Testing Inc	0000		EFT	04/06/2025	139191		96433	102975	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater PROSERVICE				70.00			
							70.00			
2399	Indiana Testing Inc	0000		EFT	02/16/2025	136058		96880	103448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				80.00			
							80.00			
						CHECK TOTAL	150.00			
793	Indiana Underground P	0000		EFT	04/07/2025	INV-12288		96423	102964	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 43100		SWPI PROSERVICE				1,815.45			
							1,815.45			
						CHECK TOTAL	1,815.45			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2615	Indiana Vital Records	0000		EFT	03/31/2025	MbrDues'25_BH		96530	103077		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		35.00					
						CHECK TOTAL	35.00				
							35.00				
							35.00				
2141	Info Tech Inc	0000	22500232	EFT	03/27/2025	INV93135		96767	103329		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		13,500.00					
						CHECK TOTAL	13,500.00				
							13,500.00				
							13,500.00				
2104	Innovative Edit Inc	0000		EFT	01/20/2025	2024466		96650	103201		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		16,000.00					
						CHECK TOTAL	16,000.00				
							16,000.00				
							16,000.00				
3256	Jeffery Meyer	0000		EFT	03/16/2025	044545		96483	103028		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 43100		SewFleet	PROSERVICE		717.44					
							717.44				
3256	Jeffery Meyer	0000	22401223	EFT	03/14/2025	044563		96484	103029		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		54.37					
							54.37				
3256	Jeffery Meyer	0000	22401223	EFT	03/16/2025	044566		96487	103032		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		94.90					
							94.90				
3256	Jeffery Meyer	0000		EFT	03/16/2025	044568		96493	103038		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606010 42200		SWFleet	OPERSUP		1,359.26					
							1,359.26				
3256	Jeffery Meyer	0000		EFT	03/28/2025	044628		96494	103039		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606010 42200		SWFleet	OPERSUP		19.07					
							19.07				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT:		99900000	10100	APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	Jeffery Meyer			0000		EFT	03/16/2025	044555		96524	103070	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		SewPWWaterOPERSUP			43.59	43.59			
3256	Jeffery Meyer			0000	22500298	EFT	04/03/2025	03032025		96886	103454	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42200		MVHFleet	OPERSUP		28,216.89				
	2	20106010	43100		MVHFleet	PROSERVICE		15,665.93	43,882.82			
3256	Jeffery Meyer			0000	22500301	EFT	04/03/2025	03032025-1		96889	103457	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP		3,525.08				
	2	10106010	43100		GenFleet	PROSERVICE		17,806.38	21,331.46			
3256	Jeffery Meyer			0000	22500297	EFT	04/03/2025	03032025-2		96890	103458	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP		23,447.88				
	2	10106010	43100		GenFleet	PROSERVICE		13,469.06	36,916.94			
								CHECK TOTAL	104,419.85			
5241	Ji-Eun Lee Music Acad			0000		EFT	04/12/2025	JELMA031225		96591	103139	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE		4,000.00				
								CHECK TOTAL	4,000.00	4,000.00		
5240	Johnson Simon			0000		EFT	04/12/2025	ABJS031225		96610	103140	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE		7,500.00				
								CHECK TOTAL	7,500.00	7,500.00		
4398	Kacy Brobst			0000		INV	04/07/2025	3725		96527	103073	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21105058	43200		MNCPLHDFNDOMMTRANS			43.61	43.61			
								CHECK TOTAL	43.61	43.61		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4518	Keystone Cooperative	0000	22401225	EFT	03/25/2025	201605728		96701	103259	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,421.46				
							1,421.46			
4518	Keystone Cooperative	0000	22401225	EFT	04/25/2025	201605860		96702	103261	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		3,222.60				
							3,222.60			
4518	Keystone Cooperative	0000	22401225	EFT	04/25/2025	201605884		96704	103262	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		729.65				
							729.65			
4518	Keystone Cooperative	0000	22500300	EFT	04/25/2025	201303513		96888	103456	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		19,760.51				
	2 20106010 42221		MVHFleet	FUEL		1,356.48				
	3 60606010 42221		SewFleet	FUEL		964.42				
	4 62606010 42221		SWFleet	FUEL		336.69				
							22,418.10			
						CHECK TOTAL	27,791.81			
4885	Keystone Realty Group	0000		EFT	03/07/2025	004		96419	102959	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60800000 44920		SewConstru	CAPEXP		64,869.80				
							64,869.80			
						CHECK TOTAL	64,869.80			
150	Kirby Risk Corporatio	0000		EFT	04/30/2025	S210732393.001		96321	102851	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		83.32				
							83.32			
						CHECK TOTAL	83.32			
4839	KM Specialty Pumps In	0000	22401271	EFT	04/05/2025	46188		96431	102973	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		1,000.00				
							1,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,000.00			
218	Lifeline Data Centers	0000	22500037	EFT	03/31/2025	36123		96852	103420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			2,427.69			
	2 60606050 43100		SewIT	PROSERVICE			342.36			
	3 62606050 43100		SWIT	PROSERVICE			342.36			
							3,112.41			
						CHECK TOTAL	3,112.41			
1007	Lochmueller Group, In	0000	22400940	EFT	03/28/2025	200098		96717	103275	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27054010 44200		GRNTEng	INFRSTR			28,138.50			
							28,138.50			
						CHECK TOTAL	28,138.50			
289	Macallister Machinery	0000		EFT	03/20/2025	S9567474		96418	102958	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			1,993.89			
							1,993.89			
289	Macallister Machinery	0000	22401341	EFT	04/13/2025	R64623852405		96730	103290	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			68.50			
	2 20109011 43100		MVHPWStr	PROSERVICE			14.07			
							82.57			
289	Macallister Machinery	0000		EFT	03/14/2025	S9557694A		96757	103319	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			766.95			
							766.95			
289	Macallister Machinery	0000		EFT	03/26/2025	S9600403		96759	103321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			-766.95			
							-766.95			
289	Macallister Machinery	0000		EFT	03/26/2025	MS9602437		96760	103322	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			252.00			
							252.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
289	Macallister Machinery		0000	22500302	EFT	04/11/2025	S9656850		96885	103453	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 43100		MVHFleet	PROSERVICE		2,217.92				
								2,217.92			
							CHECK TOTAL	4,546.38			
4676	MBSA Events Inc		0000	22500294	EFT	09/06/2024	5644		96872	103441	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 43100		GenParks	PROSERVICE		5,000.00				
								5,000.00			
							CHECK TOTAL	5,000.00			
2236	McKesson Medical-Surg		0000		EFT	04/17/2025	76383198		96939	103508	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21205058 42200		CHD	OPERSUP		8,739.66				
								8,739.66			
							CHECK TOTAL	8,739.66			
232	McMaster-Carr Supply		0000		EFT	03/27/2025	41578460		96168	102594	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP		42.30				
								42.30			
232	McMaster-Carr Supply		0000		EFT	04/12/2025	42288280		96714	103272	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP		92.02				
								92.02			
232	McMaster-Carr Supply		0000		EFT	04/12/2025	42312153		96758	103320	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		112.93				
								112.93			
							CHECK TOTAL	247.25			
542	Melissa Kaye Brennema		0000	22400975	EFT	04/06/2025	1335		96856	103424	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		2,422.50				
	2	60606050 43100		SewIT	PROSERVICE		1,009.38				
	3	62606050 43100		SWIT	PROSERVICE		605.62				
								4,037.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,037.50			
266	Menard Inc	0000		EFT	03/29/2025	95430		96164	102590	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			84.99				
							84.99			
266	Menard Inc	0000		EFT	03/19/2025	94961		96165	102591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN0PERSUP			211.82				
							211.82			
266	Menard Inc	0000		EFT	03/30/2025	95470		96170	102596	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT0PERSUP			1,563.84				
							1,563.84			
266	Menard Inc	0000		EFT	03/30/2025	95471		96171	102597	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT0PERSUP			7.73				
							7.73			
266	Menard Inc	0000		EFT	04/02/2025	95599		96319	102849	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN0PERSUP			6.94				
							6.94			
266	Menard Inc	0000		EFT	04/02/2025	95594		96323	102853	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT0PERSUP			32.50				
							32.50			
266	Menard Inc	0000		EFT	04/04/2025	95684		96399	102934	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT0PERSUP			508.40				
							508.40			
266	Menard Inc	0000		EFT	04/05/2025	95752		96454	102997	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			7.85				
							7.85			
266	Menard Inc	0000		EFT	04/05/2025	95743		96458	103002	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT0PERSUP			93.74				
							93.74			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	04/06/2025	95796		96459	103003		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			134.97	134.97				
266	Menard Inc	0000		EFT	04/09/2025	95908		96477	103021		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			72.42	72.42				
266	Menard Inc	0000	22401272	EFT	04/10/2025	95961		96541	103088		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			10.45	10.45				
266	Menard Inc	0000		EFT	04/11/2025	96026		96621	103170		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr OPERSUP			829.52	829.52				
266	Menard Inc	0000		EFT	04/11/2025	96028		96622	103171		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr OPERSUP			41.52	41.52				
266	Menard Inc	0000	22401272	EFT	04/11/2025	96018.2025		96629	103177		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			99.99	99.99				
266	Menard Inc	0000		EFT	04/10/2025	95977		96657	103209		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			64.90	64.90				
266	Menard Inc	0000		EFT	04/10/2025	95945		96659	103211		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			86.20	86.20				
266	Menard Inc	0000		EFT	04/10/2025	95980		96681	103234		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks OPERSUP			9.18	9.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	02/26/2025	94078		96683	103236		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		196.03	196.03				
266	Menard Inc	0000		EFT	04/12/2025	96059		96697	103254		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		74.14	74.14				
266	Menard Inc	0000		EFT	04/12/2025	96055		96719	103277		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		130.88	130.88				
266	Menard Inc	0000		EFT	04/13/2025	96118		96786	103349		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		137.93	137.93				
266	Menard Inc	0000		EFT	04/13/2025	96112		96827	103390		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		219.56					
	2 10106193 42200		GFICPKSMNT	OPERSUP		117.50	337.06				
266	Menard Inc	0000		EFT	04/16/2025	96254		96830	103395		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		1,192.32	1,192.32				
266	Menard Inc	0000	22401272	EFT	04/16/2025	96247		96864	103432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		64.75	64.75				
266	Menard Inc	0000		EFT	04/17/2025	96298		96898	103466		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		53.64	53.64				
						CHECK TOTAL	6,053.71				
5195	MES I Acquisition Inc	0000		EFT	04/11/2025	IN2217705		96516	103062		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		474.99					

Report generated: 03/20/2025 11:05:20
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							474.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216401		96651	103204	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,089.99				
							1,089.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216405		96654	103206	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,089.99				
							1,089.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216399		96655	103207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,089.99				
							1,089.99			
5195	MES I Acquisition Inc	0000		EFT	04/09/2025	IN2216406		96656	103208	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		217.54				
							217.54			
						CHECK TOTAL	3,962.50			
251	Metal Man LLC	0000		EFT	03/05/2025	1052285		96536	103082	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		230.89				
							230.89			
						CHECK TOTAL	230.89			
3288	Midwest Fiber Holding	0000	22401201	EFT	03/30/2025	E-2503012789693		96839	103405	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,225.00				
							3,225.00			
						CHECK TOTAL	3,225.00			
254	Miller's Autobody, In	0000		EFT	03/16/2025	21183280		96414	102954	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		1,637.00				
							1,637.00			
						CHECK TOTAL	1,637.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2252	Millers Towing and Tr	0000		EFT	04/07/2025	191360		96417	102957		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		70.00					
							70.00				
2252	Millers Towing and Tr	0000		EFT	04/12/2025	191464		96566	103114		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		285.00					
							285.00				
2252	Millers Towing and Tr	0000		EFT	04/19/2025	191685		96959	103530		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		76.00					
							76.00				
						CHECK TOTAL	431.00				
5246	Mohamed Amin	0000		EFT	04/12/2025	LITC031225		96570	103118		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		7,500.00					
							7,500.00				
						CHECK TOTAL	7,500.00				
845	Multi Service Technol	0000		EFT	03/30/2025	991-1-83992		96430	102972		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			242.99					
							242.99				
845	Multi Service Technol	0000		EFT	04/10/2025	991-1-83730		96625	103174		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		200.00					
							200.00				
845	Multi Service Technol	0000		EFT	04/16/2025	991-1-84555		96846	103413		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			224.99					
							224.99				
						CHECK TOTAL	667.98				
903	NCH Corporation	0000		EFT	03/21/2025	9070922		96661	103214		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,808.26					
							1,808.26				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,808.26			
2716	Nelson & Co LLC	0000		EFT	04/05/2025	SI170438		96405	102941	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			24.48			
							24.48			
2716	Nelson & Co LLC	0000		EFT	04/06/2025	SI170470		96428	102970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			8.20			
							8.20			
2716	Nelson & Co LLC	0000	22400125	EFT	02/19/2025	SI168914		96438	102980	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			687.05			
							687.05			
2716	Nelson & Co LLC	0000		EFT	02/16/2025	SI168822		96439	102981	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			15.00			
							15.00			
2716	Nelson & Co LLC	0000		EFT	02/17/2025	SI168883		96440	102982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			7.80			
							7.80			
2716	Nelson & Co LLC	0000		EFT	05/17/2025	SC162576		96441	102983	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			-40.60			
							-40.60			
2716	Nelson & Co LLC	0000		EFT	04/10/2025	SI170538		96499	103045	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			36.96			
							36.96			
2716	Nelson & Co LLC	0000		EFT	04/10/2025	SI170543		96500	103047	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			133.96			
							133.96			
2716	Nelson & Co LLC	0000		EFT	04/10/2025	SI170564		96501	103048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42231		GenExAff	UNIFORMS			209.97			
							209.97			

Report generated: 03/20/2025 11:05:20
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	04/13/2025	SI170707		96787	103350		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		155.80					
							155.80				
2716	Nelson & Co LLC	0000		EFT	04/13/2025	SI170725		96788	103351		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		121.16					
							121.16				
						CHECK TOTAL	1,359.78				
4987	Norcon Incorporated	0000	22401175	EFT	02/07/2025	2024118		96680	103233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		37,968.14					
	2 10107010 44200		GenParks	INFRSTR		0.00					
	3 10107010 44300		GenParks	BUILDINGS		0.00					
	4 27077010 44300		ParkImpPrk	BUILDINGS		0.00					
	5 27077010 44920		ParkImpPrk	CAPEXP		0.00					
	6 40207010 44300		Parks	BUILDINGS		0.00					
	7 40207010 44920		Parks	CAPEXP		0.00					
							37,968.14				
4987	Norcon Incorporated	0000	22401175	EFT	04/02/2025	2024118-003		96752	103312		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		63,190.96					
	2 10107010 44200		GenParks	INFRSTR		10,110.52					
	3 10107010 44300		GenParks	BUILDINGS		18,233.94					
	4 27077010 44300		ParkImpPrk	BUILDINGS		11,106.44					
	5 27077010 44920		ParkImpPrk	CAPEXP		100,473.67					
	6 40207010 44300		Parks	BUILDINGS		7,667.51					
	7 40207010 44920		Parks	CAPEXP		40,333.34					
							251,116.38				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4987	Norcon Incorporated		0000	22401175	EFT	03/13/2025	2024118-002		96753	103313	
ACCOUNT DETAIL							LINE AMOUNT				
1	10107010 43100		GenParks	PROSERVICE			15,873.52				
2	10107010 44200		GenParks	INFRSTR			2,539.75				
3	10107010 44300		GenParks	BUILDINGS			4,580.35				
4	27077010 44300		ParkImpPrk	BUILDINGS			2,789.93				
5	27077010 44920		ParkImpPrk	CAPEXP			25,238.90				
6	40207010 44300		Parks	BUILDINGS			1,926.07				
7	40207010 44920		Parks	CAPEXP			10,131.70				
								63,080.22			
							CHECK TOTAL	352,164.74			
2184	North American Rescue		0000	22401315	EFT	04/13/2025	IN880471		96789	103352	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 42200		GenEMS	OPERSUP			417.00				
								417.00			
							CHECK TOTAL	417.00			
335	Office Three Sixty In		0000		EFT	04/04/2025	3114818		96424	102965	
ACCOUNT DETAIL							LINE AMOUNT				
1	10103011 42200		GenPI	OPERSUP			132.38				
								132.38			
							CHECK TOTAL	132.38			
99995	HEALTH OPTIONS PROGRA		0000		INV	04/09/2025	FD2024-00001950:1		96511	103057	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 36000		GenEMS	OTHEREV			96.23				
								96.23			
							CHECK TOTAL	96.23			
99995	J C JENKINS		0000		INV	04/09/2025	FD2024-00005364:1		96515	103061	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105012 36000		GenEMS	OTHEREV			44.28				
								44.28			
							CHECK TOTAL	44.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99995	RAELENE MUTZ		0000		INV	04/06/2025	FD2025-00000077:1		96518	103064	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		36.00				
							CHECK TOTAL	36.00			
								36.00			
								36.00			
99995	ROSALYN K BROWN		0000		INV	04/04/2025	FD2024-00006850:1		96517	103063	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		759.50				
							CHECK TOTAL	759.50			
								759.50			
								759.50			
99995	THE GLEDA R COLLEY LI		0000		INV	03/26/2025	FD2024-00002137:1		96512	103058	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		535.12				
							CHECK TOTAL	535.12			
								535.12			
								535.12			
99995	UNITED HEALTHCARE COM		0000		INV	04/05/2025	FD2024-00004897:1		96513	103059	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43901		GenEMS	REFUNDS		75.22				
							CHECK TOTAL	75.22			
								75.22			
								75.22			
99995	UNITED HEALTHCARE COM		0000		INV	04/06/2025	FD2025-90000307:1		96519	103065	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		126.70				
							CHECK TOTAL	126.70			
								126.70			
								126.70			
99995	UNITED HEALTHCARE INS		0000		INV	04/09/2025	FD2025-90000658:1		96520	103067	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		402.02				
							CHECK TOTAL	402.02			
								402.02			
								402.02			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2470	OnPoint Hub & Spoke L	0000		EFT	04/01/2025	4/25Rent		96556	103103	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		38,763.59				
						CHECK TOTAL	38,763.59			
							38,763.59			
3198	Outdoor Home Services	0000	22500270	EFT	03/25/2025	204881072		96928	103496	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		76.68				
						CHECK TOTAL	76.68			
							76.68			
4484	OVG Media & Conferenc	0000		EFT	04/15/2025	151126		96774	103338	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		648.00				
						CHECK TOTAL	648.00			
							648.00			
3972	Parker Fence LLC3	0000	22500150	EFT	04/03/2025	11150		96643	103194	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		1,700.00				
	2 20109011 43100		MVHPWStr	PROSERVICE		600.00				
							2,300.00			
3972	Parker Fence LLC3	0000	22500101	EFT	04/03/2025	6010		96649	103200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		2,700.00				
							2,700.00			
3972	Parker Fence LLC3	0000	22500264	EFT	04/09/2025	10410		96731	103291	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 44400		GenPWBuild	IMPROTHBUI		18,950.00				
						CHECK TOTAL	18,950.00			
							23,950.00			
4035	People Driven Technol	0000		EFT	04/10/2025	INV18678		96853	103421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,217.50				
						CHECK TOTAL	1,217.50			
							1,217.50			
							1,217.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
384	Pinnacle Partners Inc	0000	22401247	EFT	04/09/2025	52676		96854	103422		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106050 43100	GenIT	PROSERVICE			3,381.00					
2	60606050 43100	SewIT	PROSERVICE			1,449.00					
							4,830.00				
CHECK TOTAL							4,830.00				
366	Plumbers Supply Compa	0000		EFT	04/25/2025	91067836		96409	102945		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106192 42200	GFICBLDGMN	OPERSUP			409.82					
							409.82				
366	Plumbers Supply Compa	0000		EFT	04/25/2025	91077351		96822	103386		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106192 42200	GFICBLDGMN	OPERSUP			30.10					
							30.10				
366	Plumbers Supply Compa	0000		EFT	04/25/2025	91077845		96829	103394		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106192 42200	GFICBLDGMN	OPERSUP			1,308.87					
							1,308.87				
CHECK TOTAL							1,748.79				
379	PPG Architectural Fin	0000	22500177	EFT	04/06/2025	472953		96460	103004		
ACCOUNT DETAIL						LINE AMOUNT					
1	20106191 42200	MVHICSRTS	OPERSUP			5,821.89					
							5,821.89				
CHECK TOTAL							5,821.89				
4207	Propio LS LLC	0000		EFT	03/30/2025	0193840225		96768	103330		
ACCOUNT DETAIL						LINE AMOUNT					
1	10101012 43100	GenBSG	PROSERVICE			34.31					
							34.31				
4207	Propio LS LLC	0000		EFT	03/30/2025	0197550225		96769	103331		
ACCOUNT DETAIL						LINE AMOUNT					
1	10101012 43100	GenBSG	PROSERVICE			46.75					
							46.75				
CHECK TOTAL							81.06				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3328	Proveli LLC	0000	22500176	EFT	04/11/2025	122554		96729	103288		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			2,807.90					
							2,807.90				
3328	Proveli LLC	0000	22500295	EFT	03/29/2025	123504		96911	103479		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			3,985.02					
							3,985.02				
						CHECK TOTAL	6,792.92				
374	PVS Nolwood Chemicals	0000	22401087	EFT	03/31/2025	23927058		96407	102943		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			11,894.58					
							11,894.58				
374	PVS Nolwood Chemicals	0000	22401087	EFT	04/16/2025	23927836		96761	103323		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			11,758.29					
							11,758.29				
						CHECK TOTAL	23,652.87				
4953	Rachael Coverdale	0000		EFT	03/27/2025	3728		96639	103188		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf PROSERVICE			8,000.00					
							8,000.00				
						CHECK TOTAL	8,000.00				
428	Ray O'Herron Co., Inc	0000		EFT	04/09/2025	2398964		96453	102996		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSppt OPERSUP			1,280.00					
							1,280.00				
						CHECK TOTAL	1,280.00				
433	RCS Contractor Suppli	0000		EFT	04/17/2025	1076		96913	103481		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			338.16					
							338.16				
						CHECK TOTAL	338.16				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4321	RecordsPro Net LLC	0000		EFT	04/11/2025	101820		96891	103459	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			120.00				
							120.00			
						CHECK TOTAL	120.00			
422	Reynolds Farm Equipme	0000		EFT	03/30/2025	P22106		96416	102956	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet OPERSUP			1,591.93				
							1,591.93			
422	Reynolds Farm Equipme	0000		EFT	04/06/2025	P22789		96455	102998	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			575.04				
							575.04			
422	Reynolds Farm Equipme	0000		EFT	04/10/2025	P23266		96507	103053	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			147.45				
							147.45			
						CHECK TOTAL	2,314.42			
2697	Shares Inc	0000		EFT	04/07/2025	13283		96531	103078	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater PROSERVICE			500.00				
							500.00			
						CHECK TOTAL	500.00			
466	Sharp Printing Servic	0000		EFT	04/10/2025	107049		96564	103112	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 42200		GenEcon OPERSUP			80.00				
							80.00			
466	Sharp Printing Servic	0000		EFT	04/13/2025	107043		96751	103311	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ OPERSUP			640.00				
							640.00			
466	Sharp Printing Servic	0000		EFT	04/07/2025	107125		96948	103517	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ OPERSUP			900.00				
							900.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,620.00			
201	SiteOne Landscape Sup	0000	22500212	EFT	04/15/2025	150182841-001		96821	103385	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			14,789.30				
							14,789.30			
						CHECK TOTAL	14,789.30			
1424	Smartsheet Inc	0000	22401069	EFT	04/11/2025	INV2285366		96770	103332	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		25,000.00				
	2 10101012 43100		GenBSG	PROSERVICE		43,104.66				
							68,104.66			
						CHECK TOTAL	68,104.66			
2372	Smyrna Ready Mix Conc	0000		EFT	01/18/2025	1020614692		96371	102905	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,157.00				
							1,157.00			
2372	Smyrna Ready Mix Conc	0000		EFT	02/01/2025	1020617149		96373	102907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,566.00				
							1,566.00			
2372	Smyrna Ready Mix Conc	0000		EFT	02/26/2025	1020620264		96374	102908	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,168.50				
							1,168.50			
2372	Smyrna Ready Mix Conc	0000		EFT	03/06/2025	1020622813		96375	102909	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			836.00				
							836.00			
2372	Smyrna Ready Mix Conc	0000		EFT	03/13/2025	1020624729		96376	102910	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			848.00				
							848.00			
2372	Smyrna Ready Mix Conc	0000	22400545	EFT	01/16/2025	1020612416		96479	103024	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,654.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2372	Smyrna Ready Mix Conc	0000	22400545	EFT	03/30/2025	1020628490	1,654.50	96480	103025	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			289.00				
	2 20106191 42200		MVHICSRTS OPERSUP			1,491.00				
							1,780.00			
						CHECK TOTAL	9,010.00			
5191	Sorenson Holdings LLC	0000		EFT	03/30/2025	PI-000013165		96569	103117	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		116.25				
							116.25			
						CHECK TOTAL	116.25			
3204	Steve Delwey	0000		INV	04/09/2025	96696		96696	103253	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43200		GenEMS	COMMTRANS		294.00				
							294.00			
						CHECK TOTAL	294.00			
504	Straeffner Pump & Supp	0000	22401430	EFT	04/17/2025	44097		96899	103467	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			27,720.00				
							27,720.00			
						CHECK TOTAL	27,720.00			
5251	Sumerlin Trails HOA	0000		EFT	04/19/2025	ST031925		96946	103515	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		7,849.00				
							7,849.00			
						CHECK TOTAL	7,849.00			
527	T&T Sales & Promotion	0000		EFT	03/26/2025	56504		96169	102595	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			500.00				
							500.00			
						CHECK TOTAL	500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3019	Taylor Systems LLC	0000		EFT	04/15/2025	110700		96855	103423		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		210.00					
							210.00				
						CHECK TOTAL	210.00				
870	The Home City Ice Com	0000		EFT	04/03/2025	7644251130		96206	102613		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		39.00					
							39.00				
870	The Home City Ice Com	0000		EFT	03/13/2025	7644251132		96232	102749		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		285.00					
							285.00				
						CHECK TOTAL	324.00				
282	The Mailing Station,	0000		EFT	04/09/2025	177400		96522	103068		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		28.63					
							28.63				
						CHECK TOTAL	28.63				
572	The Sherwin-Williams	0000		EFT	04/20/2025	5379-0		96317	102845		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		15.45					
							15.45				
						CHECK TOTAL	15.45				
532	Tiffany Lawn & Garden	0000		EFT	05/09/2025	94367/3		96514	103060		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		609.00					
							609.00				
						CHECK TOTAL	609.00				
569	Traffic & Parking Con	0000	22400831	EFT	03/13/2025	1796211		96690	103247		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		2,983.50					
							2,983.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	2,983.50				
569	Traffic & Parking Con	0000	22400831	EFT	04/05/2025	1797646		96692	103249		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		359.10					
							359.10				
						CHECK TOTAL	359.10				
122	UKG Kronos Systems LL	0000	22500174	EFT	04/07/2025	12369895		96771	103333		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		18,532.80					
							18,532.80				
						CHECK TOTAL	18,532.80				
58	Uline Inc	0000		EFT	03/30/2025	189780852		96828	103392		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNØPERSUP			553.95					
							553.95				
						CHECK TOTAL	553.95				
614	Van Ausdall & Farrar	0000	22500049	EFT	04/06/2025	648104		96857	103425		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		110.05					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							110.05				
614	Van Ausdall & Farrar	0000	22500049	EFT	04/06/2025	648105		96858	103426		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		30.94					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							30.94				
614	Van Ausdall & Farrar	0000	22500049	EFT	04/12/2025	648508		96861	103429		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		21.76					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							21.76				
						CHECK TOTAL	162.75				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4741	Van Diest Supply Comp	0000	22500211	EFT	06/15/2025	199373		96728	103287	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			28,750.00				
							28,750.00			
4741	Van Diest Supply Comp	0000	22500211	EFT	05/16/2025	199727		96819	103383	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			4,511.40				
							4,511.40			
						CHECK TOTAL	33,261.40			
2951	VaxCare, LLC	0000		EFT	04/14/2025	INV27498		96892	103460	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		315.27				
							315.27			
						CHECK TOTAL	315.27			
3510	Veridus Group Inc	0000	22300170	EFT	04/11/2025	204162		96563	103111	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		1,691.25				
							1,691.25			
						CHECK TOTAL	1,691.25			
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106829172		96914	103482	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		885.51				
							885.51			
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106861207		96915	103483	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		616.12				
							616.12			
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106849476		96916	103484	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,340.68				
							1,340.68			
2789	Verizon Communication	0000	22500236	EFT	03/15/2025	6106814660		96917	103485	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		210.80				
							210.80			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2789	Verizon Communication		0000		EFT	03/15/2025	6106806631		96918	103486	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21106050 43100		MHFIT	PROSERVICE		474.67				
	2	21206050 43100		HDFIT	PROSERVICE		406.06				
	3	27155058 43100		HDVFC	PROSERVICE		87.92				
	4	27055058 43100		GRTSHD	PROSERVICE		106.27				
	5	27055058 43100		GRTSHD	PROSERVICE		39.07				
								1,113.99			
2789	Verizon Communication		0000	22500236	EFT	03/15/2025	6106768119		96919	103487	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		1,233.77				
								1,233.77			
2789	Verizon Communication		0000	22500236	EFT	03/15/2025	6106756253		96920	103488	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		4,970.54				
								4,970.54			
2789	Verizon Communication		0000	22500239	EFT	03/15/2025	6106814623		96921	103489	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60606050 43100		SewIT	PROSERVICE		2,294.03				
								2,294.03			
2789	Verizon Communication		0000	22500236	EFT	03/15/2025	6106799545		96922	103490	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		768.87				
								768.87			
2789	Verizon Communication		0000	22500237	EFT	03/15/2025	6106813318		96924	103492	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62606050 43100		SWIT	PROSERVICE		2,274.85				
								2,274.85			
							CHECK TOTAL	15,709.16			
2813	Visionary Cove LLC		0000		EFT	04/01/2025	4/25Rent		96561	103109	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43700		FishersI69	RENTALS		61,450.00				
								61,450.00			
							CHECK TOTAL	61,450.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2380	Whites Ace Hardware F	0000		EFT	01/06/2025	37595792		96675	103228	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		34.22				
							34.22			
2380	Whites Ace Hardware F	0000		EFT	01/10/2025	37596899		96677	103230	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		66.37				
							66.37			
2380	Whites Ace Hardware F	0000		EFT	01/06/2025	37595789		96678	103231	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		199.60				
							199.60			
2380	Whites Ace Hardware F	0000		EFT	12/29/2024	37594068		96679	103232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		278.78				
							278.78			
						CHECK TOTAL	578.97			
1309	WW Grainger Inc	0000		EFT	04/02/2025	9424968734		96181	102609	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		161.46				
							161.46			
1309	WW Grainger Inc	0000		EFT	04/03/2025	9426750536		96318	102847	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		146.72				
							146.72			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428072210		96342	102875	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		151.97				
							151.97			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428072228		96343	102876	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		94.45				
							94.45			
1309	WW Grainger Inc	0000		EFT	04/05/2025	9429379192		96398	102933	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		40.56				
							40.56			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	04/05/2025	9429379184		96400	102935	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		331.08				
							331.08			
1309	WW Grainger Inc	0000		EFT	04/05/2025	9429379168		96401	102936	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,333.25				
							1,333.25			
1309	WW Grainger Inc	0000		EFT	04/05/2025	9429379176		96403	102938	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		587.50				
							587.50			
1309	WW Grainger Inc	0000		EFT	04/05/2025	9429379150		96404	102939	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		11.12				
							11.12			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428328893		96410	102946	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		216.38				
							216.38			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428328885		96411	102949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		439.58				
							439.58			
1309	WW Grainger Inc	0000		EFT	04/04/2025	9428328919		96412	102951	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		23.91				
							23.91			
1309	WW Grainger Inc	0000		EFT	04/06/2025	9431263384		96432	102974	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		212.19				
							212.19			
1309	WW Grainger Inc	0000		EFT	04/09/2025	9432530203		96462	103006	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		117.03				
							117.03			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	04/09/2025	9433000263		96463	103007	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		31.29				
							31.29			
1309	WW Grainger Inc	0000		EFT	04/09/2025	9433253417		96464	103008	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		89.94				
							89.94			
1309	WW Grainger Inc	0000		EFT	04/09/2025	9432747484		96474	103018	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		262.18				
							262.18			
1309	WW Grainger Inc	0000		EFT	04/09/2025	9432747476		96475	103019	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		287.31				
							287.31			
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024320		96502	103046	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		442.67				
							442.67			
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024346		96504	103050	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		116.64				
							116.64			
1309	WW Grainger Inc	0000		EFT	04/10/2025	94434024361		96505	103051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		305.04				
							305.04			
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024353		96506	103052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		203.36				
							203.36			
1309	WW Grainger Inc	0000		EFT	04/10/2025	9434024338		96535	103074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		49.98				
							49.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
 DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	04/12/2025	9437705453		96721	103280		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		23.84	23.84				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9438067275		96722	103281		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSR	TS OPERSUP		14.60	14.60				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9437705461		96723	103282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		181.46	181.46				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9438067267		96724	103283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		119.20	119.20				
1309	WW Grainger Inc	0000		EFT	04/12/2025	9437705446		96727	103286		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		99.53					
	2 10106192 42200		GFICBLDGMN	OPERSUP		42.11	141.64				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644602		96820	103384		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,275.42	1,275.42				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644594		96823	103387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		965.40	965.40				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644586		96824	103388		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,557.22	1,557.22				
1309	WW Grainger Inc	0000		EFT	04/13/2025	9438644610		96847	103415		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		53.44	53.44				
						CHECK TOTAL	9,987.83				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 32525 03/20/2025
DUE DATE: 03/20/2025

CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2036	Zayo Group Holdings I	0000	22500050	EFT	03/31/2025	2025030028823		96859	103427	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43100	GenIT	PROSERVICE			3,523.77				
	2 60606050 43100	SewIT	PROSERVICE			704.75				
	3 62606050 43100	SWIT	PROSERVICE			469.83				
							4,698.35			
CHECK TOTAL							4,698.35			
413	INVOICES	WARRANT TOTAL				2,455,795.30	2,455,795.30			
CASH ACCOUNT BALANCE							31,477,512.36			



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	3/25/2025	RESOLUTION NO.	R032525
TITLE OF AGENDA ITEM	Request to Approve a Special Purchase of a Combination Sewer Cleaner		
PRESENTER/DEPARTMENT	Tabatha Miller/ Fleet Management		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	The Department of Fleet Management is requesting the authorization to purchase a Combination Sewer Cleaner for the Department of Public Works from Brown Equipment Company utilizing a the Sourcewell Cooperative purchasing contract, 101221-SCA. By utilizing this contract the City will realize a savings of \$13,816.71. This unit is being purchased to replace our current sewer cleaner that has reached the end of it's productive life.		
EXPENDITURE \$	\$405,000.00		
BUDGETED \$	\$		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☒ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:	2026-2031 Operating Budget	

RESOLUTION NO. R032525

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS
& SAFETY APPROVING THE SPECIAL PURCHASE OF A COMBINATION SEWER
CLEANER FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Fishers, by and through its Board of Public Works & Safety desire to purchase a combination sewer cleaner for the Department of Public Works;

WHEREAS, pursuant to Ind. Code §5-22-10-5, the City can make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, pursuant to Ind. Code §5-22-10-12, a purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price; and

WHEREAS, the City seeks to purchase a combination sewer cleaner from Brown Equipment Company, by and through the Sourcewell Cooperative (Contract # 101221-SCA, Sourcewell), which will allow the City to trade in an existing vehicle as well as recognize a savings of approximately Sixteen Thousand Four Hundred and Fifty Five and 00/100 Dollars (\$16,455.00), all as more particularly described in Exhibit A, attached hereto and incorporated herein (the “Special Purchase”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby approves the Special Purchase with Brown Equipment Company, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor and/or Fleet Director to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March, 2025.

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

AYE

NAY

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____



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

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



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13226
3/3/2025

Bill To	Ship To	TOTAL
FISHERS DEPARTMENT OF PUBLIC WORKS 10212 ELLER ROAD FISHERS IN 46038 United States	FISHERS DEPARTMENT OF PUBLIC WORKS 10212 ELLER ROAD FISHERS IN 46038 United States	\$405,000.00 Sales Rep: Ryan Buerk

Expires	PO #	Quote Information	Shipping Method
3/26/2025			

Item	Description	Qty	Price	Extended Price
SEWER-900-9-TA-SPP	SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-9 TA SPP Chassis: Freightliner 114SD Cummins Engine, Allison Transmission, Tandem 4400 CFM Blower 18" Hg vacuum rating Debris Tank 9 Cubic Yard Capacity Body Wash-out System 800 GPM Pump-off System 1150 Gallon Capacity Water Tank Single Piston Pump 80 gpm @ 2500 psi Cold Weather Recirculation System Digital Water Tank Level Gauge LED D.O.T. Approved Lighting Front Mounted Telescoping & Rotating 800' x 1" Capacity w/ 600' x 1" Jetter Hose Pinch Roller Automatic Levelwind with Hydraulic Up/Down Digital Footage Counter Washdown gun w/ 50' Hose on Spring Retract. Hose Reel Hydro-Excavation Kit Wireless Pendant Controller Enhanced Visibility Camera System (front and rear camera) Central Lubrication System	1	\$591,455.00	\$591,455.00
BEC SALES ALLOWANCE - UNDERGROUND	SOURCEWELL DISCOUNT	1	(\$13,816.71)	(\$13,816.71)
BEC SALES ALLOWANCE - UNDERGROUND	BEC PARTNERS DISCOUNT	1	(\$2,638.29)	(\$2,638.29)
Trade In Discount Item	MAKE: VACTOR MODEL: 2100 YEAR: 2017 VIN: 1FVHG3FE6JHJM6431	1	(\$170,000.00)	(\$170,000.00)



Payment Information	Subtotal	\$405,000.00
A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.	Tax (0%)	\$0.00
	Total	\$405,000.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13226
3/3/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.



THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

Powered by Republic First National

February 2025

To: Ryan Buerk
Vendor: Brown Equipment Company
From: Stephanie Perez

Customer: City of Fishers

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) SECA ECO-900 Combination Sewer Cleaner

Unit Cost: \$ 575,000.00
Trade Allowance: \$ 170,000.00
Net Financed: \$ 405,000.00
Frequency of Payments: Annual

Term in Years: 5
5 Payments: \$61,012.72
Balloon Payment: \$200,000.00 Balloon payment due 30 days after 5th payment
APR: 5.49%

Delivery Date: To be determined
First Lease Payment Due: March, 2026

- * A document fee of \$299 is due upon signing.
- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Stephanie Perez
stephanie@rfrnonline.com



Brown Equipment Company
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Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13226
3/3/2025

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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Vehicle Quote

#Q13226
3/3/2025

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost

f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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#Q13226
3/3/2025

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

RESOLUTION NO. R032525

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS
& SAFETY APPROVING THE SPECIAL PURCHASE OF A COMBINATION SEWER
CLEANER FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Fishers, by and through its Board of Public Works & Safety desire to purchase a combination sewer cleaner for the Department of Public Works;

WHEREAS, pursuant to Ind. Code §5-22-10-5, the City can make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, pursuant to Ind. Code §5-22-10-12, a purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price; and

WHEREAS, the City seeks to purchase a combination sewer cleaner from Brown Equipment Company, by and through the Sourcewell Cooperative (Contract # 101221-SCA, Sourcewell), which will allow the City to trade in an existing vehicle as well as recognize a savings of approximately Sixteen Thousand Four Hundred and Fifty Five and 00/100 Dollars (\$16,455.00), all as more particularly described in Exhibit A, attached hereto and incorporated herein (the "Special Purchase").

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby approves the Special Purchase with Brown Equipment Company, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor and/or Fleet Director to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March, 2025.

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

AYE

NAY

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST:


Kari Adriano, Board Clerk

DATE:

3/25/25



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

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



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13226
3/3/2025

Bill To

FISHERS DEPARTMENT OF
PUBLIC WORKS
10212 ELLER ROAD
FISHERS IN 46038
United States

Ship To

FISHERS DEPARTMENT OF
PUBLIC WORKS
10212 ELLER ROAD
FISHERS IN 46038
United States

TOTAL

\$405,000.00

Sales Rep: Ryan Buerk

Expires

3/26/2025

PO #**Quote Information****Shipping Method**

Item	Description	Qty	Price	Extended Price
SEWER-900-9-TA-SPP	SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-9 TA SPP Chassis: Freightliner 114SD Cummins Engine, Allison Transmission, Tandem 4400 CFM Blower 18" Hg vacuum rating Debris Tank 9 Cubic Yard Capacity Body Wash-out System 800 GPM Pump-off System 1150 Gallon Capacity Water Tank Single Piston Pump 80 gpm @ 2500 psi Cold Weather Recirculation System Digital Water Tank Level Gauge LED D.O.T. Approved Lighting Front Mounted Telescoping & Rotating 800' x 1" Capacity w/ 600' x 1" Jetter Hose Pinch Roller Automatic Levelwind with Hydraulic Up/Down Digital Footage Counter Washdown gun w/ 50' Hose on Spring Retract. Hose Reel Hydro-Excavation Kit Wireless Pendant Controller Enhanced Visibility Camera System (front and rear camera) Central Lubrication System	1	\$591,455.00	\$591,455.00
BEC SALES ALLOWANCE - UNDERGROUND	SOURCEWELL DISCOUNT	1	(\$13,816.71)	(\$13,816.71)
BEC SALES ALLOWANCE - UNDERGROUND	BEC PARTNERS DISCOUNT	1	(\$2,638.29)	(\$2,638.29)
Trade In Discount Item	MAKE: VACTOR MODEL: 2100 YEAR: 2017 VIN: 1FVHG3FE6JHJM6431	1	(\$170,000.00)	(\$170,000.00)

**Payment Information**

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal \$405,000.00

Tax (0%) \$0.00

Total \$405,000.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13226
3/3/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.



THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

Powered by Republic First National

February 2025

To: Ryan Buerk
Vendor: Brown Equipment Company
From: Stephanie Perez

Customer: City of Fishers

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) SECA ECO-900 Combination Sewer Cleaner

Unit Cost: \$ 575,000.00
Trade Allowance: \$ 170,000.00
Net Financed: \$ 405,000.00
Frequency of Payments: Annual

Term in Years: 5
5 Payments: \$61,012.72
Balloon Payment: \$200,000.00 Balloon payment due 30 days after 5th payment
APR: 5.49%

Delivery Date: To be determined
First Lease Payment Due: March, 2026

- * A document fee of \$299 is due upon signing.
- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Stephanie Perez
stephanie@rfnonline.com



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

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3/3/2025

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
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Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13226
3/3/2025

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost

f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Scott Fadness

Name(Printed)

Signature

Mayor

Title

3/25/2025

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/25	RESOLUTION NO.	032525A
TITLE OF AGENDA ITEM	First Amendment to White River BOT Agreement		
PRESENTER/DEPARTMENT	Elliott Hultgren, Deputy Mayor		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	The City previously entered into a December 21, 2024 Public-Private Agreement For the Design, Development, And Construction Of Phase 1 Of Fishers White River Park (the “BOT Agreement”). Since entering into the BOT Agreement, the Parties have discovered that an unusually wet winter has potentially caused the need for soil drying and stabilization at the Project Site (as defined in the BOT Agreement). The City desires to approve an additional \$73,460.12 in allowance that will be used for required drying and stabilization work. Any amount that is not used will be returned to the City upon substantial completion of the project. By approving the additional expense now, the project will not be delayed.		
EXPENDITURE \$	\$73,460.12		
BUDGETED \$	\$73,460.12		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☒ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder’s Office by the BPW&S Clerk. ☒ Document does not need recorded with the County Recorder’s Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. 032225A

**RESOLUTION APPROVING FIRST AMENDMENT TO PUBLIC-PRIVATE
AGREEMENT FOR THE DESIGN, DEVELOPMENT, AND CONSTRUCTION OF
PHASE 1 OF WHITE RIVER PARK**

WHEREAS, on or about September 20, 2022, the City issued its Request for Proposals And Qualifications To Complete the Master Plan and Phase 1 of Fishers White River Park Project (“Phase 1 Project”, as defined in the RFPQ) Through A Public-Private Partnership Agreement;

WHEREAS, Meyer Najem submitted a proposal and statement of qualifications to the City, and the City determined, after negotiations with Meyer Najem and satisfying other procedural requirements pursuant to Indiana Law, to enter into that certain December 21, 2024 Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of Fishers White River Park with Meyer Najem (the “BOT Agreement”);

WHEREAS, since entering into the BOT Agreement, the Parties have discovered that, because of an unusually wet winter, the soil at the Project Site is so wet that, to complete the project, additional expense may be incurred drying and stabilizing the soil (“Soil Stabilization”);

WHEREAS, the City now desires to allocate an additional Seventy-Three Thousand, Four Hundred Sixty and 12/100 Dollars (\$73,460.12) in allowance that can be used for Soil Stabilization pursuant an agreement substantially similar to the First Agreement To Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of White River Park attached hereto and incorporated herein as **Exhibit A** (the “First Amendment”); and

WHEREAS, capitalized terms used but not specifically defined herein shall have the meanings ascribed to such terms in the BOT Agreement.

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

Section 1. An agreement substantially similar to the First Amendment is hereby approved.

Section 2. The Mayor is hereby authorized to execute an agreement substantially similar to the First Amendment and any other documents necessary to affect the intent of the Agreement.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this ____ day of March, 2025

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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

**FIRST AMENDMENT TO PUBLIC-PRIVATE AGREEMENT FOR THE DESIGN,
DEVELOPMENT, AND CONSTRUCTION OF PHASE 1 OF FISHERS WHITE RIVER
PARK**

This First Amendment To Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of Fishers White River Park (this “First Amendment”) is executed this _____ day of _____, 2025 (the “Effective Date”), by and between Meyer Najem Construction, LLC, an Indiana limited liability company (“Meyer Najem”), and the City of Fishers, Indiana, by and through its Board of Public Works & Safety (the “City” and together with Meyer Najem, the “Parties” and each a “Party), on the following terms and conditions:

RECITALS

WHEREAS, on or about September 20, 2022, the City issued its Request for Proposals And Qualifications To Complete the Master Plan and Phase 1 of Fishers White River Park Project (“Phase 1 Project”, as defined in the RFPQ) Through A Public-Private Partnership Agreement;

WHEREAS, Meyer Najem submitted a proposal and statement of qualifications to the City, and the City determined, after negotiations with Meyer Najem and satisfying other procedural requirements pursuant to Indiana law, to enter into that certain December 21, 2024Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of Fishers White River Park with Meyer Najem (the “BOT Agreement”);

WHEREAS, since entering into the BOT Agreement, the Parties have discovered that, because of an unusually wet winter, the soil at the Project Site is so wet that, to complete the project, additional expense may be incurred drying and stabilizing the soil (“Soil Stabilization”);

WHEREAS, the City now desires to allocate an additional Seventy-Three Thousand, Four Hundred Sixty and 12/100 Dollars (\$73,460.12) in allowance that can be used for Soil Stabilization, if required;

WHEREAS, unless specifically stated herein, this First Amendment does not otherwise change the obligations of the Parties pursuant to the BOT Agreement;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the BOT Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the BOT Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following defined terms as set forth in Article II, DEFINITIONS, of the BOT Agreement shall be replaced in full as follows:

“Shared Savings shall mean that for every One Dollar (\$1.00) that Phase 1 Project is completed less than the Maximum Price, City shall receive eighty percent (80%) and Meyer Najem shall receive twenty (20%) of such savings; provided, however, that the City shall receive one hundred percent (100%) of any remaining contingency (\$151,516.00) and remaining and unused allowances (\$213,460.12). The Shared Savings shall be determined upon completion of Phase 1 Project (Substantial Completion and all punch list items completed), and Meyer Najem shall submit a Disbursement Request (as described in the Installment Purchase Agreement) for its portion of the Shared Savings.”

“Maximum Price” shall mean subject to Section 5.02, Five Million, Five Hundred Ninety-One Thousand, Six Hundred Nine and 12/100 Dollars (\$5,591,609.12), including, without limitation, Meyer Najem’s staffing costs through June 12, 2025, for completion of Phase 1 Project and any other general conditions (as that term is typically used) and builder’s risk insurance.”

2. Article VI., PURCHASE TERMS & CLOSING, shall be replaced in full as follows:

“ARTICLE VI. PURCHASE TERMS & CLOSING. Meyer Najem shall convey, and the City shall acquire Phase 1 Project at the Closing in accordance with the terms and conditions of the Installment Purchase Agreement. The Closing shall occur at such time as mutually agreed by the Parties, but in no event later forty-five (45) days from the date for Substantial Completion included in the Construction Schedule. At Closing, Meyer Najem shall pay to the City the Shared Savings, if any and/or any remaining allowance.”

3. In Exhibit E, the “Allowances” shall be increased by \$73,460.12 to result in total Allowances of \$213,460.12, and the “Contract Sum” shall be increased by \$73,460.12 to result in a total Construct Sum of (\$5,591,609.12).

4. The BOT Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Parties with respect to the Phase 1 Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this First Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the BOT Agreement, the terms of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS HEREOF, the Parties have executed this First Amendment on the day and year first written above.

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

MEYER NAJEM CONSTRUCTION, LLC

By: _____

Its: _____

RESOLUTION NO. 032225A

**RESOLUTION APPROVING FIRST AMENDMENT TO PUBLIC-PRIVATE
AGREEMENT FOR THE DESIGN, DEVELOPMENT, AND CONSTRUCTION OF
PHASE 1 OF WHITE RIVER PARK**

WHEREAS, on or about September 20, 2022, the City issued its Request for Proposals And Qualifications To Complete the Master Plan and Phase 1 of Fishers White River Park Project ("Phase 1 Project", as defined in the RFPQ) Through A Public-Private Partnership Agreement;

WHEREAS, Meyer Najem submitted a proposal and statement of qualifications to the City, and the City determined, after negotiations with Meyer Najem and satisfying other procedural requirements pursuant to Indiana Law, to enter into that certain December 21, 2024 Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of Fishers White River Park with Meyer Najem (the "BOT Agreement");

WHEREAS, since entering into the BOT Agreement, the Parties have discovered that, because of an unusually wet winter, the soil at the Project Site is so wet that, to complete the project, additional expense may be incurred drying and stabilizing the soil ("Soil Stabilization");

WHEREAS, the City now desires to allocate an additional Seventy-Three Thousand, Four Hundred Sixty and 12/100 Dollars (\$73,460.12) in allowance that can be used for Soil Stabilization pursuant an agreement substantially similar to the First Agreement To Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of White River Park attached hereto and incorporated herein as **Exhibit A** (the "First Amendment"); and

WHEREAS, capitalized terms used but not specifically defined herein shall have the meanings ascribed to such terms in the BOT Agreement.

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

Section 1. An agreement substantially similar to the First Amendment is hereby approved.

Section 2. The Mayor is hereby authorized to execute an agreement substantially similar to the First Amendment and any other documents necessary to affect the intent of the Agreement.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety
this 25 day of March, 2025

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

AYE

NAY

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST:


Kari Adriano, Board Clerk

DATE:

3/25/25



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

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

**FIRST AMENDMENT TO PUBLIC-PRIVATE AGREEMENT FOR THE DESIGN,
DEVELOPMENT, AND CONSTRUCTION OF PHASE 1 OF FISHERS WHITE RIVER
PARK**

This First Amendment To Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of Fishers White River Park (this “First Amendment”) is executed this 25 day of March, 2025 (the “Effective Date”), by and between Meyer Najem Construction, LLC, an Indiana limited liability company (“Meyer Najem”), and the City of Fishers, Indiana, by and through its Board of Public Works & Safety (the “City” and together with Meyer Najem, the “Parties” and each a “Party), on the following terms and conditions:

RECITALS

WHEREAS, on or about September 20, 2022, the City issued its Request for Proposals And Qualifications To Complete the Master Plan and Phase 1 of Fishers White River Park Project (“Phase 1 Project”, as defined in the RFPQ) Through A Public-Private Partnership Agreement;

WHEREAS, Meyer Najem submitted a proposal and statement of qualifications to the City, and the City determined, after negotiations with Meyer Najem and satisfying other procedural requirements pursuant to Indiana law, to enter into that certain December 21, 2024Public-Private Agreement For The Design, Development, And Construction Of Phase 1 Of Fishers White River Park with Meyer Najem (the “BOT Agreement”);

WHEREAS, since entering into the BOT Agreement, the Parties have discovered that, because of an unusually wet winter, the soil at the Project Site is so wet that, to complete the project, additional expense may be incurred drying and stabilizing the soil (“Soil Stabilization”);

WHEREAS, the City now desires to allocate an additional Seventy-Three Thousand, Four Hundred Sixty and 12/100 Dollars (\$73,460.12) in allowance that can be used for Soil Stabilization, if required;

WHEREAS, unless specifically stated herein, this First Amendment does not otherwise change the obligations of the Parties pursuant to the BOT Agreement;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the BOT Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the BOT Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following defined terms as set forth in Article II, DEFINITIONS, of the BOT Agreement shall be replaced in full as follows:

“Shared Savings shall mean that for every One Dollar (\$1.00) that Phase 1 Project is completed less than the Maximum Price, City shall receive eighty percent (80%) and Meyer Najem shall receive twenty (20%) of such savings; provided, however, that the City shall receive one hundred percent (100%) of any remaining contingency (\$151,516.00) and remaining and unused allowances (\$213,460.12). The Shared Savings shall be determined upon completion of Phase 1 Project (Substantial Completion and all punch list items completed), and Meyer Najem shall submit a Disbursement Request (as described in the Installment Purchase Agreement) for its portion of the Shared Savings.”

“Maximum Price” shall mean subject to Section 5.02, Five Million, Five Hundred Ninety-One Thousand, Six Hundred Nine and 12/100 Dollars (\$5,591,609.12), including, without limitation, Meyer Najem’s staffing costs through June 12, 2025, for completion of Phase 1 Project and any other general conditions (as that term is typically used) and builder’s risk insurance.”

2. Article VI., PURCHASE TERMS & CLOSING, shall be replaced in full as follows:

“ARTICLE VI. PURCHASE TERMS & CLOSING. Meyer Najem shall convey, and the City shall acquire Phase 1 Project at the Closing in accordance with the terms and conditions of the Installment Purchase Agreement. The Closing shall occur at such time as mutually agreed by the Parties, but in no event later forty-five (45) days from the date for Substantial Completion included in the Construction Schedule. At Closing, Meyer Najem shall pay to the City the Shared Savings, if any and/or any remaining allowance.”

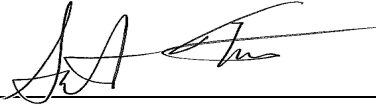
3. In Exhibit E, the “Allowances” shall be increased by \$73,460.12 to result in total Allowances of \$213,460.12, and the “Contract Sum” shall be increased by \$73,460.12 to result in a total Construct Sum of (\$5,591,609.12).

4. The BOT Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Parties with respect to the Phase 1 Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this First Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the BOT Agreement, the terms of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS HEREOF, the Parties have executed this First Amendment on the day and year first written above.

CITY OF FISHERS, INDIANA

By: 

Scott Fadness, Mayor

MEYER NAJEM CONSTRUCTION, LLC

By: _____

Its: _____



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/25	RESOLUTION NO.	R032525B
TITLE OF AGENDA ITEM	Request to Approve Whelen Cloud Platform Subscription		
PRESENTER/DEPARTMENT	Ky Ragsdale, Fire		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	The fire department is requesting approval for a five-year agreement with Whelen for a Cloud Platform Subscription. This vehicle communication platform will send and receive a GPS signal, based on the vehicle's location, for Opticom traffic signal changes. It will also provide HAAS integration with Waze and other vehicle manufacturer mapping applications to send real-time digital alerts to drivers, warning them of nearby emergency vehicles or hazards, allowing them more time to react and move over, potentially reducing collisions. This agreement will lock in our cost at \$7,200 per year for our 20 vehicles. Whelen Engineering Company, Inc. is the sole source for the gateway that's used with the cloud platform.		
EXPENDITURE \$	\$7,200 per year for 5 years (\$36,000 total)		
BUDGETED \$	\$7,200		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☒ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☒ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:	10105013-43100 \$54,097.74 In process of adding vendor to Munis	

RESOLUTION NO. R032525B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A SPECIAL PURCHASE OF WHELEN CLOUD PLATFORM SUBSCRIPTION

WHEREAS, the City of Fishers, by and through its Board of Public Works (“Board”), desires to purchase a software subscription to provide a vehicle communication platform to send and receive GPS signals for Opticom traffic signal changes for the Fishers Fire Department (“Services”);

WHEREAS, Whelen Engineering Company, Inc. (“Whelen”) provides a communication cloud-based platform that will provide the Services;

WHEREAS, in accordance with Ind. Code § 5-22-10-7, a purchasing agent may make a special purchase of data processing contracts or license agreements for software programs or supplies or services, when only one (1) source meets the using agency's reasonable requirements;

WHEREAS, Whelen is the sole source for the Services that meets the City’s reasonable requirements; and

WHEREAS, the City desires to purchase the Services from Whelen for twenty (20) vehicles in the total amount of Thirty Six Thousand Dollars and No/100 (\$36,000) for five (5) years (\$7,200 per year).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby finds that Whelen Engineering Company, Inc. is the sole source for the software required by the City and approves this Special Purchase in the amount of \$36,000, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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



PRICE QUOTATION
Fishers FD, IN - WCP 2YR
Q-03198

Please reference above Price Quotation number on all purchase orders.

Quotation Valid	AMSR
02/25/2025 – 12/31/2025	CRAIG TROJAN
Invoice Pricing	
USER/BID/CONTRACT Reference	
Payment Terms	
Net 30	
FOB	

TO:
FISHERS FIRE DEPARTMENT
2 MUNICIPAL DR
FISHERS, IN 46038

MODEL/PART	DESCRIPTION	QUANTITY	UNIT PRICE
WCP1F	WHELEN CLOUD PLATFORM	20	\$1,800.00

Subscription Term: 03-31-2025 – 03-30-2030

ESTIMATED ANNUAL PAYMENT \$7,200.00

SUB TOTAL \$36,000.00

TOTAL \$36,000.00

For Whelen Engineering, Authorized by:

Christian Brewer

TERMS & CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Whelen Engineering Company, Inc. Whelen shall not be responsible for conditions beyond our control that may affect quotations and agreements. Quoted prices are based on costs and conditions existing on the date of quotation and are subject to change by Whelen before acceptance of your purchase order. Typographical errors are subject to correction. All Whelen standard terms and conditions shall apply unless otherwise noted herein. Whelen Engineering Company will provide special confidential prices to you on a non-exclusive and non-disclosure basis. As such, you agree not to disclose the details, including model, description, exact prices, and terms to any third party. Such information shall be considered company confidential between our two firms and is not to be divulged by anyone in your organization for any reason to any other party. By submitting orders against this quote, you agree to the terms and conditions stated herein as well as all Whelen general policies. Conditions not specifically stated herein shall be governed by established trade customs. Upon receipt and acceptance of your purchase order by Whelen, the equipment and/or service listed herein will be supplied at the quoted prices.

Order Form**Customer Information:**

Name/Customer: City of Fishers
 Address: 2 Municipal Drive
 Fishers, IN 46038

Principal Contact Person: Jim Alderman
 Title: Logistics Chief
 Phone: 317-595-3207
 Fax:
 Email Address: aldermanj@fishers.in.us

Billing Information:

Name/Customer: Fishers Fire Department
 Address: 2 Municipal Drive
 Fishers, IN 46038

Shipping Information (if different from billing):

Name/Customer:
 Address:

ORDER DETAILS

This order form (the “**Order Form**”) is entered by and between Whelen Engineering Company, Inc. (“**Whelen**”) and the customer set forth on this Order Form (“**Customer**”) as of the last date of signature below (the “**Effective Date**”). Each of Whelen and Customer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the “**Master Services Agreement**”), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. Any capitalized terms used, but not defined, in this Order Form have the same meaning ascribed to them in the Master Services Agreement. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

Application Services: Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

Subscription Term: The subscription term of the Application Services commences on the Subscription Commencement Date (as that term is defined in the Master Services Agreement) and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires on the date that is five (5) from the Subscription Commencement Date (the “**Initial Term**”). Upon expiration of the Initial Term, the subscription for the Application Services will automatically renew at the then-current fees per vehicle for additional successive terms of one year each (a “**Renewal Term**” and collectively with the Initial Term, the “**Subscription Term**”), unless: (i) either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable; (ii) Whelen notifies Customer of a price escalation at least thirty (30) days prior to the expiration of the Subscription Term and Customer terminates this Order Form as set forth in Section 6.2 of the Master Services Agreement; or (iii) earlier terminated in accordance with the terms and conditions of the Master Service Agreement.

Subscription Fees: During the Initial Term, Customer may add vehicles in accordance with the Subscription Fees set forth below unless Whelen notifies Customer of a price escalation during the Initial Term. While this Subscription remains in effect, Customer shall pay Whelen Engineering Company, Inc. the Subscription Fees set forth below:

<u>Subscription Type</u>	<u># Vehicles</u>	<u>Fee/Vehicle/Year</u>	<u>Years</u>	<u>Total</u>
1. Whelen Cloud Platform - Standard	20	\$360.00	5	\$36,000

Minimum Subscription Term/Fees: If Customer has already separately purchased the required equipment (the Vehicle Safety Gateway (VSG), Antenna, and Installation Kit, collectively referred to as “**WCP Equipment**”) or if Customer is separately purchasing the WCP Equipment in connection with this Order Form, the provisions of this Section (Minimum Subscription Term/Fees) are not applicable. If the WCP Equipment is bundled with the Application Services subscription (as indicated by a zero-charge for any WCP Equipment on the applicable quotation), Customer acknowledges and understands that the minimum Subscription Term allowable is two (2) years. Therefore, in the event Customer terminates this Order Form prior to the date that is two (2) years from the Effective Date, Customer shall pay Whelen an early termination fee equal to \$195.00 per vehicle, which shall be due and payable immediately by Customer on the effective date of termination of the Order Form.

Whelen Field Solutions Engineer: Christian Brewer, 860-227-6544, cbrewer@whelen.com

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Other Information: Whelen continues to improve and enhance the Whelen Cloud Platform and may offer additional services or features during the Subscription Term (the “**Platform Enhancements**”). In Whelen’s sole discretion, Platform Enhancements may be included as standard features of the Application Services or as premium features, whereby Whelen may charge a separate fee and require Customer to execute an additional Order Form and/or terms and conditions to receive access to, or use of, such Platform Enhancements. During the Subscription Term, Whelen reserves the right to determine which features or Platform Enhancements of the Application Services are included in the standard feature set or offered as premium features and may re-classify any such features of the Application Services in its discretion, provided, however if Whelen begins charging additional fees for a feature that was included as a standard feature as of the Effective Date, such change will be deemed a price escalation subject to Customer’s rights under Section 6.2 of the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

Customer	
Signature	
Name	
Title	
Date	

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	

Master Services Agreement

This Master Services Agreement, including all exhibits and attachments hereto (collectively, this "**Agreement**") governs the relationship between Whelen Engineering Company, Inc., ("**Whelen**") and the customer identified in the Order Form ("**Customer**") (each of Whelen and Customer, a "**Party**" and together, the "**Parties**"). This Agreement will become effective when the Order Form referencing this Agreement is executed by authorized representatives of both Parties (the "**Effective Date**").

1. DEFINITIONS. Certain capitalized terms, not defined elsewhere in this Agreement or the Order Form, have the meanings set forth below.

1.1. "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Application Services.

1.2. "Application Documentation" means the user manuals, published specifications, online guides, and other materials and documentation provided to Customer or Authorized Users by Whelen or its third party vendors relating to the Application Services, as may be changed from time to time with or without notice to Customer.

1.3. "Application Services" means the hosted software-as-a-service services ordered by Customer hereunder as set forth in the Order Form and provided by Whelen by means of access to certain content and use of the features and functionality of software applications available and accessible within the website designated by Whelen, solely to the extent set forth and further described in, and as limited by, the applicable terms of this Agreement.

1.4. "Authorized User" means any individual who is an employee, consultant, contractor, or agent of Customer who is authorized by Customer, to access and use the Application Services pursuant to Customer's rights, and subject to the restrictions, under this Agreement.

1.5. "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary", including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins.

1.6. "Customer Content" means all data, media, content, and other information provided or made available by Customer to Whelen, including any data, media, content, and other information input, made available or included in, any communications sent through the Application Services, including vehicle identifiable data which may include precise geolocation information collected through global positioning system or similar technologies relating to one or more vehicles owned or leased by Customer and used by its employees, consultants, contractors, agents or other users it authorizes, including Authorized Users. Customer Content does not include aggregated or anonymized data derived from Customer Content or Customer's use of the Services, provided that Whelen only uses such aggregated or anonymized data for internal purposes.

1.7. "Customer Systems" means Customer's information technology infrastructure, including the computers, software,

databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.

1.8. "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, Moral Rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.9. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.10. "Objectionable Content" means any viruses, malware, spyware, or similar harmful, destructive, or malicious code, as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen's reputation or that of Whelen's customers or vendors, or that infringes upon the rights of any third party.

1.11. "Services" means the Application Services and Support Services.

1.12. "Third Party Items" means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.

1.13. "Third Party Terms" means the terms and conditions that govern use of Third Party Items.

2. SUBSCRIPTION; SERVICES

2.1. Order Form. Customer has requested a subscription to the Application Services on the terms and subject to the conditions set forth in this Agreement by executing an Order Form that references and incorporates this Agreement ("**Order Form**").

2.2. Application Services

(a) Provision of Access. Subject to the terms and conditions contained in the Order Form and this Agreement, and Customer's payment of all relevant fees, Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the Application Services during the Term in accordance with the Application Documentation, the Order Form, and the terms and conditions of this Agreement solely for Customer's internal business purposes. As soon as commercially practicable after the Effective Date, Whelen shall provide to Customer the necessary Access Protocols.

(b) Usage Restrictions. Customer and its Authorized Users may only use the Application Services as described in this Agreement and in the then-current Application Documentation. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer. Customer will not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, perceive, or derive the trade secrets embodied in the

CONFIDENTIAL

Application Services or the source code from which any software component of the Application Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer or any Authorized User any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, or use the Application Services or any of Whelen's Confidential Information to develop or build, exploit, sell or offer to sell, license or offer to license, or use a competing product or service, except with the express prior written consent of Whelen; (iii) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services as a service bureau; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, including any screen displays, etc., or any other products or materials provided by Whelen hereunder; (vi) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes; (vii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services; or (viii) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Unless otherwise specifically agreed by the Parties in writing, Customer hereby agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage, such as (x) any medical, life-saving or life support device, system, or service, (y) any air or other traffic control device, application, system, or service, or (z) any weapons device, application, system, or service (the "**Life Critical Applications**"). Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a "Connected Vehicle"). Customer acknowledges and agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Except as otherwise set forth herein, Customer's use of the Application Services, including Customer's or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer's sole risk and discretion. Customer and its Authorized Users are solely responsible at all times for the acts or omissions of Customer's Authorized Users with respect to Connected Vehicles. Use of the Application Services does not relieve Customer or any Authorized User of responsibility for safe vehicle operation or observation of relevant traffic laws. If safe operation of a Connected Vehicle is not possible while using the Application Services, the Authorized User should not use the Application Services while operating the Connected Vehicle. Further, use of the Application Services does not relieve Customer or any Authorized User of responsibility for vehicle maintenance. Notwithstanding anything to the contrary herein, Whelen shall have no responsibility or liability for any failure of Customer or any Authorized User to safely operate or properly maintain a Connected Vehicle. Customer will ensure that its and its Authorized Users' access to and use of the Application Services and the Application Documentation complies with all

applicable laws, statutes, regulations, and rules. Under no circumstances will Whelen be liable or responsible for any use, or any results obtained by the use, of the Application Services in conjunction with any products, services, software, or hardware that are not provided by Whelen. All such use will be at Customer's sole risk and Customer shall bear full responsibility for liability with respect thereto. Whelen reserves all rights not expressly granted to Customer in this Agreement.

(c) **Third Party Terms.** The Application Services may provide Customer with access to Third Party Items. Customer acknowledges and agrees that certain Third Party Terms may apply with respect to the Third Party Items. Whelen will use commercially reasonable efforts to identify any applicable Third Party Terms and Customer shall be responsible for compliance with such Third Party Terms to the extent any are identified by Whelen.

(d) **Communications Responsibilities.** Customer shall not, and shall not permit its Authorized Users or any third party to, directly or indirectly use the Application Services to communicate on its behalf, by way of electronic communication or otherwise, any message or material that (a) is libelous, harmful to minors, obscene, or constitutes pornography; (b) infringes the copyrights, patents, trade secrets, trademarks, trade names, or other proprietary rights of a third party, or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Customer is solely responsible for the content of any communications sent by or on behalf of Customer or its Authorized Users through Customer's or any Authorized Users' use of the Application Services and, without limiting the foregoing, Customer agrees that such communications will comply with all laws.

(e) **Future Functionalities.** From time-to-time Whelen, in its sole discretion, may offer new or additional features subject to the payment of additional fees. Such new or additional features may not be made available to all customers of Whelen. Customer agrees that its purchase of a subscription to the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Whelen with respect to future functionality or features.

2.3. Support Services; Updates. Whelen will provide support services for the Application Services in accordance with its standard support offerings during Whelen's regular business hours solely for the particular Application Services ordered under this Agreement ("**Support Services**"), provided that all fees due under this Agreement have been paid. Such Support Services will only be provided to Customer's administrative users (who are Authorized Users) and Customer will identify by written notice to Whelen in accordance with Section 13.3 the names of such administrative users to whom Whelen will supply the support, which names may be changed by Customer upon reasonable notice to Whelen. Customer can request Support Services by contacting the applicable Whelen Field Solutions Engineer identified in the Order Form. Any support requested by Customer in excess of Whelen's standard support offerings or outside of Whelen's regular business hours may incur additional fees that will be billed to client pursuant to Whelen's standard billing practices at Whelen's then-current pricing. The Parties acknowledge and agree that Whelen will have no obligation to provide support to Customer with respect to use of the Application Services other than according to the then-current Application Documentation or the terms of this Agreement. Customer acknowledges that the Application Services may be updated by Whelen from time to time and that updates may result in changes to the Application Services, including changes in the appearance, functionality, and/or the

CONFIDENTIAL

addition, modification, or removal of functionality or features. Whelen shall provide reasonable prior notice to Customer of any updates that are intended to result in the removal of any material functionality or feature.

3. PROPRIETARY RIGHTS

3.1. Ownership of Application Services. Subject to the express rights granted to Customer in this Agreement, and Customer's rights in its Customer Content as set forth herein, Whelen and its licensors and suppliers retain all right, title, and interest in and to the Application Services, including any upgrades, enhancements, new releases, changes, or modifications made to the Application Services performed in connection with this Agreement, together with all Intellectual Property Rights embodying the Application Services or related thereto, and Customer acknowledges that it neither owns nor acquires any right, title, or interest in or to the Application Services or the related Intellectual Property Rights not expressly granted by this Agreement. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Whelen to Customer in connection with this Agreement to contest the validity of any Intellectual Property Rights of Whelen or its licensors. Any such use of Whelen's Confidential Information will constitute a material, non-curable breach of this Agreement.

3.2. Data Rights.

(a) Customer Content.

(i) Customer has and will retain sole responsibility for all Customer Content, including, the collection, accuracy, currency, quality, legality, completeness, and use of the Customer Content, and including Customer Content that is transmitted, processed, stored, accessed, and/or used by or on behalf of Customer or any Authorized User through or in connection with the Application Services. For the avoidance of doubt, Customer is solely responsible for providing any legally required notices and obtaining any legally required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data (see below), may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide or make available to Whelen any Objectionable Content in connection with this Agreement.

(ii) Except for the licenses granted under this Agreement, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services ("**Usage Data**"), and Whelen acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content and Usage Data not expressly granted by this Agreement. Whelen further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to perform Whelen's obligations hereunder. In addition to sharing Customer Content with its service providers, Whelen may disclose Customer Content to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings available to Customer. The Parties further acknowledge and agree that no valuable consideration, monetary or otherwise, is being provided by Whelen to Customer in exchange for Customer Content and Usage Data. However, in addition to the uses of Customer Content authorized in this Agreement, Whelen may remove all personally identifiable and vehicle identifiable information from the Customer Content and Usage Data to create "**Sanitized Data**" or aggregate the Customer

Content and Usage Data in an anonymous or deidentified manner to create "**Aggregate Data**." Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicensable, transferable right and license to commercialize and otherwise use the Sanitized Data and the Aggregate Data to perform Whelen's obligations hereunder and for Whelen's business purposes (which, for clarity, includes but is not limited to enhancing or improving the Services or other products and services of Whelen or its affiliates, and for analytical and marketing purposes). Customer also grants Whelen the right to disclose the Customer Content to Whelen's third party service providers and grant such third party service providers the right (i) to use the Customer Content to perform the applicable service and (ii) to use the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's rights to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 7.3 below. For all of the purposes above, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Application Services. Customer shall not include within the Customer Content any personally or individually identifiable information of any natural person ("**PII**"). The inclusion of PII within the Customer Content may be considered by Whelen to be a material breach of this Agreement in accordance with Section 11.2 hereof. Customer acknowledges and agrees that it is solely responsible for compliance with the requirements of this Section and that Whelen has no affirmative obligation to review or audit Customer's compliance with this Section. Whelen shall have no obligations whatsoever in the event Customer includes PII in the Customer Content, including but not limited to with respect to notifications.

(b) **Data Models.** Notwithstanding anything to the contrary in this Agreement, to the extent that Whelen develops models, analytics, and/or algorithms ("**Analytical Tools**") during the Term and in the course of providing Services under this Agreement (such as propensity models, etc.), Whelen shall retain all right, title, and interest in and to such Analytical Tools.

(c) **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Whelen with respect to its products and services, including the Services. Feedback is voluntary. Whelen may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's Intellectual Property Rights to make use of the Feedback, Customer grants Whelen a non-exclusive, perpetual, irrevocable, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with Whelen's business, including the enhancement of the Services.

4. ADDITIONAL WHELEN OBLIGATIONS

4.1. Access to Application Services; Implementation. The applicable Whelen Field Solutions Engineer identified in the Order Form will provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services, for or on behalf of Customer.

4.2. Responsibility for Application and Content Hosting. Whelen shall, at its own expense, provide for the hosting of the Application Services which is accessible as part of the Application Services, provided that nothing herein shall be construed to require Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Application Services. Customer and Authorized Users are solely responsible

CONFIDENTIAL

for all telecommunication or Internet connections required to access the Services, as well as all Customer Systems and other hardware and software at Customer's site. Except for the costs to Whelen for the hosting of the Application Services as set forth above, in addition to other third party costs that may apply, Customer agrees to pay for all telecommunications, Internet, and other connectivity costs, fees, and services required for and dedicated to Customer's access to the Services.

4.3. Third Party Hosting Provider Requirements.

Customer understands and agrees that (i) Whelen uses a third-party hosting provider in connection with the Services; (ii) the security of the Services is limited by the terms offered by such third-party hosting provider; and (iii) Whelen's agreement with the hosting provider cannot be modified regarding the requirements of this Agreement, nor can Whelen grant any audit or other access rights to the facilities or systems of the host. As such, the provisions of this Agreement shall apply only to Whelen's systems and facilities, not those of the hosting provider.

5. ADDITIONAL CUSTOMER OBLIGATIONS.

5.1. Authorized Users' Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Application Services as contemplated by this Agreement. Customer will ensure that any such Authorized Users will be obligated, by contract or otherwise, to protect Whelen's Confidential Information, and to comply with the access and use restrictions for the Application Services and the Application Documentation, as are provided by the terms hereof.

5.2. Provision of Support to Authorized Users. Except as expressly set forth in Section 2.3, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Application Services.

5.3. Customer Control and Responsibility for Data, Access, and Security. Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Furthermore, Customer has and will retain sole responsibility for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

6. FEES AND EXPENSES; PAYMENTS.

6.1. Fees. In consideration for the access and use rights granted to Customer and the Services performed by Whelen under this Agreement, Customer will pay to Whelen without offset or deduction, all fees set forth in the Order Form (or Whelen's then-current pricing as applicable for certain support services as set forth herein) invoiced in accordance with this Section 6.1. Whelen will submit invoices to Customer with respect to such fees, and each invoiced amount will be due and payable within thirty (30) days of Customer's receipt of the relevant invoice. All fees are non-cancelable and non-refundable. Whelen shall provide Customer a period of up to ninety (90) days from the Effective Date, or such other period as agreed by the parties in writing, to install and connect the WCP Equipment in the number of vehicles indicated

on the Order Form (the "**Implementation Period**"). Whelen shall begin charging customer the fees indicated on the Order Form upon the expiration of the Implementation Period (the "**Subscription Commencement Date**").

6.2. Price Escalations. Whelen shall have the right to increase the fees for the Services at any time after the Effective Date to reflect any increase in Whelen's costs to provide the Services. Whelen shall provide Customer with written notice of such price adjustments at least thirty (30) days prior to the date any such price adjustment is to become effective. If Customer does not agree to such increase in fees, Customer may terminate the applicable Order form and this Agreement, provided there are no active Order Forms subject to this Agreement, with written notice to Whelen effective upon the day prior to the date that such price adjustment would have taken effect.

6.3. Taxes. Unless Customer is a tax-exempt organization, Customer will be responsible for payment of any applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Whelen's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Whelen free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Whelen will be Customer's sole responsibility, and Customer will, upon Whelen's request, provide Whelen with official receipts issued by appropriate taxing authorities, or such other evidence as Whelen may reasonably request, to establish that such taxes have been paid. If customer is exempt from taxation under this Section 6.3, Customer shall supply Whelen with documentation from the IRS or other relevant taxing authority evidencing Customer's exemption from taxation..

6.4. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from a date thirty (30) days after the due date until paid. In the event any invoice remains unpaid forty-five (45) or more days from the due date, Whelen may, in its discretion, suspend the Services until the invoice is paid in full.

6.5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Whelen may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Whelen with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6.3. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

7. TREATMENT OF CONFIDENTIAL INFORMATION.

7.1. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential and/or proprietary. Both Parties agree that all items of Confidential Information are confidential and/or proprietary to the disclosing

CONFIDENTIAL

Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes of meeting its obligations or exercising its rights under this Agreement; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except as necessary for the purposes of meeting its obligations or exercising its rights under this Agreement; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access for the purposes of meeting its obligations or exercising its rights under this Agreement and who have been advised of and have agreed in writing to treat such information in accordance with terms substantially similar to the terms of this Agreement; and (d) subject to Section 12, to the extent practicable and except to the extent the receiving Party has continuing rights with respect to such Confidential Information, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement for any reason, provided that to the extent a Party retains Confidential Information of the other Party as permitted under this part (d) such Party shall maintain the confidentiality of such retained Confidential Information for so long as it is retained.

7.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reference to the Confidential Information of the discloser; or (f) is approved in writing for such use, release or disclosure by the disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to enable the other Party to attempt to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Notwithstanding any such compelled disclosure by the receiving Party, such compelled disclosure will not otherwise affect the receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

7.4. Non-Exclusive Equitable Remedy. Customer acknowledges and agrees that due to the unique nature of Whelen's Confidential Information, there is no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow Customer or third parties to unfairly compete with Whelen, resulting in irreparable harm to Whelen, and therefore, that upon any such breach or any threat thereof, Whelen shall be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting a bond, in addition to whatever remedies Whelen might have at law or in equity under this Agreement. Any breach of this Section 7 by Customer or an Authorized User will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of Whelen.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Mutual Representations and Warranties. Each Party hereby represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. Whelen Representations and Warranties. Whelen hereby represents and warrants that (a) Whelen will use commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used by Customer or any Authorized User in accordance with this Agreement, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services using personnel with the requisite skill, experience, and qualifications.

8.3. Customer Representations and Warranties. Customer hereby represents and warrants that (a) Customer has and will have all necessary licenses, approvals, and consents required to perform its obligations hereunder, (b) without limiting the foregoing, Customer has and will have adequate authority to share the Customer Content with Whelen as set forth herein and permit Whelen to use and disclose the Customer Content as contemplated herein, and (c) any Customer Content provided by Customer to Whelen for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state, municipal, and local laws, rules, regulations, and judicial orders (including, but not limited to, applicable policies, laws, and orders related to spamming, privacy, and consumer protection).

9. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY.

9.1. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE", WITH ALL FAULTS, AND WHELEN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES (INCLUDING FIELD SOLUTIONS ENGINEERS) WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHELEN AND ITS VENDORS AND

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LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, CUSTOMER'S DATA, OR CUSTOMER SYSTEMS. WHELEN WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

9.2. Exclusions of Remedies; Limitation of Liability. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL FEES PAID TO WHELEN BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OR (II) TEN THOUSAND DOLLARS (\$10,000). THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

9.3. Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Section 9 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

10. INDEMNIFICATION.

10.1. Whelen's Indemnity Obligations. Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement ("**Damages**") resulting from any claim by any third party (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with the terms and conditions of this Agreement infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, or (b) arising out of Whelen's gross

negligence or willful misconduct. Customer shall promptly notify Whelen in writing of the claim, cooperate with Whelen, and allow Whelen sole authority to control the defense and settlement of such claim; provided that Whelen will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost. If a claim for infringement is made or appears possible, Whelen may, at Whelen's sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided under this Section 10.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES WHELEN'S AND ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT AND ARE IN LIEU OF ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10.2. Customer's Indemnity Obligations. Customer agrees to hold harmless, indemnify, and, at Whelen's option, defend Whelen from and against any Damages resulting from (a) breach by Customer or its Authorized Users of any term or condition of this Agreement, (b) Customer's gross negligence or willful misconduct, (c) Whelen's use of the Customer Content as permitted herein, (d) use of the Application Services in Life Critical Applications, (e) personal injury or damage to Whelen property arising at the Customer's location, or (f) a Customer Indemnity Responsibility. Whelen shall promptly notify Customer of the claim, cooperate with Customer, and, if elected by Whelen, allow Customer sole authority to control the defense and settlement of such claim; provided that Customer will not settle any third-party claim against Whelen unless such settlement completely and forever releases Whelen from all liability with respect to such claim or unless Whelen consents to such settlement, and further provided that Whelen will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost.

11. TERM AND TERMINATION.

11.1. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue for the duration set forth in the Order Form (the "**Term**"). The Term may be extended or renewed by mutual written agreement of the Parties.

11.2. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party, by providing written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this

CONFIDENTIAL

Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

11.3. Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

11.4. Additional Whelen Termination and Suspension Rights. Upon written notice to Customer, Whelen may suspend or terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item made available through the Application Services or Whelen's right to use such Third Party Item, expires or is terminated or is modified in any manner that Whelen believes would impair its ability to provide such Application Services. In addition, Whelen reserves the right, in its sole discretion, to suspend Customer's access to any Application Services (i) upon notice to Customer if Whelen reasonably suspects that Customer has breached this Agreement; or (ii) for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Application Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Whelen from potential legal liability; or (d) in the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, and Whelen will use reasonable efforts to provide Customer with notice prior to or promptly following any such suspension of the Application Services pursuant to the foregoing ((a)-(d)). Whelen will promptly restore access to the Application Services as soon as the event giving rise to suspension has been resolved. Any suspension of the Services will not result in the tolling or any extension of the Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension. This Section will not be construed as imposing any obligation or duty on Whelen to monitor use of the Application Services.

11.5. Effect of Termination. Upon any expiration or earlier termination of this Agreement all Order Forms entered under this Agreement will automatically terminate simultaneously and, Customer will (a) immediately discontinue all use of the Application Services and any Whelen Confidential Information; and (b) promptly pay to Whelen all amounts due and payable under this Agreement. Termination of this Agreement prior to expiration of the Term shall not affect any other agreement between Whelen and Customer in place at the time of such termination, and Customer shall remain responsible for the payment of any amounts due to Whelen or its designee pursuant to such other agreement(s).

11.6. Survival. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the Parties' respective obligations under the provisions of Sections 1, 3, 6.4, 7, 9, 10, 11.5, 11.6, 12, and 13 will survive the termination of this Agreement. In addition, any provisions of the Third Party Terms that by their nature survive termination of this Agreement shall so survive.

12. DATA DELETION.

12.1. Request to Delete. Whelen shall delete or return Customer Content in its custody or control in accordance with Customer's instructions, including any applicable retention periods instructed by Customer or upon receipt of Customer's written request via the Organization Data Deletion Form. If Customer does not instruct a retention period for Customer Content or submit an Organization Data Deletion Form, then Whelen will delete Customer Content in accordance with Whelen's data retention policy.

12.2. Deletion Exceptions. Notwithstanding anything to the contrary, Customer acknowledges and agrees that any obligation to delete Customer Content excludes any Customer Content (a) that Whelen is required to retain, or prohibited from deleting, under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within Whelen's logs or archived on Whelen's back-up systems (which shall be deleted in the normal course according to Whelen's policies and procedures), or (d) that is aggregated or anonymized data. For so long as Whelen retains any Customer Content under this Section, Whelen's obligations under Sections 5 and 7 shall survive and apply to the retained Customer Content, and, when Whelen retains any Customer Content for purposes of (a) or (b) of this Section, Whelen shall only process the retained Customer Content for the purpose for which it was retained and delete the Customer Content as soon as the purpose for which it was retained no longer applies. Whelen acknowledges that Customer Content retained under this Section may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer's reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

12.3. Certification of Deletion. The Parties acknowledge and agree that the Organization Data Deletion Form, once executed and returned by Whelen, serves as a written certification of destruction designed to prevent retrieval or recreation of data according to Whelen's standards and policies.

12.4. Option for Return. Within ten (10) days of termination of this Agreement, in the event Customer wishes for Customer Content to be returned, Customer shall notify Whelen in writing requesting the return of Customer Content. Except for any Customer Content that Customer requested to delete, Whelen will return Customer Content in a structured format reasonably agreed upon by the Parties within sixty (60) days of receipt of a request under this Section 12.4.

13. MISCELLANEOUS.

13.1. Entire Agreement. This Agreement together with the Order Form sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event of any conflict between the terms and conditions set forth in the body of this Agreement, any exhibits or attachments hereto, and the Order Form, the terms and conditions set forth in the body of this Agreement shall control unless an exception is expressly stated in as such in an exhibit, attachment, or the Order Form.

13.2. Independent Contractors. In making and performing this Agreement, Customer and Whelen act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee

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relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

13.3. Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to Whelen as set forth below and to Customer at its address set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Whelen, Inc.
51 Winthrop Rd.
Chester, CT 06412
Attn: CFO

13.4. Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

13.5. Assignment. Customer shall not assign any of its rights or duties under this Agreement without the prior written consent of Whelen, and, absent such consent, any attempted assignment will be null, void and of no effect.

13.6. No Third Party Beneficiaries. The Parties acknowledge that, except as expressly set forth in this Agreement, the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Except as expressly set forth in this Agreement, nothing herein will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.7. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.8. Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

13.9. Force Majeure. Except with respect to payment obligations hereunder, if any, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party

may terminate this Agreement upon thirty (30) days' written notice and the Agreement shall terminate if such performance has not resumed within those thirty (30) days.

13.10. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of Connecticut, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Middlesex County, Connecticut. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen. The prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

13.11. Publicity. Subject to Customer's prior review and approval, Whelen may use Customer's name and logo in marketing materials and on its website to identify Customer as a Whelen client. Except as provided in this Section and as required by applicable law, neither Party will use the other Party's name or logo in any advertisement, news release, or other public communication without the consent of the other Party which will not be unreasonably withheld, delayed, or qualified.

13.12. U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

13.13. Counterparts. The Order Form to which this Agreement is attached and incorporated may be executed in any number of counterparts via electronic or facsimile means, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

13.14. Affiliates, Subcontractors, and Vendors. Some or all of the Services, including support, may be provided by Whelen's affiliates, agents, subcontractors, and information system vendors. The rights and obligations of Whelen may be, in whole or in part, exercised or fulfilled by the foregoing entities.

13.15. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("*USA Patriot Act*") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen anticipates fully complying with all its obligations, and availing itself of all its rights, under the USA Patriot Act.

13.16. Export Compliance. Customer acknowledges that the Application Services may be subject to export control laws. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the United States without prior government authorization to the extent required by applicable regulation.

13.17. Electronic Execution. Each Party acknowledges and agrees that the Order Form may be executed by the Parties in electronic form (e.g., by an electronic or digital signature or other

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means of demonstrating assent). Customer acknowledges and agrees it will not contest the validity or enforceability of the Order Form, this Agreement or any related documents, including under

any applicable statute of frauds, due to such execution in electronic form.

|End of Terms|

February 1, 2024

Re: Sole Source Justification Letter

To: Whom it may concern,

This letter is to confirm that Whelen Engineering Company, Inc. located in Chester CT. is the Sole Source of the Vehicle Safety Gateway "VSG" that is used in conjunction with Whelen's Cloud Platform.

No other company or firm sells and/or redistributes a product that contains the same level of feature set available in the Whelen VSG. Furthermore, the VSG and Whelen Cloud Platform incorporate proprietary technologies, features and/or processes that are integral to the products.

If you have any further questions, feel free to reach out to me.

Sincerely,

Craig Szymanski
Craig Szymanski

Director of Sales Administration

860-718-2304

RESOLUTION NO. R032525B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A SPECIAL PURCHASE OF WHELEN CLOUD PLATFORM SUBSCRIPTION

WHEREAS, the City of Fishers, by and through its Board of Public Works (“Board”), desires to purchase a software subscription to provide a vehicle communication platform to send and receive GPS signals for Opticom traffic signal changes for the Fishers Fire Department (“Services”);

WHEREAS, Whelen Engineering Company, Inc. (“Whelen”) provides a communication cloud-based platform that will provide the Services;

WHEREAS, in accordance with Ind. Code § 5-22-10-7, a purchasing agent may make a special purchase of data processing contracts or license agreements for software programs or supplies or services, when only one (1) source meets the using agency's reasonable requirements;

WHEREAS, Whelen is the sole source for the Services that meets the City’s reasonable requirements; and

WHEREAS, the City desires to purchase the Services from Whelen for twenty (20) vehicles in the total amount of Thirty Six Thousand Dollars and No/100 (\$36,000) for five (5) years (\$7,200 per year).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby finds that Whelen Engineering Company, Inc. is the sole source for the software required by the City and approves this Special Purchase in the amount of \$36,000, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 25th day of March 2025.

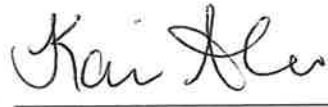
**BOARD OF PUBLIC WORKS & SAFETY, CITY
OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST:  DATE: 3/25/25
Kari Adriano, Board Clerk



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

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



PRICE QUOTATION
Fishers FD, IN - WCP 2YR
Q-03198

Please reference above Price Quotation number on all purchase orders.

Quotation Valid	AMSR
02/25/2025 – 12/31/2025	CRAIG TROJAN
Invoice Pricing	
USER/BID/CONTRACT Reference	
Payment Terms	
Net 30	
FOB	

TO:
FISHERS FIRE DEPARTMENT
2 MUNICIPAL DR
FISHERS, IN 46038

MODEL/PART	DESCRIPTION	QUANTITY	UNIT PRICE
WCP1F	WHELEN CLOUD PLATFORM	20	\$1,800.00

Subscription Term: 03-31-2025 – 03-30-2030

ESTIMATED ANNUAL PAYMENT \$7,200.00

SUB TOTAL \$36,000.00

TOTAL \$36,000.00

For Whelen Engineering, Authorized by:

Christian Brewer

TERMS & CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Whelen Engineering Company, Inc. Whelen shall not be responsible for conditions beyond our control that may affect quotations and agreements. Quoted prices are based on costs and conditions existing on the date of quotation and are subject to change by Whelen before acceptance of your purchase order. Typographical errors are subject to correction. All Whelen standard terms and conditions shall apply unless otherwise noted herein. Whelen Engineering Company will provide special confidential prices to you on a non-exclusive and non-disclosure basis. As such, you agree not to disclose the details, including model, description, exact prices, and terms to any third party. Such information shall be considered company confidential between our two firms and is not to be divulged by anyone in your organization for any reason to any other party. By submitting orders against this quote, you agree to the terms and conditions stated herein as well as all Whelen general policies. Conditions not specifically stated herein shall be governed by established trade customs. Upon receipt and acceptance of your purchase order by Whelen, the equipment and/or service listed herein will be supplied at the quoted prices.

Order Form**Customer Information:**

Name/Customer: City of Fishers
 Address: 2 Municipal Drive
 Fishers, IN 46038

Principal Contact Person: Jim Alderman
 Title: Logistics Chief
 Phone: 317-595-3207
 Fax:
 Email Address: aldermanj@fishers.in.us

Billing Information:

Name/Customer: Fishers Fire Department
 Address: 2 Municipal Drive
 Fishers, IN 46038

Shipping Information (if different from billing):

Name/Customer:
 Address:

ORDER DETAILS

This order form (the “**Order Form**”) is entered by and between Whelen Engineering Company, Inc. (“**Whelen**”) and the customer set forth on this Order Form (“**Customer**”) as of the last date of signature below (the “**Effective Date**”). Each of Whelen and Customer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the “**Master Services Agreement**”), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. Any capitalized terms used, but not defined, in this Order Form have the same meaning ascribed to them in the Master Services Agreement. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

Application Services: Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

Subscription Term: The subscription term of the Application Services commences on the Subscription Commencement Date (as that term is defined in the Master Services Agreement) and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires on the date that is five (5) from the Subscription Commencement Date (the “**Initial Term**”). Upon expiration of the Initial Term, the subscription for the Application Services will automatically renew at the then-current fees per vehicle for additional successive terms of one year each (a “**Renewal Term**” and collectively with the Initial Term, the “**Subscription Term**”), unless: (i) either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable; (ii) Whelen notifies Customer of a price escalation at least thirty (30) days prior to the expiration of the Subscription Term and Customer terminates this Order Form as set forth in Section 6.2 of the Master Services Agreement; or (iii) earlier terminated in accordance with the terms and conditions of the Master Service Agreement.

Subscription Fees: During the Initial Term, Customer may add vehicles in accordance with the Subscription Fees set forth below unless Whelen notifies Customer of a price escalation during the Initial Term. While this Subscription remains in effect, Customer shall pay Whelen Engineering Company, Inc. the Subscription Fees set forth below:

<u>Subscription Type</u>	<u># Vehicles</u>	<u>Fee/Vehicle/Year</u>	<u>Years</u>	<u>Total</u>
1. Whelen Cloud Platform - Standard	20	\$360.00	5	\$36,000

Minimum Subscription Term/Fees: If Customer has already separately purchased the required equipment (the Vehicle Safety Gateway (VSG), Antenna, and Installation Kit, collectively referred to as “**WCP Equipment**”) or if Customer is separately purchasing the WCP Equipment in connection with this Order Form, the provisions of this Section (Minimum Subscription Term/Fees) are not applicable. If the WCP Equipment is bundled with the Application Services subscription (as indicated by a zero-charge for any WCP Equipment on the applicable quotation), Customer acknowledges and understands that the minimum Subscription Term allowable is two (2) years. Therefore, in the event Customer terminates this Order Form prior to the date that is two (2) years from the Effective Date, Customer shall pay Whelen an early termination fee equal to \$195.00 per vehicle, which shall be due and payable immediately by Customer on the effective date of termination of the Order Form.

Whelen Field Solutions Engineer: Christian Brewer, 860-227-6544, cbrewer@whelen.com

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Other Information: Whelen continues to improve and enhance the Whelen Cloud Platform and may offer additional services or features during the Subscription Term (the “**Platform Enhancements**”). In Whelen’s sole discretion, Platform Enhancements may be included as standard features of the Application Services or as premium features, whereby Whelen may charge a separate fee and require Customer to execute an additional Order Form and/or terms and conditions to receive access to, or use of, such Platform Enhancements. During the Subscription Term, Whelen reserves the right to determine which features or Platform Enhancements of the Application Services are included in the standard feature set or offered as premium features and may re-classify any such features of the Application Services in its discretion, provided, however if Whelen begins charging additional fees for a feature that was included as a standard feature as of the Effective Date, such change will be deemed a price escalation subject to Customer’s rights under Section 6.2 of the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

Customer	
Signature	
Name	Scott Fadness
Title	Mayor
Date	3/25/2025

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	

Master Services Agreement

This Master Services Agreement, including all exhibits and attachments hereto (collectively, this "**Agreement**") governs the relationship between Whelen Engineering Company, Inc., ("**Whelen**") and the customer identified in the Order Form ("**Customer**") (each of Whelen and Customer, a "**Party**" and together, the "**Parties**"). This Agreement will become effective when the Order Form referencing this Agreement is executed by authorized representatives of both Parties (the "**Effective Date**").

1. DEFINITIONS. Certain capitalized terms, not defined elsewhere in this Agreement or the Order Form, have the meanings set forth below.

1.1. "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Application Services.

1.2. "Application Documentation" means the user manuals, published specifications, online guides, and other materials and documentation provided to Customer or Authorized Users by Whelen or its third party vendors relating to the Application Services, as may be changed from time to time with or without notice to Customer.

1.3. "Application Services" means the hosted software-as-a-service services ordered by Customer hereunder as set forth in the Order Form and provided by Whelen by means of access to certain content and use of the features and functionality of software applications available and accessible within the website designated by Whelen, solely to the extent set forth and further described in, and as limited by, the applicable terms of this Agreement.

1.4. "Authorized User" means any individual who is an employee, consultant, contractor, or agent of Customer who is authorized by Customer, to access and use the Application Services pursuant to Customer's rights, and subject to the restrictions, under this Agreement.

1.5. "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary", including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins.

1.6. "Customer Content" means all data, media, content, and other information provided or made available by Customer to Whelen, including any data, media, content, and other information input, made available or included in, any communications sent through the Application Services, including vehicle identifiable data which may include precise geolocation information collected through global positioning system or similar technologies relating to one or more vehicles owned or leased by Customer and used by its employees, consultants, contractors, agents or other users it authorizes, including Authorized Users. Customer Content does not include aggregated or anonymized data derived from Customer Content or Customer's use of the Services, provided that Whelen only uses such aggregated or anonymized data for internal purposes.

1.7. "Customer Systems" means Customer's information technology infrastructure, including the computers, software,

databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.

1.8. "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, Moral Rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.9. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.10. "Objectionable Content" means any viruses, malware, spyware, or similar harmful, destructive, or malicious code, as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen's reputation or that of Whelen's customers or vendors, or that infringes upon the rights of any third party.

1.11. "Services" means the Application Services and Support Services.

1.12. "Third Party Items" means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.

1.13. "Third Party Terms" means the terms and conditions that govern use of Third Party Items.

2. SUBSCRIPTION; SERVICES

2.1. Order Form. Customer has requested a subscription to the Application Services on the terms and subject to the conditions set forth in this Agreement by executing an Order Form that references and incorporates this Agreement ("**Order Form**").

2.2. Application Services

(a) Provision of Access. Subject to the terms and conditions contained in the Order Form and this Agreement, and Customer's payment of all relevant fees, Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the Application Services during the Term in accordance with the Application Documentation, the Order Form, and the terms and conditions of this Agreement solely for Customer's internal business purposes. As soon as commercially practicable after the Effective Date, Whelen shall provide to Customer the necessary Access Protocols.

(b) Usage Restrictions. Customer and its Authorized Users may only use the Application Services as described in this Agreement and in the then-current Application Documentation. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer. Customer will not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, perceive, or derive the trade secrets embodied in the

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Application Services or the source code from which any software component of the Application Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer or any Authorized User any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, or use the Application Services or any of Whelen's Confidential Information to develop or build, exploit, sell or offer to sell, license or offer to license, or use a competing product or service, except with the express prior written consent of Whelen; (iii) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services as a service bureau; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, including any screen displays, etc., or any other products or materials provided by Whelen hereunder; (vi) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes; (vii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services; or (viii) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Unless otherwise specifically agreed by the Parties in writing, Customer hereby agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage, such as (x) any medical, life-saving or life support device, system, or service, (y) any air or other traffic control device, application, system, or service, or (z) any weapons device, application, system, or service (the "**Life Critical Applications**"). Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a "Connected Vehicle"). Customer acknowledges and agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Except as otherwise set forth herein, Customer's use of the Application Services, including Customer's or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer's sole risk and discretion. Customer and its Authorized Users are solely responsible at all times for the acts or omissions of Customer's Authorized Users with respect to Connected Vehicles. Use of the Application Services does not relieve Customer or any Authorized User of responsibility for safe vehicle operation or observation of relevant traffic laws. If safe operation of a Connected Vehicle is not possible while using the Application Services, the Authorized User should not use the Application Services while operating the Connected Vehicle. Further, use of the Application Services does not relieve Customer or any Authorized User of responsibility for vehicle maintenance. Notwithstanding anything to the contrary herein, Whelen shall have no responsibility or liability for any failure of Customer or any Authorized User to safely operate or properly maintain a Connected Vehicle. Customer will ensure that its and its Authorized Users' access to and use of the Application Services and the Application Documentation complies with all

applicable laws, statutes, regulations, and rules. Under no circumstances will Whelen be liable or responsible for any use, or any results obtained by the use, of the Application Services in conjunction with any products, services, software, or hardware that are not provided by Whelen. All such use will be at Customer's sole risk and Customer shall bear full responsibility for liability with respect thereto. Whelen reserves all rights not expressly granted to Customer in this Agreement.

(c) **Third Party Terms.** The Application Services may provide Customer with access to Third Party Items. Customer acknowledges and agrees that certain Third Party Terms may apply with respect to the Third Party Items. Whelen will use commercially reasonable efforts to identify any applicable Third Party Terms and Customer shall be responsible for compliance with such Third Party Terms to the extent any are identified by Whelen.

(d) **Communications Responsibilities.** Customer shall not, and shall not permit its Authorized Users or any third party to, directly or indirectly use the Application Services to communicate on its behalf, by way of electronic communication or otherwise, any message or material that (a) is libelous, harmful to minors, obscene, or constitutes pornography; (b) infringes the copyrights, patents, trade secrets, trademarks, trade names, or other proprietary rights of a third party, or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Customer is solely responsible for the content of any communications sent by or on behalf of Customer or its Authorized Users through Customer's or any Authorized Users' use of the Application Services and, without limiting the foregoing, Customer agrees that such communications will comply with all laws.

(e) **Future Functionalities.** From time-to-time Whelen, in its sole discretion, may offer new or additional features subject to the payment of additional fees. Such new or additional features may not be made available to all customers of Whelen. Customer agrees that its purchase of a subscription to the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Whelen with respect to future functionality or features.

2.3. Support Services; Updates. Whelen will provide support services for the Application Services in accordance with its standard support offerings during Whelen's regular business hours solely for the particular Application Services ordered under this Agreement ("**Support Services**"), provided that all fees due under this Agreement have been paid. Such Support Services will only be provided to Customer's administrative users (who are Authorized Users) and Customer will identify by written notice to Whelen in accordance with Section 13.3 the names of such administrative users to whom Whelen will supply the support, which names may be changed by Customer upon reasonable notice to Whelen. Customer can request Support Services by contacting the applicable Whelen Field Solutions Engineer identified in the Order Form. Any support requested by Customer in excess of Whelen's standard support offerings or outside of Whelen's regular business hours may incur additional fees that will be billed to client pursuant to Whelen's standard billing practices at Whelen's then-current pricing. The Parties acknowledge and agree that Whelen will have no obligation to provide support to Customer with respect to use of the Application Services other than according to the then-current Application Documentation or the terms of this Agreement. Customer acknowledges that the Application Services may be updated by Whelen from time to time and that updates may result in changes to the Application Services, including changes in the appearance, functionality, and/or the

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addition, modification, or removal of functionality or features. Whelen shall provide reasonable prior notice to Customer of any updates that are intended to result in the removal of any material functionality or feature.

3. PROPRIETARY RIGHTS

3.1. Ownership of Application Services. Subject to the express rights granted to Customer in this Agreement, and Customer's rights in its Customer Content as set forth herein, Whelen and its licensors and suppliers retain all right, title, and interest in and to the Application Services, including any upgrades, enhancements, new releases, changes, or modifications made to the Application Services performed in connection with this Agreement, together with all Intellectual Property Rights embodying the Application Services or related thereto, and Customer acknowledges that it neither owns nor acquires any right, title, or interest in or to the Application Services or the related Intellectual Property Rights not expressly granted by this Agreement. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Whelen to Customer in connection with this Agreement to contest the validity of any Intellectual Property Rights of Whelen or its licensors. Any such use of Whelen's Confidential Information will constitute a material, non-curable breach of this Agreement.

3.2. Data Rights.

(a) Customer Content.

(i) Customer has and will retain sole responsibility for all Customer Content, including, the collection, accuracy, currency, quality, legality, completeness, and use of the Customer Content, and including Customer Content that is transmitted, processed, stored, accessed, and/or used by or on behalf of Customer or any Authorized User through or in connection with the Application Services. For the avoidance of doubt, Customer is solely responsible for providing any legally required notices and obtaining any legally required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data (see below), may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide or make available to Whelen any Objectionable Content in connection with this Agreement.

(ii) Except for the licenses granted under this Agreement, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services ("**Usage Data**"), and Whelen acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content and Usage Data not expressly granted by this Agreement. Whelen further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to perform Whelen's obligations hereunder. In addition to sharing Customer Content with its service providers, Whelen may disclose Customer Content to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings available to Customer. The Parties further acknowledge and agree that no valuable consideration, monetary or otherwise, is being provided by Whelen to Customer in exchange for Customer Content and Usage Data. However, in addition to the uses of Customer Content authorized in this Agreement, Whelen may remove all personally identifiable and vehicle identifiable information from the Customer Content and Usage Data to create "**Sanitized Data**" or aggregate the Customer

Content and Usage Data in an anonymous or deidentified manner to create "**Aggregate Data**." Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicensable, transferable right and license to commercialize and otherwise use the Sanitized Data and the Aggregate Data to perform Whelen's obligations hereunder and for Whelen's business purposes (which, for clarity, includes but is not limited to enhancing or improving the Services or other products and services of Whelen or its affiliates, and for analytical and marketing purposes). Customer also grants Whelen the right to disclose the Customer Content to Whelen's third party service providers and grant such third party service providers the right (i) to use the Customer Content to perform the applicable service and (ii) to use the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's rights to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 7.3 below. For all of the purposes above, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Application Services. Customer shall not include within the Customer Content any personally or individually identifiable information of any natural person ("**PII**"). The inclusion of PII within the Customer Content may be considered by Whelen to be a material breach of this Agreement in accordance with Section 11.2 hereof. Customer acknowledges and agrees that it is solely responsible for compliance with the requirements of this Section and that Whelen has no affirmative obligation to review or audit Customer's compliance with this Section. Whelen shall have no obligations whatsoever in the event Customer includes PII in the Customer Content, including but not limited to with respect to notifications.

(b) **Data Models.** Notwithstanding anything to the contrary in this Agreement, to the extent that Whelen develops models, analytics, and/or algorithms ("**Analytical Tools**") during the Term and in the course of providing Services under this Agreement (such as propensity models, etc.), Whelen shall retain all right, title, and interest in and to such Analytical Tools.

(c) **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Whelen with respect to its products and services, including the Services. Feedback is voluntary. Whelen may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's Intellectual Property Rights to make use of the Feedback, Customer grants Whelen a non-exclusive, perpetual, irrevocable, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with Whelen's business, including the enhancement of the Services.

4. ADDITIONAL WHELEN OBLIGATIONS

4.1. Access to Application Services; Implementation. The applicable Whelen Field Solutions Engineer identified in the Order Form will provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services, for or on behalf of Customer.

4.2. Responsibility for Application and Content Hosting. Whelen shall, at its own expense, provide for the hosting of the Application Services which is accessible as part of the Application Services, provided that nothing herein shall be construed to require Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Application Services. Customer and Authorized Users are solely responsible

CONFIDENTIAL

for all telecommunication or Internet connections required to access the Services, as well as all Customer Systems and other hardware and software at Customer's site. Except for the costs to Whelen for the hosting of the Application Services as set forth above, in addition to other third party costs that may apply, Customer agrees to pay for all telecommunications, Internet, and other connectivity costs, fees, and services required for and dedicated to Customer's access to the Services.

4.3. Third Party Hosting Provider Requirements.

Customer understands and agrees that (i) Whelen uses a third-party hosting provider in connection with the Services; (ii) the security of the Services is limited by the terms offered by such third-party hosting provider; and (iii) Whelen's agreement with the hosting provider cannot be modified regarding the requirements of this Agreement, nor can Whelen grant any audit or other access rights to the facilities or systems of the host. As such, the provisions of this Agreement shall apply only to Whelen's systems and facilities, not those of the hosting provider.

5. ADDITIONAL CUSTOMER OBLIGATIONS.

5.1. Authorized Users' Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Application Services as contemplated by this Agreement. Customer will ensure that any such Authorized Users will be obligated, by contract or otherwise, to protect Whelen's Confidential Information, and to comply with the access and use restrictions for the Application Services and the Application Documentation, as are provided by the terms hereof.

5.2. Provision of Support to Authorized Users. Except as expressly set forth in Section 2.3, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Application Services.

5.3. Customer Control and Responsibility for Data, Access, and Security. Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Furthermore, Customer has and will retain sole responsibility for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

6. FEES AND EXPENSES; PAYMENTS.

6.1. Fees. In consideration for the access and use rights granted to Customer and the Services performed by Whelen under this Agreement, Customer will pay to Whelen without offset or deduction, all fees set forth in the Order Form (or Whelen's then-current pricing as applicable for certain support services as set forth herein) invoiced in accordance with this Section 6.1. Whelen will submit invoices to Customer with respect to such fees, and each invoiced amount will be due and payable within thirty (30) days of Customer's receipt of the relevant invoice. All fees are non-cancelable and non-refundable. Whelen shall provide Customer a period of up to ninety (90) days from the Effective Date, or such other period as agreed by the parties in writing, to install and connect the WCP Equipment in the number of vehicles indicated

on the Order Form (the "**Implementation Period**"). Whelen shall begin charging customer the fees indicated on the Order Form upon the expiration of the Implementation Period (the "**Subscription Commencement Date**").

6.2. Price Escalations. Whelen shall have the right to increase the fees for the Services at any time after the Effective Date to reflect any increase in Whelen's costs to provide the Services. Whelen shall provide Customer with written notice of such price adjustments at least thirty (30) days prior to the date any such price adjustment is to become effective. If Customer does not agree to such increase in fees, Customer may terminate the applicable Order form and this Agreement, provided there are no active Order Forms subject to this Agreement, with written notice to Whelen effective upon the day prior to the date that such price adjustment would have taken effect.

6.3. Taxes. Unless Customer is a tax-exempt organization, Customer will be responsible for payment of any applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Whelen's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Whelen free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Whelen will be Customer's sole responsibility, and Customer will, upon Whelen's request, provide Whelen with official receipts issued by appropriate taxing authorities, or such other evidence as Whelen may reasonably request, to establish that such taxes have been paid. If customer is exempt from taxation under this Section 6.3, Customer shall supply Whelen with documentation from the IRS or other relevant taxing authority evidencing Customer's exemption from taxation..

6.4. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from a date thirty (30) days after the due date until paid. In the event any invoice remains unpaid forty-five (45) or more days from the due date, Whelen may, in its discretion, suspend the Services until the invoice is paid in full.

6.5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Whelen may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Whelen with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6.3. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

7. TREATMENT OF CONFIDENTIAL INFORMATION.

7.1. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential and/or proprietary. Both Parties agree that all items of Confidential Information are confidential and/or proprietary to the disclosing

CONFIDENTIAL

Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes of meeting its obligations or exercising its rights under this Agreement; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except as necessary for the purposes of meeting its obligations or exercising its rights under this Agreement; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access for the purposes of meeting its obligations or exercising its rights under this Agreement and who have been advised of and have agreed in writing to treat such information in accordance with terms substantially similar to the terms of this Agreement; and (d) subject to Section 12, to the extent practicable and except to the extent the receiving Party has continuing rights with respect to such Confidential Information, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement for any reason, provided that to the extent a Party retains Confidential Information of the other Party as permitted under this part (d) such Party shall maintain the confidentiality of such retained Confidential Information for so long as it is retained.

7.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reference to the Confidential Information of the discloser; or (f) is approved in writing for such use, release or disclosure by the disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to enable the other Party to attempt to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Notwithstanding any such compelled disclosure by the receiving Party, such compelled disclosure will not otherwise affect the receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

7.4. Non-Exclusive Equitable Remedy. Customer acknowledges and agrees that due to the unique nature of Whelen's Confidential Information, there is no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow Customer or third parties to unfairly compete with Whelen, resulting in irreparable harm to Whelen, and therefore, that upon any such breach or any threat thereof, Whelen shall be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting a bond, in addition to whatever remedies Whelen might have at law or in equity under this Agreement. Any breach of this Section 7 by Customer or an Authorized User will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of Whelen.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Mutual Representations and Warranties. Each Party hereby represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. Whelen Representations and Warranties. Whelen hereby represents and warrants that (a) Whelen will use commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used by Customer or any Authorized User in accordance with this Agreement, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services using personnel with the requisite skill, experience, and qualifications.

8.3. Customer Representations and Warranties. Customer hereby represents and warrants that (a) Customer has and will have all necessary licenses, approvals, and consents required to perform its obligations hereunder, (b) without limiting the foregoing, Customer has and will have adequate authority to share the Customer Content with Whelen as set forth herein and permit Whelen to use and disclose the Customer Content as contemplated herein, and (c) any Customer Content provided by Customer to Whelen for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state, municipal, and local laws, rules, regulations, and judicial orders (including, but not limited to, applicable policies, laws, and orders related to spamming, privacy, and consumer protection).

9. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY.

9.1. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE", WITH ALL FAULTS, AND WHELEN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES (INCLUDING FIELD SOLUTIONS ENGINEERS) WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHELEN AND ITS VENDORS AND

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LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, CUSTOMER'S DATA, OR CUSTOMER SYSTEMS. WHELEN WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

9.2. Exclusions of Remedies; Limitation of Liability. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL FEES PAID TO WHELEN BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OR (II) TEN THOUSAND DOLLARS (\$10,000). THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

9.3. Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Section 9 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

10. INDEMNIFICATION.

10.1. Whelen's Indemnity Obligations. Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement ("**Damages**") resulting from any claim by any third party (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with the terms and conditions of this Agreement infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, or (b) arising out of Whelen's gross

negligence or willful misconduct. Customer shall promptly notify Whelen in writing of the claim, cooperate with Whelen, and allow Whelen sole authority to control the defense and settlement of such claim; provided that Whelen will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost. If a claim for infringement is made or appears possible, Whelen may, at Whelen's sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided under this Section 10.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES WHELEN'S AND ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT AND ARE IN LIEU OF ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10.2. Customer's Indemnity Obligations. Customer agrees to hold harmless, indemnify, and, at Whelen's option, defend Whelen from and against any Damages resulting from (a) breach by Customer or its Authorized Users of any term or condition of this Agreement, (b) Customer's gross negligence or willful misconduct, (c) Whelen's use of the Customer Content as permitted herein, (d) use of the Application Services in Life Critical Applications, (e) personal injury or damage to Whelen property arising at the Customer's location, or (f) a Customer Indemnity Responsibility. Whelen shall promptly notify Customer of the claim, cooperate with Customer, and, if elected by Whelen, allow Customer sole authority to control the defense and settlement of such claim; provided that Customer will not settle any third-party claim against Whelen unless such settlement completely and forever releases Whelen from all liability with respect to such claim or unless Whelen consents to such settlement, and further provided that Whelen will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost.

11. TERM AND TERMINATION.

11.1. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue for the duration set forth in the Order Form (the "**Term**"). The Term may be extended or renewed by mutual written agreement of the Parties.

11.2. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party, by providing written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this

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Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

11.3. Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

11.4. Additional Whelen Termination and Suspension Rights. Upon written notice to Customer, Whelen may suspend or terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item made available through the Application Services or Whelen's right to use such Third Party Item, expires or is terminated or is modified in any manner that Whelen believes would impair its ability to provide such Application Services. In addition, Whelen reserves the right, in its sole discretion, to suspend Customer's access to any Application Services (i) upon notice to Customer if Whelen reasonably suspects that Customer has breached this Agreement; or (ii) for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Application Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Whelen from potential legal liability; or (d) in the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, and Whelen will use reasonable efforts to provide Customer with notice prior to or promptly following any such suspension of the Application Services pursuant to the foregoing ((a)-(d)). Whelen will promptly restore access to the Application Services as soon as the event giving rise to suspension has been resolved. Any suspension of the Services will not result in the tolling or any extension of the Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension. This Section will not be construed as imposing any obligation or duty on Whelen to monitor use of the Application Services.

11.5. Effect of Termination. Upon any expiration or earlier termination of this Agreement all Order Forms entered under this Agreement will automatically terminate simultaneously and, Customer will (a) immediately discontinue all use of the Application Services and any Whelen Confidential Information; and (b) promptly pay to Whelen all amounts due and payable under this Agreement. Termination of this Agreement prior to expiration of the Term shall not affect any other agreement between Whelen and Customer in place at the time of such termination, and Customer shall remain responsible for the payment of any amounts due to Whelen or its designee pursuant to such other agreement(s).

11.6. Survival. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the Parties' respective obligations under the provisions of Sections 1, 3, 6.4, 7, 9, 10, 11.5, 11.6, 12, and 13 will survive the termination of this Agreement. In addition, any provisions of the Third Party Terms that by their nature survive termination of this Agreement shall so survive.

12. DATA DELETION.

12.1. Request to Delete. Whelen shall delete or return Customer Content in its custody or control in accordance with Customer's instructions, including any applicable retention periods instructed by Customer or upon receipt of Customer's written request via the Organization Data Deletion Form. If Customer does not instruct a retention period for Customer Content or submit an Organization Data Deletion Form, then Whelen will delete Customer Content in accordance with Whelen's data retention policy.

12.2. Deletion Exceptions. Notwithstanding anything to the contrary, Customer acknowledges and agrees that any obligation to delete Customer Content excludes any Customer Content (a) that Whelen is required to retain, or prohibited from deleting, under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within Whelen's logs or archived on Whelen's back-up systems (which shall be deleted in the normal course according to Whelen's policies and procedures), or (d) that is aggregated or anonymized data. For so long as Whelen retains any Customer Content under this Section, Whelen's obligations under Sections 5 and 7 shall survive and apply to the retained Customer Content, and, when Whelen retains any Customer Content for purposes of (a) or (b) of this Section, Whelen shall only process the retained Customer Content for the purpose for which it was retained and delete the Customer Content as soon as the purpose for which it was retained no longer applies. Whelen acknowledges that Customer Content retained under this Section may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer's reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

12.3. Certification of Deletion. The Parties acknowledge and agree that the Organization Data Deletion Form, once executed and returned by Whelen, serves as a written certification of destruction designed to prevent retrieval or recreation of data according to Whelen's standards and policies.

12.4. Option for Return. Within ten (10) days of termination of this Agreement, in the event Customer wishes for Customer Content to be returned, Customer shall notify Whelen in writing requesting the return of Customer Content. Except for any Customer Content that Customer requested to delete, Whelen will return Customer Content in a structured format reasonably agreed upon by the Parties within sixty (60) days of receipt of a request under this Section 12.4.

13. MISCELLANEOUS.

13.1. Entire Agreement. This Agreement together with the Order Form sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event of any conflict between the terms and conditions set forth in the body of this Agreement, any exhibits or attachments hereto, and the Order Form, the terms and conditions set forth in the body of this Agreement shall control unless an exception is expressly stated in as such in an exhibit, attachment, or the Order Form.

13.2. Independent Contractors. In making and performing this Agreement, Customer and Whelen act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee

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relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

13.3. Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to Whelen as set forth below and to Customer at its address set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Whelen, Inc.
51 Winthrop Rd.
Chester, CT 06412
Attn: CFO

13.4. Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

13.5. Assignment. Customer shall not assign any of its rights or duties under this Agreement without the prior written consent of Whelen, and, absent such consent, any attempted assignment will be null, void and of no effect.

13.6. No Third Party Beneficiaries. The Parties acknowledge that, except as expressly set forth in this Agreement, the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Except as expressly set forth in this Agreement, nothing herein will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.7. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.8. Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

13.9. Force Majeure. Except with respect to payment obligations hereunder, if any, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party

may terminate this Agreement upon thirty (30) days' written notice and the Agreement shall terminate if such performance has not resumed within those thirty (30) days.

13.10. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of Connecticut, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Middlesex County, Connecticut. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen. The prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

13.11. Publicity. Subject to Customer's prior review and approval, Whelen may use Customer's name and logo in marketing materials and on its website to identify Customer as a Whelen client. Except as provided in this Section and as required by applicable law, neither Party will use the other Party's name or logo in any advertisement, news release, or other public communication without the consent of the other Party which will not be unreasonably withheld, delayed, or qualified.

13.12. U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

13.13. Counterparts. The Order Form to which this Agreement is attached and incorporated may be executed in any number of counterparts via electronic or facsimile means, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

13.14. Affiliates, Subcontractors, and Vendors. Some or all of the Services, including support, may be provided by Whelen's affiliates, agents, subcontractors, and information system vendors. The rights and obligations of Whelen may be, in whole or in part, exercised or fulfilled by the foregoing entities.

13.15. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("*USA Patriot Act*") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen anticipates fully complying with all its obligations, and availing itself of all its rights, under the USA Patriot Act.

13.16. Export Compliance. Customer acknowledges that the Application Services may be subject to export control laws. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the United States without prior government authorization to the extent required by applicable regulation.

13.17. Electronic Execution. Each Party acknowledges and agrees that the Order Form may be executed by the Parties in electronic form (e.g., by an electronic or digital signature or other

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means of demonstrating assent). Customer acknowledges and agrees it will not contest the validity or enforceability of the Order Form, this Agreement or any related documents, including under

any applicable statute of frauds, due to such execution in electronic form.

|End of Terms|



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/2025	RESOLUTION NO.	R032525C
TITLE OF AGENDA ITEM	Request to Approve SmartSheet Software Payment		
PRESENTER/DEPARTMENT	Jennifer Roam, Business Solutions Group		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	Smartsheet is an online collaboration tool used across all departments in the city for internal collaboration and external form submissions for citizens. It streamlines workflows by automating processes, sending notifications, and serving as a shared workspace for employees. It provides capabilities like real-time updates, task tracking, and integrations with other city utilized software. Smartsheet allows the City to enhance efficiency and communication. This year, we are expanding our usage by adding 20 new licenses (for a total of 100 licenses) to further support our growing needs and improve productivity citywide.		
EXPENDITURE \$	68,104.66		
BUDGETED \$	70,000		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☒ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☐ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		10101012-43100

RESOLUTION NO R032525C

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY APPROVING RENEWAL OF SMARTSHEET
AGREEMENT AND PAYMENT OF 2025 INVOICE**

WHEREAS, the City of Fishers (“City”) utilizes Smartsheet as an online collaboration tool for all City departments;

WHEREAS, the City desires to add twenty (20) licenses, for a total of one hundred (100) user licenses to support additional staff needs; and

WHEREAS, the City desires to renew its agreement with Smartsheet, add twenty (20) licenses and pay the Smartsheet invoice attached hereto and incorporated herein as Exhibit A in the amount of Sixty Eight Thousand One Hundred Four Dollars and 66/100 (\$68,104.66);

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby approves additional licenses, renewal of agreement and payment of the 2025 invoice for Smartsheet software as more particularly described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor to execute the invoice for Smartsheet software and any other documents necessary to implement the agreement.
- Section 3.** This Resolution is in effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the Board of Public Works & Safety of the City of Fishers, Indiana on this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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

Customer Contact Information

	Contract Owner	Billing Contact
Contact Name	Jennifer Roam	Tanya Rasmussen
Email	roamj@fishers.in.us	ramussent@fishers.in.us
Phone	3175953124	317-595-3102

Customer Address Information

	Ship To	Bill To
Addressee	City of Fishers	City of Fishers
Address Line 1	1 Municipal Drive	1 Municipal Drive
Address Line 2		
City	Fishers	Fishers
State	IN	IN
Zip	46038	46038
Country Code	US	US

Invoice Details

Customer Name	City of Fishers
Account ID	16628
Payment Terms	Net 30
Purchase Order Number	
Memo	Annual Renewal
Invoice Date	3/12/2025
Due Date	4/11/2025

Category	Region	Product	Plan ID	Unit Price	Unit Quantity	Subscription Term	Total Net Price
Subscription Service	com-us	Enterprise Plan plus Standard Support - Paid User	9260531	490.00	80	3/12/2025 - 3/11/2026	39,200.00 USD
Subscription Service	com-us	Premium App Pack	9260531	12,700.00	1	3/12/2025 - 3/11/2026	12,700.00 USD
Subscription Service	com-us	Dynamic View up to 500 configurations	9260531	12,200.00	1	3/12/2025 - 3/11/2026	12,200.00 USD
Subscription Service	com-us	Enterprise Plan plus Standard Support - Paid User	9260531	490.00	20	3/12/2025 - 3/11/2026	9,800.00 USD
Subscription Service	com-us	Enterprise Plan plus Standard Support - Paid User	9260531	44.30	(80-	3/12/2025 - 4/13/2025	-3,544.11 USD
Subscription Service	com-us	Premium App Pack	9260531	1,148.22	(1-	3/12/2025 - 4/13/2025	-1,148.22 USD
Subscription Service	com-us	Dynamic View up to 500 configurations	9260531	1,103.01	(1-	3/12/2025 - 4/13/2025	-1,103.01 USD
Subtotal							68,104.66 USD
Tax Total							0.00 USD
Total							68,104.66 USD
Amount Applied							(0.00) USD
Amount Due							68,104.66 USD



Invoice #INV2285366

Credit Card and Bank Transfer

Use our [Invoice Payment Page](#) to make a secure payment by credit card or Bank Transfer (ACH Debit).

(https://netsuite-connector.stripe.com/payment/acct_1DW8J9KfMWkKLs7c/live/invoice/30286B3770CA93AAE063E91E8C0A2027_34213499)

ACH Credit and Wire

Bank Detail: Bank of America, N.A 100 W 33rd St New York, NY 10001

Routing #: 125000024

Account #: 138110596826

Wire ABA Routing #: 026009593

SWIFT Code: BOFAUS3N

Federal Tax ID: 20-2954357

Check Payment Details:

Please note your invoice number and remit to the address below. Only USD checks drawn on US banks accepted.

Smartsheet Inc.

PO Box 7410971

Chicago, IL 60674-0971

*Please email remittance advice to Remittanceadvice@smartsheet.com and include your invoice number (#INV2285366) in the reference/memo field of the transfer.

Questions? Visit us on our [Finance Support Webpage](#) or call (425) 326-3995 .

RESOLUTION NO R032525C

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY APPROVING RENEWAL OF SMARTSHEET
AGREEMENT AND PAYMENT OF 2025 INVOICE**

WHEREAS, the City of Fishers ("City") utilizes Smartsheet as an online collaboration tool for all City departments;

WHEREAS, the City desires to add twenty (20) licenses, for a total of one hundred (100) user licenses to support additional staff needs; and

WHEREAS, the City desires to renew its agreement with Smartsheet, add twenty (20) licenses and pay the Smartsheet invoice attached hereto and incorporated herein as Exhibit A in the amount of Sixty Eight Thousand One Hundred Four Dollars and 66/100 (\$68,104.66);

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby approves additional licenses, renewal of agreement and payment of the 2025 invoice for Smartsheet software as more particularly described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor to execute the invoice for Smartsheet software and any other documents necessary to implement the agreement.
- Section 3.** This Resolution is in effect from and upon its adoption and in accordance with Indiana law.

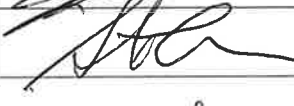
ALL OF WHICH IS RESOLVED by the Board of Public Works & Safety of the City of Fishers, Indiana on this 25th day of March 2025.

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

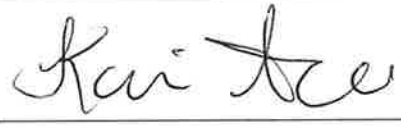
YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST:


Kari Adriano, Board Clerk

DATE:

3/25/25



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

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

Customer Contact Information

	Contract Owner	Billing Contact
Contact Name	Jennifer Roam	Tanya Rasmussen
Email	roamj@fishers.in.us	ramussent@fishers.in.us
Phone	3175953124	317-595-3102

Customer Address Information

	Ship To	Bill To
Addressee	City of Fishers	City of Fishers
Address Line 1	1 Municipal Drive	1 Municipal Drive
Address Line 2		
City	Fishers	Fishers
State	IN	IN
Zip	46038	46038
Country Code	US	US

Invoice Details

Customer Name	City of Fishers
Account ID	16628
Payment Terms	Net 30
Purchase Order Number	
Memo	Annual Renewal
Invoice Date	3/12/2025
Due Date	4/11/2025

Category	Region	Product	Plan ID	Unit Price	Unit Quantity	Subscription Term	Total Net Price
Subscription Service	com-us	Enterprise Plan plus Standard Support - Paid User	9260531	490.00	80	3/12/2025 - 3/11/2026	39,200.00 USD
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Subscription Service	com-us	Enterprise Plan plus Standard Support - Paid User	9260531	44.30	(80-	3/12/2025 - 4/13/2025	-3,544.11 USD
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Subtotal							68,104.66 USD
Tax Total							0.00 USD
Total							68,104.66 USD
Amount Applied							(0.00) USD
Amount Due							68,104.66 USD



Invoice #INV2285366

Credit Card and Bank Transfer

Use our [Invoice Payment Page](#) to make a secure payment by credit card or Bank Transfer (ACH Debit).

(https://netsuite-connector.stripe.com/payment/acct_1DW8J9KfMWkKLs7c/live/invoice/30286B3770CA93AAE063E91E8C0A2027_34213499)

ACH Credit and Wire

Bank Detail: Bank of America, N.A 100 W 33rd St New York, NY 10001

Routing #: 125000024

Account #: 138110596826

Wire ABA Routing #: 026009593

SWIFT Code: BOFAUS3N

Federal Tax ID: 20-2954357

Check Payment Details:

Please note your invoice number and remit to the address below. Only USD checks drawn on US banks accepted.

Smartsheet Inc.

PO Box 7410971

Chicago, IL 60674-0971

*Please email remittance advice to Remittanceadvice@smartsheet.com and include your invoice number (#INV2285366) in the reference/memo field of the transfer.

Questions? Visit us on our [Finance Support Webpage](#) or call (425) 326-3995 .



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/2025	RESOLUTION NO.	
TITLE OF AGENDA ITEM	Request to Award Bid and Approve Contract for 116th and Allisonville Roundabout		
PRESENTER/DEPARTMENT	Hatem Mekky - Director of Engineering		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	On January 28, 2025, bids were opened for the construction of a roundabout at the intersection of 116th street and Allisonville Road. 2 Companies submitted bids with Rieth- Riley Construction being the lowest, responsible bidder submitting a bid for construction in 2025 of \$2,812,605.50 and an alternate amount provided for construction in 2026 for \$3,114,515.00. The second bid came from E&B Paving their 2025 bid was \$3,015,757.25 and 2026 at \$3,180,832.14 Funding for this project will come from the RA 2024 Construction Bond.		
EXPENDITURE \$	\$3,114,515.00		
BUDGETED \$	\$3,986,588.47		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☒ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☒ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:	RA 2024 Construction Bond Yes	

RESOLUTION NO. R032525D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AWARDDING BID AND APPROVING CONTRACT
(116th AND ALLISONVILLE ROUNDABOUT)**

WHEREAS, the City of Fishers, Hamilton County, Indiana, (“Fishers”) desires to approve a bid and award a contract for the construction of a roundabout at 116th Street and Allisonville Road (“Project”);

WHEREAS, Fishers bid the Project in accordance with Ind. Code §36-1-12 *et seq.*, and received two (2) bid responses, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Fishers now desires to award the bid to the lowest, responsible and responsive bidder, Rieth-Riley Construction Co., in an amount not to exceed Two Million, Eight Hundred Twelve Thousand, Six Hundred Five Dollars and 00/100 (\$2,812,605.50) for 2025 and Three Million, One Hundred Fourteen Thousand Five Hundred Fifteen Dollars and 00/00 (\$3,114,515.00) for 2026 and approve the contract for the construction of the Project attached hereto and incorporated herein as Exhibit B.

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

- Section 1.** The Board hereby awards the bid to Rieth-Riley Construction Co., Inc. and approves the contract for the Project in a form of substantially similar to the contract attached as Exhibit B.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the bid award and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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

116th Street and Allisonville Road Roundabout (#9420031)
Owner: City of Fishers
Solicitor: Fishers IN, City of
01/28/2025 11:00 AM EST

Section Title	Line Item	Item Code	Item Description	Quantity	Engineer Estimate		Rieth-Riley Construction		E&B Paving - CO 02	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
116th and Allisonville RAB						\$0.00		\$2,812,602.50		\$3,015,757.25
	1	101	CONSTRUC LS	1			\$26,500.00	\$26,500.00	\$35,199.33	\$35,199.33
	2	102	MOBILIZATI LS	1			\$142,934.60	\$142,934.60	\$300,000.00	\$300,000.00
	3	103	CLEARING LS	1			\$60,100.00	\$60,100.00	\$20,000.00	\$20,000.00
	4	104	MAINTAINII LS	1			\$29,730.00	\$29,730.00	\$29,860.67	\$29,860.67
	5	105	EXCAVATIO CYS	3835			\$38.00	\$145,730.00	\$50.00	\$191,750.00
	6	106	BORROW CYS	38			\$0.01	\$0.38	\$55.12	\$2,094.56
	7	107	CENTER CL SYS	25			\$65.95	\$1,648.75	\$57.65	\$1,441.25
	8	108	CURB, CON LFT	3972			\$13.20	\$52,430.40	\$12.65	\$50,245.80
	9	109	CURB AND LFT	1160			\$12.70	\$14,732.00	\$13.15	\$15,254.00
	10	110	SIDEWALK, SYS	835			\$20.85	\$17,409.75	\$24.82	\$20,724.70
	11	111	INLET, REM EA	7			\$500.00	\$3,500.00	\$679.18	\$4,754.26
	12	112	PAVEMENT SYS	3763			\$25.00	\$94,075.00	\$20.00	\$75,260.00
	13	113	LIGHT STAN EA	12			\$1,000.00	\$12,000.00	\$1,000.00	\$12,000.00
	14	114	PIPE, REMC LFT	173			\$29.65	\$5,129.45	\$15.45	\$2,672.85
	15	115	SIGN, SHEE EA	5			\$300.00	\$1,500.00	\$300.00	\$1,500.00
	16	116	CONCRETE EA	1			\$5,555.00	\$5,555.00	\$1,605.00	\$1,605.00
	17	117	TEMPORAR LFT	2031			\$3.75	\$7,616.25	\$2.00	\$4,062.00
	18	118	TEMPORAR EA	57			\$360.00	\$20,520.00	\$225.00	\$12,825.00
	19	119	TEMPORAR LBS	49			\$20.00	\$980.00	\$20.00	\$980.00
	20	120	TEMPORAR TON	1			\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	21	121	SEDIMENT, CYS	50			\$35.00	\$1,750.00	\$16.94	\$847.00
	22	122	SUBGRADE SYS	538			\$29.85	\$16,059.30	\$54.29	\$29,208.02
	23	123	SUBGRADE SYS	1242			\$4.52	\$5,613.84	\$9.38	\$11,649.96
	24	124	SUBGRADE SYS	9480			\$12.75	\$120,870.00	\$15.00	\$142,200.00
	25	125	STRUCTUR CYS	111			\$49.45	\$5,488.95	\$94.14	\$10,449.54
	26	126	#8 CRUSHE CYS	36			\$97.60	\$3,513.60	\$103.13	\$3,712.68
	27	127	GEOTEXTIL SYS	267			\$3.35	\$894.45	\$4.02	\$1,073.34
	28	128	COMPACTE TON	3577			\$43.20	\$154,526.40	\$44.09	\$157,709.93
	29	129	BRICK PAVI SYS	494			\$30.00	\$14,820.00	\$83.33	\$41,165.02
	30	130	GEOGRID,` SYS	595			\$3.15	\$1,874.25	\$3.67	\$2,183.65
	31	131	DENSE GR/ CYS	99			\$104.00	\$10,296.00	\$130.02	\$12,871.98
	32	132	QC/QA-HM TON	1237			\$147.90	\$182,952.30	\$127.00	\$157,099.00
	33	133	QC/QA-HM TON	996			\$82.55	\$82,219.80	\$88.00	\$87,648.00
	34	134	QC/QA-HM TON	1560			\$87.60	\$136,656.00	\$80.00	\$124,800.00
	35	135	JOINT ADHI LFT	1605			\$0.84	\$1,348.20	\$1.00	\$1,605.00
	36	136	JOINT ADHI LFT	1605			\$0.92	\$1,476.60	\$1.00	\$1,605.00
	37	137	QC/QA-HM TON	1216			\$85.65	\$104,150.40	\$79.00	\$96,064.00
	38	138	ASPHALT FI TON	6.3			\$0.01	\$0.06	\$0.01	\$0.06
	39	139	MILLING, A SYS	3232			\$3.60	\$11,635.20	\$3.10	\$10,019.20
	40	140	PCCP, 7 IN. SYS	246			\$102.70	\$25,264.20	\$100.00	\$24,600.00
	41	141	SIDEWALK, SYS	523			\$66.75	\$34,910.25	\$50.00	\$26,150.00
	42	142	CURB RAMI SYS	245			\$166.25	\$40,731.25	\$155.00	\$37,975.00
	43	143	DETECTABI SYS	35			\$380.00	\$13,300.00	\$150.00	\$5,250.00
	44	144	CURB, CON LFT	3610			\$30.00	\$108,300.00	\$25.00	\$90,250.00
	45	145	CURB AND LFT	1974			\$28.25	\$55,765.50	\$30.00	\$59,220.00
	46	146	CENTER CL SYS	156			\$162.60	\$25,365.60	\$200.00	\$31,200.00
	47	147	CURB AND LFT	315			\$29.50	\$9,292.50	\$25.00	\$7,875.00
	48	148	PCCP FOR. SYS	538			\$99.10	\$53,315.80	\$105.00	\$56,490.00
	49	149	MOBILIZATI EA	2			\$250.00	\$500.00	\$250.00	\$500.00
	50	150	TOPSOIL CYS	88			\$105.00	\$9,240.00	\$95.21	\$8,378.48
	51	151	FERTILIZER TON	0.09			\$800.00	\$72.00	\$800.00	\$72.00
	52	152	SEED MIXTI LBS	32.75			\$60.00	\$1,965.00	\$60.00	\$1,965.00
	53	153	SEED MIXTI LBS	32.75			\$20.00	\$655.00	\$20.00	\$655.00
	54	154	MULCHING TON	0.44			\$2,000.00	\$880.00	\$2,000.00	\$880.00
	55	155	SODDING, SYS	509			\$5.00	\$2,545.00	\$5.00	\$2,545.00
	56	156	TREE, AUTL EA	14			\$488.40	\$6,837.60	\$488.40	\$6,837.60
	57	157	PLANT, REC EA	58			\$77.80	\$4,512.40	\$77.80	\$4,512.40
	58	158	PLANT, KAL EA	34			\$58.20	\$1,978.80	\$58.20	\$1,978.80
	59	159	PLANT, NOI EA	128			\$47.00	\$6,016.00	\$47.00	\$6,016.00
	60	160	TREE, PRIN EA	3			\$447.00	\$1,341.00	\$447.00	\$1,341.00
	61	161	TREE, WINT EA	15			\$451.60	\$6,774.00	\$451.60	\$6,774.00
	62	162	PLANT, BRI EA	79			\$58.20	\$4,597.80	\$58.20	\$4,597.80
	63	163	PLANT, THE EA	197			\$48.40	\$9,534.80	\$48.40	\$9,534.80
	64	164	PLANT, CLE EA	21			\$15.76	\$330.96	\$15.76	\$330.96

65	165 PLANT, MAI EA	29	\$15.76	\$457.04	\$15.76	\$457.04
66	166 PLANT, MIL EA	21	\$15.76	\$330.96	\$15.76	\$330.96
67	167 PLANT, LITI EA	204	\$15.76	\$3,215.04	\$15.76	\$3,215.04
68	168 PLANT, AUI EA	72	\$15.76	\$1,134.72	\$15.76	\$1,134.72
69	169 PIPE, TYPE LFT	271	\$89.55	\$24,268.05	\$93.30	\$25,284.30
70	170 PIPE, TYPE LFT	132	\$86.50	\$11,418.00	\$108.05	\$14,262.60
71	171 PIPE, TYPE LFT	79	\$82.00	\$6,478.00	\$150.34	\$11,876.86
72	172 PIPE, TYPE LFT	1693	\$9.50	\$16,083.50	\$10.26	\$17,370.18
73	173 VIDEO INSE LFT	1693	\$2.50	\$4,232.50	\$1.00	\$1,693.00
74	174 GEOTEXTIL SYS	1465	\$3.75	\$5,493.75	\$3.75	\$5,493.75
75	175 AGGREGAT CYS	248	\$69.50	\$17,236.00	\$69.50	\$17,236.00
76	176 INLET, F7 EACH	1	\$2,700.00	\$2,700.00	\$5,041.59	\$5,041.59
77	177 INLET, R13 EACH	2	\$3,380.00	\$6,760.00	\$4,768.35	\$9,536.70
78	178 MANHOLE, EACH	3	\$5,200.00	\$15,600.00	\$6,564.66	\$19,693.98
79	179 INLET, B15 EACH	9	\$3,780.00	\$34,020.00	\$4,916.04	\$44,244.36
80	180 INLET, C15 EACH	10	\$4,115.00	\$41,150.00	\$4,964.64	\$49,646.40
81	181 INLET, CAP EA	2	\$700.00	\$1,400.00	\$630.17	\$1,260.34
82	182 CASTING, II EA	5	\$950.00	\$4,750.00	\$1,332.16	\$6,660.80
83	183 CASTING, I EA	16	\$950.00	\$15,200.00	\$1,332.16	\$21,314.56
84	184 CASTING, T EA	2	\$1,315.00	\$2,630.00	\$1,382.74	\$2,765.48
85	185 CASTING, T EA	1	\$1,740.00	\$1,740.00	\$1,757.39	\$1,757.39
86	186 TEMPORAR LFT	264	\$4.25	\$1,122.00	\$2.11	\$557.04
87	187 TEMPORAR SYS	1038	\$11.25	\$11,677.50	\$10.37	\$10,764.06
88	188 DETECTABI EA	7	\$375.00	\$2,625.00	\$215.00	\$1,505.00
89	189 TEMPORAR EA	4	\$2,212.00	\$8,848.00	\$2,200.00	\$8,800.00
90	190 TEMPORAR LFT	1913	\$1.52	\$2,907.76	\$5.00	\$9,565.00
91	191 ROAD CLO: EA	4	\$258.00	\$1,032.00	\$258.00	\$1,032.00
92	192 DETOUR RC EA	41	\$162.00	\$6,642.00	\$162.00	\$6,642.00
93	193 CONSTRUC EA	34	\$145.00	\$4,930.00	\$219.00	\$7,446.00
94	194 BARRICADE LFT	300	\$15.00	\$4,500.00	\$15.88	\$4,764.00
95	195 CONSTRUC EA	31	\$85.00	\$2,635.00	\$108.00	\$3,348.00
96	196 TEMPORAR LFT	48	\$10.00	\$480.00	\$25.64	\$1,230.72
97	197 TEMPORAR EA	17	\$225.00	\$3,825.00	\$384.00	\$6,528.00
98	198 SIGN POST LFT	160	\$42.50	\$6,800.00	\$42.50	\$6,800.00
99	199 SIGN POST LFT	158	\$42.00	\$6,636.00	\$42.00	\$6,636.00
100	200 SIGN, SHEET SFT	225	\$38.00	\$8,550.00	\$38.00	\$8,550.00
101	201 SIGN, SHEET SFT	199	\$57.00	\$11,343.00	\$57.00	\$11,343.00
102	202 SIGNAL PEI EA	16	\$2,600.00	\$41,600.00	\$2,600.00	\$41,600.00
103	203 PEDESTRIA EA	16	\$1,690.00	\$27,040.00	\$1,690.00	\$27,040.00
104	204 RECTANGU EA	16	\$8,000.00	\$128,000.00	\$8,000.00	\$128,000.00
105	205 CONTROLL EA	16	\$500.00	\$8,000.00	\$500.00	\$8,000.00
106	206 SIGNAL PO EA	16	\$2,600.00	\$41,600.00	\$2,600.00	\$41,600.00
107	207 SOLAR POV EA	16	\$750.00	\$12,000.00	\$750.00	\$12,000.00
108	208 TRANSPOR LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
109	209 TRAFFIC SIG LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
110	210 HANDHOLE EA	6	\$2,400.00	\$14,400.00	\$2,400.00	\$14,400.00
111	211 LIGHTING F EA	8	\$2,900.00	\$23,200.00	\$2,900.00	\$23,200.00
112	212 LUMINAIRE EA	12	\$600.00	\$7,200.00	\$600.00	\$7,200.00
113	213 CONDUIT, 1 LFT	534	\$63.00	\$33,642.00	\$63.00	\$33,642.00
114	214 WIRE, NO. 1 LFT	649	\$18.00	\$11,682.00	\$18.00	\$11,682.00
115	215 LIGHT POLI EA	4	\$1,300.00	\$5,200.00	\$1,300.00	\$5,200.00
116	216 LIGHT POLI EA	4	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00
117	217 SERVICE PO EA	1	\$15,050.00	\$15,050.00	\$15,050.00	\$15,050.00
118	218 CABLE, POI LFT	864	\$3.50	\$3,024.00	\$3.50	\$3,024.00
119	219 CONNECTC EA	8	\$200.00	\$1,600.00	\$200.00	\$1,600.00
120	220 CONNECTC EA	8	\$200.00	\$1,600.00	\$200.00	\$1,600.00
121	221 MULTIPLE C EA	16	\$150.00	\$2,400.00	\$150.00	\$2,400.00
122	222 INSULATIO EA	17	\$120.00	\$2,040.00	\$120.00	\$2,040.00
123	223 WIRE, NO. 1 LFT	354	\$18.00	\$6,372.00	\$18.00	\$6,372.00
124	224 TRANSVER: LFT	550	\$14.26	\$7,843.00	\$14.26	\$7,843.00
125	225 LINE, THER LFT	612	\$2.11	\$1,291.32	\$2.11	\$1,291.32
126	226 LINE, THER LFT	1345	\$1.32	\$1,775.40	\$1.32	\$1,775.40
127	227 LINE, THER LFT	61	\$8.29	\$505.69	\$8.29	\$505.69
128	228 LINE, THER LFT	55	\$3.92	\$215.60	\$3.92	\$215.60
129	229 TRANSVER: LFT	128	\$24.81	\$3,175.68	\$24.81	\$3,175.68
130	230 LINE, THER LFT	4108	\$1.32	\$5,422.56	\$1.32	\$5,422.56
131	231 LINE, THER LFT	104	\$2.11	\$219.44	\$2.11	\$219.44
132	232 TRANSVER: LFT	38	\$14.26	\$541.88	\$14.26	\$541.88
133	233 PAVEMENT EA	18	\$211.00	\$3,798.00	\$211.00	\$3,798.00
134	234 PAVEMENT EA	16	\$249.00	\$3,984.00	\$249.00	\$3,984.00
135	235 PAVEMENT EA	5	\$234.00	\$1,170.00	\$234.00	\$1,170.00
136	236 PAVEMENT EA	2	\$229.00	\$458.00	\$229.00	\$458.00

137	237 LINE, MULT LFT	72		\$2.34	\$168.48	\$2.34	\$168.48
138	238 TRANSVER LFT	13		\$15.48	\$201.24	\$15.48	\$201.24
139	239 TRANSVER LFT	19		\$9.62	\$182.78	\$9.62	\$182.78
140	240 GROOVING LFT	6253		\$0.76	\$4,752.28	\$0.76	\$4,752.28
141	241 SNOWPLOI EA	1		\$102.00	\$102.00	\$102.00	\$102.00
142	242 SNOWPLOI EA	55		\$102.00	\$5,610.00	\$102.00	\$5,610.00
143	243 FIBER/NET LS	1		\$16,250.00	\$16,250.00	\$16,250.00	\$16,250.00
144	244 PLANT, NIC EA	50		\$58.20	\$2,910.00	\$58.20	\$2,910.00
145	245 PLANT, ANI EA	145		\$58.20	\$8,439.00	\$58.20	\$8,439.00
146	246 LITTLE QUIK EA	75		\$63.10	\$4,732.50	\$63.10	\$4,732.50
147	247 TREE, EXCL EA	7		\$669.70	\$4,687.90	\$669.70	\$4,687.90
148	248 PLANT, LOV EA	109		\$63.10	\$6,877.90	\$63.10	\$6,877.90
149	249 PLANT, KAF EA	20		\$45.60	\$912.00	\$45.60	\$912.00
150	250 PLANT, CAF EA	60		\$48.40	\$2,904.00	\$48.40	\$2,904.00
151	251 PLANT, DAI EA	40		\$45.60	\$1,824.00	\$45.60	\$1,824.00
152	252 PLANT, FRA EA	28		\$13.23	\$370.44	\$13.23	\$370.44
153	253 PLANT, LITI EA	20		\$13.23	\$264.60	\$13.23	\$264.60
154	254 PLANT, PAF EA	20		\$13.23	\$264.60	\$13.23	\$264.60
155	255 RIVER COB SFT	3900		\$4.65	\$18,135.00	\$4.65	\$18,135.00
156	256 LIMESTONE LFT	65		\$330.00	\$21,450.00	\$336.33	\$21,861.45
157	257 SIGNAL PO EA	4		\$5,500.00	\$22,000.00	\$5,500.00	\$22,000.00
158	258 TRAFFIC SIK EA	4		\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00
Mandatory - Alternate 1 2026			\$0.00		\$3,114,515.00		\$3,180,832.14
159	259 CONSTRUC LS	1		\$27,560.00	\$27,560.00	\$37,000.00	\$37,000.00
160	260 MOBILIZATI LS	1		\$153,361.46	\$153,361.46	\$380,000.00	\$380,000.00
161	261 CLEARING LS	1		\$63,235.00	\$63,235.00	\$25,000.00	\$25,000.00
162	262 MAINTAINII LS	1		\$30,800.00	\$30,800.00	\$32,515.86	\$32,515.86
163	263 EXCAVATIO CYS	3835		\$41.80	\$160,303.00	\$50.00	\$191,750.00
164	264 BORROW CYS	38		\$0.01	\$0.38	\$55.12	\$2,094.56
165	265 CENTER CL SYS	25		\$72.85	\$1,821.25	\$57.65	\$1,441.25
166	266 CURB, CON LFT	3972		\$14.85	\$58,984.20	\$12.65	\$50,245.80
167	267 CURB AND LFT	1160		\$14.15	\$16,414.00	\$13.15	\$15,254.00
168	268 SIDEWALK, SYS	835		\$23.20	\$19,372.00	\$24.82	\$20,724.70
169	269 INLET, REM EA	7		\$525.00	\$3,675.00	\$679.18	\$4,754.26
170	270 PAVEMENT SYS	3763		\$27.50	\$103,482.50	\$20.00	\$75,260.00
171	271 LIGHT STAN EA	12		\$1,200.00	\$14,400.00	\$1,200.00	\$14,400.00
172	272 PIPE, REMC LFT	173		\$32.00	\$5,536.00	\$15.45	\$2,672.85
173	273 SIGN, SHEE EA	5		\$350.00	\$1,750.00	\$350.00	\$1,750.00
174	274 CONCRETE EA	1		\$5,965.00	\$5,965.00	\$1,605.00	\$1,605.00
175	275 TEMPORAR LFT	2031		\$3.90	\$7,920.90	\$2.00	\$4,062.00
176	276 TEMPORAR EA	57		\$400.00	\$22,800.00	\$250.00	\$14,250.00
177	277 TEMPORAR LBS	49		\$25.00	\$1,225.00	\$25.00	\$1,225.00
178	278 TEMPORAR TON	1		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
179	279 SEDIMENT, CYS	50		\$45.00	\$2,250.00	\$16.94	\$847.00
180	280 SUBGRADE SYS	538		\$32.50	\$17,485.00	\$54.29	\$29,208.02
181	281 SUBGRADE SYS	1242		\$5.00	\$6,210.00	\$9.38	\$11,649.96
182	282 SUBGRADE SYS	9480		\$14.15	\$134,142.00	\$15.00	\$142,200.00
183	283 STRUCTUR CYS	111		\$56.85	\$6,310.35	\$94.14	\$10,449.54
184	284 #8 CRUSHE CYS	36		\$114.50	\$4,122.00	\$103.13	\$3,712.68
185	285 GEOTEXTIL SYS	267		\$3.70	\$987.90	\$4.02	\$1,073.34
186	286 COMPACTE TON	3577		\$50.10	\$179,207.70	\$44.09	\$157,709.93
187	287 BRICK PAVI SYS	494		\$32.00	\$15,808.00	\$83.33	\$41,165.02
188	288 GEOGRID, ' SYS	595		\$3.40	\$2,023.00	\$3.67	\$2,183.65
189	289 DENSE GR/ CYS	99		\$120.00	\$11,880.00	\$130.02	\$12,871.98
190	290 QC/QA-HM TON	1237		\$160.45	\$198,476.65	\$127.00	\$157,099.00
191	291 QC/QA-HM TON	996		\$90.00	\$89,640.00	\$88.00	\$87,648.00
192	292 QC/QA-HM TON	1560		\$95.10	\$148,356.00	\$80.00	\$124,800.00
193	293 JOINT ADHI LFT	1605		\$0.92	\$1,476.60	\$1.00	\$1,605.00
194	294 JOINT ADHI LFT	1605		\$0.98	\$1,572.90	\$1.00	\$1,605.00
195	295 QC/QA-HM TON	1216		\$93.00	\$113,088.00	\$79.00	\$96,064.00
196	296 ASPHALT FI TON	6.3		\$0.01	\$0.06	\$0.01	\$0.06
197	297 MILLING, A SYS	3232		\$3.95	\$12,766.40	\$3.10	\$10,019.20
198	298 PCCP, 7 IN. SYS	246		\$112.55	\$27,687.30	\$100.00	\$24,600.00
199	299 SIDEWALK, SYS	523		\$73.70	\$38,545.10	\$50.00	\$26,150.00
200	300 CURB RAMI SYS	245		\$184.00	\$45,080.00	\$155.00	\$37,975.00
201	301 DETECTABI SYS	35		\$400.00	\$14,000.00	\$150.00	\$5,250.00
202	302 CURB, CON LFT	3610		\$33.05	\$119,310.50	\$25.00	\$90,250.00
203	303 CURB AND LFT	1974		\$31.10	\$61,391.40	\$30.00	\$59,220.00
204	304 CENTER CL SYS	156		\$178.40	\$27,830.40	\$200.00	\$31,200.00
205	305 CURB AND LFT	315		\$32.50	\$10,237.50	\$25.00	\$7,875.00
206	306 PCCP FOR. SYS	538		\$108.85	\$58,561.30	\$105.00	\$56,490.00
207	307 MOBILIZATI EA	2		\$300.00	\$600.00	\$300.00	\$600.00

208	308 TOPSOIL CYS	88	\$115.00	\$10,120.00	\$97.87	\$8,612.56
209	309 FERTILIZER TON	0.09	\$850.00	\$76.50	\$850.00	\$76.50
210	310 SEED MIXT LBS	32.75	\$65.00	\$2,128.75	\$65.00	\$2,128.75
211	311 SEED MIXT LBS	32.75	\$25.00	\$818.75	\$25.00	\$818.75
212	312 MULCHING TON	0.44	\$2,500.00	\$1,100.00	\$2,500.00	\$1,100.00
213	313 SODDING, SYS	509	\$5.25	\$2,672.25	\$5.25	\$2,672.25
214	314 TREE, AUTL EA	14	\$497.97	\$6,971.58	\$497.97	\$6,971.58
215	315 PLANT, REC EA	58	\$79.26	\$4,597.08	\$79.26	\$4,597.08
216	316 PLANT, KAL EA	34	\$53.26	\$1,810.84	\$53.26	\$1,810.84
217	317 PLANT, NOI EA	128	\$47.84	\$6,123.52	\$47.84	\$6,123.52
218	318 TREE, PRIN EA	3	\$455.74	\$1,367.22	\$455.74	\$1,367.22
219	319 TREE, WINT EA	15	\$460.43	\$6,906.45	\$460.43	\$6,906.45
220	320 PLANT, BRI EA	79	\$59.26	\$4,681.54	\$59.26	\$4,681.54
221	321 PLANT, THE EA	197	\$49.27	\$9,706.19	\$49.27	\$9,706.19
222	322 PLANT, CLE EA	21	\$16.07	\$337.47	\$16.07	\$337.47
223	323 PLANT, MAI EA	29	\$16.07	\$466.03	\$16.07	\$466.03
224	324 PLANT, MIL EA	21	\$16.17	\$339.57	\$16.17	\$339.57
225	325 PLANT, LITI EA	204	\$16.07	\$3,278.28	\$16.07	\$3,278.28
226	326 PLANT, AU1 EA	72	\$16.07	\$1,157.04	\$16.07	\$1,157.04
227	327 PIPE, TYPE LFT	271	\$99.50	\$26,964.50	\$93.30	\$25,284.30
228	328 PIPE, TYPE LFT	132	\$95.75	\$12,639.00	\$108.05	\$14,262.60
229	329 PIPE, TYPE LFT	79	\$90.60	\$7,157.40	\$150.34	\$11,876.86
230	330 PIPE, TYPE LFT	1693	\$10.00	\$16,930.00	\$10.26	\$17,370.18
231	331 VIDEO INSF LFT	1693	\$2.65	\$4,486.45	\$1.00	\$1,693.00
232	332 GEOTEXTIL SYS	1465	\$3.95	\$5,786.75	\$3.75	\$5,493.75
233	333 AGGREGAT CYS	248	\$75.10	\$18,624.80	\$69.50	\$17,236.00
234	334 INLET, F7 EACH	1	\$3,000.00	\$3,000.00	\$5,041.59	\$5,041.59
235	335 INLET, R13 EACH	2	\$3,800.00	\$7,600.00	\$4,768.35	\$9,536.70
236	336 MANHOLE, EACH	3	\$5,700.00	\$17,100.00	\$6,564.66	\$19,693.98
237	337 INLET, B15 EACH	9	\$4,200.00	\$37,800.00	\$4,916.04	\$44,244.36
238	338 INLET, C15 EACH	10	\$4,600.00	\$46,000.00	\$4,964.64	\$49,646.40
239	339 INLET, CAP EA	2	\$800.00	\$1,600.00	\$630.17	\$1,260.34
240	340 CASTING, II EA	5	\$1,045.00	\$5,225.00	\$1,332.16	\$6,660.80
241	341 CASTING, I EA	16	\$1,045.00	\$16,720.00	\$1,332.16	\$21,314.56
242	342 CASTING, T EA	2	\$1,412.00	\$2,824.00	\$1,382.74	\$2,765.48
243	343 CASTING, T EA	1	\$1,975.00	\$1,975.00	\$1,757.39	\$1,757.39
244	344 TEMPORAR LFT	264	\$4.85	\$1,280.40	\$2.18	\$575.52
245	345 TEMPORAR SYS	1038	\$13.00	\$13,494.00	\$10.37	\$10,764.06
246	346 DETECTABI EA	7	\$350.00	\$2,450.00	\$215.00	\$1,505.00
247	347 TEMPORAR EA	4	\$2,450.00	\$9,800.00	\$2,200.00	\$8,800.00
248	348 TEMPORAR LFT	1913	\$2.70	\$5,165.10	\$1.57	\$3,003.41
249	349 ROAD CLO: EA	4	\$850.00	\$3,400.00	\$258.00	\$1,032.00
250	350 DETOUR RC EA	41	\$90.00	\$3,690.00	\$162.00	\$6,642.00
251	351 CONSTRUC EA	34	\$150.00	\$5,100.00	\$219.00	\$7,446.00
252	352 BARRICAD: LFT	300	\$18.00	\$5,400.00	\$15.88	\$4,764.00
253	353 CONSTRUC EA	31	\$85.00	\$2,635.00	\$108.00	\$3,348.00
254	354 TEMPORAR LFT	48	\$15.00	\$720.00	\$25.94	\$1,245.12
255	355 TEMPORAR EA	17	\$235.00	\$3,995.00	\$390.00	\$6,630.00
256	356 SIGN POST LFT	160	\$48.00	\$7,680.00	\$48.00	\$7,680.00
257	357 SIGN POST LFT	158	\$47.00	\$7,426.00	\$47.00	\$7,426.00
258	358 SIGN, SHEE SFT	225	\$43.00	\$9,675.00	\$43.00	\$9,675.00
259	359 SIGN, SHEE SFT	199	\$65.00	\$12,935.00	\$65.00	\$12,935.00
260	360 SIGNAL PEI EA	16	\$3,000.00	\$48,000.00	\$3,000.00	\$48,000.00
261	361 PEDESTRIA EA	16	\$2,000.00	\$32,000.00	\$2,000.00	\$32,000.00
262	362 RECTANGU EA	16	\$8,800.00	\$140,800.00	\$8,800.00	\$140,800.00
263	363 CONTROLL EA	16	\$600.00	\$9,600.00	\$600.00	\$9,600.00
264	364 SIGNAL PO EA	16	\$2,900.00	\$46,400.00	\$2,900.00	\$46,400.00
265	365 SOLAR POV EA	16	\$900.00	\$14,400.00	\$900.00	\$14,400.00
266	366 TRANSPOR LS	1	\$2,240.00	\$2,240.00	\$2,240.00	\$2,240.00
267	367 TRAFFIC SII LS	1	\$9,670.00	\$9,670.00	\$9,670.00	\$9,670.00
268	368 HANDHOLI EA	6	\$2,700.00	\$16,200.00	\$2,700.00	\$16,200.00
269	369 LIGHTING F EA	8	\$3,235.00	\$25,880.00	\$3,235.00	\$25,880.00
270	370 LUMINAIRE EA	12	\$635.00	\$7,620.00	\$635.00	\$7,620.00
271	371 CONDUIT, : LFT	534	\$72.00	\$38,448.00	\$72.00	\$38,448.00
272	372 WIRE, NO. : LFT	649	\$22.00	\$14,278.00	\$22.00	\$14,278.00
273	373 LIGHT POLI EA	4	\$1,570.00	\$6,280.00	\$1,570.00	\$6,280.00
274	374 LIGHT POLI EA	4	\$1,900.00	\$7,600.00	\$1,900.00	\$7,600.00
275	375 SERVICE PK EA	1	\$16,800.00	\$16,800.00	\$16,800.00	\$16,800.00
276	376 CABLE, POI LFT	864	\$4.50	\$3,888.00	\$4.50	\$3,888.00
277	377 CONNECTC EA	8	\$250.00	\$2,000.00	\$250.00	\$2,000.00
278	378 CONNECTC EA	8	\$250.00	\$2,000.00	\$250.00	\$2,000.00
279	379 MULTIPLE C EA	16	\$200.00	\$3,200.00	\$200.00	\$3,200.00

280	380 INSULATION EA	17	\$150.00	\$2,550.00	\$150.00	\$2,550.00
281	381 WIRE, NO. 14 LFT	354	\$20.00	\$7,080.00	\$20.00	\$7,080.00
282	382 TRANSVERSE LFT	550	\$9.00	\$4,950.00	\$14.69	\$8,079.50
283	383 LINE, THER LFT	612	\$2.00	\$1,224.00	\$2.18	\$1,334.16
284	384 LINE, THER LFT	1345	\$2.00	\$2,690.00	\$1.36	\$1,829.20
285	385 LINE, THER LFT	61	\$2.85	\$173.85	\$8.54	\$520.94
286	386 LINE, THER LFT	55	\$2.00	\$110.00	\$4.04	\$222.20
287	387 TRANSVERSE LFT	128	\$12.00	\$1,536.00	\$25.56	\$3,271.68
288	388 LINE, THER LFT	4108	\$2.00	\$8,216.00	\$1.36	\$5,586.88
289	389 LINE, THER LFT	104	\$2.00	\$208.00	\$2.18	\$226.72
290	390 TRANSVERSE LFT	38	\$9.00	\$342.00	\$14.69	\$558.22
291	391 PAVEMENT EA	18	\$320.00	\$5,760.00	\$218.00	\$3,924.00
292	392 PAVEMENT EA	16	\$375.00	\$6,000.00	\$257.00	\$4,112.00
293	393 PAVEMENT EA	5	\$345.00	\$1,725.00	\$242.00	\$1,210.00
294	394 PAVEMENT EA	2	\$210.00	\$420.00	\$236.00	\$472.00
295	395 LINE, MULT LFT	72	\$5.25	\$378.00	\$2.42	\$174.24
296	396 TRANSVERSE LFT	13	\$26.25	\$341.25	\$15.95	\$207.35
297	397 TRANSVERSE LFT	19	\$15.75	\$299.25	\$9.91	\$188.29
298	398 GROOVING LFT	6253	\$2.45	\$15,319.85	\$0.78	\$4,877.34
299	399 SNOWPLOW EA	1	\$105.00	\$105.00	\$106.00	\$106.00
300	400 SNOWPLOW EA	55	\$105.00	\$5,775.00	\$106.00	\$5,830.00
301	401 FIBER/NETWORK LS	1	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00
302	402 PLANT, NICE EA	50	\$59.26	\$2,963.00	\$59.26	\$2,963.00
303	403 PLANT, ANTI EA	145	\$59.26	\$8,592.70	\$59.26	\$8,592.70
304	404 LITTLE QUICK EA	75	\$64.26	\$4,819.50	\$64.26	\$4,819.50
305	405 TREE, EXCLUDED EA	7	\$682.99	\$4,780.93	\$682.99	\$4,780.93
306	406 PLANT, LOW EA	109	\$64.26	\$7,004.34	\$64.26	\$7,004.34
307	407 PLANT, KAF EA	20	\$46.41	\$928.20	\$46.41	\$928.20
308	408 PLANT, CAF EA	60	\$49.27	\$2,956.20	\$49.27	\$2,956.20
309	409 PLANT, DAI EA	40	\$46.41	\$1,856.40	\$46.41	\$1,856.40
310	410 PLANT, FRA EA	28	\$13.49	\$377.72	\$13.49	\$377.72
311	411 PLANT, LITI EA	20	\$13.49	\$269.80	\$13.49	\$269.80
312	412 PLANT, PAF EA	20	\$13.49	\$269.80	\$13.49	\$269.80
313	413 RIVER COB SFT	3900	\$5.00	\$19,500.00	\$5.00	\$19,500.00
314	414 LIMESTONE LFT	65	\$360.00	\$23,400.00	\$351.71	\$22,861.15
315	415 SIGNAL POLE EA	4	\$6,800.00	\$27,200.00	\$6,800.00	\$27,200.00
316	416 TRAFFIC SIGN EA	4	\$9,000.00	\$36,000.00	\$9,000.00	\$36,000.00
Base Bid Total:			\$0.00	\$2,812,602.50		\$3,015,757.25

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 31st day of January, 2025, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Rieth-Riley Construction Co., Inc ("Contractor"), for the project described as "116th Street & Allisonville Road Roundabout" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
One Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant Engineer:

A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

Project Engineer :

Hatem Mekky, P.E.
Director of Engineering
City of Fishers

Contractor:

Project:

116th Street & Allisonville Road Roundabout

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project.

From the earliest date to begin work date, the Contractor shall be given the 263 calendar days to reach Substantial Completion. From Substantial Completion the Contractor shall be given 21 calendar days to reach Final Completion.

While the expected Interim Completion Dates, Substantial Completion Dates, and Final Completion Dates are listed in the Instructions to Bidders' section of these Contract Documents, any delayed issuance of the Notice to Proceed Letter for any portion of the Contract shall result in a corresponding delay in the Interim, Substantial and Final Completion Dates. Contractual requirements of reaching Interim, Substantial and Final Completion on these portions of the Contract shall be defined by the calendar days expressed above.

After issuance of Notice to Proceed Letters, the Substantial and Final Completion Date shall only be subject to adjustments as authorized by Owner ("Contract Time"). No work requiring full or partial closure of any vehicular lanes or pedestrian pathways/sidewalk shall be allowed after the Substantial Completion Date. The Work shall be completed and ready for final payment in accordance the General Conditions on or before the Final Completion Date. Time limits stated in the Contract Documents are of the essence of this Agreement.

By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the

Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner one thousand and no hundredths dollars (\$1,000.00) for each day that expires after the time specified herein for Intermediate completion and Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that expires after the time specified herein for completion and readiness for final payment. If Contractor shall neglect, refuse or fail to open all traffic lanes during peak hours as defined in the plans and contract documents without any proper allowance thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that traffic lanes remain closed during morning or evening peak hours. The term "day" as used in the Contract documents shall mean calendar day unless otherwise specifically defined.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of _____ \$ _____ ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without

limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Owner reserves the right to accept any portion or combination of the alternate bids to establish the Contract Price upon issuance of Notice to Proceed. After issuance of Notice to Proceed, the Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or

obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance

will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Hatem Mekky, P.E.

City of Fishers

One Municipal Drive

Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was

intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for

Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

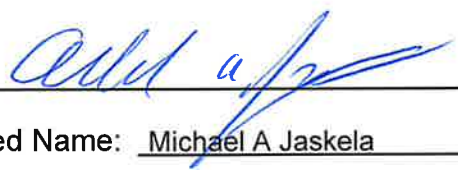
IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR: Rieth-Riley Construction Co., Inc

BY: _____

BY:  _____

Printed Name: _____

Printed Name: Michael A Jaskela

Title: _____

Title: Area Manager

Date: _____

Date: 2/4/2025

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: 116th Street & Allisonville Road Roundabout
WORK: Roundabout Construction at the intersection of 116th Street & Allisonville Road
DESIGN BY: A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-21, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered 1 through 72, inclusive with each sheet bearing the general title: 116th Street & Allisonville Road,.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. Special Provisions
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages Bid-6-1 to Bid-6-8, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the "Work")

Roundabout Construction at the intersection of 116th Street & Allisonville Road

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____ SS: _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

Itemized Bid Proposal found on Bid 6-1 to Bid 6-7

PAYMENT BOND
City of Fishers

Instructions to Bidder:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR (Name and Address): Rieth-Riley Construction Co., Inc.
1751 W. Minnesota
Indianapolis, IN 46221

SURETY: (Name and Address of Contractor Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER: City of Fishers
One Municipal Drive
Fishers, Indiana 46038

CONSTRUCTION CONTRACT

Date: January 28, 2025

Project Description ("Project"): 116th Street & Allisonville Road Roundabout

BOND

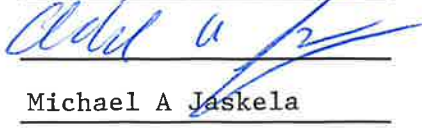
Bond Number: 108186336

Date: (Not earlier than Bid due date): February 4, 2025

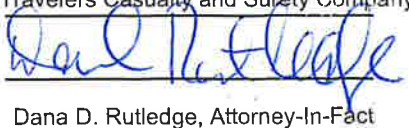
Penal Sum (100% of Contract Price) Three Million One Hundred Forty-Four Thousand Five Hundred Fifteen & 00/100 \$3,144,515.00

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company: Rieth-Riley Construction Co., Inc.
Signature: 
Printed: Michael A Jaskela
Title: Area Manager

"Surety"

Company: Travelers Casualty and Surety Company of America
By: 
Printed: Dana D. Rutledge, Attorney-In-Fact
Counter-signed: N/A

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this instrument, subject to the following terms.
2. If the Contractor shall promptly make payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or insurance premiums furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond. This Bond shall adhere to the requirements of Ind. Code §36-1-12-13.1.
3. The Surety's obligation to the Owner under this Bond shall arise after the Owner has notified the Contractor and the Surety of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.
5. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.
6. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
7. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state and county in which the project that is the subject of the Construction Contract is located. The minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
9. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Dana D. Rutledge** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

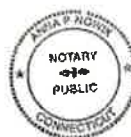
By:

Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **February**, **2025**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PERFORMANCE BOND
City of Fishers

Instructions to Bidder:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR (Name and Address): Rieth-Riley Construction Co., Inc.
1751 W. Minnesota
Indianapolis, IN 46221

SURETY: (Name and Address of Contractor Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER: City of Fishers
One Municipal Drive
Fishers, Indiana 46038

CONSTRUCTION CONTRACT

Date: January 28, 2025

Project Description ("Project"): 116th Street & Allisonville Road Roundabout

BOND

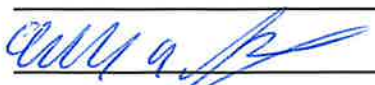
Bond Number: 108186336

Date: (Not earlier than Bid due date): February 4, 2025

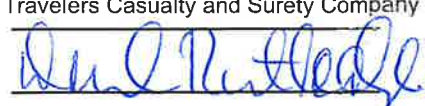
Penal Sum (100% of Contract Price) Three Million One Hundred Forty-Four Thousand Five Hundred Fifteen & 00/100 \$3,144,515.00

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company: Rieth-Riley Construction Co., Inc.
Signature: 
Printed: Michael A. Jaskela
Title: Area Manager

"Surety"

Company: Travelers Casualty and Surety Company of America
By: 
Printed: Dana D. Rutledge, Attorney-In-Fact
Counter-signed: N/A

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, including interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this instrument for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, whether during the original term, and any extensions which may be granted by the Owner, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Construction Contract, and shall fully indemnify, defend and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense, including attorneys' fees, which the Owner may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after

3.1 The Owner provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) calendar days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested shall be held within ten (10) calendar days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the prior consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors; or

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the

Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages, including attorneys' fees in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 7.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 7.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within three (3) years after a declaration of Contractor Default or within three (3) years after the Contractor ceased working or within three (3) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. This Bond shall adhere to the requirements of Ind. Code § 36-1-12-14.

RESOLUTION NO. R032525D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AWARDED BID AND APPROVING CONTRACT
(116th AND ALLISONVILLE ROUNDABOUT)**

WHEREAS, the City of Fishers, Hamilton County, Indiana, (“Fishers”) desires to approve a bid and award a contract for the construction of a roundabout at 116th Street and Allisonville Road (“Project”);

WHEREAS, Fishers bid the Project in accordance with Ind. Code §36-1-12 *et seq.*, and received two (2) bid responses, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Fishers now desires to award the bid to the lowest, responsible and responsive bidder, Rieth-Riley Construction Co., in an amount not to exceed Two Million, Eight Hundred Twelve Thousand, Six Hundred Five Dollars and 00/100 (\$2,812,605.50) for 2025 and Three Million, One Hundred Fourteen Thousand Five Hundred Fifteen Dollars and 00/00 (\$3,114,515.00) for 2026 and approve the contract for the construction of the Project attached hereto and incorporated herein as Exhibit B.

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

- Section 1.** The Board hereby awards the bid to Rieth-Riley Construction Co., Inc. and approves the contract for the Project in a form of substantially similar to the contract attached as Exhibit B.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the bid award and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa Member		

ATTEST:  DATE: 3/25/25
Kari Adriano, Board Clerk



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

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

116th Street and Allisonville Road Roundabout (#9420031)
Owner: City of Fishers
Solicitor: Fishers IN, City of
01/28/2025 11:00 AM EST

Section Title	Line Item	Item Code	Item Description	Quantity	Engineer Estimate		Rieth-Riley Construction		E&B Paving - CO 02	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
116th and Allisonville RAB						\$0.00		\$2,812,602.50		\$3,015,757.25
	1	101	CONSTRUC LS	1			\$26,500.00	\$26,500.00	\$35,199.33	\$35,199.33
	2	102	MOBILIZATI LS	1			\$142,934.60	\$142,934.60	\$300,000.00	\$300,000.00
	3	103	CLEARING LS	1			\$60,100.00	\$60,100.00	\$20,000.00	\$20,000.00
	4	104	MAINTAINII LS	1			\$29,730.00	\$29,730.00	\$29,860.67	\$29,860.67
	5	105	EXCAVATIO CYS	3835			\$38.00	\$145,730.00	\$50.00	\$191,750.00
	6	106	BORROW CYS	38			\$0.01	\$0.38	\$55.12	\$2,094.56
	7	107	CENTER CL SYS	25			\$65.95	\$1,648.75	\$57.65	\$1,441.25
	8	108	CURB, CON LFT	3972			\$13.20	\$52,430.40	\$12.65	\$50,245.80
	9	109	CURB AND LFT	1160			\$12.70	\$14,732.00	\$13.15	\$15,254.00
	10	110	SIDEWALK, SYS	835			\$20.85	\$17,409.75	\$24.82	\$20,724.70
	11	111	INLET, REM EA	7			\$500.00	\$3,500.00	\$679.18	\$4,754.26
	12	112	PAVEMENT SYS	3763			\$25.00	\$94,075.00	\$20.00	\$75,260.00
	13	113	LIGHT STAN EA	12			\$1,000.00	\$12,000.00	\$1,000.00	\$12,000.00
	14	114	PIPE, REMC LFT	173			\$29.65	\$5,129.45	\$15.45	\$2,672.85
	15	115	SIGN, SHEE EA	5			\$300.00	\$1,500.00	\$300.00	\$1,500.00
	16	116	CONCRETE EA	1			\$5,555.00	\$5,555.00	\$1,605.00	\$1,605.00
	17	117	TEMPORAR LFT	2031			\$3.75	\$7,616.25	\$2.00	\$4,062.00
	18	118	TEMPORAR EA	57			\$360.00	\$20,520.00	\$225.00	\$12,825.00
	19	119	TEMPORAR LBS	49			\$20.00	\$980.00	\$20.00	\$980.00
	20	120	TEMPORAR TON	1			\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	21	121	SEDIMENT, CYS	50			\$35.00	\$1,750.00	\$16.94	\$847.00
	22	122	SUBGRADE SYS	538			\$29.85	\$16,059.30	\$54.29	\$29,208.02
	23	123	SUBGRADE SYS	1242			\$4.52	\$5,613.84	\$9.38	\$11,649.96
	24	124	SUBGRADE SYS	9480			\$12.75	\$120,870.00	\$15.00	\$142,200.00
	25	125	STRUCTUR CYS	111			\$49.45	\$5,488.95	\$94.14	\$10,449.54
	26	126	#8 CRUSHE CYS	36			\$97.60	\$3,513.60	\$103.13	\$3,712.68
	27	127	GEOTEXTIL SYS	267			\$3.35	\$894.45	\$4.02	\$1,073.34
	28	128	COMPACTE TON	3577			\$43.20	\$154,526.40	\$44.09	\$157,709.93
	29	129	BRICK PAVI SYS	494			\$30.00	\$14,820.00	\$83.33	\$41,165.02
	30	130	GEOGRID,` SYS	595			\$3.15	\$1,874.25	\$3.67	\$2,183.65
	31	131	DENSE GR/ CYS	99			\$104.00	\$10,296.00	\$130.02	\$12,871.98
	32	132	QC/QA-HM TON	1237			\$147.90	\$182,952.30	\$127.00	\$157,099.00
	33	133	QC/QA-HM TON	996			\$82.55	\$82,219.80	\$88.00	\$87,648.00
	34	134	QC/QA-HM TON	1560			\$87.60	\$136,656.00	\$80.00	\$124,800.00
	35	135	JOINT ADHI LFT	1605			\$0.84	\$1,348.20	\$1.00	\$1,605.00
	36	136	JOINT ADHI LFT	1605			\$0.92	\$1,476.60	\$1.00	\$1,605.00
	37	137	QC/QA-HM TON	1216			\$85.65	\$104,150.40	\$79.00	\$96,064.00
	38	138	ASPHALT FI TON	6.3			\$0.01	\$0.06	\$0.01	\$0.06
	39	139	MILLING, A SYS	3232			\$3.60	\$11,635.20	\$3.10	\$10,019.20
	40	140	PCCP, 7 IN. SYS	246			\$102.70	\$25,264.20	\$100.00	\$24,600.00
	41	141	SIDEWALK, SYS	523			\$66.75	\$34,910.25	\$50.00	\$26,150.00
	42	142	CURB RAMI SYS	245			\$166.25	\$40,731.25	\$155.00	\$37,975.00
	43	143	DETECTABI SYS	35			\$380.00	\$13,300.00	\$150.00	\$5,250.00
	44	144	CURB, CON LFT	3610			\$30.00	\$108,300.00	\$25.00	\$90,250.00
	45	145	CURB AND LFT	1974			\$28.25	\$55,765.50	\$30.00	\$59,220.00
	46	146	CENTER CL SYS	156			\$162.60	\$25,365.60	\$200.00	\$31,200.00
	47	147	CURB AND LFT	315			\$29.50	\$9,292.50	\$25.00	\$7,875.00
	48	148	PCCP FOR. SYS	538			\$99.10	\$53,315.80	\$105.00	\$56,490.00
	49	149	MOBILIZATI EA	2			\$250.00	\$500.00	\$250.00	\$500.00
	50	150	TOPSOIL CYS	88			\$105.00	\$9,240.00	\$95.21	\$8,378.48
	51	151	FERTILIZER TON	0.09			\$800.00	\$72.00	\$800.00	\$72.00
	52	152	SEED MIXTI LBS	32.75			\$60.00	\$1,965.00	\$60.00	\$1,965.00
	53	153	SEED MIXTI LBS	32.75			\$20.00	\$655.00	\$20.00	\$655.00
	54	154	MULCHING TON	0.44			\$2,000.00	\$880.00	\$2,000.00	\$880.00
	55	155	SODDING, SYS	509			\$5.00	\$2,545.00	\$5.00	\$2,545.00
	56	156	TREE, AUTL EA	14			\$488.40	\$6,837.60	\$488.40	\$6,837.60
	57	157	PLANT, REC EA	58			\$77.80	\$4,512.40	\$77.80	\$4,512.40
	58	158	PLANT, KAL EA	34			\$58.20	\$1,978.80	\$58.20	\$1,978.80
	59	159	PLANT, NOI EA	128			\$47.00	\$6,016.00	\$47.00	\$6,016.00
	60	160	TREE, PRIN EA	3			\$447.00	\$1,341.00	\$447.00	\$1,341.00
	61	161	TREE, WINT EA	15			\$451.60	\$6,774.00	\$451.60	\$6,774.00
	62	162	PLANT, BRI EA	79			\$58.20	\$4,597.80	\$58.20	\$4,597.80
	63	163	PLANT, THE EA	197			\$48.40	\$9,534.80	\$48.40	\$9,534.80
	64	164	PLANT, CLE EA	21			\$15.76	\$330.96	\$15.76	\$330.96

65	165 PLANT, MAI EA	29	\$15.76	\$457.04	\$15.76	\$457.04
66	166 PLANT, MIL EA	21	\$15.76	\$330.96	\$15.76	\$330.96
67	167 PLANT, LITI EA	204	\$15.76	\$3,215.04	\$15.76	\$3,215.04
68	168 PLANT, AUI EA	72	\$15.76	\$1,134.72	\$15.76	\$1,134.72
69	169 PIPE, TYPE LFT	271	\$89.55	\$24,268.05	\$93.30	\$25,284.30
70	170 PIPE, TYPE LFT	132	\$86.50	\$11,418.00	\$108.05	\$14,262.60
71	171 PIPE, TYPE LFT	79	\$82.00	\$6,478.00	\$150.34	\$11,876.86
72	172 PIPE, TYPE LFT	1693	\$9.50	\$16,083.50	\$10.26	\$17,370.18
73	173 VIDEO INSE LFT	1693	\$2.50	\$4,232.50	\$1.00	\$1,693.00
74	174 GEOTEXTIL SYS	1465	\$3.75	\$5,493.75	\$3.75	\$5,493.75
75	175 AGGREGAT CYS	248	\$69.50	\$17,236.00	\$69.50	\$17,236.00
76	176 INLET, F7 EACH	1	\$2,700.00	\$2,700.00	\$5,041.59	\$5,041.59
77	177 INLET, R13 EACH	2	\$3,380.00	\$6,760.00	\$4,768.35	\$9,536.70
78	178 MANHOLE, EACH	3	\$5,200.00	\$15,600.00	\$6,564.66	\$19,693.98
79	179 INLET, B15 EACH	9	\$3,780.00	\$34,020.00	\$4,916.04	\$44,244.36
80	180 INLET, C15 EACH	10	\$4,115.00	\$41,150.00	\$4,964.64	\$49,646.40
81	181 INLET, CAP EA	2	\$700.00	\$1,400.00	\$630.17	\$1,260.34
82	182 CASTING, II EA	5	\$950.00	\$4,750.00	\$1,332.16	\$6,660.80
83	183 CASTING, I EA	16	\$950.00	\$15,200.00	\$1,332.16	\$21,314.56
84	184 CASTING, T EA	2	\$1,315.00	\$2,630.00	\$1,382.74	\$2,765.48
85	185 CASTING, T EA	1	\$1,740.00	\$1,740.00	\$1,757.39	\$1,757.39
86	186 TEMPORAR LFT	264	\$4.25	\$1,122.00	\$2.11	\$557.04
87	187 TEMPORAR SYS	1038	\$11.25	\$11,677.50	\$10.37	\$10,764.06
88	188 DETECTABI EA	7	\$375.00	\$2,625.00	\$215.00	\$1,505.00
89	189 TEMPORAR EA	4	\$2,212.00	\$8,848.00	\$2,200.00	\$8,800.00
90	190 TEMPORAR LFT	1913	\$1.52	\$2,907.76	\$5.00	\$9,565.00
91	191 ROAD CLO: EA	4	\$258.00	\$1,032.00	\$258.00	\$1,032.00
92	192 DETOUR RC: EA	41	\$162.00	\$6,642.00	\$162.00	\$6,642.00
93	193 CONSTRUC EA	34	\$145.00	\$4,930.00	\$219.00	\$7,446.00
94	194 BARRICADE LFT	300	\$15.00	\$4,500.00	\$15.88	\$4,764.00
95	195 CONSTRUC EA	31	\$85.00	\$2,635.00	\$108.00	\$3,348.00
96	196 TEMPORAR LFT	48	\$10.00	\$480.00	\$25.64	\$1,230.72
97	197 TEMPORAR EA	17	\$225.00	\$3,825.00	\$384.00	\$6,528.00
98	198 SIGN POST LFT	160	\$42.50	\$6,800.00	\$42.50	\$6,800.00
99	199 SIGN POST LFT	158	\$42.00	\$6,636.00	\$42.00	\$6,636.00
100	200 SIGN, SHEET SFT	225	\$38.00	\$8,550.00	\$38.00	\$8,550.00
101	201 SIGN, SHEET SFT	199	\$57.00	\$11,343.00	\$57.00	\$11,343.00
102	202 SIGNAL PEI EA	16	\$2,600.00	\$41,600.00	\$2,600.00	\$41,600.00
103	203 PEDESTRIA EA	16	\$1,690.00	\$27,040.00	\$1,690.00	\$27,040.00
104	204 RECTANGU EA	16	\$8,000.00	\$128,000.00	\$8,000.00	\$128,000.00
105	205 CONTROLL EA	16	\$500.00	\$8,000.00	\$500.00	\$8,000.00
106	206 SIGNAL PO EA	16	\$2,600.00	\$41,600.00	\$2,600.00	\$41,600.00
107	207 SOLAR POV EA	16	\$750.00	\$12,000.00	\$750.00	\$12,000.00
108	208 TRANSPOR LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
109	209 TRAFFIC SIG LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
110	210 HANDHOLE EA	6	\$2,400.00	\$14,400.00	\$2,400.00	\$14,400.00
111	211 LIGHTING F EA	8	\$2,900.00	\$23,200.00	\$2,900.00	\$23,200.00
112	212 LUMINAIRE EA	12	\$600.00	\$7,200.00	\$600.00	\$7,200.00
113	213 CONDUIT, 1 LFT	534	\$63.00	\$33,642.00	\$63.00	\$33,642.00
114	214 WIRE, NO. 1 LFT	649	\$18.00	\$11,682.00	\$18.00	\$11,682.00
115	215 LIGHT POLI EA	4	\$1,300.00	\$5,200.00	\$1,300.00	\$5,200.00
116	216 LIGHT POLI EA	4	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00
117	217 SERVICE PO EA	1	\$15,050.00	\$15,050.00	\$15,050.00	\$15,050.00
118	218 CABLE, POI LFT	864	\$3.50	\$3,024.00	\$3.50	\$3,024.00
119	219 CONNECT: EA	8	\$200.00	\$1,600.00	\$200.00	\$1,600.00
120	220 CONNECT: EA	8	\$200.00	\$1,600.00	\$200.00	\$1,600.00
121	221 MULTIPLE C EA	16	\$150.00	\$2,400.00	\$150.00	\$2,400.00
122	222 INSULATIO EA	17	\$120.00	\$2,040.00	\$120.00	\$2,040.00
123	223 WIRE, NO. 1 LFT	354	\$18.00	\$6,372.00	\$18.00	\$6,372.00
124	224 TRANSVER: LFT	550	\$14.26	\$7,843.00	\$14.26	\$7,843.00
125	225 LINE, THER LFT	612	\$2.11	\$1,291.32	\$2.11	\$1,291.32
126	226 LINE, THER LFT	1345	\$1.32	\$1,775.40	\$1.32	\$1,775.40
127	227 LINE, THER LFT	61	\$8.29	\$505.69	\$8.29	\$505.69
128	228 LINE, THER LFT	55	\$3.92	\$215.60	\$3.92	\$215.60
129	229 TRANSVER: LFT	128	\$24.81	\$3,175.68	\$24.81	\$3,175.68
130	230 LINE, THER LFT	4108	\$1.32	\$5,422.56	\$1.32	\$5,422.56
131	231 LINE, THER LFT	104	\$2.11	\$219.44	\$2.11	\$219.44
132	232 TRANSVER: LFT	38	\$14.26	\$541.88	\$14.26	\$541.88
133	233 PAVEMENT EA	18	\$211.00	\$3,798.00	\$211.00	\$3,798.00
134	234 PAVEMENT EA	16	\$249.00	\$3,984.00	\$249.00	\$3,984.00
135	235 PAVEMENT EA	5	\$234.00	\$1,170.00	\$234.00	\$1,170.00
136	236 PAVEMENT EA	2	\$229.00	\$458.00	\$229.00	\$458.00

137	237 LINE, MULT LFT	72		\$2.34	\$168.48	\$2.34	\$168.48
138	238 TRANSVER LFT	13		\$15.48	\$201.24	\$15.48	\$201.24
139	239 TRANSVER LFT	19		\$9.62	\$182.78	\$9.62	\$182.78
140	240 GROOVING LFT	6253		\$0.76	\$4,752.28	\$0.76	\$4,752.28
141	241 SNOWPLOW EA	1		\$102.00	\$102.00	\$102.00	\$102.00
142	242 SNOWPLOW EA	55		\$102.00	\$5,610.00	\$102.00	\$5,610.00
143	243 FIBER/NET LS	1		\$16,250.00	\$16,250.00	\$16,250.00	\$16,250.00
144	244 PLANT, NIC EA	50		\$58.20	\$2,910.00	\$58.20	\$2,910.00
145	245 PLANT, ANI EA	145		\$58.20	\$8,439.00	\$58.20	\$8,439.00
146	246 LITTLE QUIK EA	75		\$63.10	\$4,732.50	\$63.10	\$4,732.50
147	247 TREE, EXCL EA	7		\$669.70	\$4,687.90	\$669.70	\$4,687.90
148	248 PLANT, LOV EA	109		\$63.10	\$6,877.90	\$63.10	\$6,877.90
149	249 PLANT, KAF EA	20		\$45.60	\$912.00	\$45.60	\$912.00
150	250 PLANT, CAF EA	60		\$48.40	\$2,904.00	\$48.40	\$2,904.00
151	251 PLANT, DAI EA	40		\$45.60	\$1,824.00	\$45.60	\$1,824.00
152	252 PLANT, FRA EA	28		\$13.23	\$370.44	\$13.23	\$370.44
153	253 PLANT, LIT EA	20		\$13.23	\$264.60	\$13.23	\$264.60
154	254 PLANT, PAF EA	20		\$13.23	\$264.60	\$13.23	\$264.60
155	255 RIVER COB SFT	3900		\$4.65	\$18,135.00	\$4.65	\$18,135.00
156	256 LIMESTONE LFT	65		\$330.00	\$21,450.00	\$336.33	\$21,861.45
157	257 SIGNAL PO EA	4		\$5,500.00	\$22,000.00	\$5,500.00	\$22,000.00
158	258 TRAFFIC SIG EA	4		\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00
Mandatory - Alternate 1 2026			\$0.00		\$3,114,515.00		\$3,180,832.14
159	259 CONSTRUCT LS	1		\$27,560.00	\$27,560.00	\$37,000.00	\$37,000.00
160	260 MOBILIZATION LS	1		\$153,361.46	\$153,361.46	\$380,000.00	\$380,000.00
161	261 CLEARING LS	1		\$63,235.00	\$63,235.00	\$25,000.00	\$25,000.00
162	262 MAINTAINING LS	1		\$30,800.00	\$30,800.00	\$32,515.86	\$32,515.86
163	263 EXCAVATION CYS	3835		\$41.80	\$160,303.00	\$50.00	\$191,750.00
164	264 BORROW CYS	38		\$0.01	\$0.38	\$55.12	\$2,094.56
165	265 CENTER CL SYS	25		\$72.85	\$1,821.25	\$57.65	\$1,441.25
166	266 CURB, CON LFT	3972		\$14.85	\$58,984.20	\$12.65	\$50,245.80
167	267 CURB AND LFT	1160		\$14.15	\$16,414.00	\$13.15	\$15,254.00
168	268 SIDEWALK, SYS	835		\$23.20	\$19,372.00	\$24.82	\$20,724.70
169	269 INLET, REM EA	7		\$525.00	\$3,675.00	\$679.18	\$4,754.26
170	270 PAVEMENT SYS	3763		\$27.50	\$103,482.50	\$20.00	\$75,260.00
171	271 LIGHT STAND EA	12		\$1,200.00	\$14,400.00	\$1,200.00	\$14,400.00
172	272 PIPE, REM LFT	173		\$32.00	\$5,536.00	\$15.45	\$2,672.85
173	273 SIGN, SHEET EA	5		\$350.00	\$1,750.00	\$350.00	\$1,750.00
174	274 CONCRETE EA	1		\$5,965.00	\$5,965.00	\$1,605.00	\$1,605.00
175	275 TEMPORARY LFT	2031		\$3.90	\$7,920.90	\$2.00	\$4,062.00
176	276 TEMPORARY EA	57		\$400.00	\$22,800.00	\$250.00	\$14,250.00
177	277 TEMPORARY LBS	49		\$25.00	\$1,225.00	\$25.00	\$1,225.00
178	278 TEMPORARY TON	1		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
179	279 SEDIMENT, CYS	50		\$45.00	\$2,250.00	\$16.94	\$847.00
180	280 SUBGRADE SYS	538		\$32.50	\$17,485.00	\$54.29	\$29,208.02
181	281 SUBGRADE SYS	1242		\$5.00	\$6,210.00	\$9.38	\$11,649.96
182	282 SUBGRADE SYS	9480		\$14.15	\$134,142.00	\$15.00	\$142,200.00
183	283 STRUCTURE CYS	111		\$56.85	\$6,310.35	\$94.14	\$10,449.54
184	284 #8 CRUSHED CYS	36		\$114.50	\$4,122.00	\$103.13	\$3,712.68
185	285 GEOTEXTILE SYS	267		\$3.70	\$987.90	\$4.02	\$1,073.34
186	286 COMPACTED TON	3577		\$50.10	\$179,207.70	\$44.09	\$157,709.93
187	287 BRICK PAVING SYS	494		\$32.00	\$15,808.00	\$83.33	\$41,165.02
188	288 GEOGRID, SYS	595		\$3.40	\$2,023.00	\$3.67	\$2,183.65
189	289 DENSE GRAVEL CYS	99		\$120.00	\$11,880.00	\$130.02	\$12,871.98
190	290 QC/QA-HM TON	1237		\$160.45	\$198,476.65	\$127.00	\$157,099.00
191	291 QC/QA-HM TON	996		\$90.00	\$89,640.00	\$88.00	\$87,648.00
192	292 QC/QA-HM TON	1560		\$95.10	\$148,356.00	\$80.00	\$124,800.00
193	293 JOINT ADHESIVE LFT	1605		\$0.92	\$1,476.60	\$1.00	\$1,605.00
194	294 JOINT ADHESIVE LFT	1605		\$0.98	\$1,572.90	\$1.00	\$1,605.00
195	295 QC/QA-HM TON	1216		\$93.00	\$113,088.00	\$79.00	\$96,064.00
196	296 ASPHALT FILL TON	6.3		\$0.01	\$0.06	\$0.01	\$0.06
197	297 MILLING, A SYS	3232		\$3.95	\$12,766.40	\$3.10	\$10,019.20
198	298 PCCP, 7 IN. SYS	246		\$112.55	\$27,687.30	\$100.00	\$24,600.00
199	299 SIDEWALK, SYS	523		\$73.70	\$38,545.10	\$50.00	\$26,150.00
200	300 CURB RAMMED SYS	245		\$184.00	\$45,080.00	\$155.00	\$37,975.00
201	301 DETECTABLE SYS	35		\$400.00	\$14,000.00	\$150.00	\$5,250.00
202	302 CURB, CON LFT	3610		\$33.05	\$119,310.50	\$25.00	\$90,250.00
203	303 CURB AND LFT	1974		\$31.10	\$61,391.40	\$30.00	\$59,220.00
204	304 CENTER CL SYS	156		\$178.40	\$27,830.40	\$200.00	\$31,200.00
205	305 CURB AND LFT	315		\$32.50	\$10,237.50	\$25.00	\$7,875.00
206	306 PCCP FOR. SYS	538		\$108.85	\$58,561.30	\$105.00	\$56,490.00
207	307 MOBILIZATION EA	2		\$300.00	\$600.00	\$300.00	\$600.00

208	308 TOPSOIL CYS	88		\$115.00	\$10,120.00	\$97.87	\$8,612.56
209	309 FERTILIZER TON	0.09		\$850.00	\$76.50	\$850.00	\$76.50
210	310 SEED MIXT LBS	32.75		\$65.00	\$2,128.75	\$65.00	\$2,128.75
211	311 SEED MIXT LBS	32.75		\$25.00	\$818.75	\$25.00	\$818.75
212	312 MULCHING TON	0.44		\$2,500.00	\$1,100.00	\$2,500.00	\$1,100.00
213	313 SODDING, SYS	509		\$5.25	\$2,672.25	\$5.25	\$2,672.25
214	314 TREE, AUTL EA	14		\$497.97	\$6,971.58	\$497.97	\$6,971.58
215	315 PLANT, REC EA	58		\$79.26	\$4,597.08	\$79.26	\$4,597.08
216	316 PLANT, KAL EA	34		\$53.26	\$1,810.84	\$53.26	\$1,810.84
217	317 PLANT, NOI EA	128		\$47.84	\$6,123.52	\$47.84	\$6,123.52
218	318 TREE, PRIN EA	3		\$455.74	\$1,367.22	\$455.74	\$1,367.22
219	319 TREE, WINT EA	15		\$460.43	\$6,906.45	\$460.43	\$6,906.45
220	320 PLANT, BRI EA	79		\$59.26	\$4,681.54	\$59.26	\$4,681.54
221	321 PLANT, THE EA	197		\$49.27	\$9,706.19	\$49.27	\$9,706.19
222	322 PLANT, CLE EA	21		\$16.07	\$337.47	\$16.07	\$337.47
223	323 PLANT, MAI EA	29		\$16.07	\$466.03	\$16.07	\$466.03
224	324 PLANT, MIL EA	21		\$16.17	\$339.57	\$16.17	\$339.57
225	325 PLANT, LITI EA	204		\$16.07	\$3,278.28	\$16.07	\$3,278.28
226	326 PLANT, AU1 EA	72		\$16.07	\$1,157.04	\$16.07	\$1,157.04
227	327 PIPE, TYPE LFT	271		\$99.50	\$26,964.50	\$93.30	\$25,284.30
228	328 PIPE, TYPE LFT	132		\$95.75	\$12,639.00	\$108.05	\$14,262.60
229	329 PIPE, TYPE LFT	79		\$90.60	\$7,157.40	\$150.34	\$11,876.86
230	330 PIPE, TYPE LFT	1693		\$10.00	\$16,930.00	\$10.26	\$17,370.18
231	331 VIDEO INSF LFT	1693		\$2.65	\$4,486.45	\$1.00	\$1,693.00
232	332 GEOTEXTIL SYS	1465		\$3.95	\$5,786.75	\$3.75	\$5,493.75
233	333 AGGREGAT CYS	248		\$75.10	\$18,624.80	\$69.50	\$17,236.00
234	334 INLET, F7 EACH	1		\$3,000.00	\$3,000.00	\$5,041.59	\$5,041.59
235	335 INLET, R13 EACH	2		\$3,800.00	\$7,600.00	\$4,768.35	\$9,536.70
236	336 MANHOLE, EACH	3		\$5,700.00	\$17,100.00	\$6,564.66	\$19,693.98
237	337 INLET, B15 EACH	9		\$4,200.00	\$37,800.00	\$4,916.04	\$44,244.36
238	338 INLET, C15 EACH	10		\$4,600.00	\$46,000.00	\$4,964.64	\$49,646.40
239	339 INLET, CAP EA	2		\$800.00	\$1,600.00	\$630.17	\$1,260.34
240	340 CASTING, II EA	5		\$1,045.00	\$5,225.00	\$1,332.16	\$6,660.80
241	341 CASTING, I EA	16		\$1,045.00	\$16,720.00	\$1,332.16	\$21,314.56
242	342 CASTING, T EA	2		\$1,412.00	\$2,824.00	\$1,382.74	\$2,765.48
243	343 CASTING, T EA	1		\$1,975.00	\$1,975.00	\$1,757.39	\$1,757.39
244	344 TEMPORAR LFT	264		\$4.85	\$1,280.40	\$2.18	\$575.52
245	345 TEMPORAR SYS	1038		\$13.00	\$13,494.00	\$10.37	\$10,764.06
246	346 DETECTABI EA	7		\$350.00	\$2,450.00	\$215.00	\$1,505.00
247	347 TEMPORAR EA	4		\$2,450.00	\$9,800.00	\$2,200.00	\$8,800.00
248	348 TEMPORAR LFT	1913		\$2.70	\$5,165.10	\$1.57	\$3,003.41
249	349 ROAD CLO: EA	4		\$850.00	\$3,400.00	\$258.00	\$1,032.00
250	350 DETOUR RC EA	41		\$90.00	\$3,690.00	\$162.00	\$6,642.00
251	351 CONSTRUC EA	34		\$150.00	\$5,100.00	\$219.00	\$7,446.00
252	352 BARRICAD: LFT	300		\$18.00	\$5,400.00	\$15.88	\$4,764.00
253	353 CONSTRUC EA	31		\$85.00	\$2,635.00	\$108.00	\$3,348.00
254	354 TEMPORAR LFT	48		\$15.00	\$720.00	\$25.94	\$1,245.12
255	355 TEMPORAR EA	17		\$235.00	\$3,995.00	\$390.00	\$6,630.00
256	356 SIGN POST LFT	160		\$48.00	\$7,680.00	\$48.00	\$7,680.00
257	357 SIGN POST LFT	158		\$47.00	\$7,426.00	\$47.00	\$7,426.00
258	358 SIGN, SHEE SFT	225		\$43.00	\$9,675.00	\$43.00	\$9,675.00
259	359 SIGN, SHEE SFT	199		\$65.00	\$12,935.00	\$65.00	\$12,935.00
260	360 SIGNAL PEI EA	16		\$3,000.00	\$48,000.00	\$3,000.00	\$48,000.00
261	361 PEDESTRIA EA	16		\$2,000.00	\$32,000.00	\$2,000.00	\$32,000.00
262	362 RECTANGU EA	16		\$8,800.00	\$140,800.00	\$8,800.00	\$140,800.00
263	363 CONTROLL EA	16		\$600.00	\$9,600.00	\$600.00	\$9,600.00
264	364 SIGNAL PO EA	16		\$2,900.00	\$46,400.00	\$2,900.00	\$46,400.00
265	365 SOLAR POV EA	16		\$900.00	\$14,400.00	\$900.00	\$14,400.00
266	366 TRANSPOR LS	1		\$2,240.00	\$2,240.00	\$2,240.00	\$2,240.00
267	367 TRAFFIC SII LS	1		\$9,670.00	\$9,670.00	\$9,670.00	\$9,670.00
268	368 HANDHOLI EA	6		\$2,700.00	\$16,200.00	\$2,700.00	\$16,200.00
269	369 LIGHTING F EA	8		\$3,235.00	\$25,880.00	\$3,235.00	\$25,880.00
270	370 LUMINAIRE EA	12		\$635.00	\$7,620.00	\$635.00	\$7,620.00
271	371 CONDUIT, : LFT	534		\$72.00	\$38,448.00	\$72.00	\$38,448.00
272	372 WIRE, NO. : LFT	649		\$22.00	\$14,278.00	\$22.00	\$14,278.00
273	373 LIGHT POLI EA	4		\$1,570.00	\$6,280.00	\$1,570.00	\$6,280.00
274	374 LIGHT POLI EA	4		\$1,900.00	\$7,600.00	\$1,900.00	\$7,600.00
275	375 SERVICE PK EA	1		\$16,800.00	\$16,800.00	\$16,800.00	\$16,800.00
276	376 CABLE, POI LFT	864		\$4.50	\$3,888.00	\$4.50	\$3,888.00
277	377 CONNECTC EA	8		\$250.00	\$2,000.00	\$250.00	\$2,000.00
278	378 CONNECTC EA	8		\$250.00	\$2,000.00	\$250.00	\$2,000.00
279	379 MULTIPLE C EA	16		\$200.00	\$3,200.00	\$200.00	\$3,200.00

280	380 INSULATION EA	17	\$150.00	\$2,550.00	\$150.00	\$2,550.00
281	381 WIRE, NO. 14 LFT	354	\$20.00	\$7,080.00	\$20.00	\$7,080.00
282	382 TRANSVERSE LFT	550	\$9.00	\$4,950.00	\$14.69	\$8,079.50
283	383 LINE, THER LFT	612	\$2.00	\$1,224.00	\$2.18	\$1,334.16
284	384 LINE, THER LFT	1345	\$2.00	\$2,690.00	\$1.36	\$1,829.20
285	385 LINE, THER LFT	61	\$2.85	\$173.85	\$8.54	\$520.94
286	386 LINE, THER LFT	55	\$2.00	\$110.00	\$4.04	\$222.20
287	387 TRANSVERSE LFT	128	\$12.00	\$1,536.00	\$25.56	\$3,271.68
288	388 LINE, THER LFT	4108	\$2.00	\$8,216.00	\$1.36	\$5,586.88
289	389 LINE, THER LFT	104	\$2.00	\$208.00	\$2.18	\$226.72
290	390 TRANSVERSE LFT	38	\$9.00	\$342.00	\$14.69	\$558.22
291	391 PAVEMENT EA	18	\$320.00	\$5,760.00	\$218.00	\$3,924.00
292	392 PAVEMENT EA	16	\$375.00	\$6,000.00	\$257.00	\$4,112.00
293	393 PAVEMENT EA	5	\$345.00	\$1,725.00	\$242.00	\$1,210.00
294	394 PAVEMENT EA	2	\$210.00	\$420.00	\$236.00	\$472.00
295	395 LINE, MULT LFT	72	\$5.25	\$378.00	\$2.42	\$174.24
296	396 TRANSVERSE LFT	13	\$26.25	\$341.25	\$15.95	\$207.35
297	397 TRANSVERSE LFT	19	\$15.75	\$299.25	\$9.91	\$188.29
298	398 GROOVING LFT	6253	\$2.45	\$15,319.85	\$0.78	\$4,877.34
299	399 SNOWPLOW EA	1	\$105.00	\$105.00	\$106.00	\$106.00
300	400 SNOWPLOW EA	55	\$105.00	\$5,775.00	\$106.00	\$5,830.00
301	401 FIBER/NETWORK LS	1	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00
302	402 PLANT, NICE EA	50	\$59.26	\$2,963.00	\$59.26	\$2,963.00
303	403 PLANT, ANTI EA	145	\$59.26	\$8,592.70	\$59.26	\$8,592.70
304	404 LITTLE QUICK EA	75	\$64.26	\$4,819.50	\$64.26	\$4,819.50
305	405 TREE, EXCLUDED EA	7	\$682.99	\$4,780.93	\$682.99	\$4,780.93
306	406 PLANT, LOW EA	109	\$64.26	\$7,004.34	\$64.26	\$7,004.34
307	407 PLANT, KAF EA	20	\$46.41	\$928.20	\$46.41	\$928.20
308	408 PLANT, CAF EA	60	\$49.27	\$2,956.20	\$49.27	\$2,956.20
309	409 PLANT, DAI EA	40	\$46.41	\$1,856.40	\$46.41	\$1,856.40
310	410 PLANT, FRA EA	28	\$13.49	\$377.72	\$13.49	\$377.72
311	411 PLANT, LITI EA	20	\$13.49	\$269.80	\$13.49	\$269.80
312	412 PLANT, PAF EA	20	\$13.49	\$269.80	\$13.49	\$269.80
313	413 RIVER COB SFT	3900	\$5.00	\$19,500.00	\$5.00	\$19,500.00
314	414 LIMESTONE LFT	65	\$360.00	\$23,400.00	\$351.71	\$22,861.15
315	415 SIGNAL POLE EA	4	\$6,800.00	\$27,200.00	\$6,800.00	\$27,200.00
316	416 TRAFFIC SIGN EA	4	\$9,000.00	\$36,000.00	\$9,000.00	\$36,000.00
Base Bid Total:			\$0.00	\$2,812,602.50		\$3,015,757.25

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 31st day of January, 2025, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Rieth-Riley Construction Co., Inc ("Contractor"), for the project described as "116th Street & Allisonville Road Roundabout" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
One Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant Engineer:

A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

Project Engineer :

Hatem Mekky, P.E.
Director of Engineering
City of Fishers

Contractor:

Project:

116th Street & Allisonville Road Roundabout

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project.

From the earliest date to begin work date, the Contractor shall be given the 263 calendar days to reach Substantial Completion. From Substantial Completion the Contractor shall be given 21 calendar days to reach Final Completion.

While the expected Interim Completion Dates, Substantial Completion Dates, and Final Completion Dates are listed in the Instructions to Bidders' section of these Contract Documents, any delayed issuance of the Notice to Proceed Letter for any portion of the Contract shall result in a corresponding delay in the Interim, Substantial and Final Completion Dates. Contractual requirements of reaching Interim, Substantial and Final Completion on these portions of the Contract shall be defined by the calendar days expressed above.

After issuance of Notice to Proceed Letters, the Substantial and Final Completion Date shall only be subject to adjustments as authorized by Owner ("Contract Time"). No work requiring full or partial closure of any vehicular lanes or pedestrian pathways/sidewalk shall be allowed after the Substantial Completion Date. The Work shall be completed and ready for final payment in accordance the General Conditions on or before the Final Completion Date. Time limits stated in the Contract Documents are of the essence of this Agreement.

By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the

Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner one thousand and no hundredths dollars (\$1,000.00) for each day that expires after the time specified herein for Intermediate completion and Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that expires after the time specified herein for completion and readiness for final payment. If Contractor shall neglect, refuse or fail to open all traffic lanes during peak hours as defined in the plans and contract documents without any proper allowance thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that traffic lanes remain closed during morning or evening peak hours. The term "day" as used in the Contract documents shall mean calendar day unless otherwise specifically defined.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of _____ \$ _____ ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without

limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Owner reserves the right to accept any portion or combination of the alternate bids to establish the Contract Price upon issuance of Notice to Proceed. After issuance of Notice to Proceed, the Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or

obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance

will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Hatem Mekky, P.E.

City of Fishers

One Municipal Drive

Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was

intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for

Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:

CITY OF FISHERS

BY: 

Printed Name: Scott Fadness

Title: Mayor

Date: 3/25/2025

CONTRACTOR: Rieth-Riley Construction Co., Inc

BY: 

Printed Name: Michael A Jaskela

Title: Area Manager

Date: 2/4/2025

ATTEST:



Date: 3/25/25

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: 116th Street & Allisonville Road Roundabout
WORK: Roundabout Construction at the intersection of 116th Street & Allisonville Road
DESIGN BY: A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-21, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered 1 through 72, inclusive with each sheet bearing the general title: 116th Street & Allisonville Road,.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. Special Provisions
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages Bid-6-1 to Bid-6-8, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the "Work")

Roundabout Construction at the intersection of 116th Street & Allisonville Road

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____ SS: _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

Itemized Bid Proposal found on Bid 6-1 to Bid 6-7

PAYMENT BOND
City of Fishers

Instructions to Bidder:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR (Name and Address): Rieth-Riley Construction Co., Inc.
1751 W. Minnesota
Indianapolis, IN 46221

SURETY: (Name and Address of Contractor Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER: City of Fishers
One Municipal Drive
Fishers, Indiana 46038

CONSTRUCTION CONTRACT

Date: January 28, 2025

Project Description ("Project"): 116th Street & Allisonville Road Roundabout

BOND

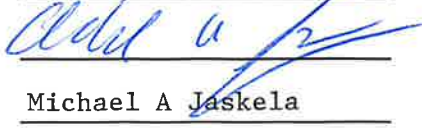
Bond Number: 108186336

Date: (Not earlier than Bid due date): February 4, 2025

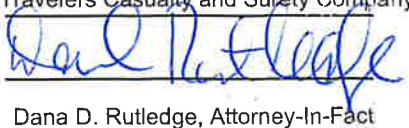
Penal Sum (100% of Contract Price) Three Million One Hundred Forty-Four Thousand Five Hundred Fifteen & 00/100 \$3,144,515.00

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company: Rieth-Riley Construction Co., Inc.
Signature: 
Printed: Michael A Jaskela
Title: Area Manager

"Surety"

Company: Travelers Casualty and Surety Company of America
By: 
Printed: Dana D. Rutledge, Attorney-In-Fact
Counter-signed: N/A

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this instrument, subject to the following terms.
2. If the Contractor shall promptly make payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or insurance premiums furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond. This Bond shall adhere to the requirements of Ind. Code §36-1-12-13.1.
3. The Surety's obligation to the Owner under this Bond shall arise after the Owner has notified the Contractor and the Surety of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.
5. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.
6. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
7. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state and county in which the project that is the subject of the Construction Contract is located. The minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
9. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Dana D. Rutledge** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

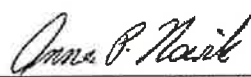
By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

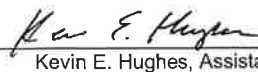
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **February**, **2025**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PERFORMANCE BOND
City of Fishers

Instructions to Bidder:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR (Name and Address): Rieth-Riley Construction Co., Inc.
1751 W. Minnesota
Indianapolis, IN 46221

SURETY: (Name and Address of Contractor Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER: City of Fishers
One Municipal Drive
Fishers, Indiana 46038

CONSTRUCTION CONTRACT

Date: January 28, 2025

Project Description ("Project"): 116th Street & Allisonville Road Roundabout

BOND

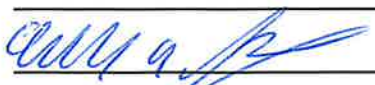
Bond Number: 108186336

Date: (Not earlier than Bid due date): February 4, 2025

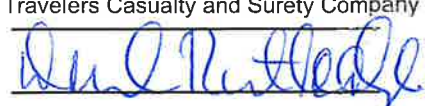
Penal Sum (100% of Contract Price) Three Million One Hundred Forty-Four Thousand Five Hundred Fifteen & 00/100 \$3,144,515.00

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company: Rieth-Riley Construction Co., Inc.
Signature: 
Printed: Michael A. Jaskela
Title: Area Manager

"Surety"

Company: Travelers Casualty and Surety Company of America
By: 
Printed: Dana D. Rutledge, Attorney-In-Fact
Counter-signed: N/A

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, including interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this instrument for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, whether during the original term, and any extensions which may be granted by the Owner, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Construction Contract, and shall fully indemnify, defend and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense, including attorneys' fees, which the Owner may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after

3.1 The Owner provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) calendar days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested shall be held within ten (10) calendar days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the prior consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors; or

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the

Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages, including attorneys' fees in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 7.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 7.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within three (3) years after a declaration of Contractor Default or within three (3) years after the Contractor ceased working or within three (3) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. This Bond shall adhere to the requirements of Ind. Code § 36-1-12-14.



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/25	RESOLUTION NO.	R032525E
TITLE OF AGENDA ITEM	Resolution Transferring Real Property To The Fishers Redevelopment Comm		
PRESENTER/DEPARTMENT	Megan Baumgartner, Director Economic and Community Development		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	The City desires to transfer and convey to the City of Fishers Redevelopment Commission a small parcel of real property that is located in a floodplain in the Luxhaven development (the "Parcel"). The Parcel will be transferred to the Commission pursuant to a quitclaim deed. Prior to the City acquiring the Parcel, an adjacent property owner (the "Neighbor") entered into a verbal agreement with the predecessor owner of the Parcel who allowed the Neighbor to locate septic fingers on the Parcel. Now, the Neighbor has requested to purchase and acquire the Parcel, and it is expected that the Commission will sell the Parcel to the Neighbor for its fair market value and pursuant to and consistent with Indiana law.		
EXPENDITURE \$	none		
BUDGETED \$	none		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☐ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☒ Document will be recorded by another party. Name of person or entity recording the document: <u>Recorded by Title Company</u>	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:	None	

RESOLUTION NO: R032525E

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND
SAFETY TRANSFERRING REAL PROPERTY TO THE CITY OF FISHERS
REDEVELOPMENT COMMISSION**

WHEREAS, the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), desires to transfer and convey to the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code 36-7-14 *et. seq.* (the “Commission”), a small parcel of real property that is located in a floodplain in the Luxhaven development, which real property is described and depicted in Exhibit A attached hereto and incorporated herein (the “Parcel”);

WHEREAS, the Parcel will be transferred to the Commission pursuant to the quitclaim deed attached hereto and incorporated herein as Exhibit B (the “Deed”);

WHEREAS, prior to the City acquiring the Parcel, an adjacent property owner (the “Neighbor”) entered into a verbal agreement with the predecessor owner of the Parcel who allowed the Neighbor to locate septic fingers on the Parcel; and

WHEREAS, the Neighbor has now requested to purchase and acquire the Parcel, and it is expected that the Commission will sell the Parcel to the Neighbor for its fair market value and pursuant to and consistent with Indiana law.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works and Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** The Board hereby approves the transfer and conveyance of the Parcel to the Commission.
- Section 2.** The Mayor is authorized to execute the Deed and any other documents necessary to effectuate the intent of this Resolution.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March, 2025.

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

AYE

NAY

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____



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

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

EXHIBIT A – THE PARCEL

Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape

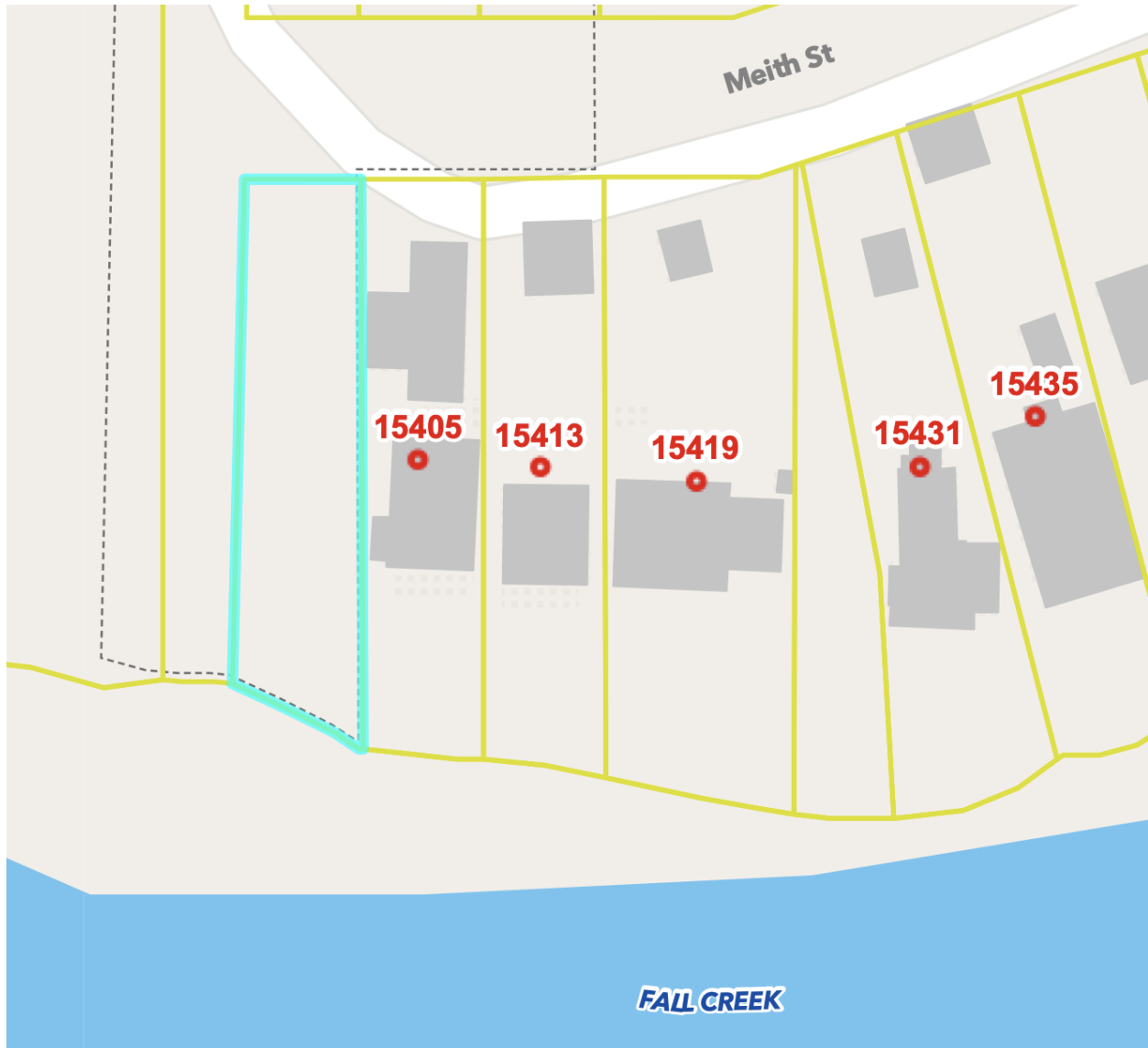


EXHIBIT B
QUITCLAIM DEED
[included on following pages]

Cross Reference Nos. 2018-02732

QUITCLAIM DEED

The City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, pursuant to Ind. Code § 36-4-1.5 *et. seq.*, hereby quitclaims all its right, title and interest and conveys to the City of Fishers Redevelopment Commission, a commission organized and existing pursuant to Ind. Code 36-7-14 *et. seq.*, the Real Estate described and depicted in Exhibit A attached hereto and incorporated herein.

This conveyance is not subject to the payment of Indiana Corporate Gross Income Tax.

THIS CONVEYANCE IS FOR NO ECONOMIC CONSIDERATION AND SALES DISCLOSURE FORM 46021 IS NOT REQUIRED.

IN WITNESS WHEREOF, the undersigned, as the authorized representative of the City of Fishers, with full authority to do so executes this Quitclaim Deed the ____ day of March, 2025

For tax purposes:

City of Fishers Redevelopment Commission
1 Municipal Drive
Fishers, Indiana 46038

Scott Fadness, Mayor

This instrument prepared by: Jennifer C. Messer, Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, Indiana 46220

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

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____ the Mayor of the City of Fishers, Hamilton County, Indiana, and acknowledged the execution of the same on the date aforesaid to be his or her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____County.

Exhibit A
Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape



EXHIBIT A – THE PARCEL

Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape

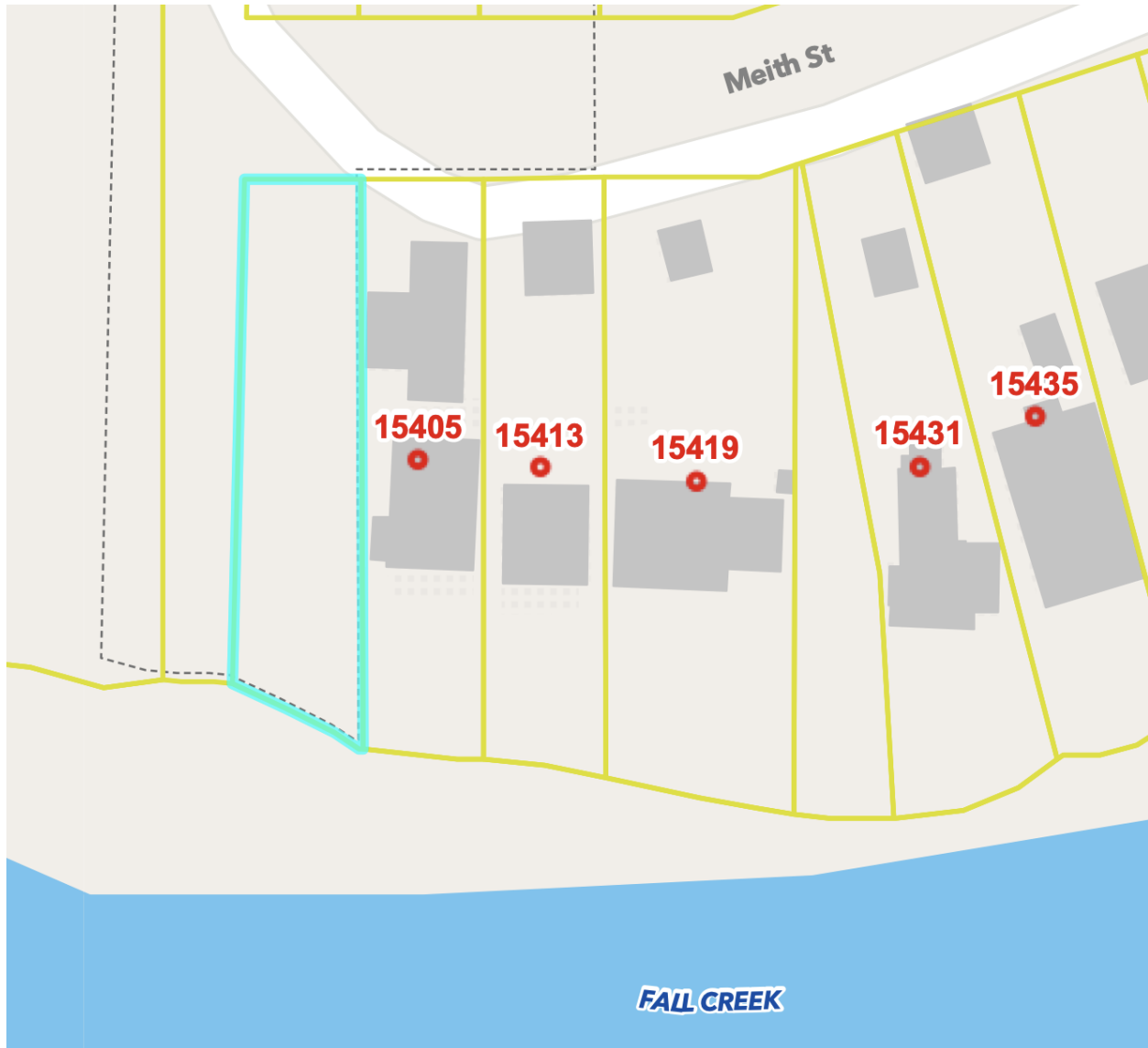


EXHIBIT B
QUITCLAIM DEED
[included on following pages]

Cross Reference Nos. 2018-02732

QUITCLAIM DEED

The City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, pursuant to Ind. Code § 36-4-1.5 *et. seq.*, hereby quitclaims all its right, title and interest and conveys to the City of Fishers Redevelopment Commission, a commission organized and existing pursuant to Ind. Code 36-7-14 *et. seq.*, the Real Estate described and depicted in Exhibit A attached hereto and incorporated herein.

This conveyance is not subject to the payment of Indiana Corporate Gross Income Tax.

THIS CONVEYANCE IS FOR NO ECONOMIC CONSIDERATION AND SALES DISCLOSURE FORM 46021 IS NOT REQUIRED.

IN WITNESS WHEREOF, the undersigned, as the authorized representative of the City of Fishers, with full authority to do so executes this Quitclaim Deed the ____ day of March, 2025

For tax purposes:

City of Fishers Redevelopment Commission
1 Municipal Drive
Fishers, Indiana 46038

Scott Fadness, Mayor

This instrument prepared by: Jennifer C. Messer, Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, Indiana 46220

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

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____ the Mayor of the City of Fishers, Hamilton County, Indiana, and acknowledged the execution of the same on the date aforesaid to be his or her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____County.

Exhibit A
Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape



RESOLUTION NO: R032525E

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND
SAFETY TRANSFERRING REAL PROPERTY TO THE CITY OF FISHERS
REDEVELOPMENT COMMISSION**

WHEREAS, the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), desires to transfer and convey to the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code 36-7-14 *et seq.* (the “Commission”), a small parcel of real property that is located in a floodplain in the Luxhaven development, which real property is described and depicted in Exhibit A attached hereto and incorporated herein (the “Parcel”);

WHEREAS, the Parcel will be transferred to the Commission pursuant to the quitclaim deed attached hereto and incorporated herein as Exhibit B (the “Deed”);

WHEREAS, prior to the City acquiring the Parcel, an adjacent property owner (the “Neighbor”) entered into a verbal agreement with the predecessor owner of the Parcel who allowed the Neighbor to locate septic fingers on the Parcel; and

WHEREAS, the Neighbor has now requested to purchase and acquire the Parcel, and it is expected that the Commission will sell the Parcel to the Neighbor for its fair market value and pursuant to and consistent with Indiana law.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works and Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** The Board hereby approves the transfer and conveyance of the Parcel to the Commission.
- Section 2.** The Mayor is authorized to execute the Deed and any other documents necessary to effectuate the intent of this Resolution.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March, 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST:



Kari Adriano, Board Clerk

DATE:

3/25/25



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

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

EXHIBIT A – THE PARCEL

Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape

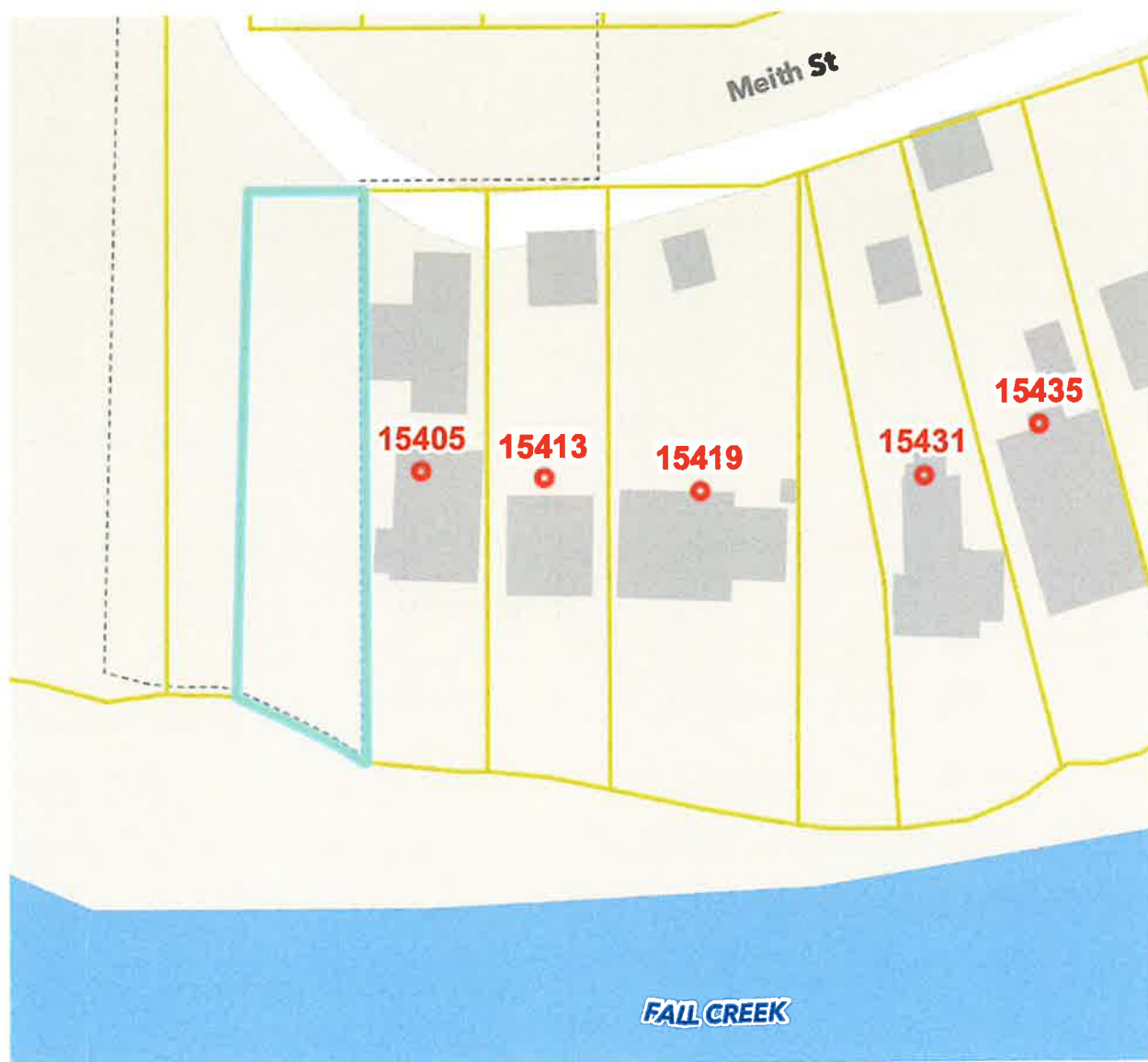


EXHIBIT B
QUITCLAIM DEED
[included on following pages]

EXHIBIT A – THE PARCEL

Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape

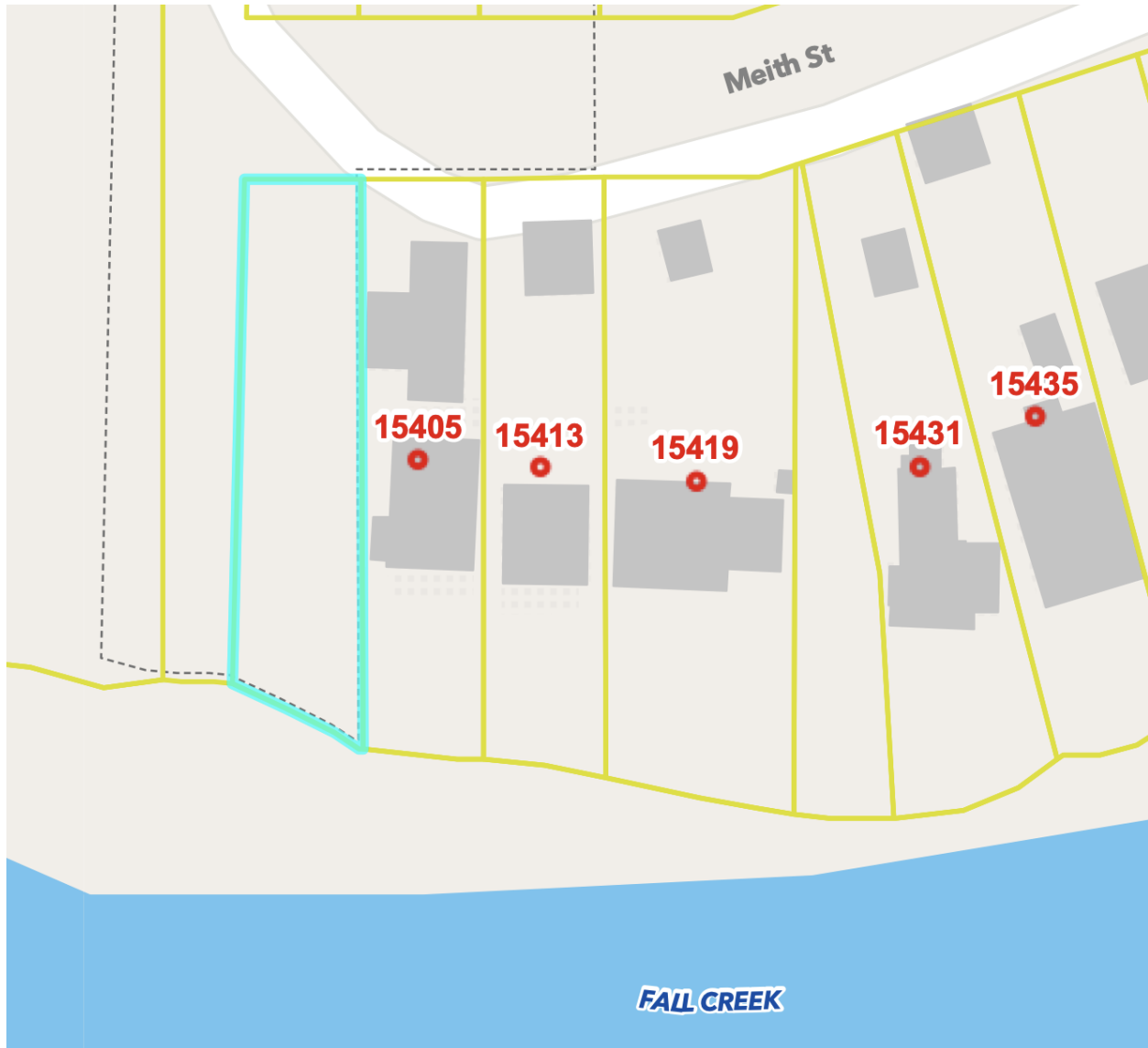


EXHIBIT B
QUITCLAIM DEED
[included on following pages]

Cross Reference Nos. 2018-02732

QUITCLAIM DEED

The City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, pursuant to Ind. Code § 36-4-1.5 *et. seq.*, hereby quitclaims all its right, title and interest and conveys to the City of Fishers Redevelopment Commission, a commission organized and existing pursuant to Ind. Code 36-7-14 *et. seq.*, the Real Estate described and depicted in Exhibit A attached hereto and incorporated herein.

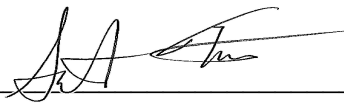
This conveyance is not subject to the payment of Indiana Corporate Gross Income Tax.

THIS CONVEYANCE IS FOR NO ECONOMIC CONSIDERATION AND SALES DISCLOSURE FORM 46021 IS NOT REQUIRED.

IN WITNESS WHEREOF, the undersigned, as the authorized representative of the City of Fishers, with full authority to do so executes this Quitclaim Deed the 25 day of March, 2025

For tax purposes:

City of Fishers Redevelopment Commission
1 Municipal Drive
Fishers, Indiana 46038



Scott Fadness, Mayor

This instrument prepared by: Jennifer C. Messer, Jennifer C. Messer, P.C., 202 E. 71st Street, Indianapolis, Indiana 46220

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

NOTARY'S CERTIFICATE

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, a Notary Public, in and for said State and County, personally appeared Scott Fadness the Mayor of the City of Fishers, Hamilton County, Indiana, and acknowledged the execution of the same on the date aforesaid to be his or her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 25 day of March, 2025.

Kari E. Adriano
Signature

Kari E. Adriano
Printed Name

My Commission expires: January 2, 2030

I am a resident of Hamilton County.



Exhibit A
Real Estate – Description & Depiction

Section 6, Township 17, Range 6 LUXHAVEN AMENDED Section 1 Lot 61 Irregular Shape





Board Action Form

MEETING DATE	March 25, 2025			
TITLE	Request to Approve the Use of the Riverfront Development Project Area Designation (Voodoo Brewery)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Director of Community & Economic Development Department: Economic Development			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R032525F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	At the September 18, 2023 Fishers City Council meeting, Ordinance No. 091823E was approved, establishing a municipal Riverfront Development Project Area within the City of Fishers. This designation allows three-way, two-way, or one-way liquor license applicants within the Project Area without regard to permit quotas that normally designate the number of permits within a community.	
	Voodoo Brewery signed a lease at 8729 Front Street, which is located within the Riverfront Development Project Area, and now wishes to use this designation to file for a three-way liquor license with the Indiana Alcohol and Tobacco Commission.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval Option</i>)	1.	Approve
	2.	Deny
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A, Application	

RESOLUTION NO. R032525F

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING RIVERFRONT DISTRICT DESIGNATION PERMIT
APPLICATION**

WHEREAS, Indiana Code § 7.1-3-20-16.1 (the "Act") authorizes the legislative body of a city or town within the State of Indiana to designate and establish the boundaries of a municipal riverfront development project within its territorial boundaries;

WHEREAS, the Act allows the Indiana Alcohol and Tobacco Commission to issue a three-way, two-way, or one-way permit to sell alcoholic beverages, for on premises consumption only, to an applicant who is the proprietor, as owner or lessee of a restaurant within a municipal riverfront development project funded in part with state and city money, without regard to any permit quotas as required by Indiana Code § 7.1-3-22 all in furtherance of economic development;

WHEREAS, ON September 18, 2023, as Ordinance No. 091823E, the Fishers Common Council ("City Council") determined that it is in the best interest of the City of Fishers (the "City") to designate and establish the boundaries of municipal riverfront development projects for the purposes of Indiana Code § 7.1-3-20-16(d), in order to encourage private investment within the municipal riverfront development projects and specifically to encourage investment by new restaurant proprietors;

WHEREAS, on March 5, 2025, DNM Business Ventures, LLC dba Voodoo Brewing Co. (Voodoo Brewing) applied for a Riverfront District Designation Permit ("Permit"), pursuant to Ordinance No. 091823E; and

WHEREAS, Voodoo Brewing is located at 8729 Front Street, Fishers, IN 46037 and is within the riverfront development project area that has been designated as a Municipal Riverfront Development Project by City Council and Voodoo Brewing meets all other requirements for the Permit; and

WHEREAS, the City desires to approve Voodoo Brewing's application for a Riverfront District Designation Permit;

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

- Section 1.** The Board hereby approves the Permit for Voodoo Brewing.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Economic and Community Development to execute any documents necessary for the approval of the Permit.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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



March 21, 2025

122788

Riverfront District Designation Permit

Status: Active

Submitted On: 3/5/2025

Primary Location

8729 FRONT ST
FISHERS, IN 46037

Owner

Envoy 106 Fishers LLC
8890 E 116th St Ste 250 Fishers, IN 46037

Authentication

By signing below, I affirm under penalty of perjury that I have received confirmation from the City of Fishers advising that I meet the eligibility requirements to apply for the Riverfront District Designation.

 David C. Rivotto
Mar 5, 2025

Business and Contact Information Information

Business Name*

DNM Business Ventures LLC. dba Voodoo
Brewing Co.

Business EIN*

87-4418055

Business Street Address 1*

8729 Front Street

Business Street Address 2*

10067 Midnight Line Drive

Business City/State/Zip Code*

Fishers/IN/46038

Primary Contact First Name*

David

Primary Contact Last Name*

Rivotto

Primary Contact Email Address*

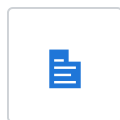
d.rivotto@gmail.com

Primary Contact Phone Number*

New Field

(317)565-7169

Attachments

**Business Entity Report****REQUIRED**

Business Entity Report.pdf

Uploaded by David Rivotto on Mar 5, 2025 at 8:57 PM

Record Activity

Jennifer Roam started a draft Record	03/04/2025 at 3:10 pm
David Rivotto added file Business Entity Report.pdf	03/05/2025 at 8:57 pm
David Rivotto submitted Record 122788	03/05/2025 at 8:58 pm
OpenGov system altered approval step Economic Development Review, changed status from Inactive to Active on Record 122788	03/05/2025 at 8:58 pm
OpenGov system assigned approval step Economic Development Review to Megan Baumgartner on Record 122788	03/05/2025 at 8:58 pm
Megan Baumgartner approved approval step Economic Development Review on Record 122788	03/12/2025 at 4:16 pm
OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record 122788	03/12/2025 at 4:16 pm
OpenGov system completed payment step Application Fee on Record 122788	03/18/2025 at 10:33 am
OpenGov system altered approval step Board of Works Approval/Economic Development Final Review, changed status from Inactive to Active on Record 122788	03/18/2025 at 10:33 am
OpenGov system assigned approval step Board of Works Approval/Economic Development Final Review to Megan Baumgartner on Record 122788	03/18/2025 at 10:33 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Economic Development Review	3/5/2025, 8:58:27 PM	3/12/2025, 4:16:32 PM	Megan Baumgartner	-	Completed
💰 Application Fee	3/12/2025, 4:16:33 PM	3/18/2025, 10:33:26 AM	David Rivotto	-	Completed
✓ Board of Works Approval/Economic Development Final Review	3/18/2025, 10:33:27 AM	-	Megan Baumgartner	-	Active
📄 Board of Works Approval Letter	-	-	-	-	Inactive

RESOLUTION NO. R032525F

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING RIVERFRONT DISTRICT DESIGNATION PERMIT
APPLICATION**

WHEREAS, Indiana Code § 7.1-3-20-16.1 (the "Act") authorizes the legislative body of a city or town within the State of Indiana to designate and establish the boundaries of a municipal riverfront development project within its territorial boundaries;

WHEREAS, the Act allows the Indiana Alcohol and Tobacco Commission to issue a three-way, two-way, or one-way permit to sell alcoholic beverages, for on premises consumption only, to an applicant who is the proprietor, as owner or lessee of a restaurant within a municipal riverfront development project funded in part with state and city money, without regard to any permit quotas as required by Indiana Code § 7.1-3-22 all in furtherance of economic development;

WHEREAS, ON September 18, 2023, as Ordinance No. 091823E, the Fishers Common Council ("City Council") determined that it is in the best interest of the City of Fishers (the "City") to designate and establish the boundaries of municipal riverfront development projects for the purposes of Indiana Code § 7.1-3-20-16(d), in order to encourage private investment within the municipal riverfront development projects and specifically to encourage investment by new restaurant proprietors;

WHEREAS, on March 5, 2025, DNM Business Ventures, LLC dba Voodoo Brewing Co. (Voodoo Brewing) applied for a Riverfront District Designation Permit ("Permit"), pursuant to Ordinance No. 091823E; and

WHEREAS, Voodoo Brewing is located at 8729 Front Street, Fishers, IN 46037 and is within the riverfront development project area that has been designated as a Municipal Riverfront Development Project by City Council and Voodoo Brewing meets all other requirements for the Permit; and

WHEREAS, the City desires to approve Voodoo Brewing's application for a Riverfront District Designation Permit;

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

- Section 1.** The Board hereby approves the Permit for Voodoo Brewing.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Economic and Community Development to execute any documents necessary for the approval of the Permit.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March 2025.

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

AYE

NAY

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST:


Kari Adriano, Board Clerk

DATE:

3/25/25



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

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



March 21, 2025

122788

Riverfront District Designation Permit

Status: Active

Submitted On: 3/5/2025

Primary Location

8729 FRONT ST
FISHERS, IN 46037

Owner

Envoy 106 Fishers LLC
8890 E 116th St Ste 250 Fishers, IN 46037

Authentication

By signing below, I affirm under penalty of perjury that I have received confirmation from the City of Fishers advising that I meet the eligibility requirements to apply for the Riverfront District Designation.

 David C. Rivotto
Mar 5, 2025

Business and Contact Information Information

Business Name*

DNM Business Ventures LLC. dba Voodoo
Brewing Co.

Business EIN*

87-4418055

Business Street Address 1*

8729 Front Street

Business Street Address 2*

10067 Midnight Line Drive

Business City/State/Zip Code*

Fishers/IN/46038

Primary Contact First Name*

David

Primary Contact Last Name*

Rivotto

Primary Contact Email Address*

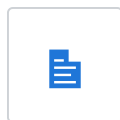
d.rivotto@gmail.com

Primary Contact Phone Number*

New Field

(317)565-7169

Attachments

**Business Entity Report****REQUIRED**

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Uploaded by David Rivotto on Mar 5, 2025 at 8:57 PM

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Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Economic Development Review	3/5/2025, 8:58:27 PM	3/12/2025, 4:16:32 PM	Megan Baumgartner	-	Completed
💰 Application Fee	3/12/2025, 4:16:33 PM	3/18/2025, 10:33:26 AM	David Rivotto	-	Completed
✓ Board of Works Approval/Economic Development Final Review	3/18/2025, 10:33:27 AM	-	Megan Baumgartner	-	Active
📄 Board of Works Approval Letter	-	-	-	-	Inactive



Board Action Form

MEETING DATE	March 25, 2025			
TITLE	Request to Approve the Use of the Riverfront Development Project Area Designation (Biscuit Boys)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Director of Community & Economic Development Department: Economic Development			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R032525G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	At the September 18, 2023 Fishers City Council meeting, Ordinance No. 091823E was approved, establishing a municipal Riverfront Development Project Area within the City of Fishers. This designation allows three-way, two-way, or one-way liquor license applicants within the Project Area without regard to permit quotas that normally designate the number of permits within a community.	
	Biscuit Boys signed a lease at 8711 E 106 th Street, which is located within the Riverfront Development Project Area, and now wishes to use this designation to file for a three-way liquor license with the Indiana Alcohol and Tobacco Commission.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval Option</i>)	1.	Approve
	2.	Deny
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A, Application	

RESOLUTION NO. R032525G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING RIVERFRONT DISTRICT DESIGNATION PERMIT
APPLICATION**

WHEREAS, Indiana Code § 7.1-3-20-16.1 (the "Act") authorizes the legislative body of a city or town within the State of Indiana to designate and establish the boundaries of a municipal riverfront development project within its territorial boundaries;

WHEREAS, the Act allows the Indiana Alcohol and Tobacco Commission to issue a three-way, two-way, or one-way permit to sell alcoholic beverages, for on premises consumption only, to an applicant who is the proprietor, as owner or lessee of a restaurant within a municipal riverfront development project funded in part with state and city money, without regard to any permit quotas as required by Indiana Code § 7.1-3-22 all in furtherance of economic development;

WHEREAS, ON September 18, 2023, as Ordinance No. 091823E, the Fishers Common Council ("City Council") determined that it is in the best interest of the City of Fishers (the "City") to designate and establish the boundaries of municipal riverfront development projects for the purposes of Indiana Code § 7.1-3-20-16(d), in order to encourage private investment within the municipal riverfront development projects and specifically to encourage investment by new restaurant proprietors;

WHEREAS, on January 8 2025, Biscuit Boys applied for a Riverfront District Designation Permit ("Permit"), pursuant to Ordinance No. 091823E; and

WHEREAS, Biscuit Boys is located at 8711 E. 106th Street, Fishers, IN 46037 and is within the riverfront development project area that has been designated as a Municipal Riverfront Development Project by City Council and Biscuit Boys meets all other requirements for the Permit; and

WHEREAS, the City desires to approve Biscuit Boy's application for a Riverfront District Designation Permit;

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

- Section 1.** The Board hereby approves the Permit for Biscuit Boys.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Economic and Community Development to execute any documents necessary for the approval of the Permit.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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



March 21, 2025

121932

Riverfront District Designation Permit

Status: Active

Submitted On: 1/8/2025

Primary Location

8711 E 106TH ST ST
FISHERS, IN 46037

Owner

106th Street Partners LLC
901 Wabash Ave Ste 300 Terre Haute, IN 47807

Authentication

By signing below, I affirm under penalty of perjury that I have received confirmation from the City of Fishers advising that I meet the eligibility requirements to apply for the Riverfront District Designation.

✓ David Dessner
Jan 8, 2025

Business and Contact Information Information

Business Name*

Biscuit Boys

Business EIN*

93-2457057

Business Street Address 1*

2500 East 46th St

Business Street Address 2*

n/a

Business City/State/Zip Code*

Indianapolis/IN /46205

Primary Contact First Name*

David

Primary Contact Last Name*

Dessner

Primary Contact Email Address*

ddessner@gmail.com

Primary Contact Phone Number*

New Field

917-991-9307

Attachments

	Business Entity Report REQUIRED RE Permit for Liquor license is asking for a business entity report.pdf Uploaded by Davd Dessner on Jan 8, 2025 at 8:53 AM
	RE Permit for Liquor license is asking for a business entity report.pdf RE Permit for Liquor license is asking for a business entity report.pdf Uploaded by Davd Dessner on Jan 8, 2025 at 8:52 AM

Record Activity

Davd Dessner started a draft Record	01/08/2025 at 8:47 am
Davd Dessner added file RE Permit for Liquor license is asking for a business entity report.pdf	01/08/2025 at 8:52 am
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Davd Dessner submitted Record 121932	01/08/2025 at 8:53 am
OpenGov system altered approval step Economic Development Review, changed status from Inactive to Active on Record 121932	01/08/2025 at 8:53 am
OpenGov system assigned approval step Economic Development Review to Megan Baumgartner on Record 121932	01/08/2025 at 8:53 am
Megan Baumgartner approved approval step Economic Development Review on Record 121932	01/09/2025 at 10:07 am
OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record 121932	01/09/2025 at 10:08 am
OpenGov system completed payment step Application Fee on Record 121932	01/23/2025 at 12:52 pm

OpenGov system altered approval step Board of Works Approval/Economic Development Final Review, changed status from Inactive to Active on Record 121932	01/23/2025 at 12:52 pm
OpenGov system assigned approval step Board of Works Approval/Economic Development Final Review to Megan Baumgartner on Record 121932	01/23/2025 at 12:52 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Economic Development Review	1/8/2025, 8:53:22 AM	1/9/2025, 10:07:58 AM	Megan Baumgartner	-	Completed
💰 Application Fee	1/9/2025, 10:08:01 AM	1/23/2025, 12:52:10 PM	Davd Dessner	-	Completed
✓ Board of Works Approval/Economic Development Final Review	1/23/2025, 12:52:11 PM	-	Megan Baumgartner	-	Active
📄 Board of Works Approval Letter	-	-	-	-	Inactive

RESOLUTION NO. R032525G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING RIVERFRONT DISTRICT DESIGNATION PERMIT
APPLICATION**

WHEREAS, Indiana Code § 7.1-3-20-16.1 (the "Act") authorizes the legislative body of a city or town within the State of Indiana to designate and establish the boundaries of a municipal riverfront development project within its territorial boundaries;

WHEREAS, the Act allows the Indiana Alcohol and Tobacco Commission to issue a three-way, two-way, or one-way permit to sell alcoholic beverages, for on premises consumption only, to an applicant who is the proprietor, as owner or lessee of a restaurant within a municipal riverfront development project funded in part with state and city money, without regard to any permit quotas as required by Indiana Code § 7.1-3-22 all in furtherance of economic development;

WHEREAS, ON September 18, 2023, as Ordinance No. 091823E, the Fishers Common Council ("City Council") determined that it is in the best interest of the City of Fishers (the "City") to designate and establish the boundaries of municipal riverfront development projects for the purposes of Indiana Code § 7.1-3-20-16(d), in order to encourage private investment within the municipal riverfront development projects and specifically to encourage investment by new restaurant proprietors;

WHEREAS, on January 8 2025, Biscuit Boys applied for a Riverfront District Designation Permit ("Permit"), pursuant to Ordinance No. 091823E; and

WHEREAS, Biscuit Boys is located at 8711 E. 106th Street, Fishers, IN 46037 and is within the riverfront development project area that has been designated as a Municipal Riverfront Development Project by City Council and Biscuit Boys meets all other requirements for the Permit; and

WHEREAS, the City desires to approve Biscuit Boy's application for a Riverfront District Designation Permit;

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

- Section 1.** The Board hereby approves the Permit for Biscuit Boys.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Economic and Community Development to execute any documents necessary for the approval of the Permit.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa Member		

ATTEST: 
Kari Adriano, Board Clerk

DATE: 3/25/25



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

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



March 21, 2025

121932

Riverfront District Designation Permit

Status: Active

Submitted On: 1/8/2025

Primary Location

8711 E 106TH ST ST
FISHERS, IN 46037

Owner

106th Street Partners LLC
901 Wabash Ave Ste 300 Terre Haute, IN 47807

Authentication

By signing below, I affirm under penalty of perjury that I have received confirmation from the City of Fishers advising that I meet the eligibility requirements to apply for the Riverfront District Designation.

 David Dessner
Jan 8, 2025

Business and Contact Information Information

Business Name*

Biscuit Boys

Business EIN*

93-2457057

Business Street Address 1*

2500 East 46th St

Business Street Address 2*

n/a

Business City/State/Zip Code*

Indianapolis/IN /46205

Primary Contact First Name*

David

Primary Contact Last Name*

Dessner

Primary Contact Email Address*

ddessner@gmail.com

Primary Contact Phone Number*

New Field

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City of Fishers Board of Public Works & Safety

Board Action Form

MEETING DATE	3.25.25	RESOLUTION NO.	R032525H
TITLE OF AGENDA ITEM	Request to Approve Professional Services Agreement MBSA Events		
PRESENTER/DEPARTMENT	Marissa Deckert, Parks and Recreation		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	MBSA Events is an Indiana Corporation that provides event planning services, including but not limited to, organizing volunteers, vendor communication, business communication, event logistics, event mapping, and parade management. MBSA Events has provided exceptional support and expertise in the planning and execution of Fishers Pinnacle event, SparkFishers!, since its inaugural year. The Parks Dept desires to continue working with MBSA Events to support this ever-growing festival. SparkFishers! Draws over 100,000 attendees throughout the week and continues to grow. SparkFishers events include several national concerts, fireworks, drone show, street festival, car + art show, parade, entertainment, and so much more.		
EXPENDITURE \$	\$57,500.00		
BUDGETED \$	\$60,000.00		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☒ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☐ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☒ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		10107010-43100 815,576.53

RESOLUTION NO. R032525H

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT
(MBSA EVENTS)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (the “City”) through its Department of Parks and Recreation (“Parks”) operates SparkFishers!, an annual event which draws over 100,000 attendees throughout the week and continues to grow;

WHEREAS, MBSA Events (MSBA) provides event planning services, including organizing volunteers, vendor communication, business communication, event logistics, event mapping and parade management;

WHEREAS, the City has engaged MSBA since SparkFishers! began and MSBA has provided exceptional support and expertise in the planning and execution of SparkFishers; and

WHEREAS, MSBA and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. An agreement substantially similar to the Agreement is hereby approved.

Section 2. The Mayor or the Director of Parks and Recreation is authorized to execute the Agreement.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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



CHANGE ORDER LOG

City of Fishers
2024118 - City of Fishers - Agripark Building
March 17, 2025

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed	
PCI-001	OCO-002	Civil Design and Survey Costs			Approved	12/10/24	01/07/25		12/31/24		
		017100	Topographic Survey, Private Locates, Titlework Search and Review	\$5,925.32							
		017215	Civil Engineering and Design - Final cost TBD	\$22,750.00							
		017215	Allowance in Base Bid	(\$10,000.00)							
		Total		\$18,675.32							
PCI-002	OCO-001	Extend overhang to west elevation to provide cover for public restrooms			Approved	12/10/24	12/13/24	12/16/24	12/13/24		
		030000	Provide 8' sidewalk along the west elevation	Flatmade, LLC D							\$5,064.00
		074600	Alter building shell to extend overhang area along the west elevation	FBI Buildings,							\$17,916.00
		099000	Painting of (8) additional columns, resulting from additional overhang/porch area	Vertex Painting							\$880.00
		910000	Insurance								\$238.60
		940000	Overhead and Profit								\$2,409.86
		Total		\$26,508.46							
PCI-003	OCO-001	Bath Accessories Package			Approved	12/10/24	12/13/24	12/16/24	12/13/24		
		061025	Allowance in Base Bid								(\$2,000.00)
		102113	Bathroom Accessories Package, include DPW specified products and an adult changing table	Central Indiana							\$14,140.00
		260000	Additional electrical needed for adult changing table, not shown on plans.	Bobbitt Electri							\$1,069.00
		910000	Insurance								\$132.09
		940000	Overhead and Profit								\$1,334.11
		Total		\$14,675.20							
PCI-004		Additional site work per civil drawings - awaiting final drawings to price			Rejected	12/11/24					
		030000	Additional concrete sidewalk, concrete pavement for overhead door access, and concrete steps per site plan	Flatmade, LLC D							\$15,003.90
		055000	Railing for stairs								\$2,580.00
		910000	Insurance								\$175.84
		940000	Overhead and Profit								\$1,775.97
		Total		\$19,535.71							
		Comments: The City of Fishers will complete this additional work.									
Additional concrete sidewalks, concrete pavement, handrails											
Not including asphalt costs, attempting to complete without demo and replacement of asphalt.											
PCI-005		ESTIMATE: Update foundation to include a frost slab, allowing the building to operate during all seasons.			Rejected	01/23/25	01/23/25				

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed
		030000	Installation of frost wall, 36" deep, 8" thick. Includes excavation for footer, rebar, setting post brackets and 2" rigid insulation.	Flatmade, LLC D	\$51,813.18					
		074600	Alternation to shell building - remove in-ground posts from design, provide post anchors, add shear walls	FBI Buildings,	(\$4,936.00)					
		800035	Additional General Conditions, 2 weeks added to the construction schedule		\$12,317.13					
		910000	Insurance		\$651.14					
		940000	Overhead and Profit		\$6,576.49					
		950000	Contingency at 10%		\$5,919.43					
			Total		\$72,341.37					
		Comments: Estimated costs do not consider design fees for updated drawings, permit amendment(s), or delays resulting from the design change.								
PCI-006	OCO-003	Additional electrical work to provide power to sanitary grinder (provided by DayStar).			Approved	02/07/25	02/20/25		02/28/25	
		260000	Install new conduit and wire for grinder pump and controller; add 30A circuit breaker, build rack to mount controller and disconnect.	Bobbitt Electri	\$1,832.00					
		910000	Insurance		\$18.32					
		940000	Overhead and Profit		\$185.03					
			Total		\$2,035.35					
PCI-007	OCO-003	Provide and install 2" insulation board along perimeter of concrete slab.			Approved	02/13/25	02/20/25		02/28/25	
		030000	Provide 2" rigid insulation along perimeter of building slab.	Flatmade, LLC D	\$9,723.50					
		910000	Insurance		\$97.24					
		940000	Overhead and Profit		\$982.07					
			Total		\$10,802.81					
PCI-008	OCO-003	Unforeseen Soil Conditions - Sandstone encountered during building pad excavation			Approved	02/14/25	02/26/25		02/28/25	
		074600	Shell Building - additional equipment and time to dig footers (through 2/19)	FBI Buildings,	\$4,305.00					
		220000	Plumbing - heavy equipment to break and excavate for underground water and sanitary - Does not include spoil removal	Duty Calls Plum	\$14,300.00					
		910000	Insurance		\$186.05					
		940000	Overhead and Profit		\$1,879.11					
			Total		\$20,670.16					
PCI-009		Raise Building Pad 6"			Rejected	02/20/25				
		030000	Changes to ADA route	Flatmade, LLC D	\$0.00					
			Total		\$0.00					
		Comments: The City of Fishers will complete the additional site work.								



CHANGE ORDER LOG

City of Fishers
2024118 - City of Fishers - Agripark Building
March 17, 2025

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed
PCI-010	RFI 01 - Change to Dimensions for Drywall Application				Pending - Proceeding	03/04/25				
	074600	Reframe (3) Doors	FBI Buildings,	\$560.00						
	910000	Insurance		\$5.60						
	940000	Overhead and Profit		\$56.56						
	Total			\$622.16						
PCI-011	RFI 02 - Change Plumbing Piping Material to PEX				Approved	03/04/25				
	220000	NO COST - Provide PEX piping, running underground, in lieu of overhead copper.	Duty Calls Plum	\$0.00						
	Total			\$0.00						
	Comments: No Cost Change, material cost reduction offsets additional labor to install underslab. Building is no longer going to be winterized so plumbing could not be installed overhead.									
PCI-012	Add swale to E of building, between existing building and new building, to route water away from the new building pad.				Pre-Pending	03/06/25				
	310000	VERBAL - Add swale to E of building, between existing building and new building, to route water away from the new building pad. Includes excavation, grade, seed and blanket.	Eubank Brothers	\$10,000.00						
	910000	Insurance		\$100.00						
	940000	Overhead and Profit		\$1,010.00						
	Total			\$11,110.00						
PCI-013	Unforeseen Soil Conditions - Sandstone encountered porch footing excavations				Pending - Proceeding	03/06/25				
	074600	Sandstone encountered porch footing excavations (after 3/10/25)	FBI Buildings,	\$0.00						
	074600	Sandstone encountered porch footing excavations (thru 3/10/25)	FBI Buildings,	\$1,609.50						
	Total			\$1,609.50						
PCI-014	Upsize sidewalk under porch areas to 9' from 8' to encase porch columns and extend to roof line.				Rejected	03/13/25				
	030000	Increase porch sidewalk width 1'	Flatmade, LLC D	\$2,573.00						
	910000	Insurance		\$25.73						
	940000	Overhead and Profit		\$259.87						
	Total			\$2,858.60						
Comments: Verbally declined, 3/17. Will complete with city concrete crews.										

CONTINGENCY SUMMARY

Contingency Budget	\$0.00
Approved Owner Change Orders	\$0.00
Pending Change Orders	\$0.00
Pre-Pending Change Orders	\$0.00

PROJECTED CONTINGENCY BALANCE	\$0.00
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BUDGET SUMMARY

Construction Budget with Contingency	\$847,703.00
Approved Owner Change Orders	\$93,367.30
Pending Change Orders	\$2,231.66
Pre-Pending Change Orders	\$11,110.00

PROJECTED CONSTRUCTION BUDGET	\$954,411.96
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RESOLUTION NO. R032525H

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT
(MBSA EVENTS)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (the “City”) through its Department of Parks and Recreation (“Parks”) operates SparkFishers!, an annual event which draws over 100,000 attendees throughout the week and continues to grow;

WHEREAS, MBSA Events (MSBA) provides event planning services, including organizing volunteers, vendor communication, business communication, event logistics, event mapping and parade management;

WHEREAS, the City has engaged MSBA since SparkFishers! began and MSBA has provided exceptional support and expertise in the planning and execution of SparkFishers; and

WHEREAS, MSBA and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. An agreement substantially similar to the Agreement is hereby approved.

Section 2. The Mayor or the Director of Parks and Recreation is authorized to execute the Agreement.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March 2025.

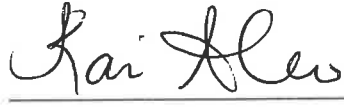
**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa Member		

ATTEST:  DATE: 3/25/25
Kari Adriano, Board Clerk



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

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this document, unless required by law.” /s/ Lindsey M. Bennett

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 25 day of March, 2025 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and MBSA EVENTS INC, an Indiana Corporation (the “Contractor”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Contractor to provide event planning and oversight services for the City’s 2025 Spark!Fishers event as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the later of (a) completion of the Services, or (b) **August 1, 2025**, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). In no event shall payments be made for work done or Services performed after expiration of the Term.

- A. **Early Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Contractor (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Contractor’s contractual relationship with the City); or (ii) it becomes generally known that Contractor is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Contractor breaches a fiduciary duty owed to City as a result of performance or nonperformance of the Services.

- B. **Termination for Material Default.** In the event of material default, the non-defaulting Party may terminate this Agreement upon three (3) days' written notice which right shall not be subject to the right to cure.
- C. **Survival.** Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement during the Term and prior to termination as provided herein.
3. **CONFIDENTIALITY.** Contractor acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information"). Contractor shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Contractor shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, Contractor shall return to City all Confidential Information. This provision shall survive termination of this Agreement.
4. **CONSIDERATION.** For and in consideration of and as a material inducement for Contractor fully satisfying its obligations included herein, Contractor shall be paid the installment payments listed in Exhibit A (the "Installment Payments"), which Installments shall be paid by the City within thirty (30) days of the Invoice Date (as identified in Exhibit A).
(the "Consideration"); provided, however, the Contractor acknowledges that to be timely paid, the Contractor shall within ten (10) days of the Effective Date, provide City (a) the completed EFT form attached as Exhibit B (the "EFT Form"), and, if not previously provided to the City during 2024, (b) a completed 1099 form. All Compensation shall be paid to Contractor by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Contractor under contracts to which Contractor is a party, to the extent that such contracts relate to the performance of the Services by Contractor or any party acting by, under, through, or on behalf of Contractor; (b) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or (c) the breach by Contractor of any term or condition of this Agreement or any Ancillary Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.
6. **COMPLIANCE WITH LAWS.** During the Term, Contractor shall fully comply with the Laws while delivering the Services. For purposes of this Section 6, "Laws" shall

mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Contractor acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

7. GOVERNING LAW.

- A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.
- B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

8. CONTRACTOR CERTIFICATIONS. Contractor represents and warrants to the City that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

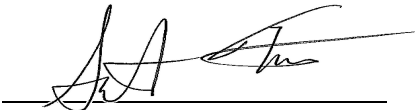
Moreover, Contractor understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 8, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Contractor covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Contractor shall execute the affidavit included as Exhibit C affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City.

9. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Contractor, and their respective successors and assigns; provided, however, Contractor may only assign this Agreement upon written approval of the City. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this

Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Contractor waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Contractor may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and Contractor. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between Contractor and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

[signatures on following pages]

City of Fishers, Hamilton County, Indiana

By: 
Scott Fadness, Mayor

MBSA Events, Inc.

By: _____

Its: _____

EXHIBIT A SCOPE OF WORK

COMPENSATION. As compensation for services which the Independent Contractor may render to the Corporation pursuant to the terms of this Agreement, the Corporation shall pay to the Independent Contractor a sum in the amount of \$57,500 and no/100 Dollars ("Amount"), which shall be paid in installments as follows:

<u>Installment No.</u>	<u>Amount</u>	<u>Invoice Date</u>
Installment No. 1	\$10,000	December 1, 2024
Installment No. 2	\$9,500	February 1, 2025
Installment No. 3	\$9,500	April 1, 2025
Installment No. 4	\$9,500	June 1, 2025
Installment No. 5	\$9,500	July 1, 2025
Installment No. 6	\$9,500	August 1, 2025

I prefer electronic invoices: ☐ I prefer paper invoices: ☐

Company Name: _____
Invoice to Name: _____
Invoice to Address: _____
Invoice to Email Address: _____

EXPENSES. With respect to expenses the parties agree as follows:

- (a) Corporation shall reimburse Independent Contractor for related office expenses incurred in connection with performance of its duties including but not limited to expenses for postage, courier service, overnight delivery, long distance telephone charges, and professional photocopying and printing. Independent Contractor shall use its best discretion to determine reasonable expenditures.
- (b) Independent Contractor shall be responsible for the expense of routine copying (defined as photocopying less than 200 pages for one job), printing and supplies.

*This scope supports MBSA Events, Inc.'s involvement in 2025 Spark!Fishers
"Client" refers to Fishers Parks/City of Fishers*

Admin

1. Attend and participate in Spark!Fishers planning meetings with staff, public safety officials, and any necessary logistics vendors.
2. Through meetings with Public Safety, create the list of road closures, parking restrictions, and meter restrictions.
3. Work with DPW or designated contractor to create maps for all areas of the event.
4. Attend and participate in post-event evaluation.

Logistics

5. Provide logistical support to Fishers Parks staff lead including set-up and tear-down, décor and signage.
6. MBSA will be the primary contact for the following logistics vendors:
 - a. Transportation/shuttles
 - b. Security
 - c. Power
 - d. Tents/tables/chairs
 - e. Golf carts
 - f. Radios
 - g. Misting fans
 - h. Trash/dumpsters
 - i. Port-o-lets
 - j. Ice
 - k. Note: transportation/shuttles and security will be coordinated by MBSA and then handed off to Fishers Parks staff for day-of management.
7. Assist in updating comprehensive signage list and timeline, created by Fishers Parks staff lead.
 - a. NOTE: Fishers Parks staff lead will oversee the design and production of all signage.
8. Provide (3) staff members on site for set up of events Wednesday-Saturday of Spark! Fishers.
 - a. NOTE: MBSA will remain on site for the duration of the Thursday night Car/Art Show and the Saturday parade & festival as well as assist with tear-down of both.
9. Be onsite for all set up and tear down activities related to the parade on Saturday, as well as during the hours of Festival operation.

Vendors

10. Serve as staff liaisons for the Vendors
11. Develop a planning timeline.
12. Act as the main point of contact to applied vendors.
13. Work with the City of Fishers on a vendor selection process.
14. Work with the sponsorship, entertainment, and leadership committees to determine layout and placement of vendors.
15. Work with a City of Fishers employee on invoicing and setting due dates for vendor payments.
16. Coordinate and oversee (2) vendor meetings prior to event.
17. Serve as the liaison and oversee communications with the Health Department and Public Safety regarding approved vendors.
18. Be the onsite contact for load in, setup and tear down for all approved vendors.
19. Oversee the ice distribution process onsite for vendors.

Car and Art Show

20. Serve as staff along with Fishers Parks staff lead for the Car and Art Show Committee.
21. Work with committee to achieve all goals set by the Client and the committee.
22. Develop a planning timeline.
23. Act as the main point of contact to car applicants and Arts Council.
 - a. NOTE: Fishers Parks staff lead will oversee designated food and beverage vendors.
24. Update annual application to include any new rules and regulations.
25. Work with the sponsorship, entertainment, and leadership committees to determine layout and placement of car and art show vendors.
 - a. NOTE: Fishers Parks staff lead will determine needs of other groups needing placement at the Show, including but not limited to: ID check stations, Ask Me stations, EMS and other Public Safety stations.
26. Work with Fishers Parks staff on invoicing and setting due dates for participant payments.

27. Be the onsite contact for load in, set up and tear down for all approved car applicants and Arts Council.

Parade

28. Serve as staff for the Parade Committee.
29. Work with committee to achieve all goals set by Fishers Parks and the committee, communicate all committee activity back to Fishers Parks staff lead.
30. Develop a planning timeline, including key dates for application open and close, communications, pre-event Parade Meeting, etc.
31. Assist in guiding parade sub-committee as appropriate. This includes attending sub-committee meetings, creating day-of timelines, etc.
32. Act as the main point of contact to applied parade participants.
33. Update annual application to include any new rules and regulations.
34. Collaborate with Fishers Parks staff and public safety officials to determine parade route.
35. Create the parade lineup once all parade entries have been selected and confirmed.
 - a. NOTE: MBSA to provide draft to Fishers Parks staff for review prior to providing to parade participants.
36. Work with Fishers Parks staff on invoicing and setting due dates for unit payments.
37. Coordinate and oversee (1) parade meeting prior to event.
38. Be the onsite contact for set up, marshalling, parade, de-marshalling, and tear down for all aspects of the parade.
39. Work with volunteer co-chairs and committee to develop and implement staffing plan for parade areas.
40. Attend Volunteer trainings and lead breakouts as needed.

Please note that MBSA Events, Inc. will not be directly responsible for the following, but will lend counsel as appropriate:

1. Soliciting and securing event sponsors or VIK.
2. Writing event script or speaking points.
3. Designing, producing, and printing of printed/promotional materials including program, invitations, signage, banners, videos, etc.
4. Volunteer recruitment
5. Creating and managing the online volunteer system
6. Contracting and paying bills
7. Event promotion
8. CivicRec access and management of payments, sending/collecting invoices, or money handling
9. Managing staffing and volunteers for Car and Art Show
10. Food/beverage vendors and kids areas for concerts, 5K, and Car and Art Show

EXHIBIT B
EFT Form
[included on the following page]

EXHIBIT C
E-VERIFY AFFIDAVIT

_____ ("**Affiant**"), the _____ of MSBA Events, Inc. an Indiana
_____ ("**Contractor**"), effective as of _____, 2025 (the "**Effective Date**"),
hereby certifies and affirms the following on behalf of Contractor:

1. Contractor is enrolled in and is participating in the E-Verify program;
2. Contractor does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contractor has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Contractor and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Contractor.

MSBA Events, Inc.

Its: _____
[SIGNATORY'S POSITION]



City of Fishers Board of Public Works & Safety

Board Action Form

MEETING DATE	3/25/25	RESOLUTION NO.	R032525I
TITLE OF AGENDA ITEM	Request to Approve a Change Order to Original Contract with Norcon		
PRESENTER/DEPARTMENT	Marissa Deckert, Parks and Recreation		
BACKGROUND - Description of item being presented - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved - Were quotes/bids received? How many? Attach all quotes/bids - If a special purchase, the basis of purchase - Other justification for approval of item - Budget for this project item, was this over or under budget?	The Fishers AgriPark is a 33-acre urban farm and popular community destination and home to our 2nd grade experiential learning program with Hamilton Southeastern School District. This construction project includes indoor restrooms, classroom and programming space, and a country store designed to deepen the visitor experience. The new multi-purpose building is being constructed near the front of the property, just west of the existing barn. Change Order in the amount of \$65,525.30 to original contract with Norcon for Agripark building (Original resolution R102824G) Changes to include: - civil design and survey cost (PCI-001) - additional heavy equipment due to unforeseen soil conditions-sandstone encountered during excavation (PCI -008, PCI-013) - additional of swale to route water away from new building pad (excavation, grade, seed, blanket) (PCI-012) - additional electrical work to provide power to sanitary grinder (PCI-006) - 2 " insulation board along perimeter of concrete slab to insure year-round restroom use (PCI-007)		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement – Purchase of Equipment or Supply over \$50,000 ☐ Contract or Agreement - Public Works Project over \$50,000 ☒ Contract or Agreement – Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office	☒ Document does not need recorded with the County Recorder's Office/Document will be recorded by another party Who is recording the document? N/A	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:	40207010 – 44300 Capital Buildings \$954,411.96	

RESOLUTION NO. R032525I

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING CHANGE ORDER NO. 2 WITH NORCON
(AGRIPARK BUILDING)**

WHEREAS, on October 29, 2024, as Resolution No. R102924G, the City of Fishers Board of Public Works & Safety approved a contract with Norcon Inc., for the construction of a building at the City of Fishers Agripark, in an amount not to exceed base bid price of \$847,703.00;

WHEREAS, on January 14, 2025, as Resolution No. 011425K, the Board approved Change Order No. 1 with Norcon in the amount of \$41,183.66 to extend overhang to the west elevation to the building and to add a bathroom accessories package; and

WHEREAS, an additional change order is necessary to add and include civil design and survey cost, additional heavy equipment due to unforeseen soil conditions, an additional swale to route water away from new building pad, additional electrical work to provide power to sanitary grinder, and 2" insulation board along perimeter of concrete slab to insure year-round restroom use in the amount of \$65,525.30, as shown in the attached Exhibit A, incorporated here ("Change Order No. 2");

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

- Section 1.** The Board hereby approves the Change Order No. 2 described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Parks and Recreation to sign the Change Order.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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



CHANGE ORDER LOG

City of Fishers
2024118 - City of Fishers - Agripark Building
March 17, 2025

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed	
PCI-001	OCO-002	Civil Design and Survey Costs			Approved	12/10/24	01/07/25		12/31/24		
		017100	Topographic Survey, Private Locates, Titlework Search and Review	\$5,925.32							
		017215	Civil Engineering and Design - Final cost TBD	\$22,750.00							
		017215	Allowance in Base Bid	(\$10,000.00)							
		Total		\$18,675.32							
PCI-002	OCO-001	Extend overhang to west elevation to provide cover for public restrooms			Approved	12/10/24	12/13/24	12/16/24	12/13/24		
		030000	Provide 8' sidewalk along the west elevation	Flatmade, LLC D							\$5,064.00
		074600	Alter building shell to extend overhang area along the west elevation	FBI Buildings,							\$17,916.00
		099000	Painting of (8) additional columns, resulting from additional overhang/porch area	Vertex Painting							\$880.00
		910000	Insurance								\$238.60
		940000	Overhead and Profit								\$2,409.86
		Total		\$26,508.46							
PCI-003	OCO-001	Bath Accessories Package			Approved	12/10/24	12/13/24	12/16/24	12/13/24		
		061025	Allowance in Base Bid								(\$2,000.00)
		102113	Bathroom Accessories Package, include DPW specified products and an adult changing table	Central Indiana							\$14,140.00
		260000	Additional electrical needed for adult changing table, not shown on plans.	Bobbitt Electri							\$1,069.00
		910000	Insurance								\$132.09
		940000	Overhead and Profit								\$1,334.11
		Total		\$14,675.20							
PCI-004		Additional site work per civil drawings - awaiting final drawings to price			Rejected	12/11/24					
		030000	Additional concrete sidewalk, concrete pavement for overhead door access, and concrete steps per site plan	Flatmade, LLC D							\$15,003.90
		055000	Railing for stairs								\$2,580.00
		910000	Insurance								\$175.84
		940000	Overhead and Profit								\$1,775.97
		Total		\$19,535.71							
		Comments: The City of Fishers will complete this additional work.									
Additional concrete sidewalks, concrete pavement, handrails											
Not including asphalt costs, attempting to complete without demo and replacement of asphalt.											
PCI-005		ESTIMATE: Update foundation to include a frost slab, allowing the building to operate during all seasons.			Rejected	01/23/25	01/23/25				

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed
		030000	Installation of frost wall, 36" deep, 8" thick. Includes excavation for footer, rebar, setting post brackets and 2" rigid insulation.	Flatmade, LLC D	\$51,813.18					
		074600	Alternation to shell building - remove in-ground posts from design, provide post anchors, add shear walls	FBI Buildings,	(\$4,936.00)					
		800035	Additional General Conditions, 2 weeks added to the construction schedule		\$12,317.13					
		910000	Insurance		\$651.14					
		940000	Overhead and Profit		\$6,576.49					
		950000	Contingency at 10%		\$5,919.43					
			Total		\$72,341.37					
		Comments: Estimated costs do not consider design fees for updated drawings, permit amendment(s), or delays resulting from the design change.								
PCI-006	OCO-003	Additional electrical work to provide power to sanitary grinder (provided by DayStar).				Approved	02/07/25	02/20/25	02/28/25	
		260000	Install new conduit and wire for grinder pump and controller; add 30A circuit breaker, build rack to mount controller and disconnect.	Bobbitt Electri	\$1,832.00					
		910000	Insurance		\$18.32					
		940000	Overhead and Profit		\$185.03					
			Total		\$2,035.35					
PCI-007	OCO-003	Provide and install 2" insulation board along perimeter of concrete slab.				Approved	02/13/25	02/20/25	02/28/25	
		030000	Provide 2" rigid insulation along perimeter of building slab.	Flatmade, LLC D	\$9,723.50					
		910000	Insurance		\$97.24					
		940000	Overhead and Profit		\$982.07					
			Total		\$10,802.81					
PCI-008	OCO-003	Unforeseen Soil Conditions - Sandstone encountered during building pad excavation				Approved	02/14/25	02/26/25	02/28/25	
		074600	Shell Building - additional equipment and time to dig footers (through 2/19)	FBI Buildings,	\$4,305.00					
		220000	Plumbing - heavy equipment to break and excavate for underground water and sanitary - Does not include spoil removal	Duty Calls Plum	\$14,300.00					
		910000	Insurance		\$186.05					
		940000	Overhead and Profit		\$1,879.11					
			Total		\$20,670.16					
PCI-009		Raise Building Pad 6"				Rejected	02/20/25			
		030000	Changes to ADA route	Flatmade, LLC D	\$0.00					
			Total		\$0.00					
		Comments: The City of Fishers will complete the additional site work.								



CHANGE ORDER LOG

City of Fishers
2024118 - City of Fishers - Agripark Building
March 17, 2025

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed
PCI-010		RFI 01 - Change to Dimensions for Drywall Application			Pending - Proceeding	03/04/25				
	074600	Reframe (3) Doors	FBI Buildings,	\$560.00						
	910000	Insurance		\$5.60						
	940000	Overhead and Profit		\$56.56						
	Total		\$622.16							
PCI-011		RFI 02 - Change Plumbing Piping Material to PEX			Approved	03/04/25				
	220000	NO COST - Provide PEX piping, running underground, in lieu of overhead copper.	Duty Calls Plum	\$0.00						
	Total		\$0.00							
	Comments: No Cost Change, material cost reduction offsets additional labor to install underslab. Building is no longer going to be winterized so plumbing could not be installed overhead.									
PCI-012		Add swale to E of building, between existing building and new building, to route water away from the new building pad.			Pre-Pending	03/06/25				
	310000	VERBAL - Add swale to E of building, between existing building and new building, to route water away from the new building pad. Includes excavation, grade, seed and blanket.	Eubank Brothers	\$10,000.00						
	910000	Insurance		\$100.00						
	940000	Overhead and Profit		\$1,010.00						
	Total		\$11,110.00							
PCI-013		Unforeseen Soil Conditions - Sandstone encountered porch footing excavations			Pending - Proceeding	03/06/25				
	074600	Sandstone encountered porch footing excavations (after 3/10/25)	FBI Buildings,	\$0.00						
	074600	Sandstone encountered porch footing excavations (thru 3/10/25)	FBI Buildings,	\$1,609.50						
	Total		\$1,609.50							
PCI-014		Upsize sidewalk under porch areas to 9' from 8' to encase porch columns and extend to roof line.			Rejected	03/13/25				
	030000	Increase porch sidewalk width 1'	Flatmade, LLC D	\$2,573.00						
	910000	Insurance		\$25.73						
	940000	Overhead and Profit		\$259.87						
	Total		\$2,858.60							
	Comments: Verbally declined, 3/17. Will complete with city concrete crews.									

CONTINGENCY SUMMARY

Contingency Budget	\$0.00
Approved Owner Change Orders	\$0.00
Pending Change Orders	\$0.00
Pre-Pending Change Orders	\$0.00

PROJECTED CONTINGENCY BALANCE	\$0.00
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BUDGET SUMMARY

Construction Budget with Contingency	\$847,703.00
Approved Owner Change Orders	\$93,367.30
Pending Change Orders	\$2,231.66
Pre-Pending Change Orders	\$11,110.00

PROJECTED CONSTRUCTION BUDGET	\$954,411.96
--------------------------------------	---------------------

RESOLUTION NO. R032525I

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING CHANGE ORDER NO. 2 WITH NORCON
(AGRIPARK BUILDING)**

WHEREAS, on October 29, 2024, as Resolution No. R102924G, the City of Fishers Board of Public Works & Safety approved a contract with Norcon Inc., for the construction of a building at the City of Fishers Agripark, in an amount not to exceed base bid price of \$847,703.00;

WHEREAS, on January 14, 2025, as Resolution No. 011425K, the Board approved Change Order No. 1 with Norcon in the amount of \$41,183.66 to extend overhang to the west elevation to the building and to add a bathroom accessories package; and

WHEREAS, an additional change order is necessary to add and include civil design and survey cost, additional heavy equipment due to unforeseen soil conditions, an additional swale to route water away from new building pad, additional electrical work to provide power to sanitary grinder, and 2" insulation board along perimeter of concrete slab to insure year-round restroom use in the amount of \$65,525.30, as shown in the attached Exhibit A, incorporated here ("Change Order No. 2");

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

- Section 1.** The Board hereby approves the Change Order No. 2 described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Parks and Recreation to sign the Change Order.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST:


Kari Adriano, Board Clerk

DATE:

3/25/25



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

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



CHANGE ORDER LOG

City of Fishers
2024118 - City of Fishers - Agripark Building
March 17, 2025

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed	
PCI-001	OCO-002	Civil Design and Survey Costs			Approved	12/10/24	01/07/25		12/31/24		
		017100	Topographic Survey, Private Locates, Titlework Search and Review	\$5,925.32							
		017215	Civil Engineering and Design - Final cost TBD	\$22,750.00							
		017215	Allowance in Base Bid	(\$10,000.00)							
		Total	\$18,675.32								
PCI-002	OCO-001	Extend overhang to west elevation to provide cover for public restrooms			Approved	12/10/24	12/13/24	12/16/24	12/13/24		
		030000	Provide 8' sidewalk along the west elevation	Flatmade, LLC D							\$5,064.00
		074600	Alter building shell to extend overhang area along the west elevation	FBI Buildings,							\$17,916.00
		099000	Painting of (8) additional columns, resulting from additional overhang/porch area	Vertex Painting							\$880.00
		910000	Insurance								\$238.60
		940000	Overhead and Profit								\$2,409.86
		Total	\$26,508.46								
PCI-003	OCO-001	Bath Accessories Package			Approved	12/10/24	12/13/24	12/16/24	12/13/24		
		061025	Allowance in Base Bid								(\$2,000.00)
		102113	Bathroom Accessories Package, include DPW specified products and an adult changing table	Central Indiana							\$14,140.00
		260000	Additional electrical needed for adult changing table, not shown on plans.	Bobbitt Electri							\$1,069.00
		910000	Insurance								\$132.09
		940000	Overhead and Profit								\$1,334.11
		Total	\$14,675.20								
PCI-004	Additional site work per civil drawings - awaiting final drawings to price			Rejected	12/11/24						
	030000	Additional concrete sidewalk, concrete pavement for overhead door access, and concrete steps per site plan	Flatmade, LLC D							\$15,003.90	
	055000	Railing for stairs								\$2,580.00	
	910000	Insurance								\$175.84	
	940000	Overhead and Profit								\$1,775.97	
	Total	\$19,535.71									
	Comments: The City of Fishers will complete this additional work.										
	Additional concrete sidewalks, concrete pavement, handrails										
	Not including asphalt costs, attempting to complete without demo and replacement of asphalt.										
PCI-005	ESTIMATE: Update foundation to include a frost slab, allowing the building to operate during all seasons.				Rejected	01/23/25	01/23/25				

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed
		030000	Installation of frost wall, 36" deep, 8" thick. Includes excavation for footer, rebar, setting post brackets and 2" rigid insulation.	Flatmade, LLC D	\$51,813.18					
		074600	Alternation to shell building - remove in-ground posts from design, provide post anchors, add shear walls	FBI Buildings,	(\$4,936.00)					
		800035	Additional General Conditions, 2 weeks added to the construction schedule		\$12,317.13					
		910000	Insurance		\$651.14					
		940000	Overhead and Profit		\$6,576.49					
		950000	Contingency at 10%		\$5,919.43					
			Total		\$72,341.37					
		Comments: Estimated costs do not consider design fees for updated drawings, permit amendment(s), or delays resulting from the design change.								
PCI-006	OCO-003	Additional electrical work to provide power to sanitary grinder (provided by DayStar).				Approved	02/07/25	02/20/25	02/28/25	
		260000	Install new conduit and wire for grinder pump and controller; add 30A circuit breaker, build rack to mount controller and disconnect.	Bobbitt Electri	\$1,832.00					
		910000	Insurance		\$18.32					
		940000	Overhead and Profit		\$185.03					
			Total		\$2,035.35					
PCI-007	OCO-003	Provide and install 2" insulation board along perimeter of concrete slab.				Approved	02/13/25	02/20/25	02/28/25	
		030000	Provide 2" rigid insulation along perimeter of building slab.	Flatmade, LLC D	\$9,723.50					
		910000	Insurance		\$97.24					
		940000	Overhead and Profit		\$982.07					
			Total		\$10,802.81					
PCI-008	OCO-003	Unforeseen Soil Conditions - Sandstone encountered during building pad excavation				Approved	02/14/25	02/26/25	02/28/25	
		074600	Shell Building - additional equipment and time to dig footers (through 2/19)	FBI Buildings,	\$4,305.00					
		220000	Plumbing - heavy equipment to break and excavate for underground water and sanitary - Does not include spoil removal	Duty Calls Plum	\$14,300.00					
		910000	Insurance		\$186.05					
		940000	Overhead and Profit		\$1,879.11					
			Total		\$20,670.16					
PCI-009		Raise Building Pad 6"				Rejected	02/20/25			
		030000	Changes to ADA route	Flatmade, LLC D	\$0.00					
			Total		\$0.00					
		Comments: The City of Fishers will complete the additional site work.								



CHANGE ORDER LOG

City of Fishers
2024118 - City of Fishers - Agripark Building
March 17, 2025

CI#	Owner CO#	Description	Vendor	Cost	Status	Date Added	Date PCI Sent	Date PCI Signed	Date OCO Sent	Date OCO Signed
PCI-010	RFI 01 - Change to Dimensions for Drywall Application				Pending - Proceeding	03/04/25				
	074600	Reframe (3) Doors	FBI Buildings,	\$560.00						
	910000	Insurance		\$5.60						
	940000	Overhead and Profit		\$56.56						
	Total			\$622.16						
PCI-011	RFI 02 - Change Plumbing Piping Material to PEX				Approved	03/04/25				
	220000	NO COST - Provide PEX piping, running underground, in lieu of overhead copper.	Duty Calls Plum	\$0.00						
	Total			\$0.00						
	Comments: No Cost Change, material cost reduction offsets additional labor to install underslab. Building is no longer going to be winterized so plumbing could not be installed overhead.									
PCI-012	Add swale to E of building, between existing building and new building, to route water away from the new building pad.				Pre-Pending	03/06/25				
	310000	VERBAL - Add swale to E of building, between existing building and new building, to route water away from the new building pad. Includes excavation, grade, seed and blanket.	Eubank Brothers	\$10,000.00						
	910000	Insurance		\$100.00						
	940000	Overhead and Profit		\$1,010.00						
	Total			\$11,110.00						
PCI-013	Unforeseen Soil Conditions - Sandstone encountered porch footing excavations				Pending - Proceeding	03/06/25				
	074600	Sandstone encountered porch footing excavations (after 3/10/25)	FBI Buildings,	\$0.00						
	074600	Sandstone encountered porch footing excavations (thru 3/10/25)	FBI Buildings,	\$1,609.50						
	Total			\$1,609.50						
PCI-014	Upsize sidewalk under porch areas to 9' from 8' to encase porch columns and extend to roof line.				Rejected	03/13/25				
	030000	Increase porch sidewalk width 1'	Flatmade, LLC D	\$2,573.00						
	910000	Insurance		\$25.73						
	940000	Overhead and Profit		\$259.87						
	Total			\$2,858.60						
Comments: Verbally declined, 3/17. Will complete with city concrete crews.										

CONTINGENCY SUMMARY

Contingency Budget	\$0.00
Approved Owner Change Orders	\$0.00
Pending Change Orders	\$0.00
Pre-Pending Change Orders	\$0.00
PROJECTED CONTINGENCY BALANCE	\$0.00

BUDGET SUMMARY

Construction Budget with Contingency	\$847,703.00
Approved Owner Change Orders	\$93,367.30
Pending Change Orders	\$2,231.66
Pre-Pending Change Orders	\$11,110.00
PROJECTED CONSTRUCTION BUDGET	\$954,411.96



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/25	RESOLUTION NO.	R032525J
TITLE OF AGENDA ITEM	Request to accept Dedication of Eyebrows- Avalon		
PRESENTER/DEPARTMENT	Rich Bassett - Engineering Department		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	The City of Fishers Board of Public Works and Safety adopted a policy (R101023E) in 2023 providing a pathway for dedication of certain private roadways within residential neighborhoods referred to as "Eyebrows". Avalon neighborhood has followed the proper requirements laid out in that policy. This request is to accept the dedication of eyebrows within the Avalon neighborhood.		
EXPENDITURE \$	0		
BUDGETED \$	0		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☒ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☐ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.		☐ Document will be recorded by another party. Name of person or entity recording the document: _____
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		n/a n/a n/a

RESOLUTION NO. R032525J

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CITY OF
FISHERS ACCEPTING DEDICATION OF PRIVATE ROADS (EYEBROWS)**

The Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana meeting in regular session and being duly advised hereby accepts dedication of certain real property dedicated from Avalon Master Association Inc. as described and depicted in the Dedication of Public Right of Way that is attached hereto and incorporated herein.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March, 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____

Kari Adriano, Board Clerk



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

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

Cross Reference: Instrument Nos:

2011037118

2013066925

2014051564

2005047196

Parcel Nos.: 13-11-25-00-14-033.000

13-11-25-00-20-031.000

13-11-25-00-22-035.000

13-11-25-00-08-096.000

**DEDICATION OF PUBLIC RIGHT-OF-WAY
(EYEBROWS)**

Avalon Master Association, Inc., an Indiana Nonprofit Corporation ("HOA"), and owner of certain real property generally located at:

0 Avalon Blvd., Fishers, Indiana and identified as Parcel No. 13-11-25-00-08-096.000, generally described as Avalon of Fishers, Section 3, Common Area #36 and more fully described and depicted in Exhibit A, attached hereto and incorporated herein,

0 Bagham Drive, Fishers, Indiana and identified as Parcel No. 13-11-25-00-14-033.000, generally described as Avalon of Fishers, Section 6B, Common Area A and more fully described in Exhibit B, attached hereto and incorporated herein;

0 Excalibur Way, Fishers, Indiana and identified as Parcel No. 13-11-25-00-20-031.000, generally described as Avalon of Fishers, Section 5B, Common Area B and more fully described in Exhibit B, attached hereto and incorporated herein;

0 Shakespeare Way, Fishers, Indiana and identified as Parcel No. 13-11-25-00-22-035.000, generally described as Avalon of Fishers, section 7C, Common Area 65 and more fully described in Exhibit B, attached hereto and incorporated herein; and

(collectively the "Real Estate"), hereby dedicates and conveys the portion of the Real Estate specifically described and depicted in Exhibits A&B attached hereto and incorporated herein to the City of Fishers, Hamilton County, Indiana, for use as public right-of-way.

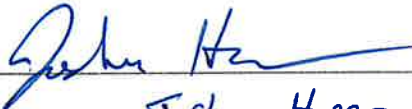
HOA, its successors and assigns shall be responsible for the maintenance of all

landscaping, lighting, irrigation, mowing, weed control, etc., located within the areas described in **Exhibits A** in the islands within the eyebrows. It will be at the cost of the HOA to relocate all landscaping, lighting, irrigation, etc., as needed for future road improvements.

This conveyance is not subject to the payment of Indiana Corporate Gross Income Tax.

IN WITNESS WHEREOF, the undersigned, as the authorized representative of Avalon Master Association, Inc., with full authority to do so, executes this Dedication Of Public Right-Of-Way this 10 day of March, 2025.

Avalon Master Association, Inc.

By: 
Printed Name: Joshua Huser
Its: President

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said State and County, personally appeared Joshua Huser, the president of Avalon Master Association, Inc. and acknowledged the execution of the same on the date aforesaid to be his or her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.



By: Rocio Garcia Kirby, 2025.

Notary Public

Rocio Garcia Kirby
Printed Name

My Commission Expires: 11/23/29

My County of Residence: Marion

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

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

EXHIBIT "A"
Private Residential Road Dedication Exhibit for
Part of Avalon of Fishers, Section 3, Common Area #36
Prepared for: Omni Management Services

DEDICATION DESCRIPTION

A part of Common Area #36 in Avalon of Fishers, Section Three, a subdivision in the Town of Fishers, Hamilton County, Indiana, the plat of which is recorded as Instrument Number 200500047196 or Plat Cabinet 3, Slide 677 in the Office of the Recorder of Hamilton County, Indiana. This description prepared by: William A. Neumeier, Indiana LS 22300018, working for Stoeppelwerth and Associates, Inc. as part of Project 112501, being more particularly described as follows:

Beginning at the Southwest corner of said Common Area, being a point on a curve concave Northwesterly, the radius point of which bears North 31 degrees 21 minutes 25 seconds West, a distance of 425.00 feet; thence northeasterly along said curve, being the southeasterly extents of Avalon Boulevard per said plat, an arc length of 74.00 feet to a point on the back of a 5-foot wide concrete sidewalk, said point bearing South 41 degrees 19 minutes 57 seconds East a distance of 425.00 feet from said radius point, said point also being on a non-tangent curve concave easterly, the radius point of which bears South 69 degrees 59 minutes 32 seconds East, a distance of 13.87 feet from said point; thence along said back of sidewalk the following five courses; (1) southerly along said curve, an arc length of 8.09 feet to a point on said curve, said point being South 76 degrees 35 minutes 48 seconds West, a distance of 13.87 feet from the radius point of said curve, said point also being on a non-tangent curve concave northeasterly, the radius point of which bears North 60 degrees 46 minutes 34 seconds East, a distance of 47.36 feet from said point; (2) southeasterly along said curve, an arc length of 21.40 feet to a point on said curve, said point being South 34 degrees 53 minutes 03 seconds West, a distance of 47.36 feet from the radius point of said curve to a point on a non-tangent curve concave northwesterly, the radius point of which bears North 31 degrees 19 minutes 28 seconds East, a distance of 76.64 feet from said point; (3) northeasterly along said curve, an arc length of 224.06 feet to a point on said curve, said point being North 43 degrees 48 minutes 57 seconds East, a distance of 76.64 feet from the radius point of said curve; (4) North 52 degrees 57 minutes 18 seconds West, a distance of 14.09 feet to a point on a non-tangent curve concave southerly, the radius point of which bears South 19 degrees 56 minutes 19 seconds West, a distance of 10.43 feet from said point; (5) westerly along said curve, an arc length of 9.75 feet to a point on the aforementioned southeasterly extents of Avalon Boulevard, said point being North 33 degrees 39 minutes 38 seconds West, a distance of 10.43 feet from the radius point of said curve, said point also being on the aforementioned non-tangent curve concave northwesterly, the radius point of which bears North 59 degrees 39 minutes 37 seconds West, a distance of 425.00 feet from said point; thence northeasterly along said southeasterly extents of Avalon Boulevard, an arc length of 72.17 feet to the North corner of said Common Area, said corner being South 69 degrees 23 minutes 23 seconds East, a distance of 425.00 feet from the radius point of said curve, said corner also being on a non-tangent curve concave easterly, the radius point of which bears South 69 degrees 23 minutes 23 seconds East, a distance of 20.00 feet from said point; thence leaving said extents of Avalon Boulevard and along the boundary of said Common Area the following five courses; (1) southeasterly along said curve, an arc length of 24.78 feet to a point on said curve, said point being South 39 degrees 37 minutes 39 seconds West, a distance of 20.00 feet from the radius point of said curve; (2) tangent with said curve South 50 degrees 22 minutes 21 seconds East, a distance of 13.72 feet to a point on a curve concave southwesterly, the radius point of which bears South 39 degrees 37 minutes 39 seconds West, a distance of 125.00 feet from said point; (3) southeasterly along said curve, an arc length of 392.69 feet to a point on said curve, said point being South 39 degrees 37 minutes 25 seconds West, a distance of 125.00 feet from the radius point of said curve; (4) North 50 degrees 22 minutes 03 seconds West, a distance of 13.72 feet to a point on a curve concave southerly, the radius point of which bears South 39 degrees 37 minutes 57 seconds West, a distance of 20.00 feet from said point; (5) westerly along said curve, an arc length of 24.78 feet to the Point of Beginning, said point being North 31 degrees 21 minutes 25 seconds West, a distance of 20.00 feet from the radius point of said curve, containing 0.404 acres, more or less.

THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACEMENT OR ORIGINAL
BOUNDARY SURVEY, A ROUTE SURVEY OR A
SURVEYOR LOCATION REPORT.



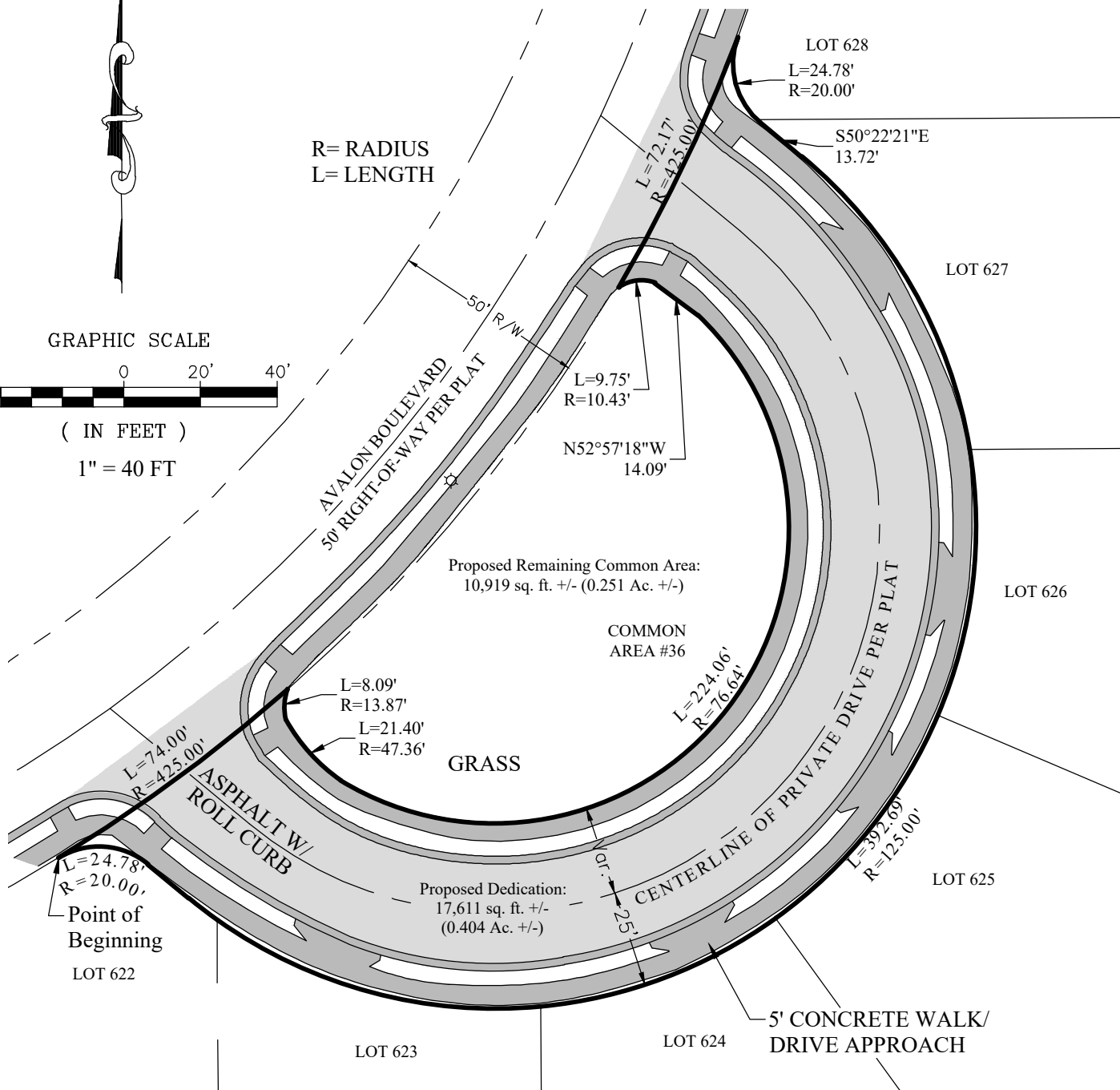
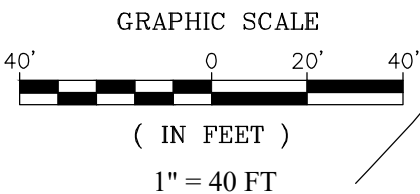
S T O E P P E L W E R T H

A L W A Y S O N

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

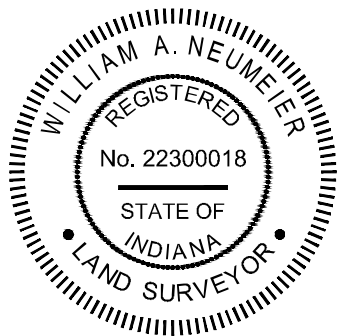
JOB NO. 112501	PAGE 1 OF 2 SHEETS
DRAWN BY: WAN	
CHECKED BY: BES	
DATE DRAWN: 09/25/2024	
FIELDWORK DATE: 09/13/2024	

EXHIBIT "A"
Private Residential Road Dedication Exhibit for
Part of Avalon of Fishers, Section 3, Common Area #36
Prepared for: Omni Management Services



AVALON OF FISHERS
SECTION THREE
INST. #200500047196
P.C.: 3, SLIDE: 677

William A. Neumeier
William A. Neumeier
Professional Land Surveyor
Indiana No.: 22300018
Certified: September 25th, 2024



THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACEMENT OR ORIGINAL
BOUNDARY SURVEY, A ROUTE SURVEY OR A
SURVEYOR LOCATION REPORT.



S T O E P P E L W E R T H

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 112501

DRAWN BY: WAN

CHECKED BY: BES

DATE DRAWN: 09/25/2024

FIELDWORK DATE: 09/13/2024

PAGE

2

OF 2 SHEETS

Exhibit B
Avalon Master Association

Residential Private Eyebrow Dedication to the City of Fishers

Bagham Drive – Parcel # 13-11-25-00-14-033.000

Legal Description:

Common Area "A" in Avalon of Fishers, Section 6B, as per the Secondary Plat thereof, recorded in Plat Cabinet 4, Slide 700, as Instrument No. 2011037118 in the Office of the Recorder, Hamilton County, Indiana, said subdivision located in the Northwest Quarter and Southwest Quarter of Section 25, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana.

Excalibur Way – Parcel # 13-11-25-00-20-031.000

Legal Description:

Common Area "B" in Avalon of Fishers, Section 5B, as per the Secondary Plat thereof, recorded in Plat Cabinet 5, Slide 153, as Instrument No. 2013066925 in the Office of the Recorder, Hamilton County, Indiana, said subdivision located in the Northeast Quarter and the Northwest Quarter of Section 25, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana.

Shakespeare Way - Parcel # 13-11-25-00-22-035.000

Legal Description:

Common Area 65 in Avalon of Fishers, Section 7C, as per the Secondary Plat thereof, recorded in Plat Cabinet 5, Slide 270, as Instrument No. 2014051564 in the Office of the Recorder, Hamilton County, Indiana, said subdivision located in the Southeast Quarter of Section 25, Township 18 North, Range 5 East, and a part of the Southwest Quarter of Section 30, Township 18 North, Range 6 East, all in Hamilton County, Indiana.

RESOLUTION NO. R032525J

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CITY OF
FISHERS ACCEPTING DEDICATION OF PRIVATE ROADS (EYEBROWS)**

The Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana meeting in regular session and being duly advised hereby accepts dedication of certain real property dedicated from Avalon Master Association Inc. as described and depicted in the Dedication of Public Right of Way that is attached hereto and incorporated herein.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March, 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST:



Kari Adriano, Board Clerk

DATE:

3/25/25



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

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

Cross Reference: Instrument Nos:

2011037118

2013066925

2014051564

2005047196

Parcel Nos.: 13-11-25-00-14-033.000

13-11-25-00-20-031.000

13-11-25-00-22-035.000

13-11-25-00-08-096.000

**DEDICATION OF PUBLIC RIGHT-OF-WAY
(EYEBROWS)**

Avalon Master Association, Inc., an Indiana Nonprofit Corporation ("HOA"), and owner of certain real property generally located at:

0 Avalon Blvd., Fishers, Indiana and identified as Parcel No. 13-11-25-00-08-096.000, generally described as Avalon of Fishers, Section 3, Common Area #36 and more fully described and depicted in Exhibit A, attached hereto and incorporated herein,

0 Bagham Drive, Fishers, Indiana and identified as Parcel No. 13-11-25-00-14-033.000, generally described as Avalon of Fishers, Section 6B, Common Area A and more fully described in Exhibit B, attached hereto and incorporated herein;

0 Excalibur Way, Fishers, Indiana and identified as Parcel No. 13-11-25-00-20-031.000, generally described as Avalon of Fishers, Section 5B, Common Area B and more fully described in Exhibit B, attached hereto and incorporated herein;

0 Shakespeare Way, Fishers, Indiana and identified as Parcel No. 13-11-25-00-22-035.000, generally described as Avalon of Fishers, section 7C, Common Area 65 and more fully described in Exhibit B, attached hereto and incorporated herein; and

(collectively the "Real Estate"), hereby dedicates and conveys the portion of the Real Estate specifically described and depicted in Exhibits A&B attached hereto and incorporated herein to the City of Fishers, Hamilton County, Indiana, for use as public right-of-way.

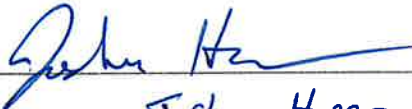
HOA, its successors and assigns shall be responsible for the maintenance of all

landscaping, lighting, irrigation, mowing, weed control, etc., located within the areas described in **Exhibits A** in the islands within the eyebrows. It will be at the cost of the HOA to relocate all landscaping, lighting, irrigation, etc., as needed for future road improvements.

This conveyance is not subject to the payment of Indiana Corporate Gross Income Tax.

IN WITNESS WHEREOF, the undersigned, as the authorized representative of Avalon Master Association, Inc., with full authority to do so, executes this Dedication Of Public Right-Of-Way this 10 day of March, 2025.

Avalon Master Association, Inc.

By: 
Printed Name: Joshua Huser
Its: President

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said State and County, personally appeared Joshua Huser, the president of Avalon Master Association, Inc. and acknowledged the execution of the same on the date aforesaid to be his or her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.



By: Rocio Garcia Kirby, 2025.

Notary Public

Rocio Garcia Kirby
Printed Name

My Commission Expires: 11/23/29

My County of Residence: Marion

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

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

EXHIBIT "A"
Private Residential Road Dedication Exhibit for
Part of Avalon of Fishers, Section 3, Common Area #36
Prepared for: Omni Management Services

DEDICATION DESCRIPTION

A part of Common Area #36 in Avalon of Fishers, Section Three, a subdivision in the Town of Fishers, Hamilton County, Indiana, the plat of which is recorded as Instrument Number 200500047196 or Plat Cabinet 3, Slide 677 in the Office of the Recorder of Hamilton County, Indiana. This description prepared by: William A. Neumeier, Indiana LS 22300018, working for Stoeppelwerth and Associates, Inc. as part of Project 112501, being more particularly described as follows:

Beginning at the Southwest corner of said Common Area, being a point on a curve concave Northwesterly, the radius point of which bears North 31 degrees 21 minutes 25 seconds West, a distance of 425.00 feet; thence northeasterly along said curve, being the southeasterly extents of Avalon Boulevard per said plat, an arc length of 74.00 feet to a point on the back of a 5-foot wide concrete sidewalk, said point bearing South 41 degrees 19 minutes 57 seconds East a distance of 425.00 feet from said radius point, said point also being on a non-tangent curve concave easterly, the radius point of which bears South 69 degrees 59 minutes 32 seconds East, a distance of 13.87 feet from said point; thence along said back of sidewalk the following five courses; (1) southerly along said curve, an arc length of 8.09 feet to a point on said curve, said point being South 76 degrees 35 minutes 48 seconds West, a distance of 13.87 feet from the radius point of said curve, said point also being on a non-tangent curve concave northeasterly, the radius point of which bears North 60 degrees 46 minutes 34 seconds East, a distance of 47.36 feet from said point; (2) southeasterly along said curve, an arc length of 21.40 feet to a point on said curve, said point being South 34 degrees 53 minutes 03 seconds West, a distance of 47.36 feet from the radius point of said curve to a point on a non-tangent curve concave northwesterly, the radius point of which bears North 31 degrees 19 minutes 28 seconds East, a distance of 76.64 feet from said point; (3) northeasterly along said curve, an arc length of 224.06 feet to a point on said curve, said point being North 43 degrees 48 minutes 57 seconds East, a distance of 76.64 feet from the radius point of said curve; (4) North 52 degrees 57 minutes 18 seconds West, a distance of 14.09 feet to a point on a non-tangent curve concave southerly, the radius point of which bears South 19 degrees 56 minutes 19 seconds West, a distance of 10.43 feet from said point; (5) westerly along said curve, an arc length of 9.75 feet to a point on the aforementioned southeasterly extents of Avalon Boulevard, said point being North 33 degrees 39 minutes 38 seconds West, a distance of 10.43 feet from the radius point of said curve, said point also being on the aforementioned non-tangent curve concave northwesterly, the radius point of which bears North 59 degrees 39 minutes 37 seconds West, a distance of 425.00 feet from said point; thence northeasterly along said southeasterly extents of Avalon Boulevard, an arc length of 72.17 feet to the North corner of said Common Area, said corner being South 69 degrees 23 minutes 23 seconds East, a distance of 425.00 feet from the radius point of said curve, said corner also being on a non-tangent curve concave easterly, the radius point of which bears South 69 degrees 23 minutes 23 seconds East, a distance of 20.00 feet from said point; thence leaving said extents of Avalon Boulevard and along the boundary of said Common Area the following five courses; (1) southeasterly along said curve, an arc length of 24.78 feet to a point on said curve, said point being South 39 degrees 37 minutes 39 seconds West, a distance of 20.00 feet from the radius point of said curve; (2) tangent with said curve South 50 degrees 22 minutes 21 seconds East, a distance of 13.72 feet to a point on a curve concave southwesterly, the radius point of which bears South 39 degrees 37 minutes 39 seconds West, a distance of 125.00 feet from said point; (3) southeasterly along said curve, an arc length of 392.69 feet to a point on said curve, said point being South 39 degrees 37 minutes 25 seconds West, a distance of 125.00 feet from the radius point of said curve; (4) North 50 degrees 22 minutes 03 seconds West, a distance of 13.72 feet to a point on a curve concave southerly, the radius point of which bears South 39 degrees 37 minutes 57 seconds West, a distance of 20.00 feet from said point; (5) westerly along said curve, an arc length of 24.78 feet to the Point of Beginning, said point being North 31 degrees 21 minutes 25 seconds West, a distance of 20.00 feet from the radius point of said curve, containing 0.404 acres, more or less.

THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACEMENT OR ORIGINAL
BOUNDARY SURVEY, A ROUTE SURVEY OR A
SURVEYOR LOCATION REPORT.



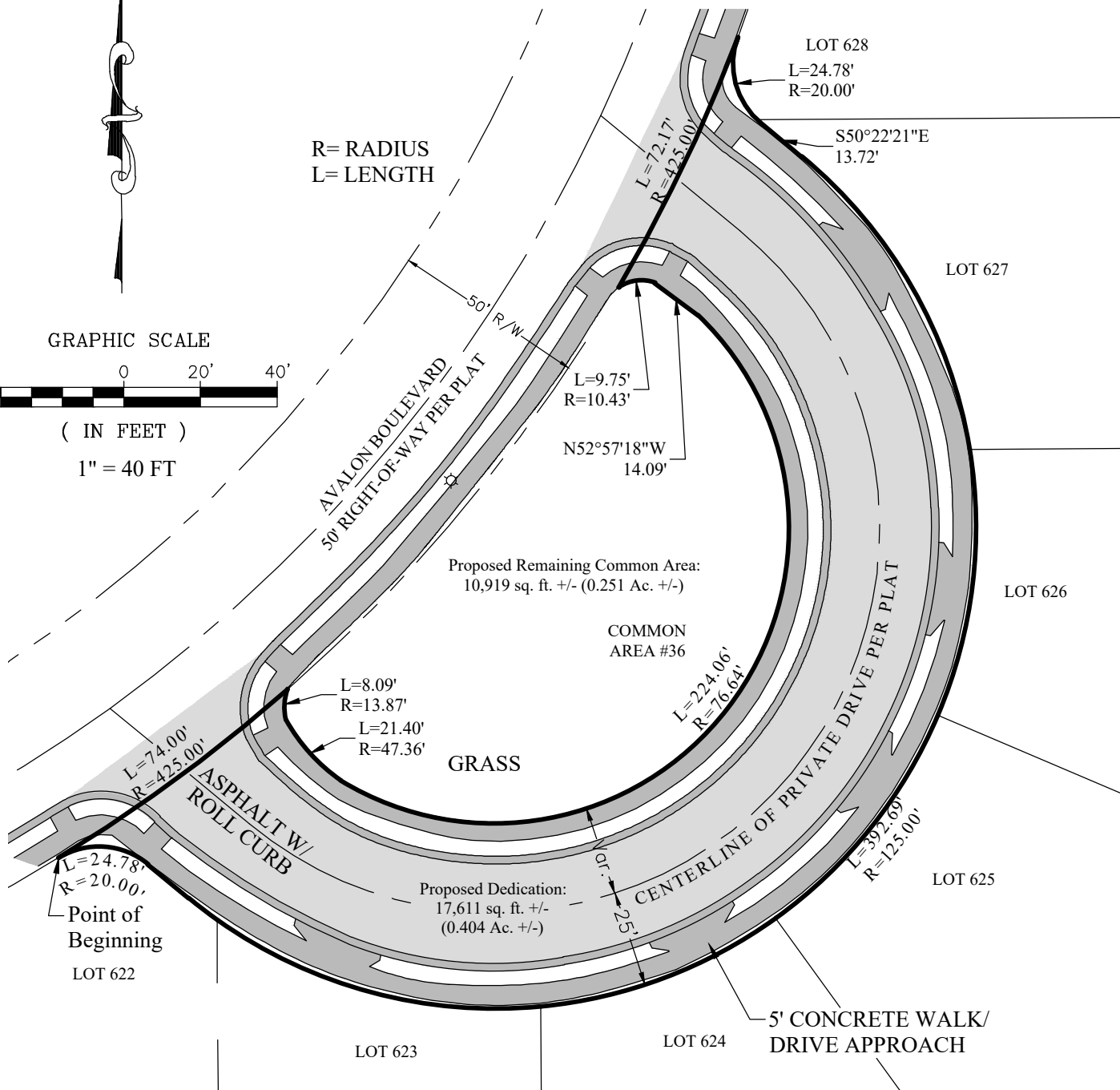
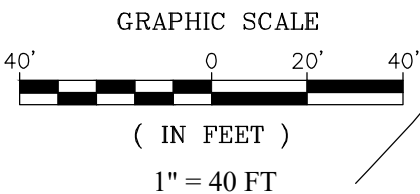
S T O E P P E L W E R T H

A L W A Y S O N

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

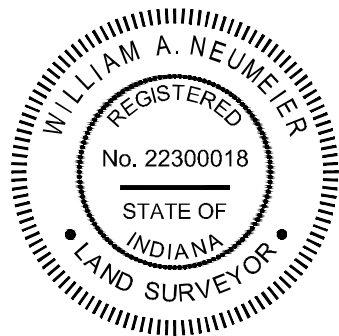
JOB NO. 112501	PAGE 1 OF 2 SHEETS
DRAWN BY: WAN	
CHECKED BY: BES	
DATE DRAWN: 09/25/2024	
FIELDWORK DATE: 09/13/2024	

EXHIBIT "A"
Private Residential Road Dedication Exhibit for
Part of Avalon of Fishers, Section 3, Common Area #36
Prepared for: Omni Management Services

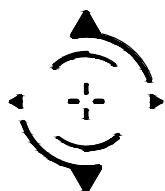


AVALON OF FISHERS
SECTION THREE
INST. #200500047196
P.C.: 3, SLIDE: 677

William A. Neumeier
William A. Neumeier
Professional Land Surveyor
Indiana No.: 22300018
Certified: September 25th, 2024



THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACEMENT OR ORIGINAL
BOUNDARY SURVEY, A ROUTE SURVEY OR A
SURVEYOR LOCATION REPORT.



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 112501

DRAWN BY: WAN

CHECKED BY: BES

DATE DRAWN: 09/25/2024

FIELDWORK DATE: 09/13/2024

PAGE

2

OF 2 SHEETS

Exhibit B
Avalon Master Association

Residential Private Eyebrow Dedication to the City of Fishers

Bagham Drive – Parcel # 13-11-25-00-14-033.000

Legal Description:

Common Area "A" in Avalon of Fishers, Section 6B, as per the Secondary Plat thereof, recorded in Plat Cabinet 4, Slide 700, as Instrument No. 2011037118 in the Office of the Recorder, Hamilton County, Indiana, said subdivision located in the Northwest Quarter and Southwest Quarter of Section 25, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana.

Excalibur Way – Parcel # 13-11-25-00-20-031.000

Legal Description:

Common Area "B" in Avalon of Fishers, Section 5B, as per the Secondary Plat thereof, recorded in Plat Cabinet 5, Slide 153, as Instrument No. 2013066925 in the Office of the Recorder, Hamilton County, Indiana, said subdivision located in the Northeast Quarter and the Northwest Quarter of Section 25, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana.

Shakespeare Way - Parcel # 13-11-25-00-22-035.000

Legal Description:

Common Area 65 in Avalon of Fishers, Section 7C, as per the Secondary Plat thereof, recorded in Plat Cabinet 5, Slide 270, as Instrument No. 2014051564 in the Office of the Recorder, Hamilton County, Indiana, said subdivision located in the Southeast Quarter of Section 25, Township 18 North, Range 5 East, and a part of the Southwest Quarter of Section 30, Township 18 North, Range 6 East, all in Hamilton County, Indiana.



City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	3/25/25	RESOLUTION NO.	R032525K
TITLE OF AGENDA ITEM	Request for Bid Award of Road Resurfacing 25-1 Contract		
PRESENTER/DEPARTMENT	Rich Bassett - Engineering Department		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	25-1 Road resurfacing contract was advertised to receive the lowest most responsive bid. Roadways and neighborhoods are prioritized based on the PASER rating condition of their pavement. Request for Bids was advertised with bids opened on February 28th, 2025. Five bidders submitted Bids on this project and the lowest and most responsive bid was the Bid from Midwest Paving LLC.in the amount of \$2,997,760.71 This will address approximately 11.27 center-lane miles (22.54 lane miles) of roadway. The Engineering Department was successful in its application for the Community Crossing Matching Grant which will cover up to \$1,498,880.34 of this project.		
EXPENDITURE \$	\$2,997,760,71		
BUDGETED \$	\$2,997,760,71		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☒ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☒ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		MVH, LR&S, Wheel Tax City \$1,498,880.36 / CCMG\$1,498,880. Yes

RESOLUTION NO. R032525K

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY AWARDING
ROAD REHABILITATION CONTRACT 25-1**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to rehabilitate existing roadways and upgrade existing curb ramps to ADA standards within sections of: E.106th Street, 106th/USA Roundabout, Cumberland Rd, Hoosier Rd, Sandstone, Summerlin Trails, Sawgrass, and Grey Eagle subdivisions. (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A.

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and received bid responses, which are attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Fishers now desires to award the bid to the lowest responsible and responsive bidder and enter into an agreement for the Project (“Agreement”), which is attached hereto and incorporated herein as Exhibit C.

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

- Section 1.** The Board hereby awards the Base bid for the Project to Midwest Paving LLC., which is more particularly described in Exhibit B, attached hereto and incorporated herein.
- Section 2.** The Board hereby approves the Agreement in substantially similar form as Exhibit C, attached hereto and incorporated herein.
- Section 3.** The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their intent.
- Section 4.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 25-1

WORK: Asphalt Road Resurfacing, ADA curb ramp reconstruction & Miscellaneous paving work in Sawgrass, E. 106Th St., 106th/USA RAB, Sandstone, Grey Eagle, Summerlin Trails, Hoosier Rd, and Cumberland Rd.

DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038



106th St & Lantern Rd RAB

Legend
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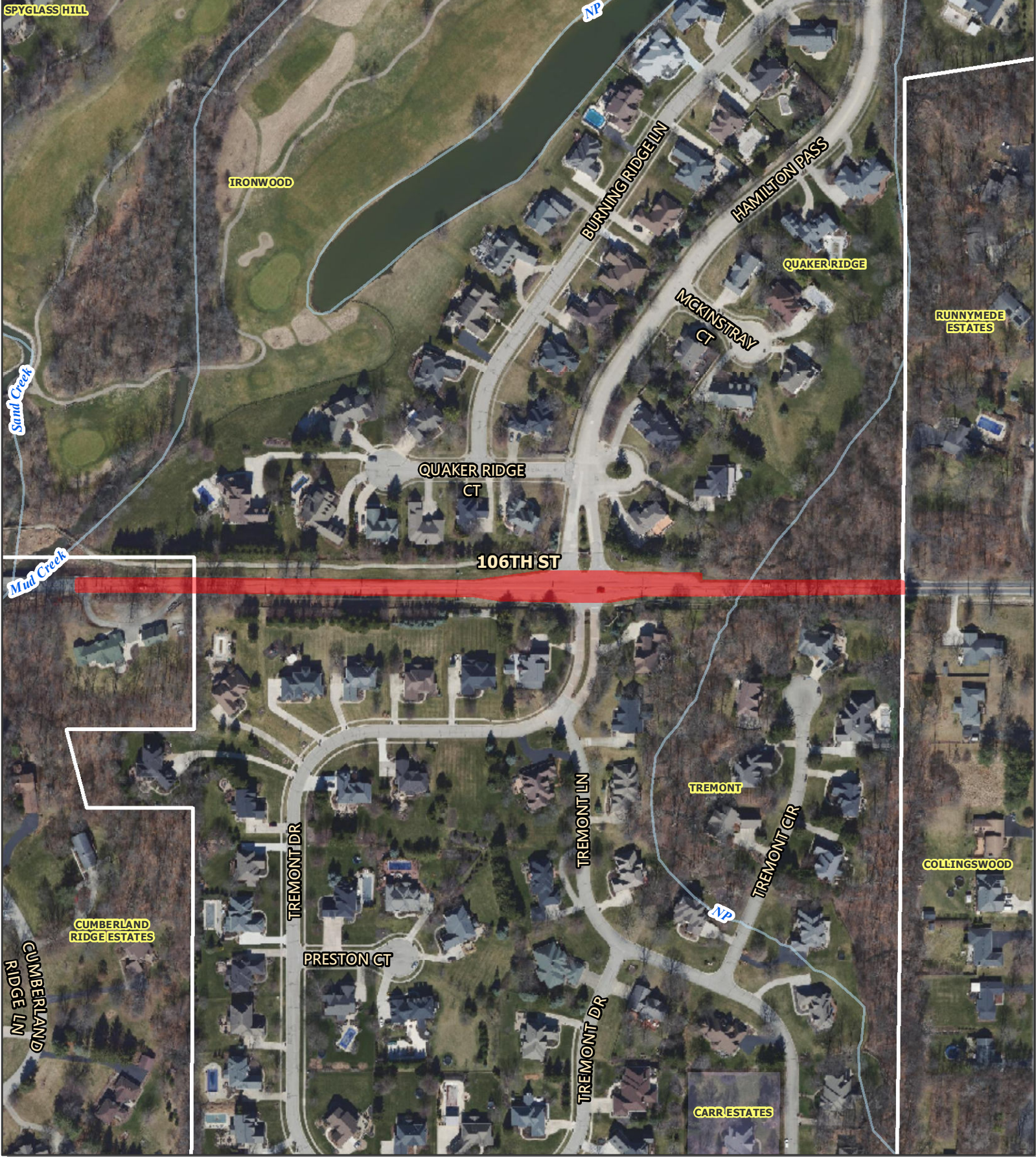


FISHERS
EST. 1872



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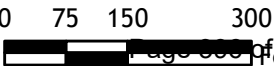
Page 000 of 639

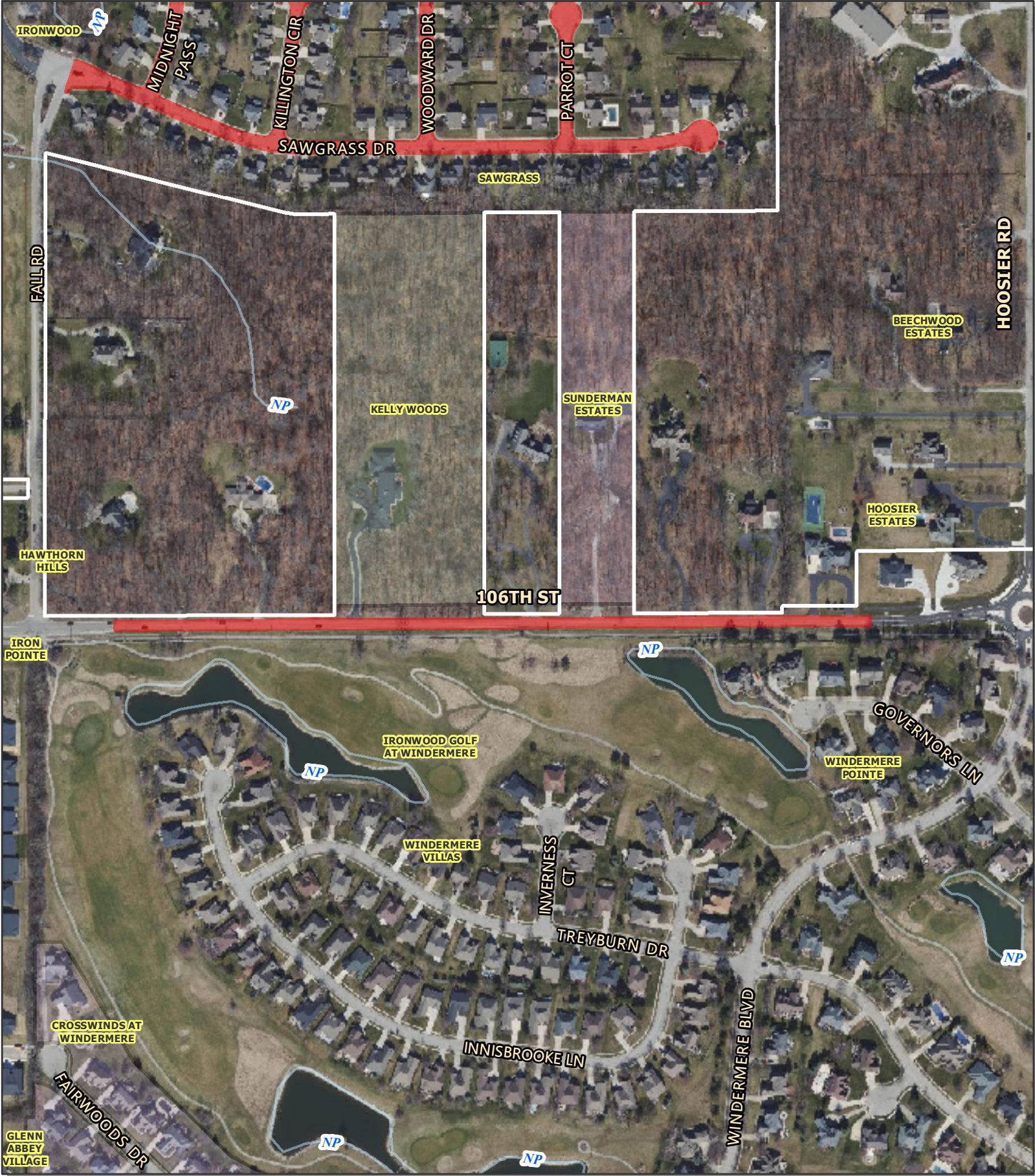


Legend
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106th St

Mud Creek to County Line - Approx 1600'





Legend

Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

Fall Rd to Hoosier Rd

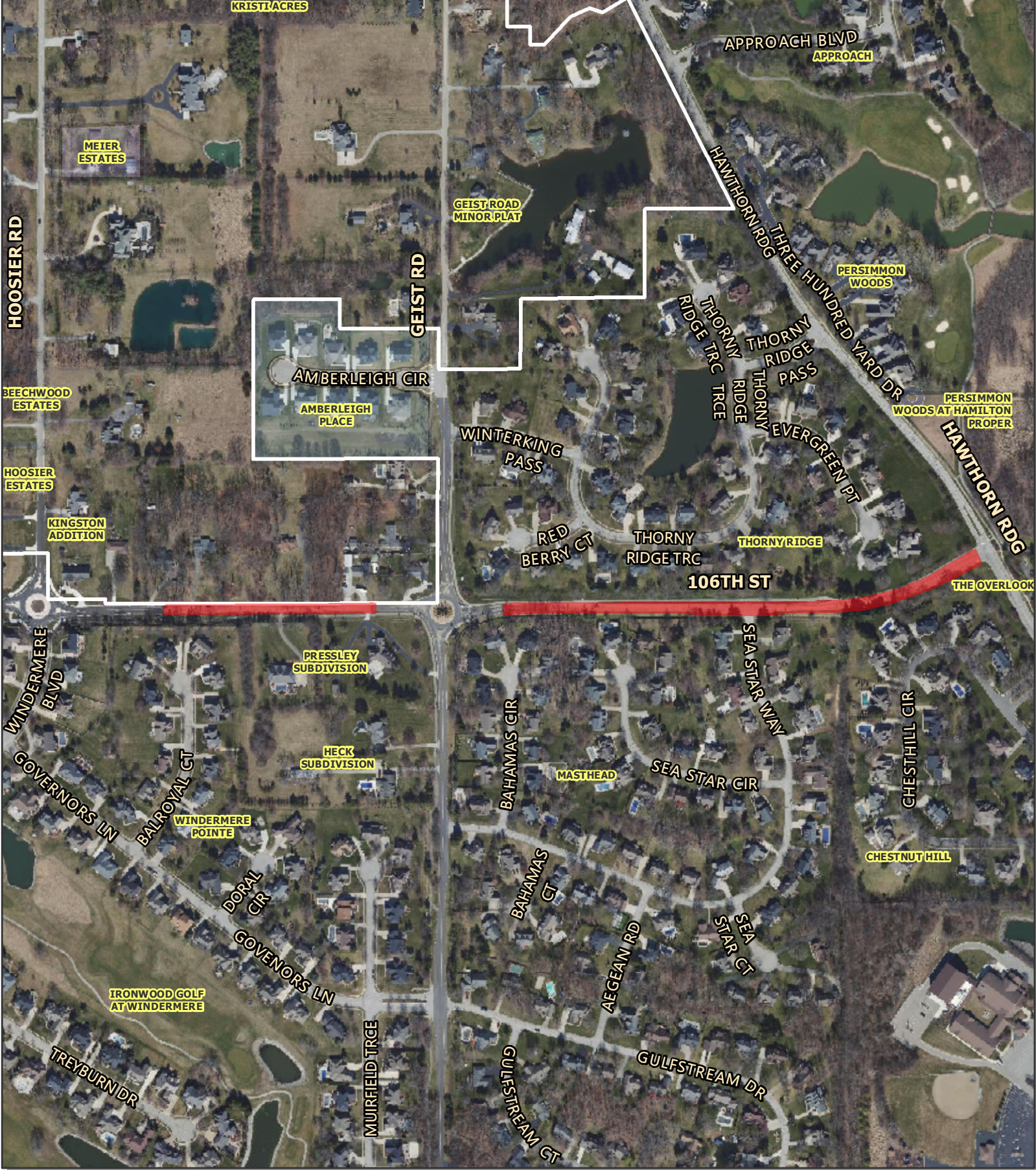


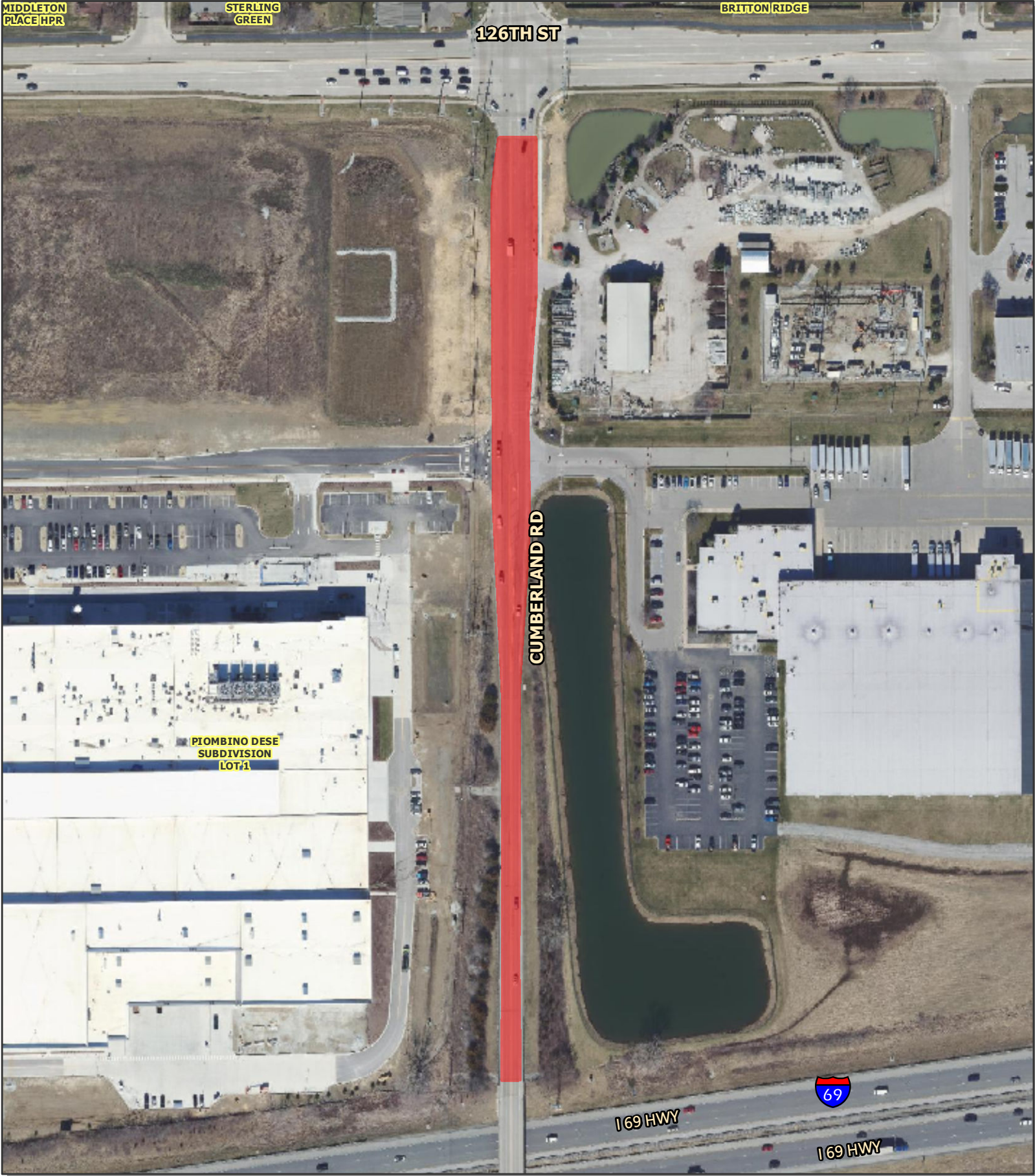
FISHERS
EST. 1872

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Feet

Set 2 of 3: 106th St





Legend
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Cumberland Rd

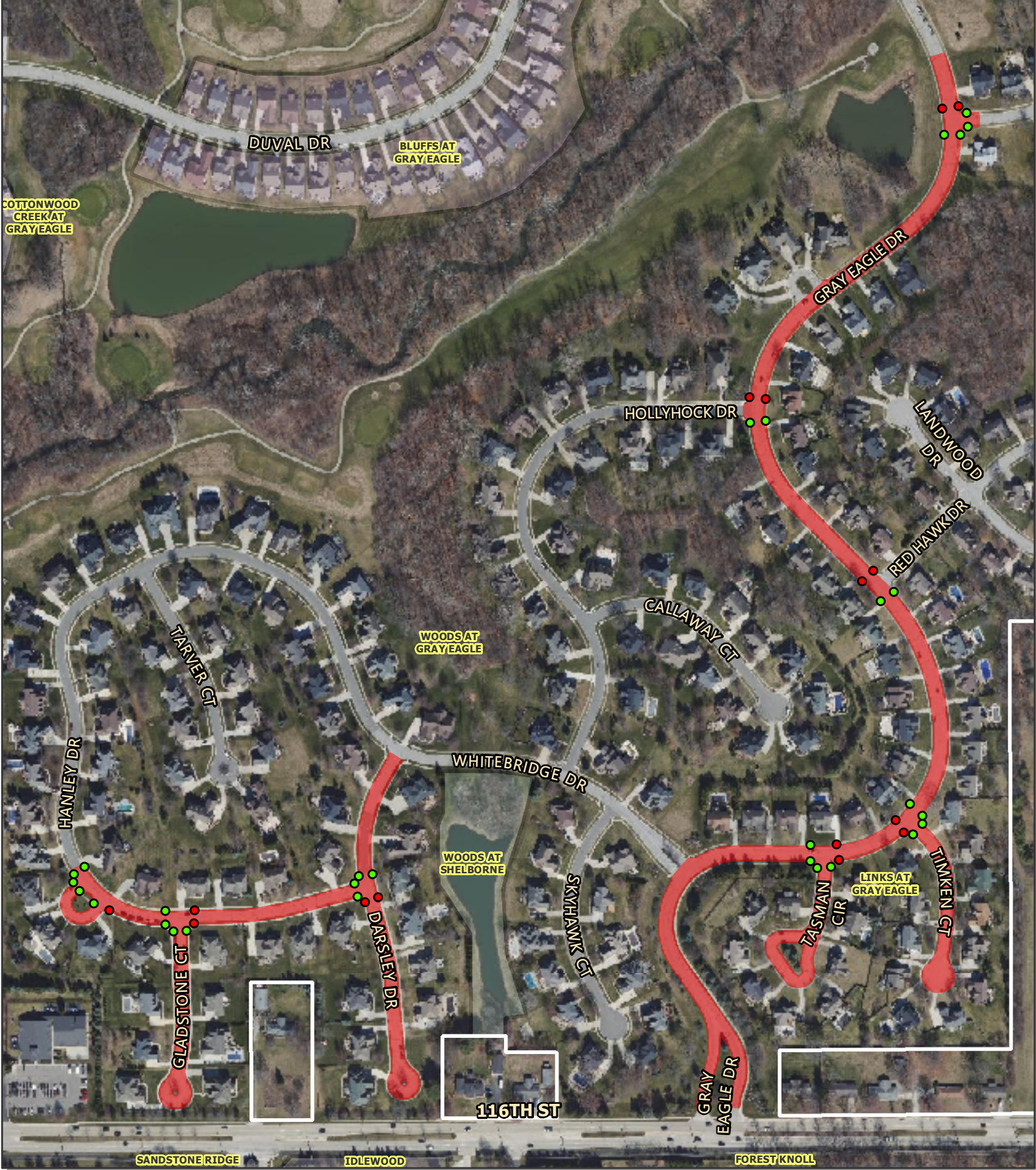
I-69 to 126th St



FISHERS
EST. 1872



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Feet



Legend

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- ADA Ramp Removal (15)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle

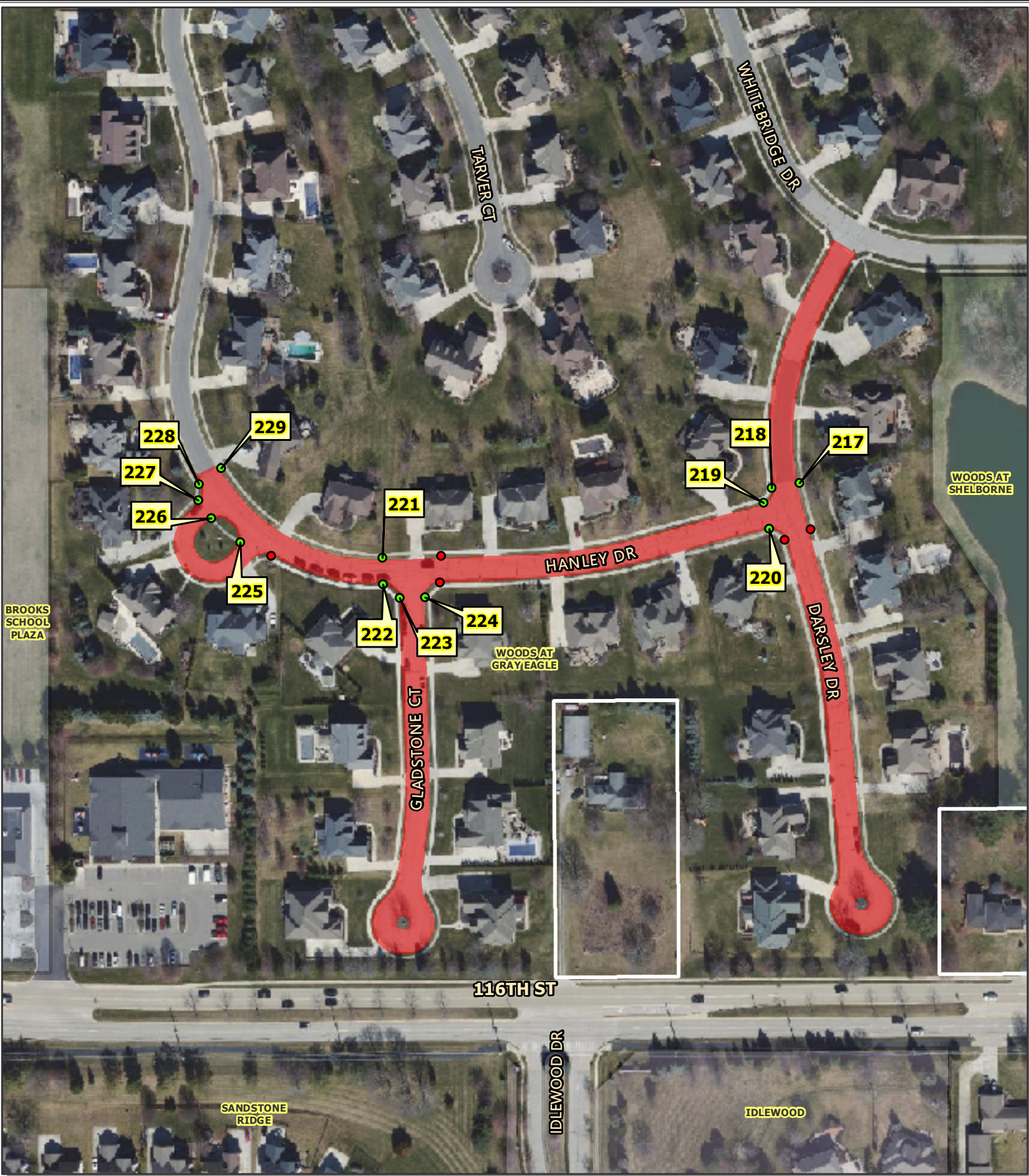
Overview



FISHERS
EST. 1872

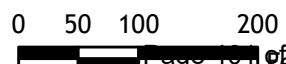
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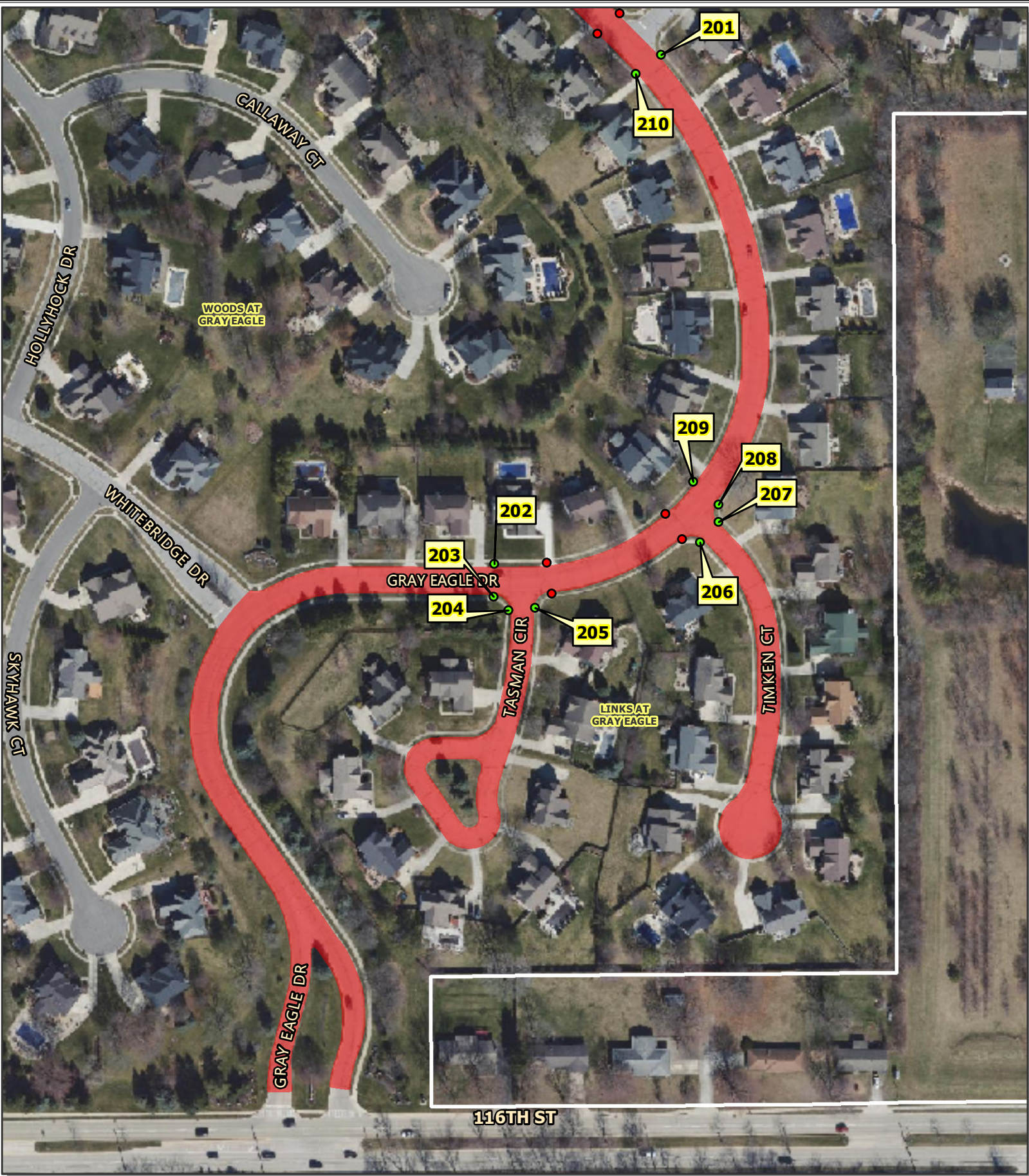
Set 1 of 4: Gray Eagle



- Legend**
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 - ADA Ramp Removal (5)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle





- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200

Page 102 of 639



- Legend**
- ADA Ramp Reconstruction (7)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200

Page 100 of 639



Legend

- ADA Ramp Reconstruction (69)
- ADA Ramp Removal (13)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd

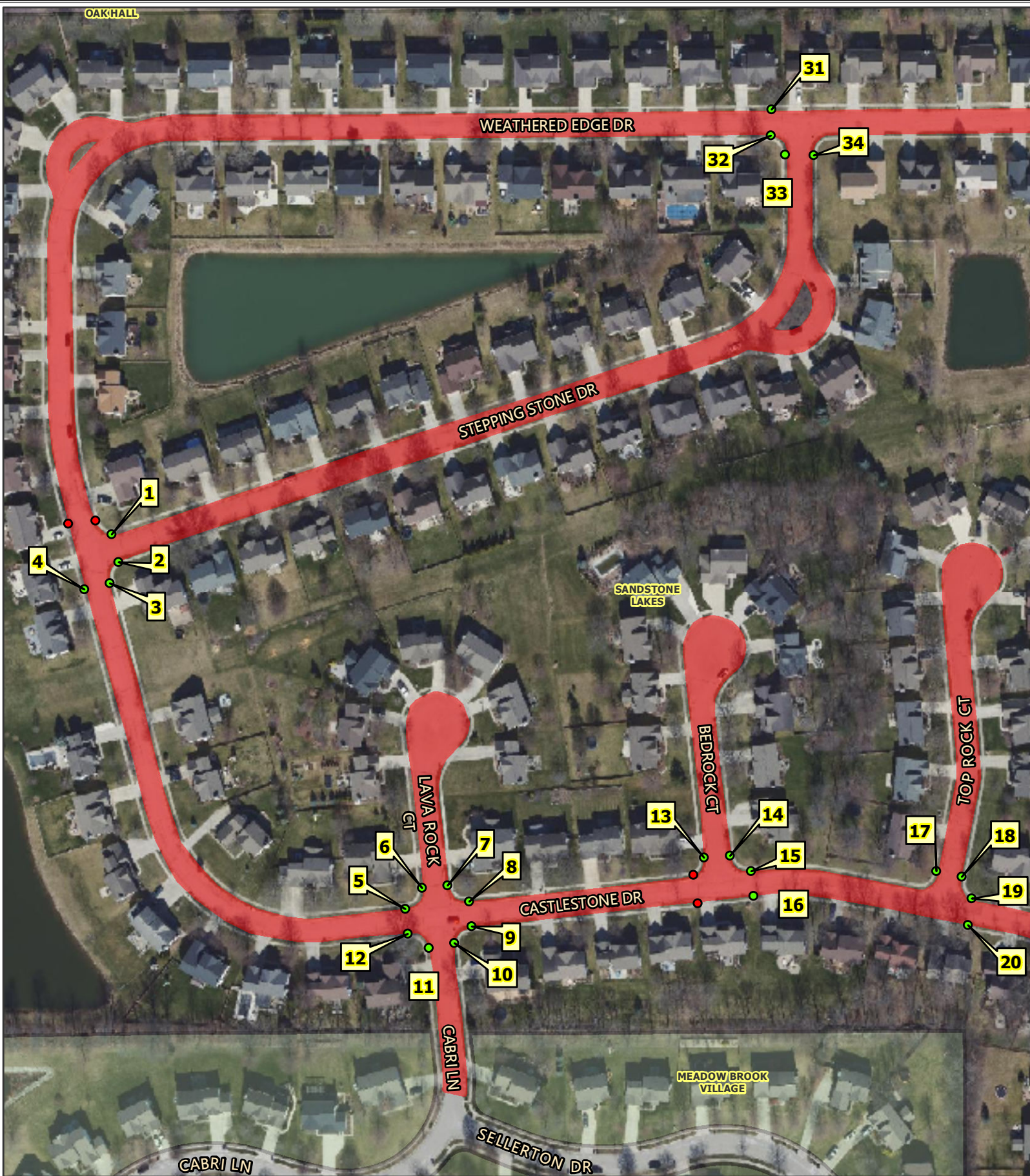
Set 1 of 6: Sandstone & Hamble Blvd

Overview

FISHERS
EST. 1872

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Feet

Page 1 of 6



Legend

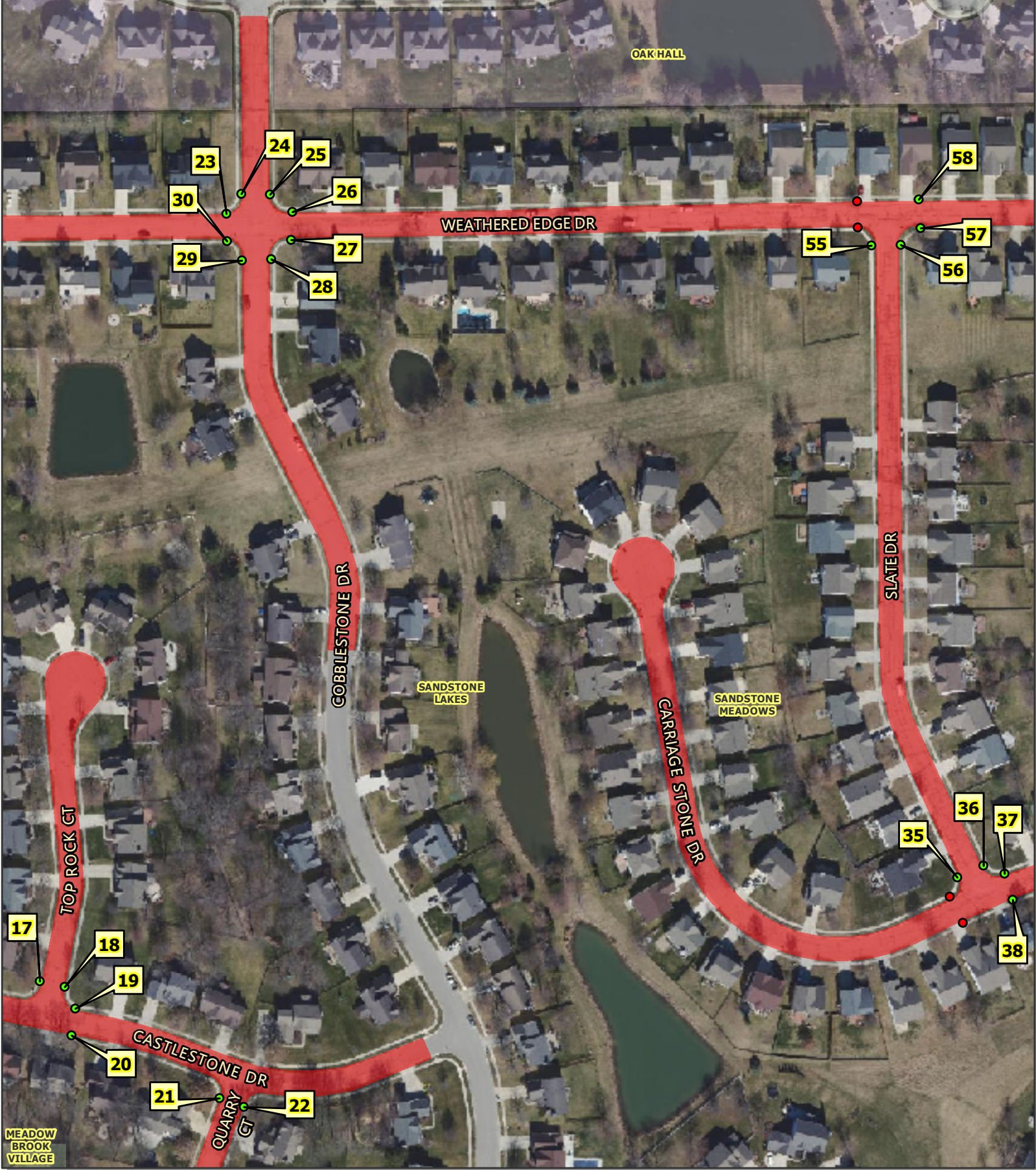
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- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



0 50 100 200

Page 100 of 639



Legend

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- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



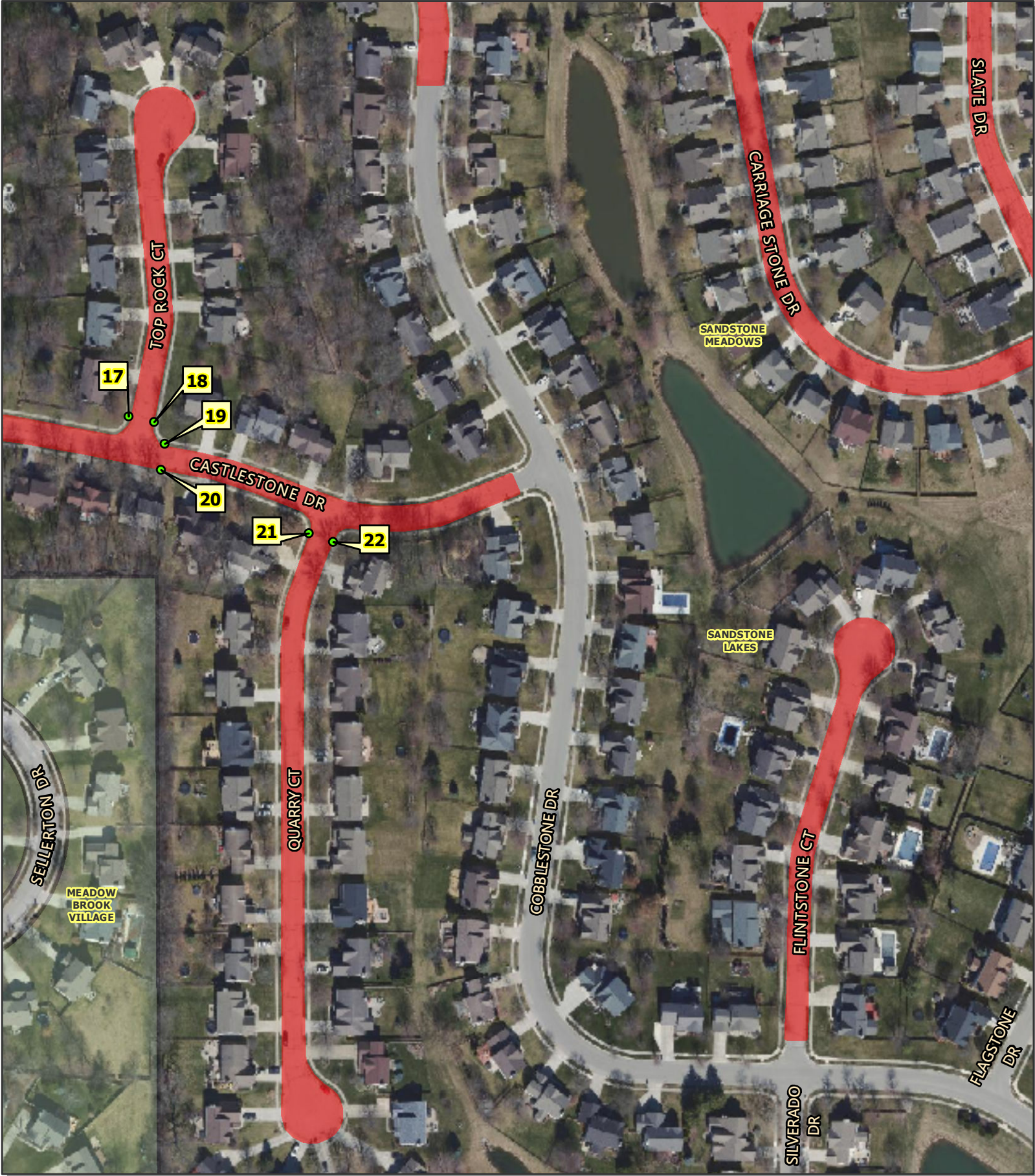
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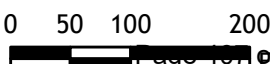
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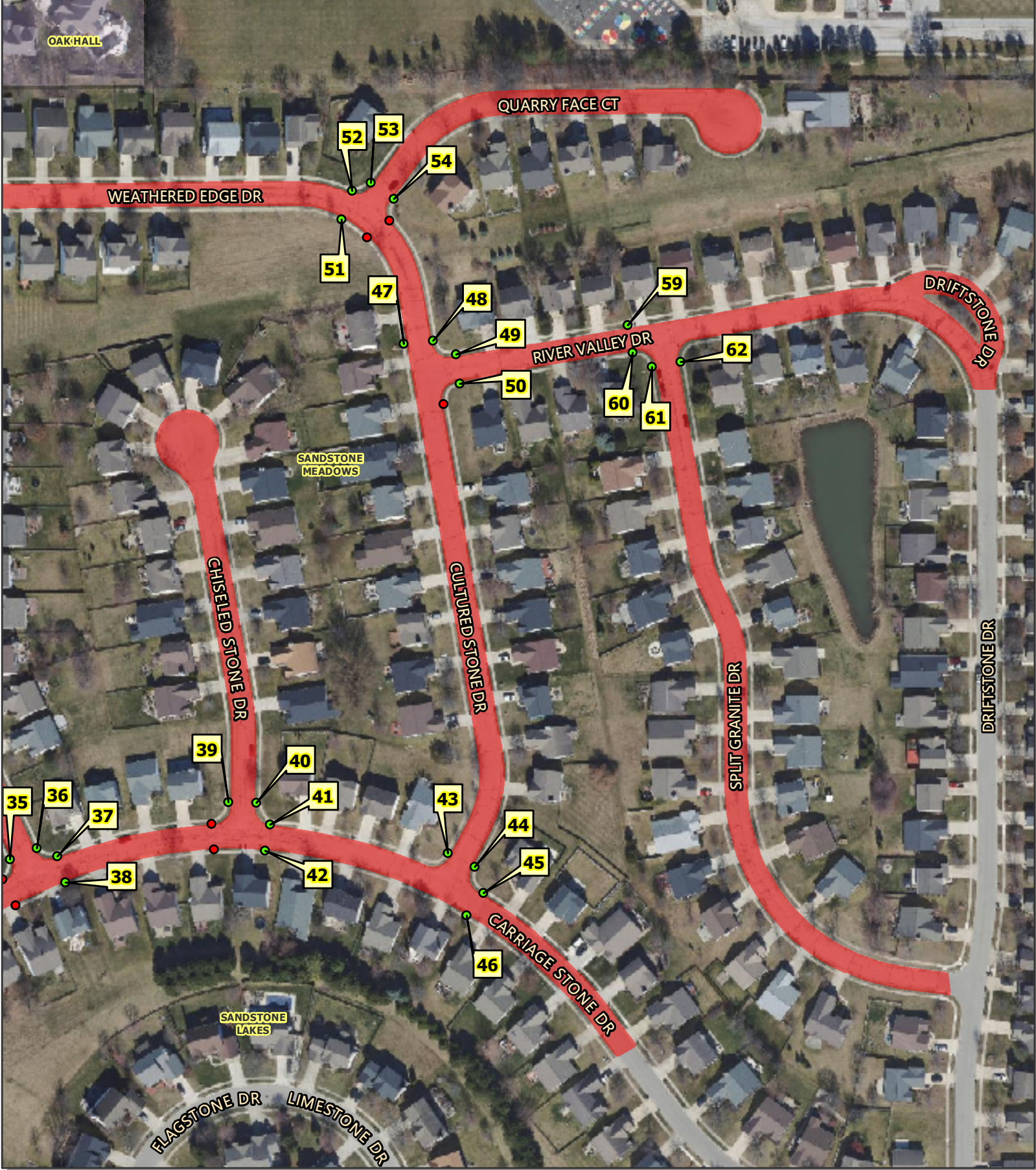
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Sandstone & Hamble Blvd



0 50 100 200
feet

Page 101 of 639



Legend

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- ADA Ramp Removal (7)
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Sandstone & Hamble Blvd

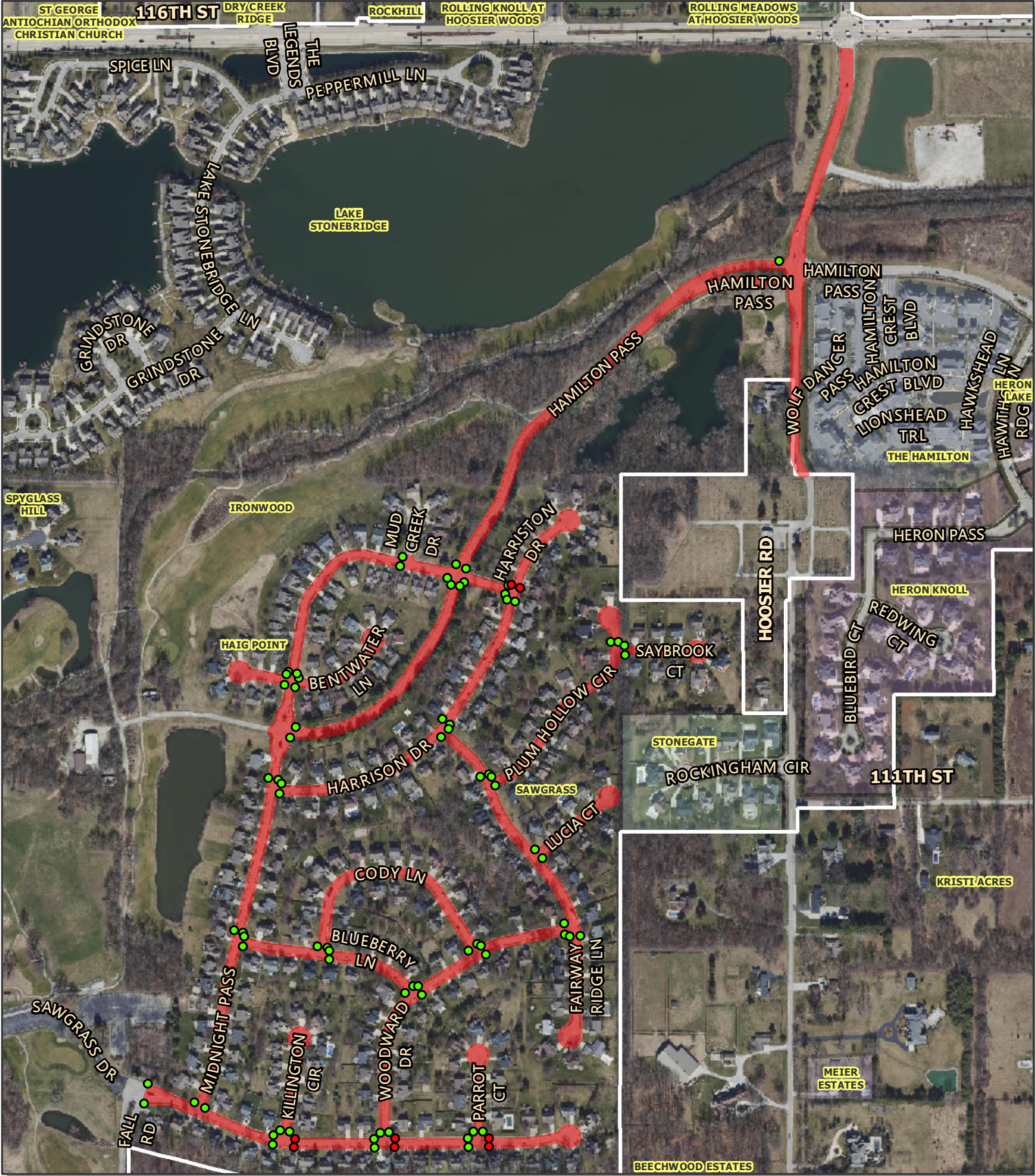
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Feet

Set 5 of 6: Sandstone & Hamble Blvd

Page 100 of 639



Legend

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Sawgrass & Hoosier Rd

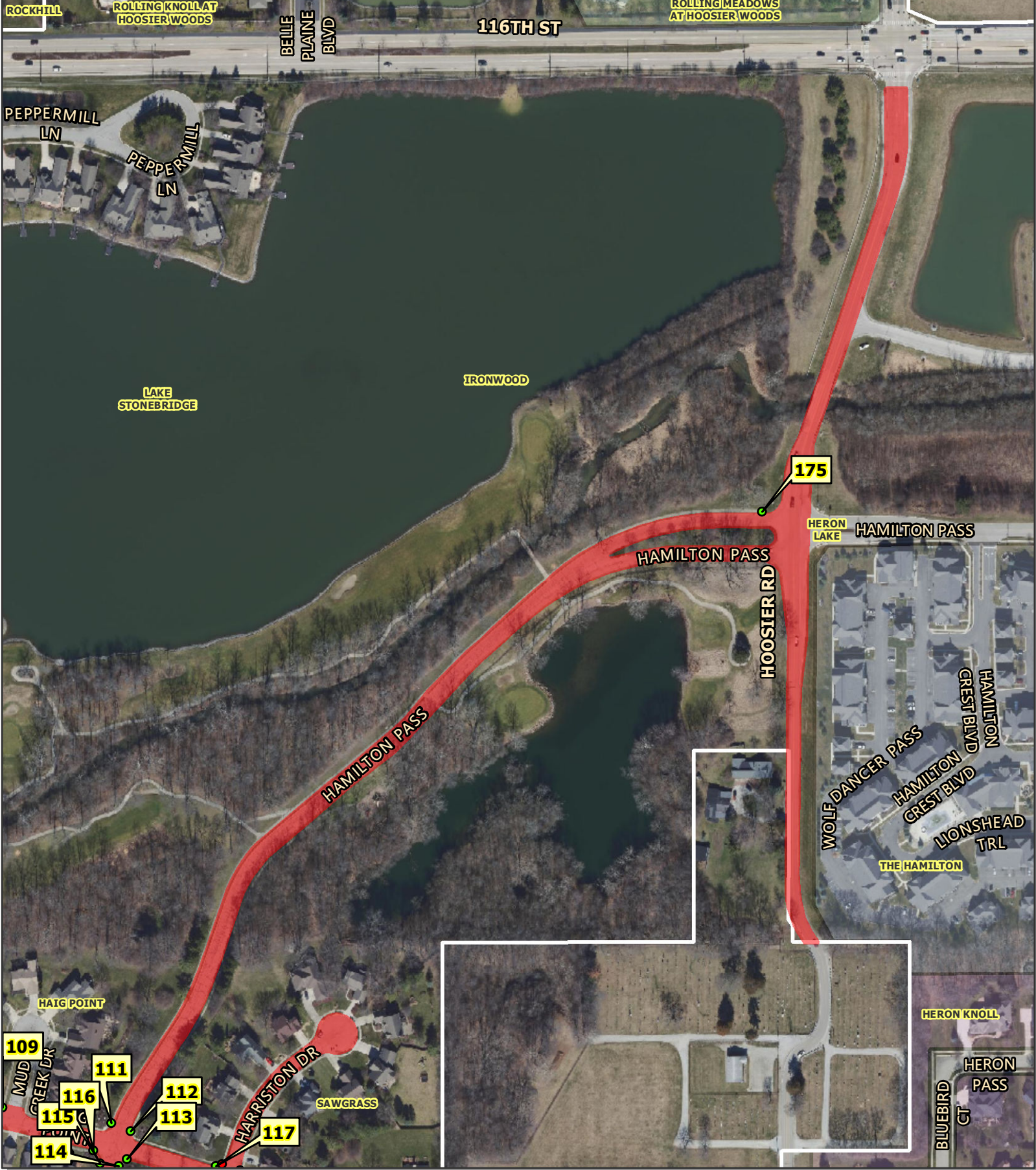


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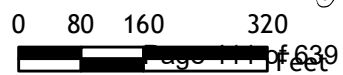
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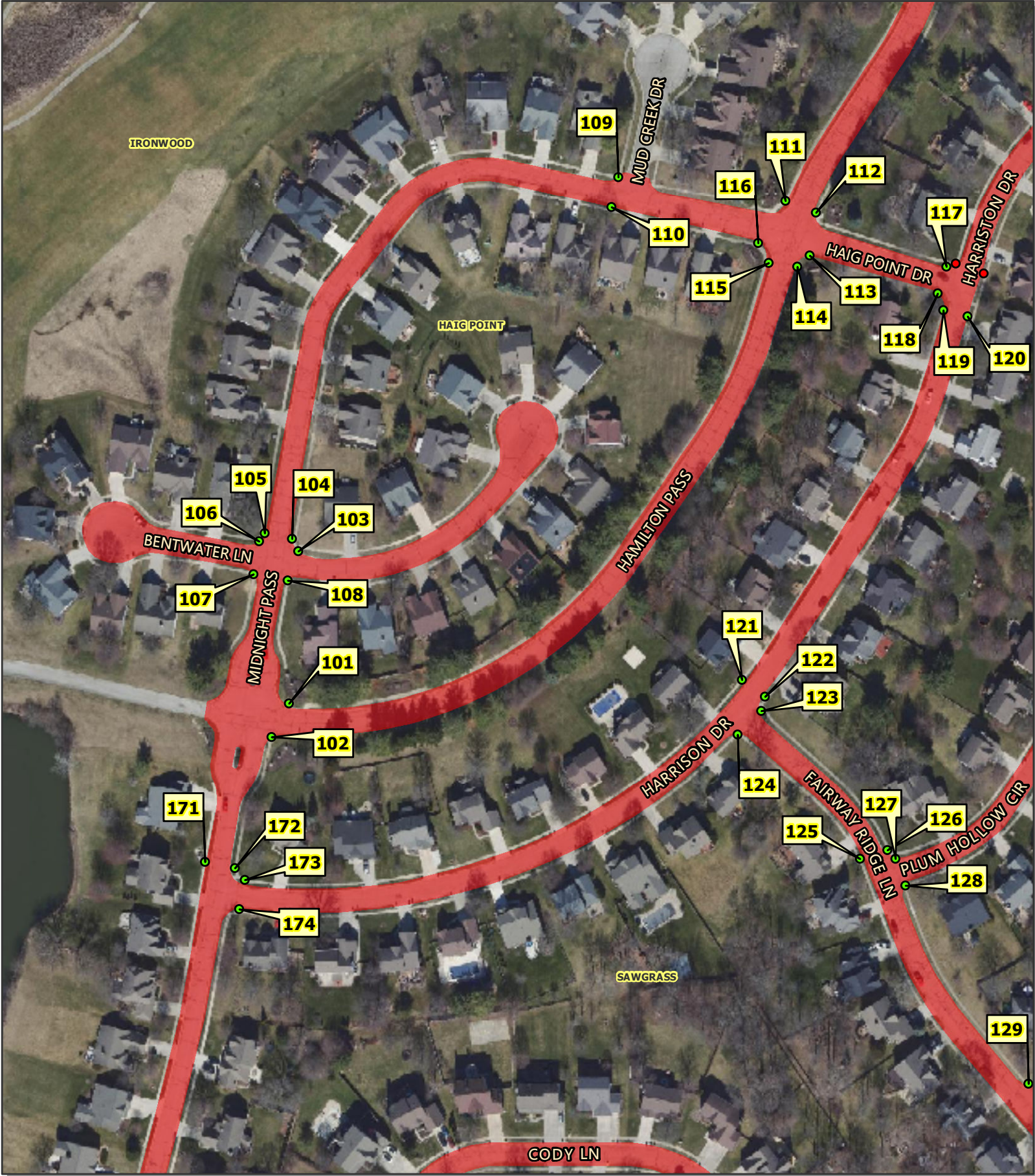
Page 116 of 629



- Legend**
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 - ADA Ramp Removal (2)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd





Legend

- ADA Ramp Reconstruction (33)
- ADA Ramp Removal (2)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd



FISHERS
EST. 1872

0 50 100 200

Feet

Page 112 of 129



Legend

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Sawgrass & Hoosier Rd

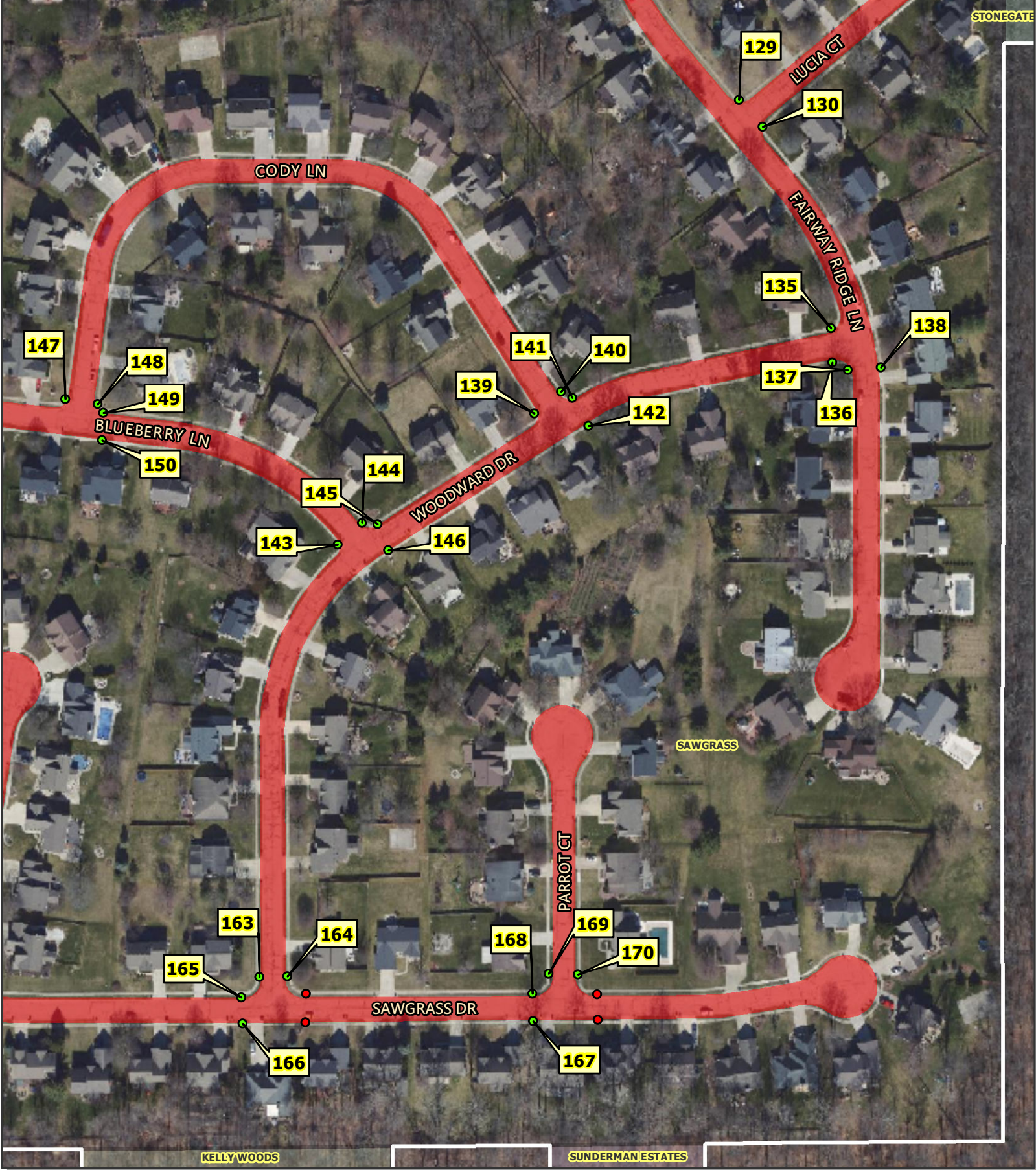


FISHERS
EST. 1872



0 50 100 200
Feet

Page 116 of 639



Legend

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Sawgrass & Hoosier Rd



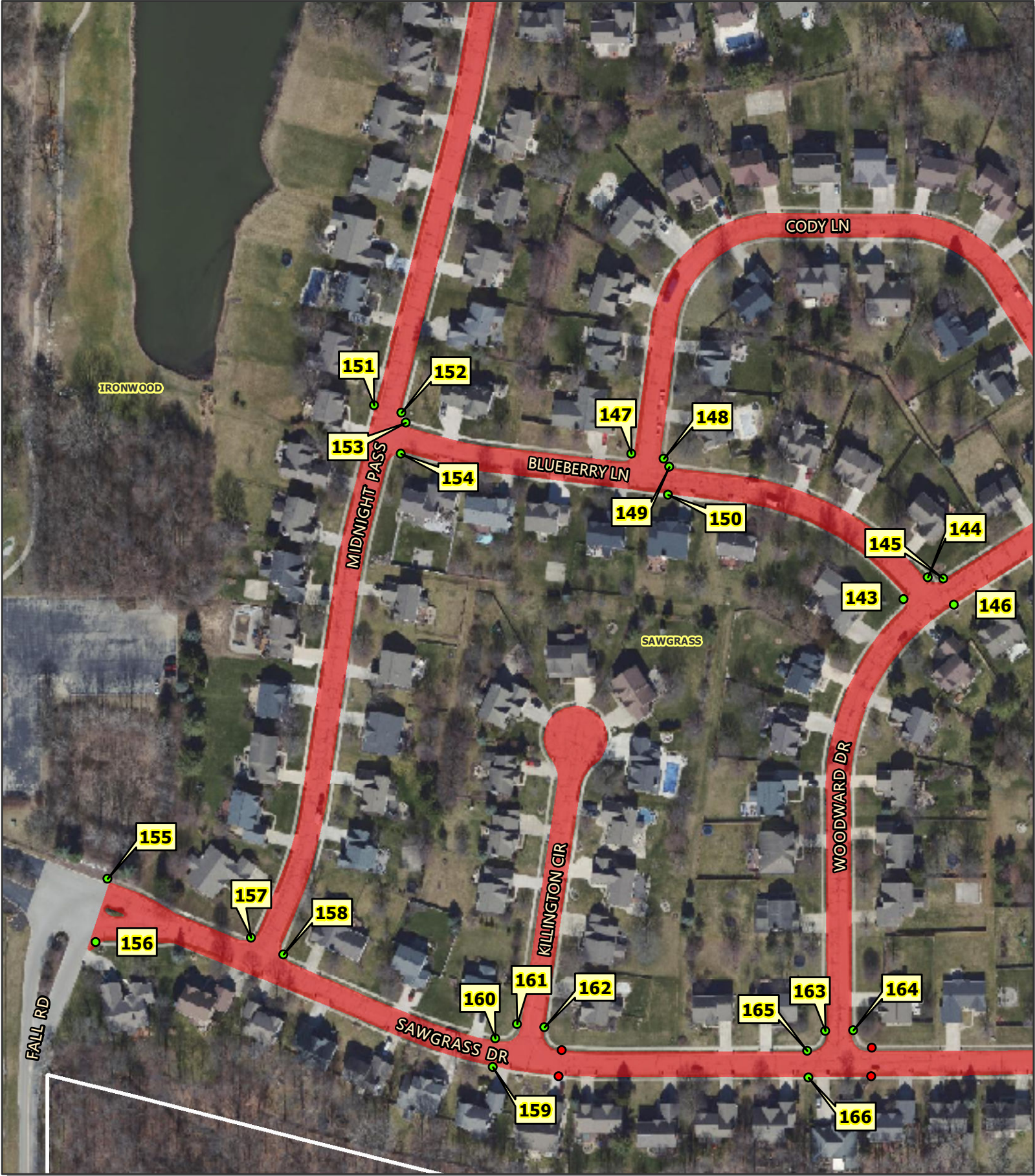
FISHERS
EST. 1872

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Page 11 of 639





Legend

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Sawgrass & Hoosier Rd

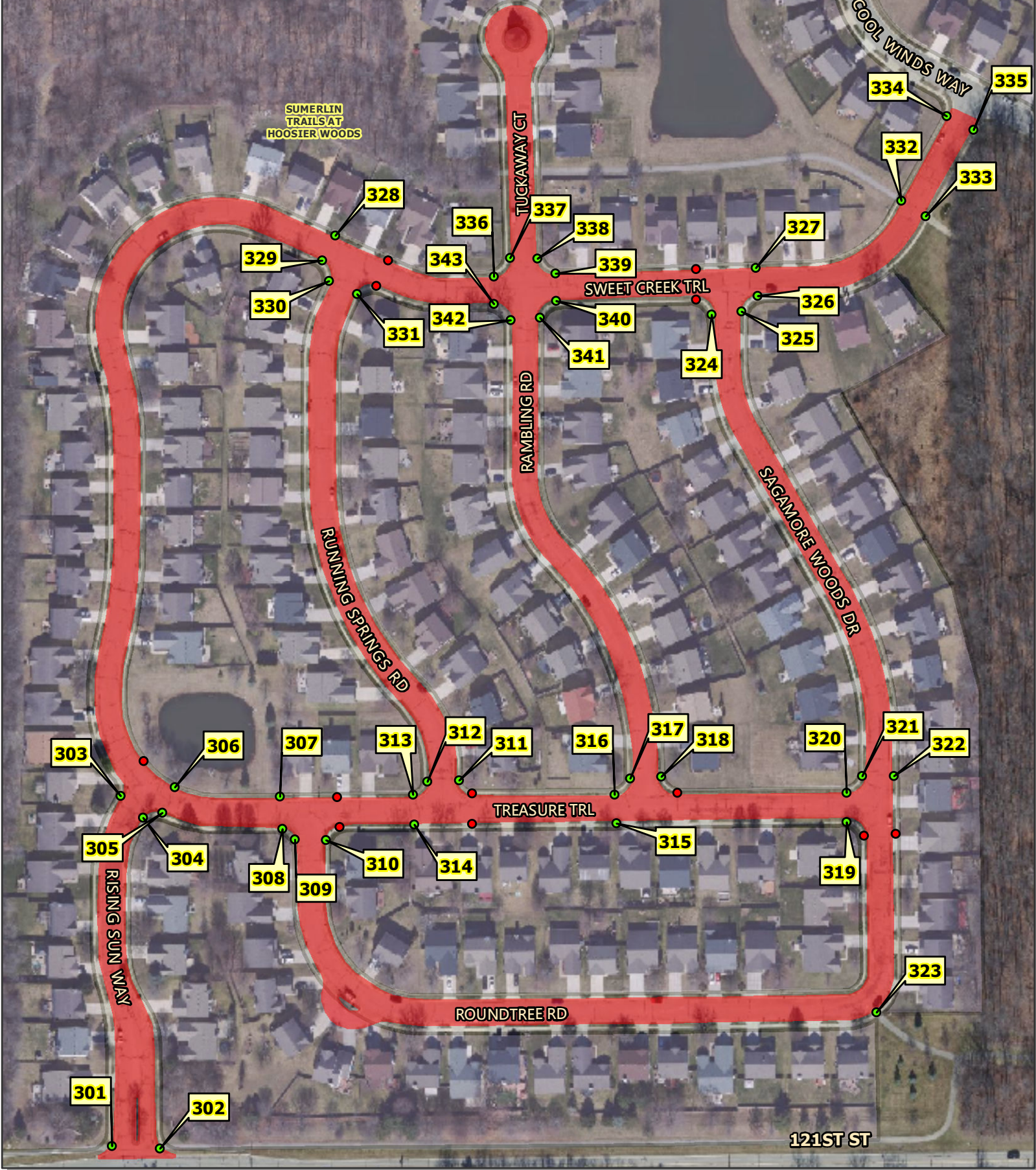


FISHERS
EST. 1872

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Feet

Set 6 of 6: Sawgrass & Hoosier Rd



Legend

- ADA Ramp Reconstruction (43)
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Sumerlin Trails



0 55 110 220

Scale bar and page number: 116 of 639



106th St & Lantern Rd RAB

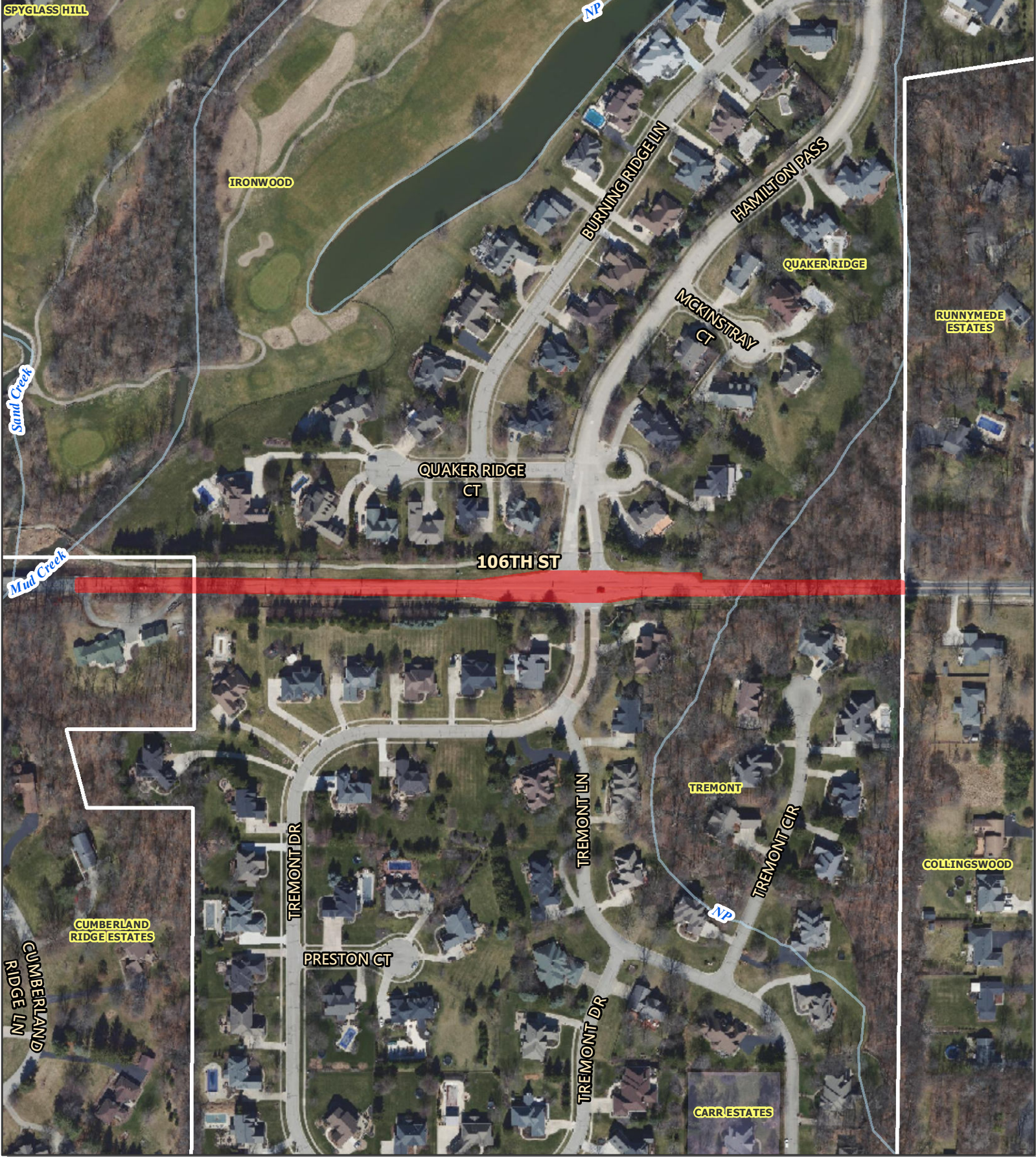
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FISHERS
EST. 1872



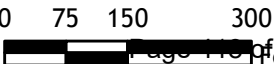
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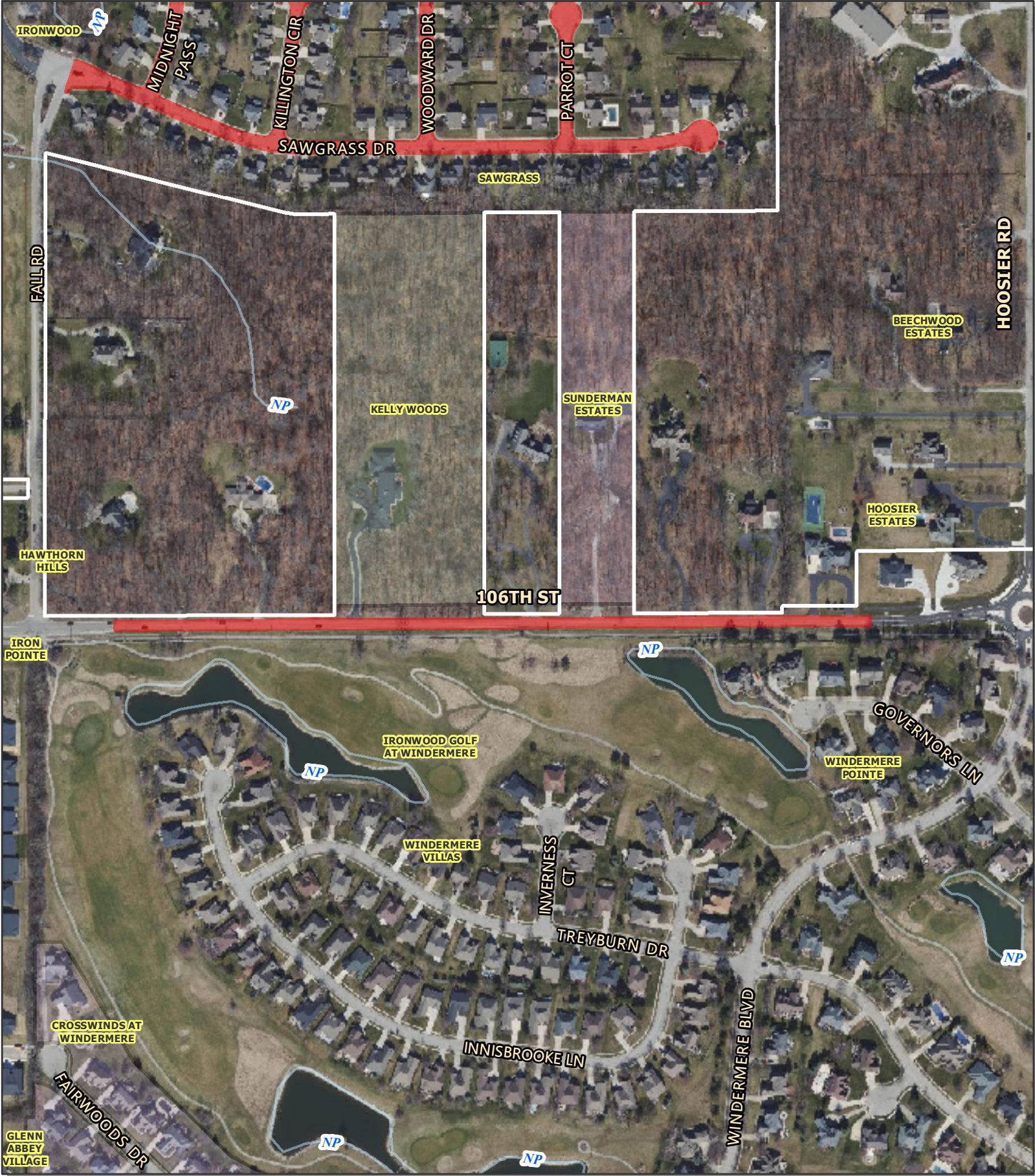


Legend
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106th St

Mud Creek to County Line - Approx 1600'





Legend

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106th St

Fall Rd to Hoosier Rd

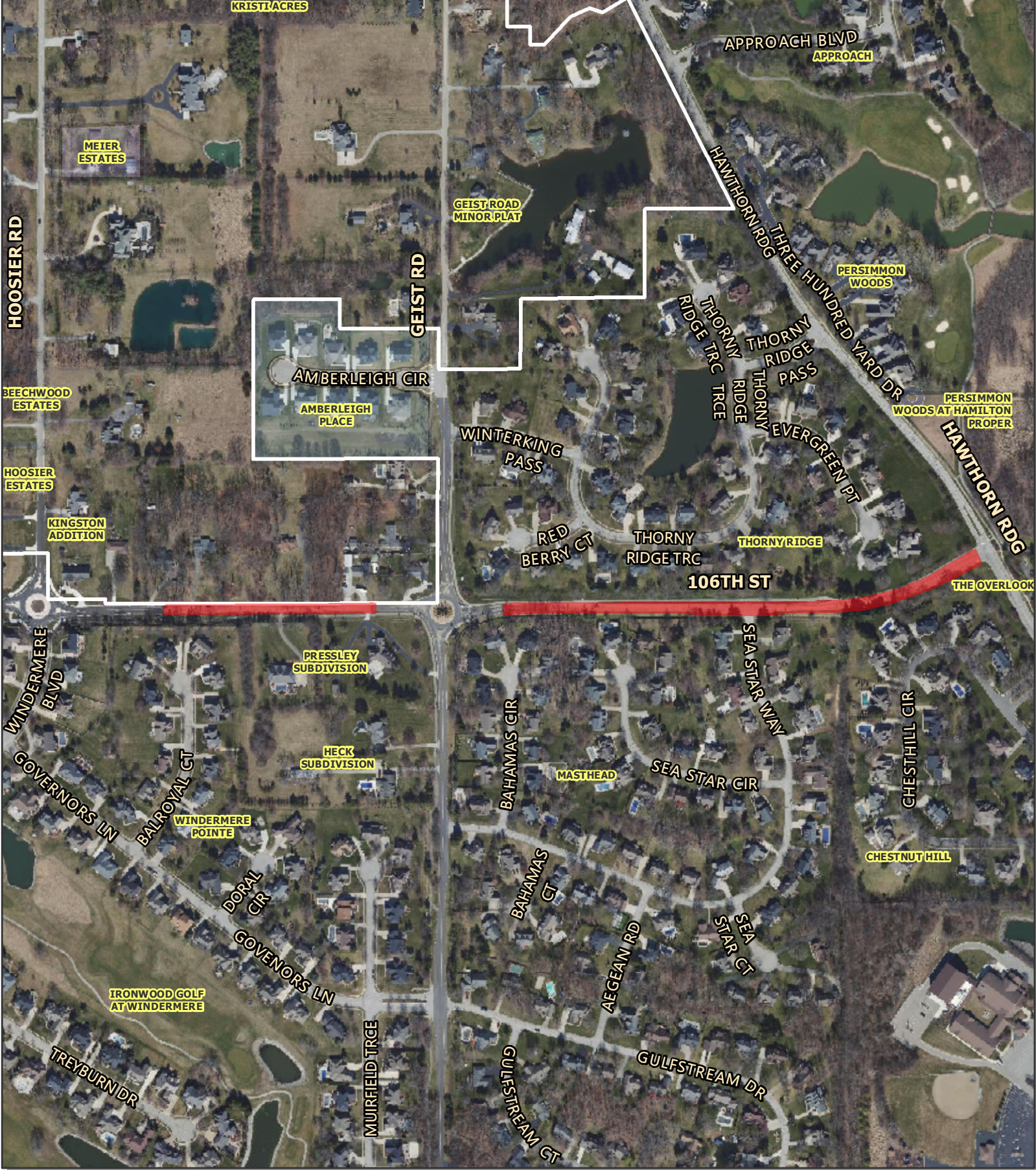


FISHERS
EST. 1872

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Feet

Set 2 of 3: 106th St



Legend

Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

Hoosier Rd to Hawthorn Rdg

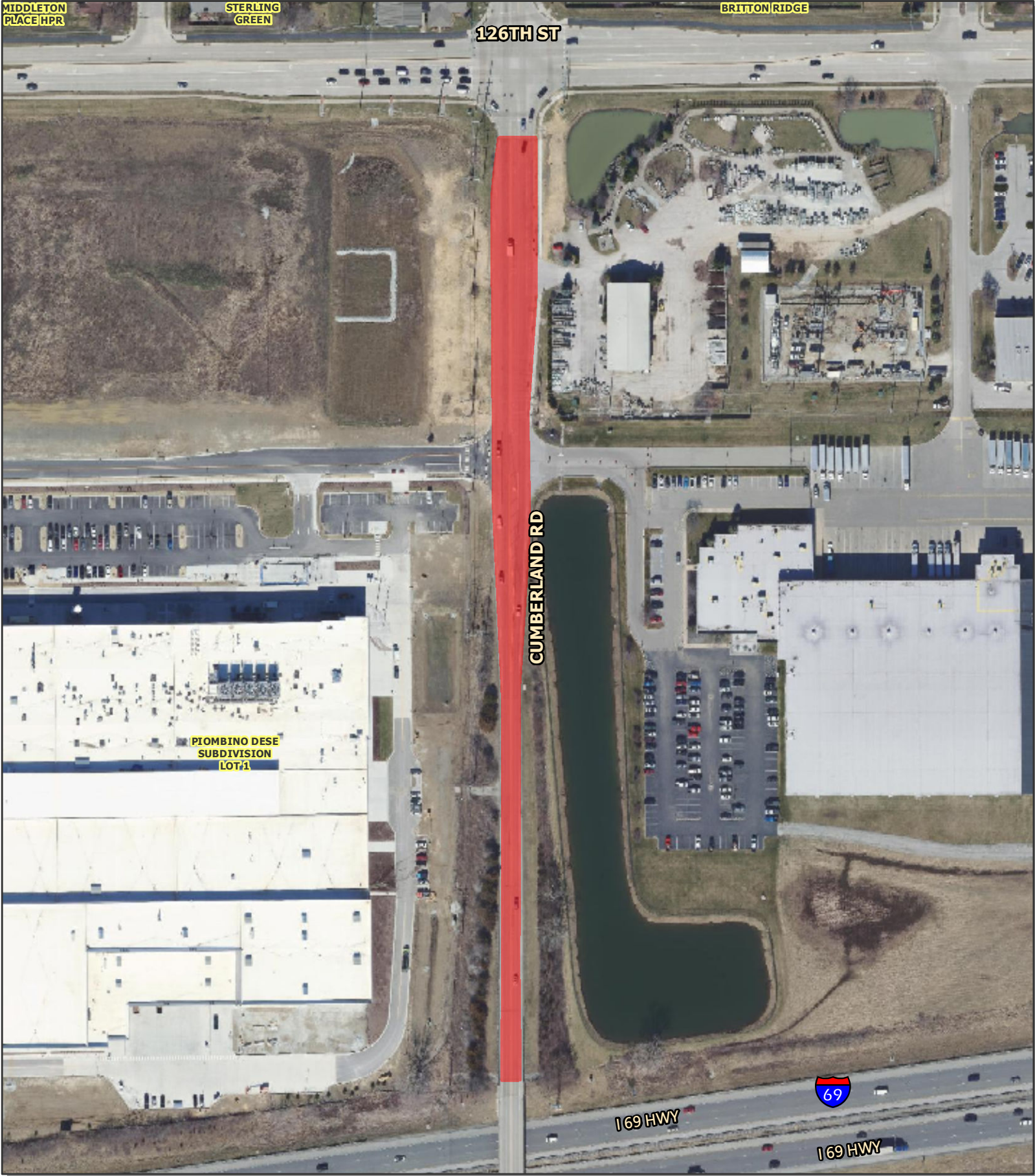


FISHERS
EST. 1872

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Feet

Set 3 of 3: 106th St



Legend
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Cumberland Rd

I-69 to 126th St

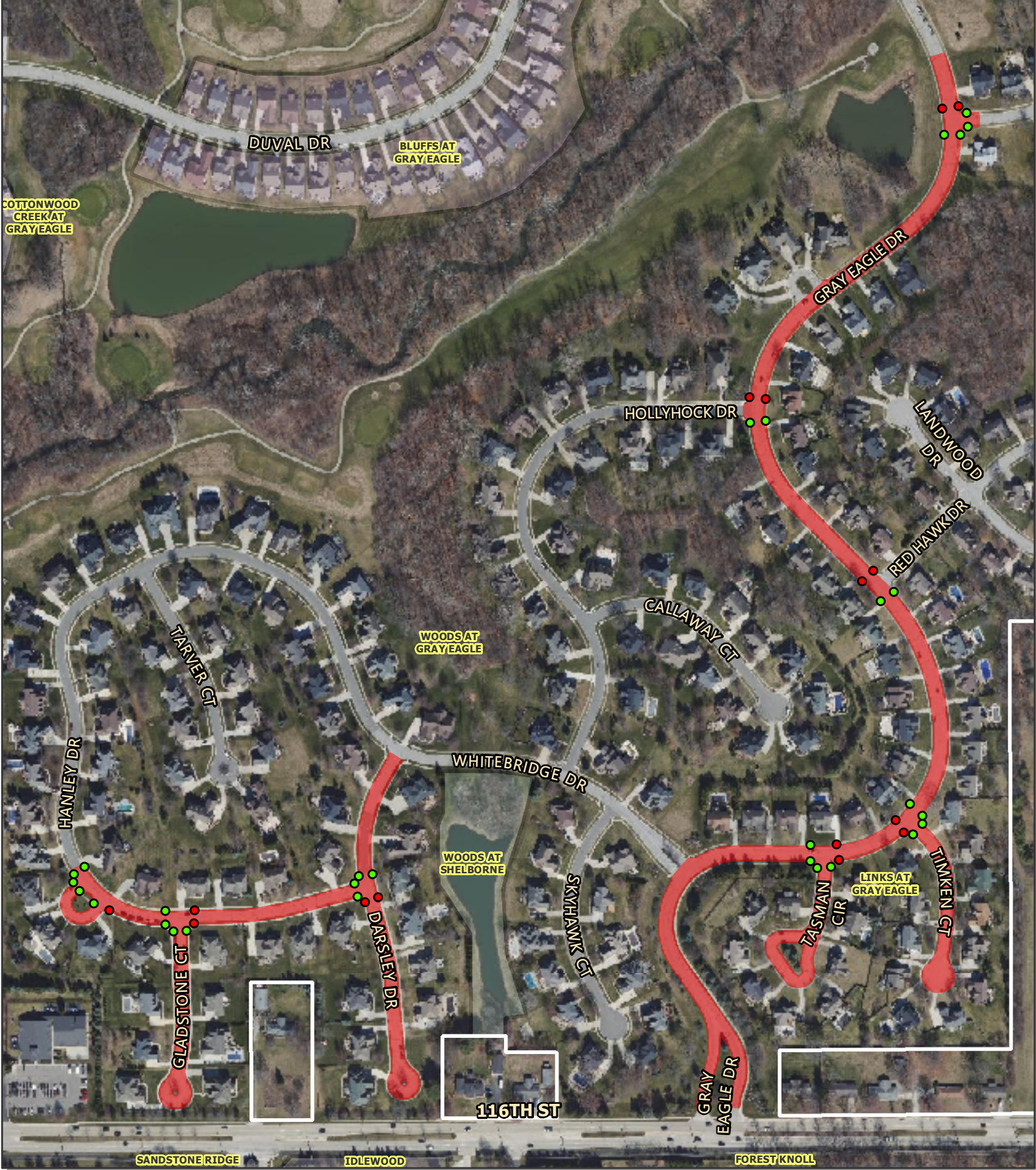


FISHERS
EST. 1872



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Page 12 of 639



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Gray Eagle

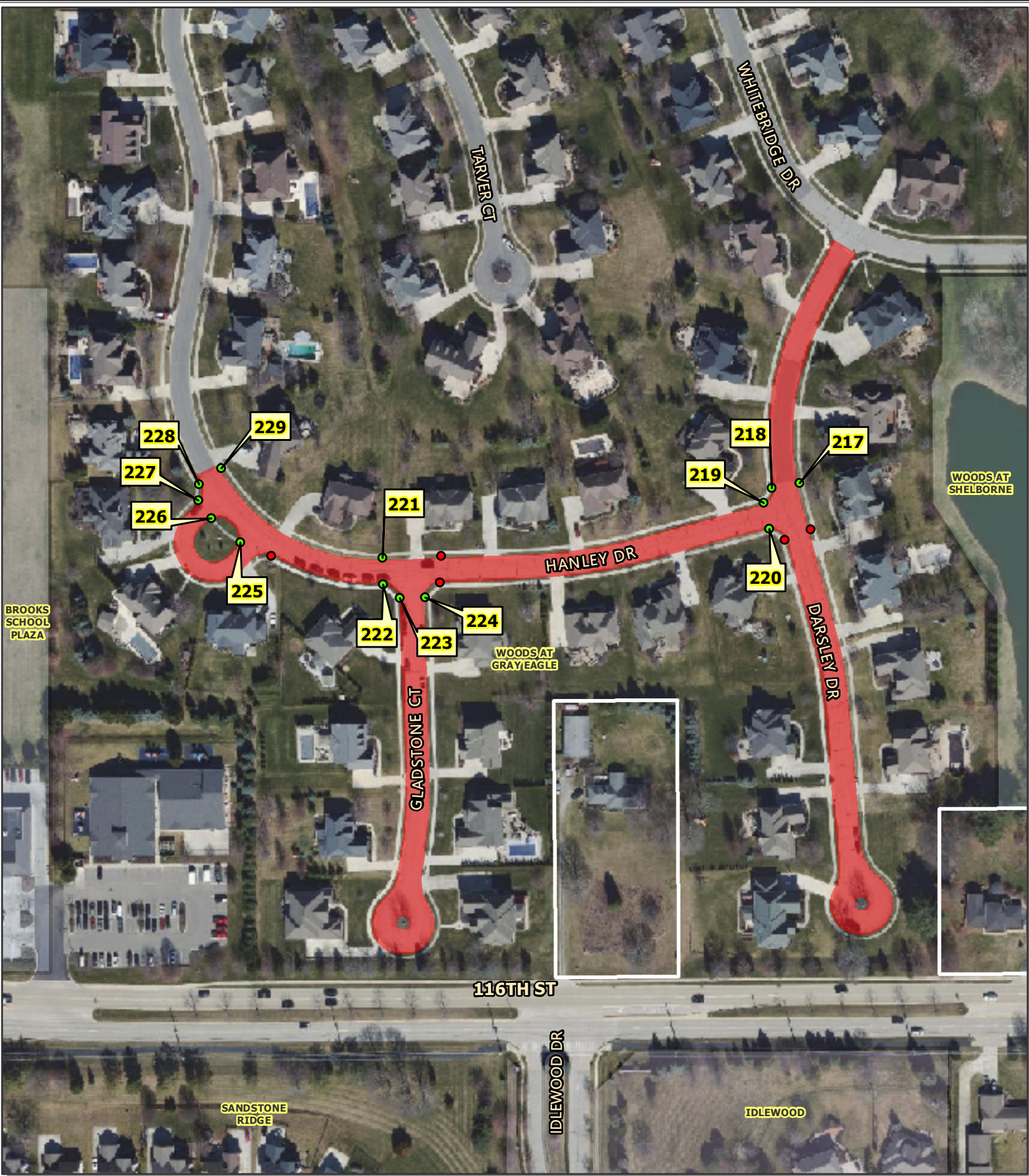


FISHERS
EST. 1872

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Scale bar in feet

Page 122 of 639

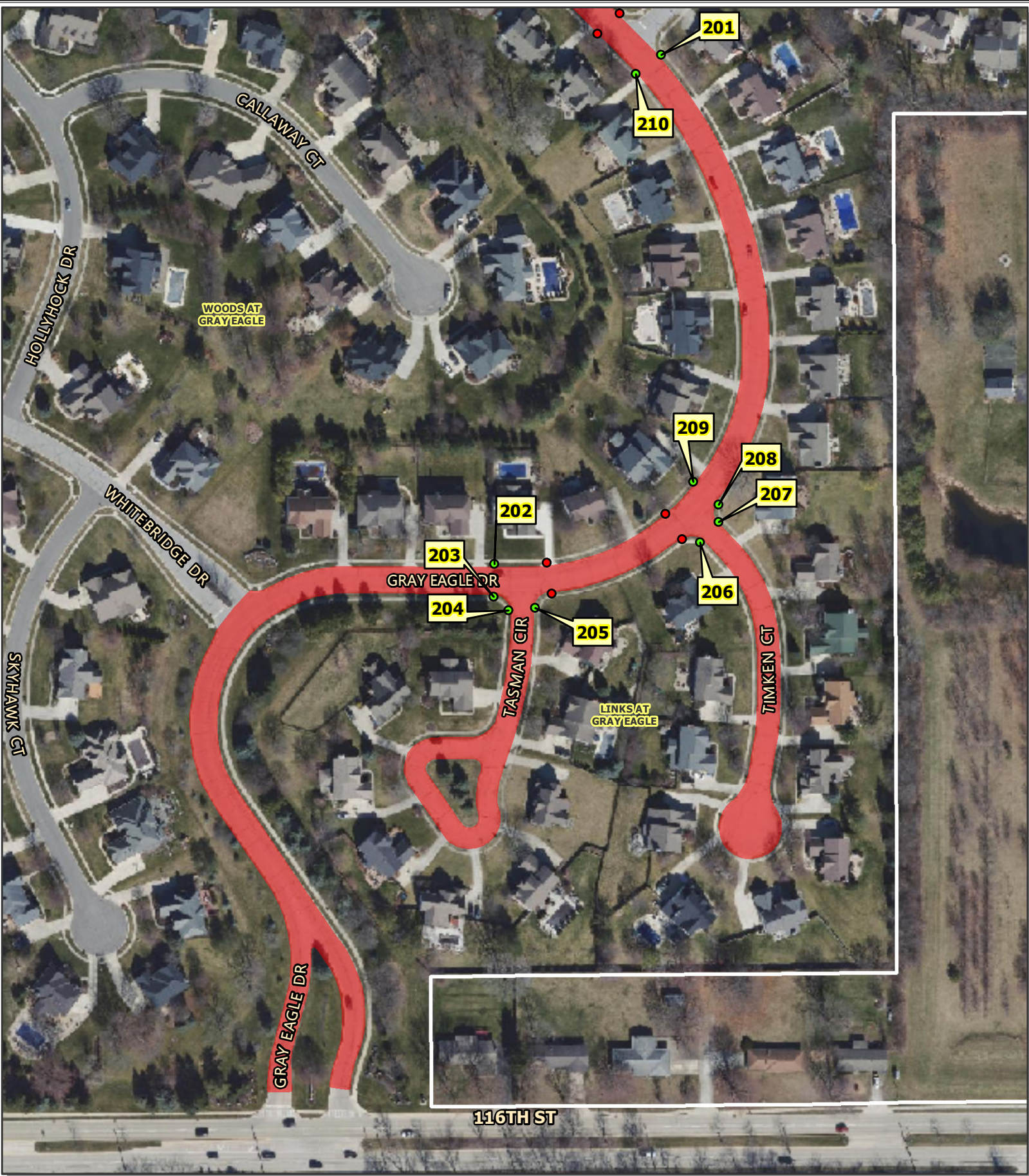


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Gray Eagle



0 50 100 200



- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200



- Legend**
- ADA Ramp Reconstruction (7)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200



Legend

- ADA Ramp Reconstruction (69)
- ADA Ramp Removal (13)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd

Set 1 of 6: Sandstone & Hamble Blvd

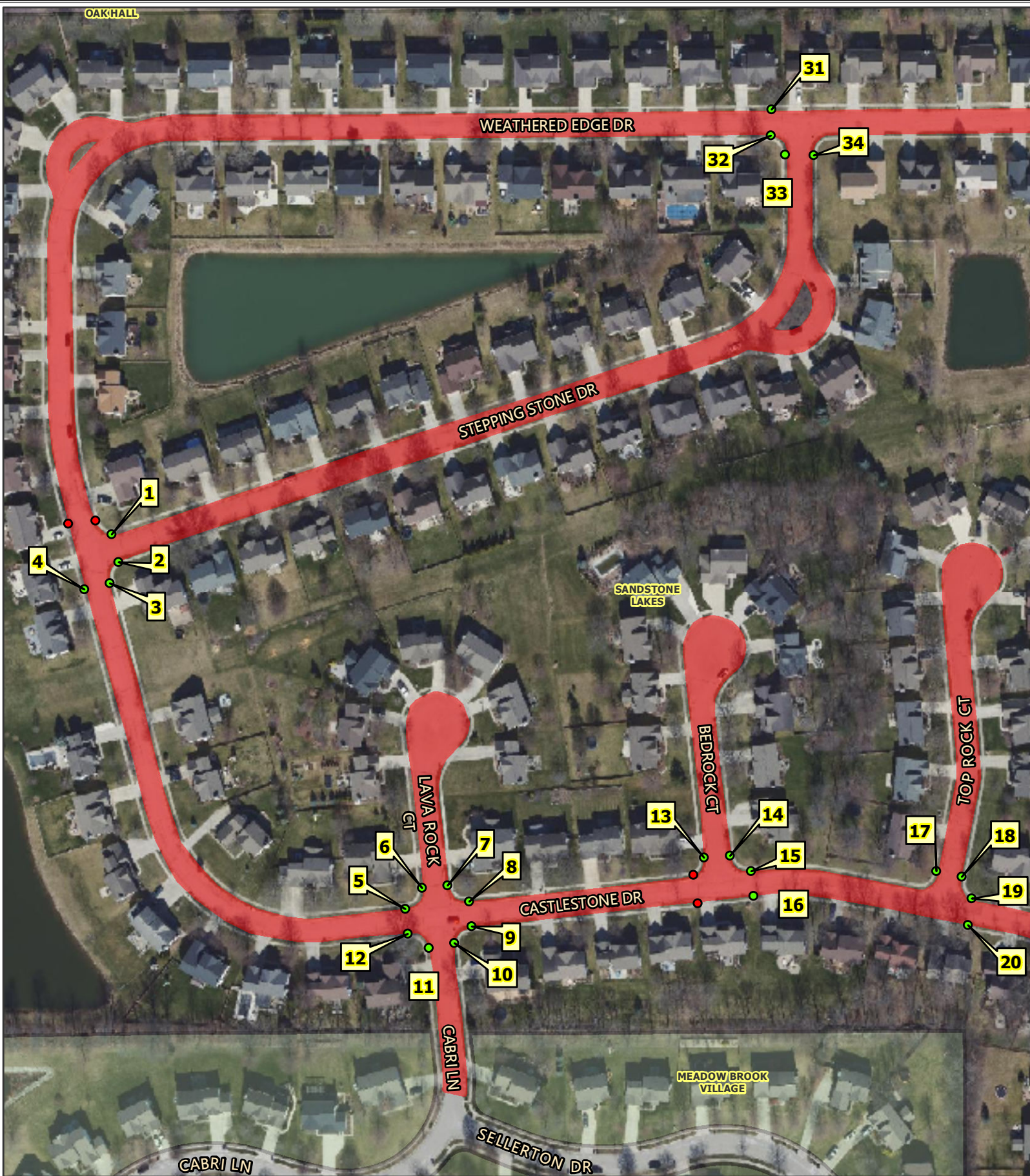
Overview



FISHERS
EST. 1872

0 170 340 680 Feet

Page 126 of 1639



Legend

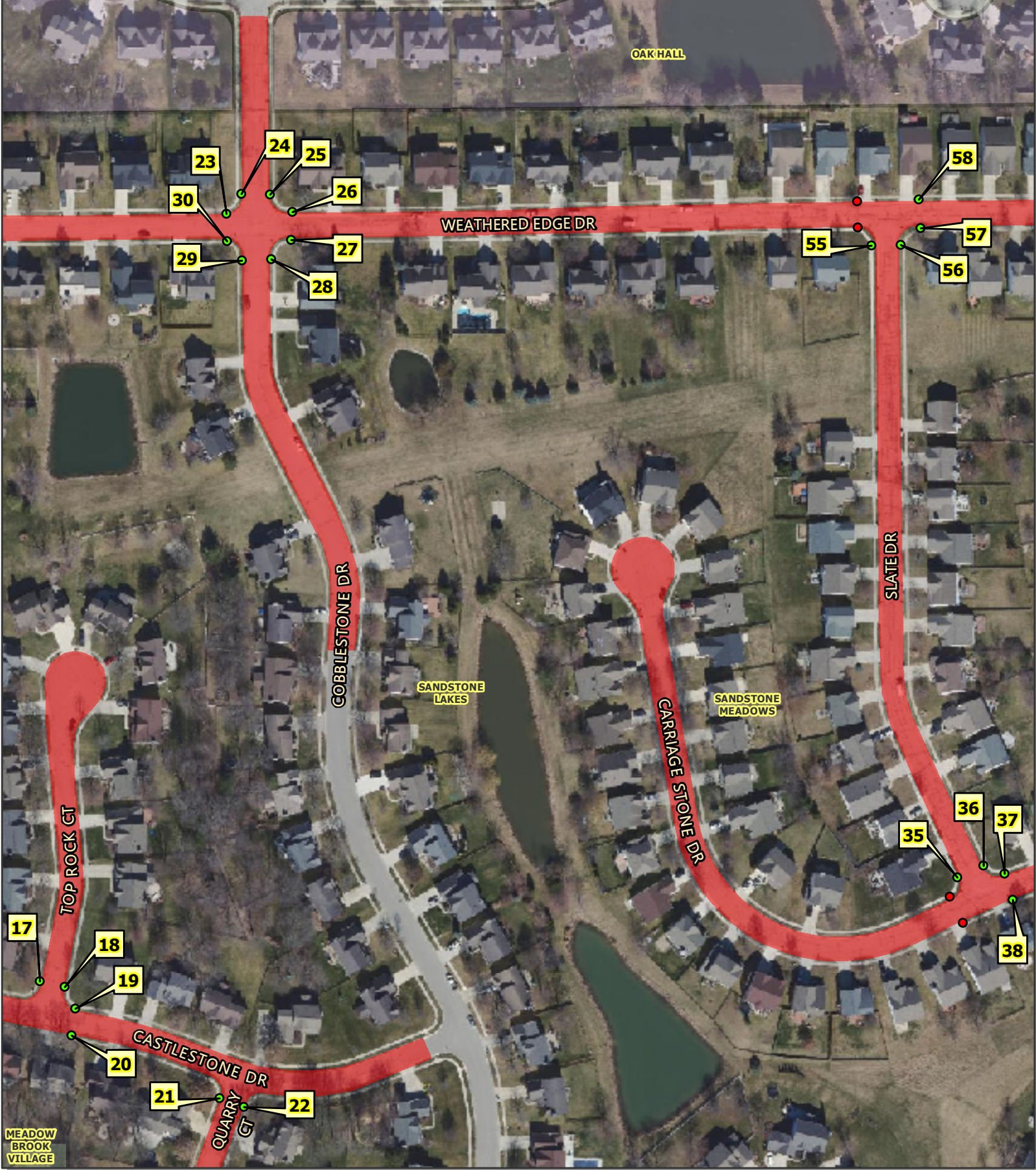
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- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



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Page 12 of 39



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- ADA Ramp Reconstruction (22)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



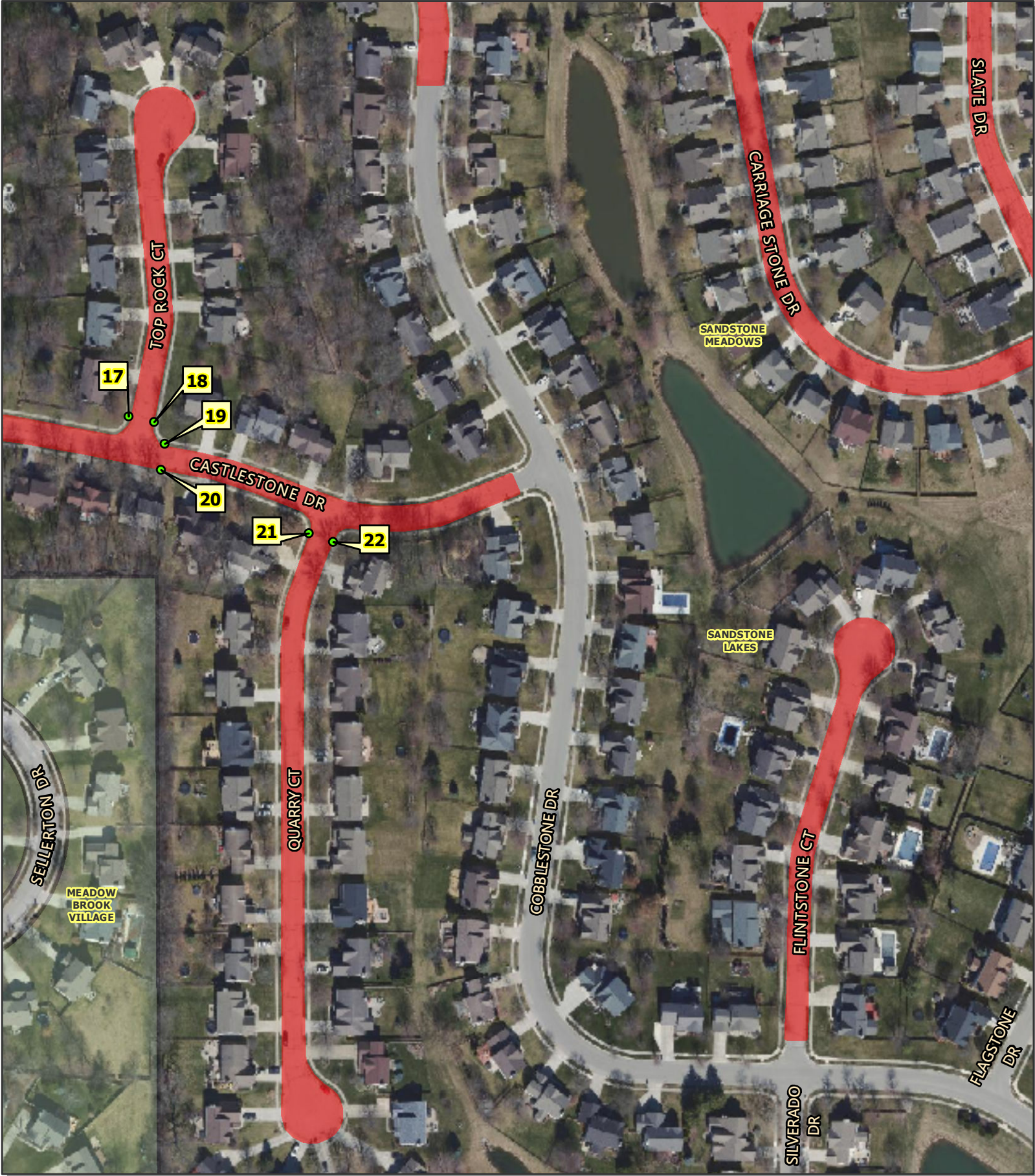
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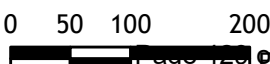
Page 120 of 129





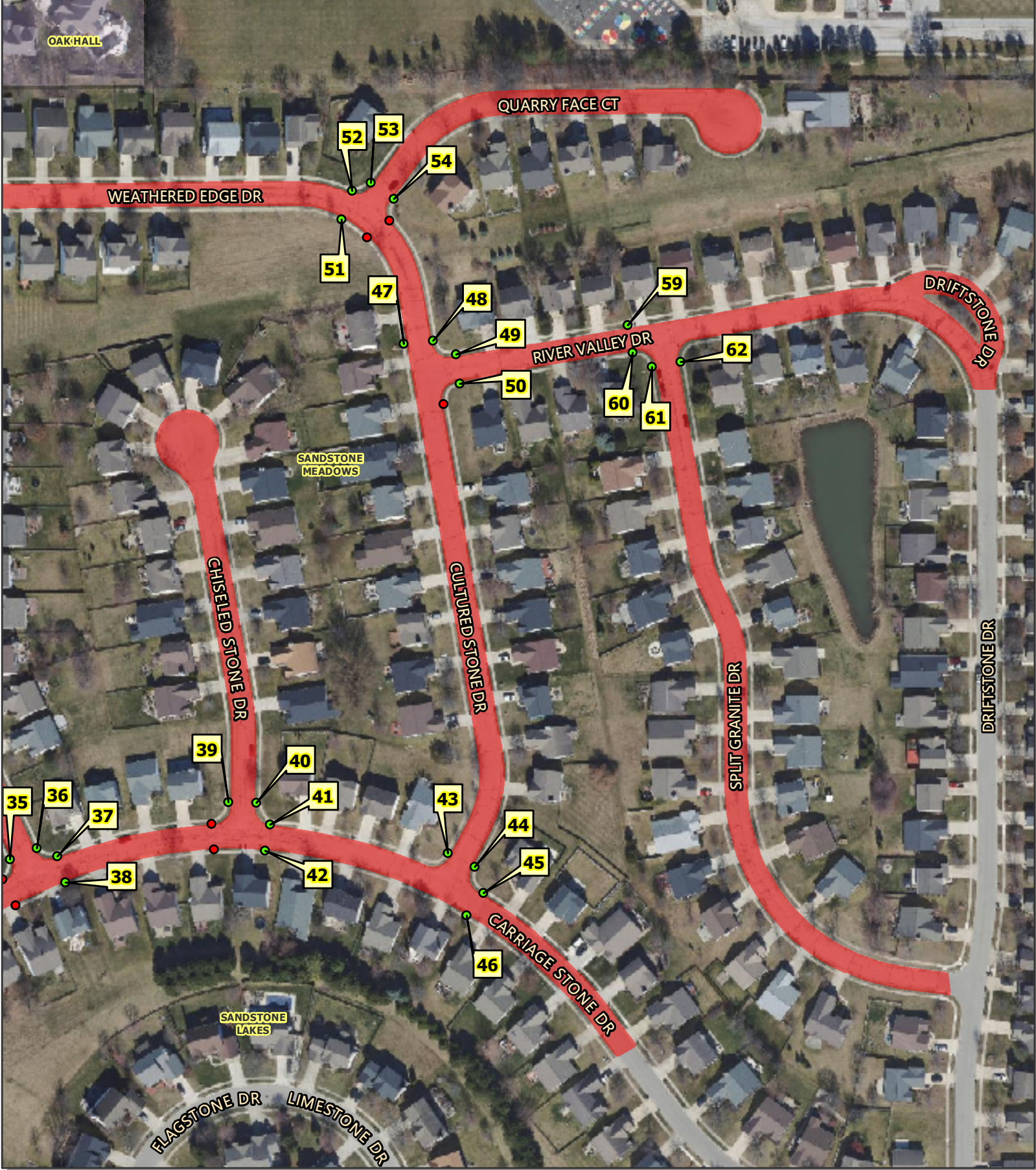
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 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



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feet

Page 120 of 639



Legend

- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (7)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



FISHERS
EST. 1872

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Feet

Set 5 of 6: Sandstone & Hamble Blvd

Page 100 of 639



- Legend**
- ADA Ramp Reconstruction (7)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

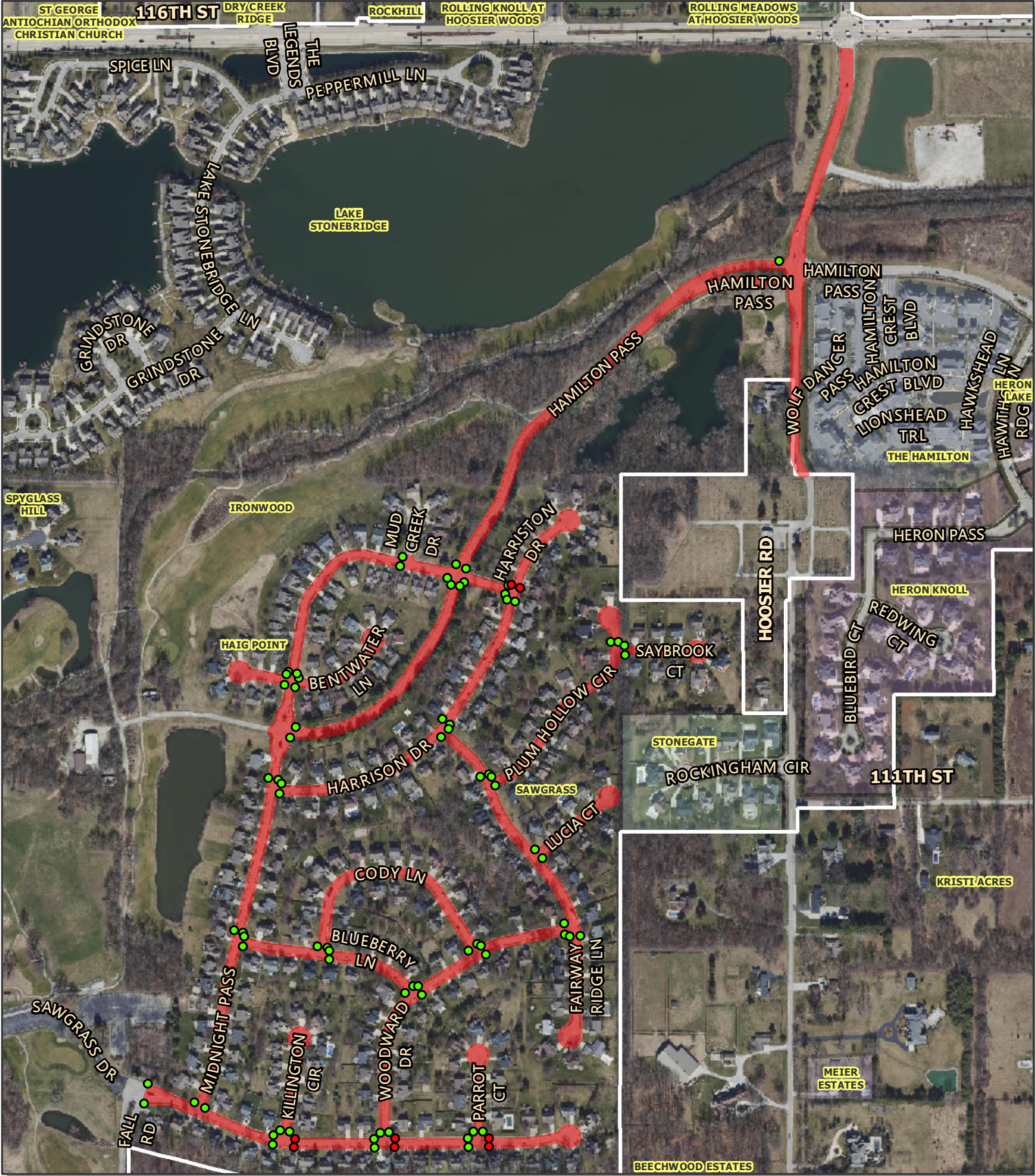
Sandstone & Hamble Blvd





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feet

Page 10 of 639



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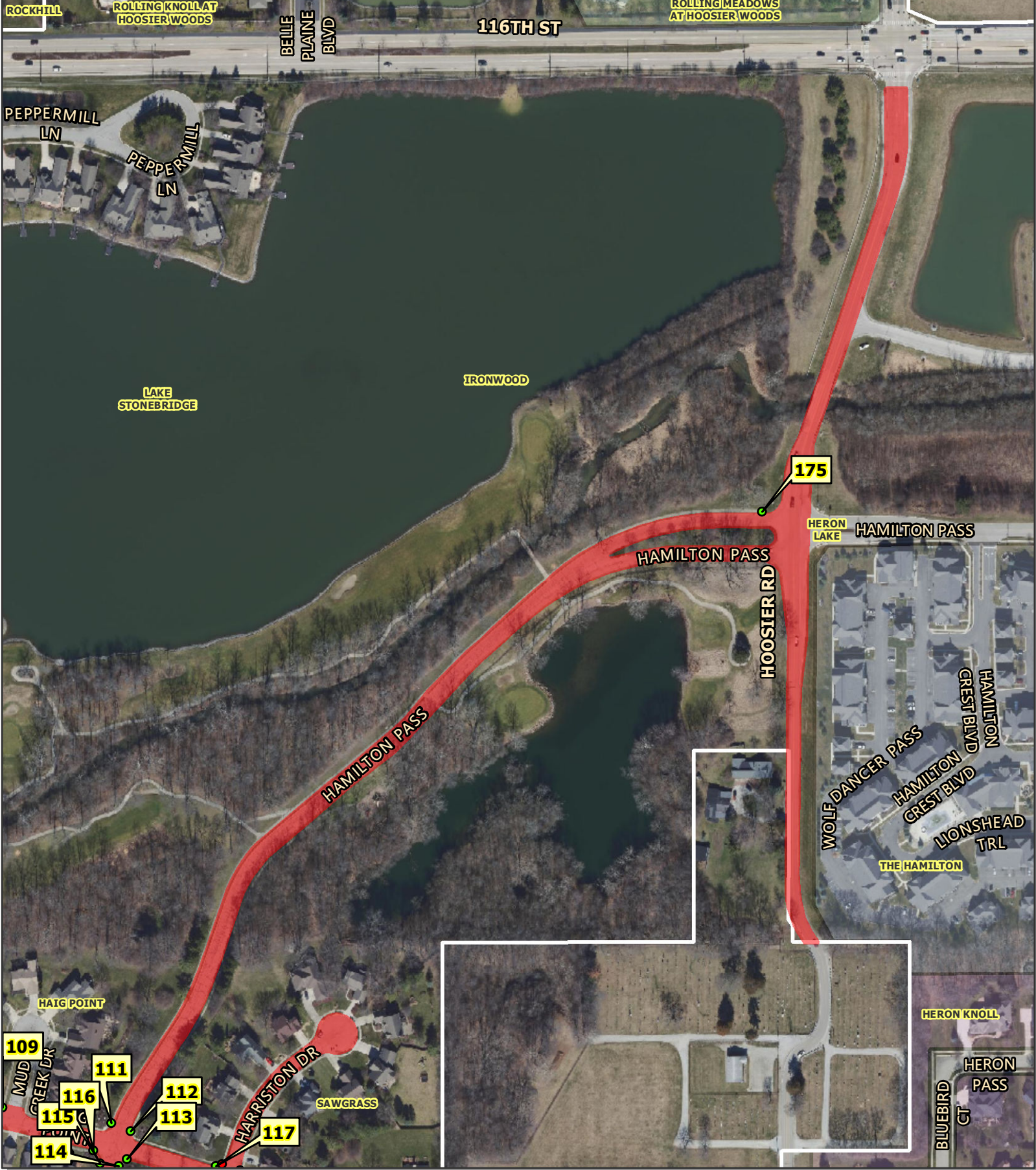
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- ADA Ramp Removal (8)
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Sawgrass & Hoosier Rd

FISHERS
EST. 1872

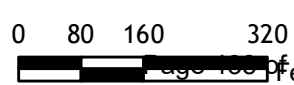
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Page 102 of 629

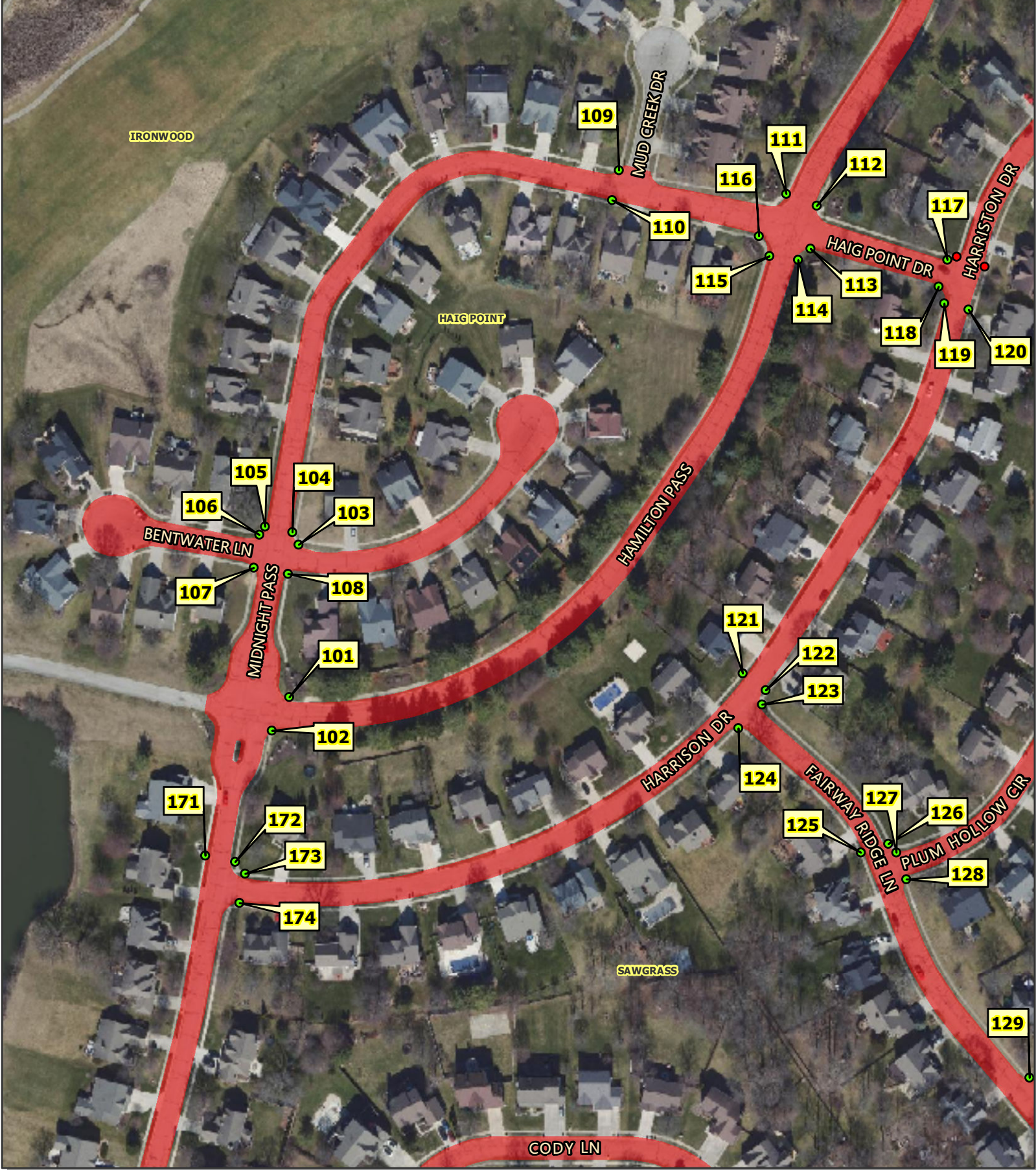


- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (2)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd



Page 100 of 639



Legend

- ADA Ramp Reconstruction (33)
- ADA Ramp Removal (2)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd



FISHERS
EST. 1872

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Feet

Page 10 of 639



Legend

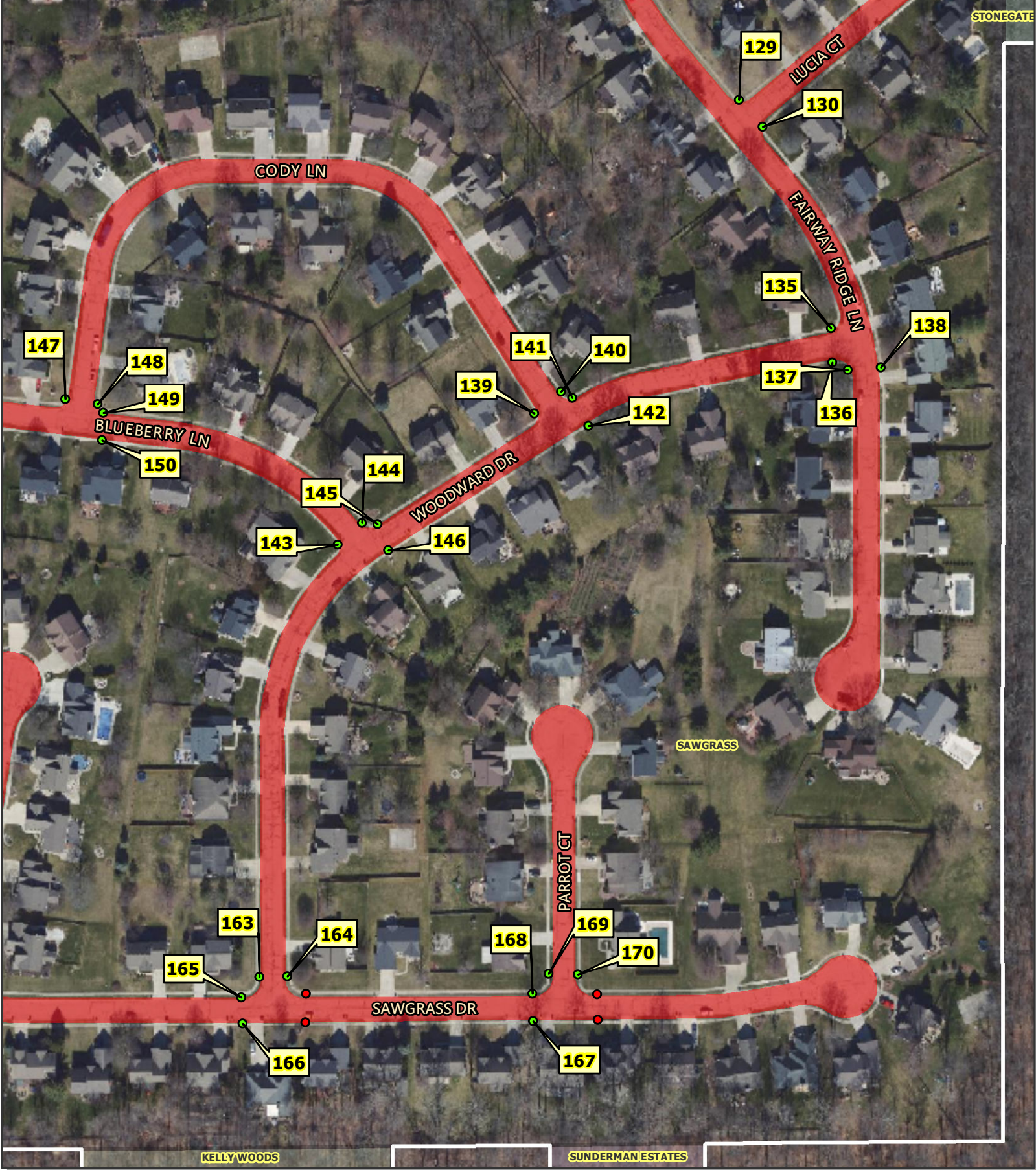
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- ADA Ramp Removal (2)
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Sawgrass & Hoosier Rd

FISHERS
EST. 1872

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Page 400 of 639



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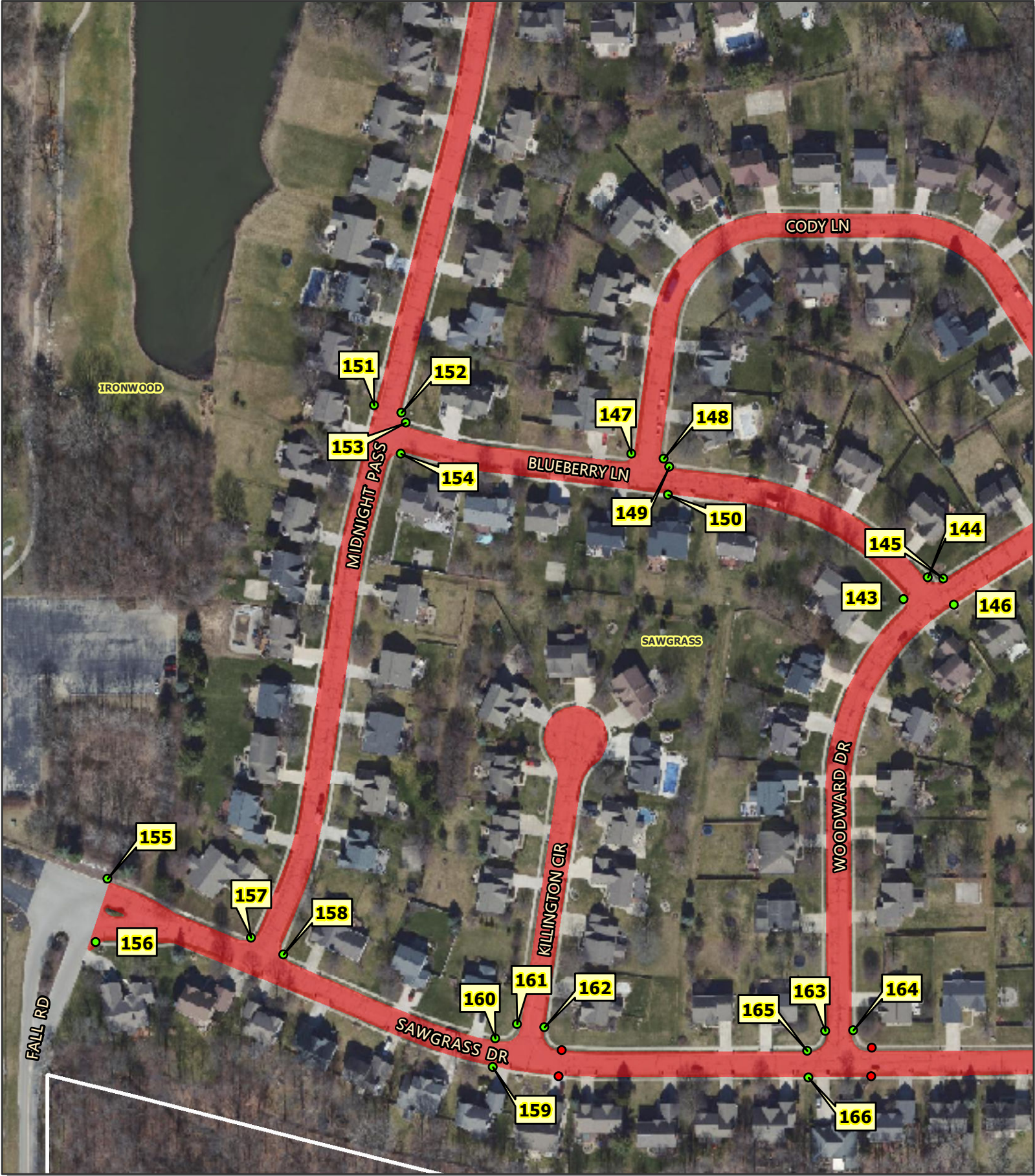
- ADA Ramp Reconstruction (26)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

FISHERS
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Page 100 of 639



Legend

- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

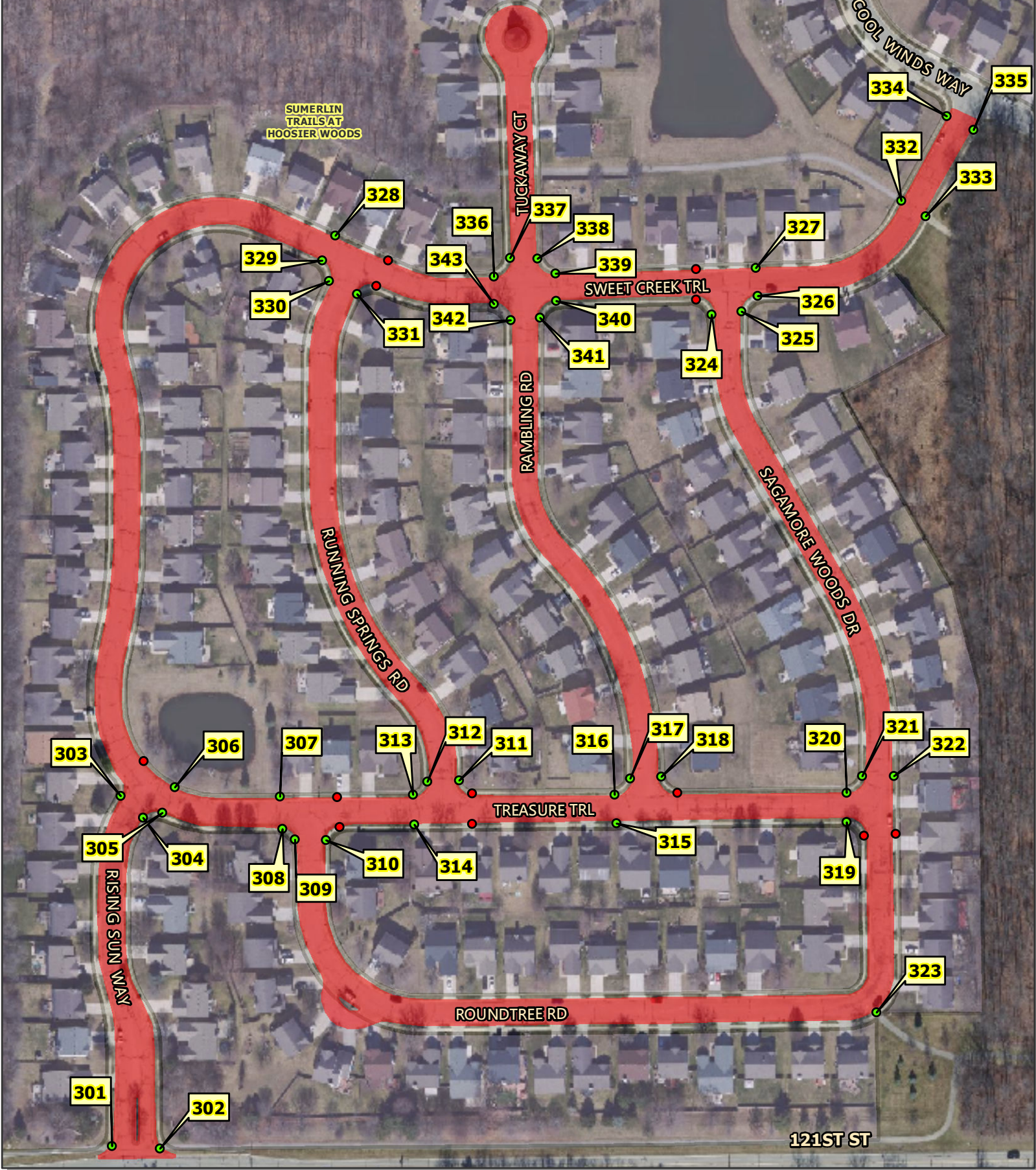
Sawgrass & Hoosier Rd

FISHERS
EST. 1872

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Page 101 of 639

Set 6 of 6: Sawgrass & Hoosier Rd



Legend

- ADA Ramp Reconstruction (43)
- ADA Ramp Removal (12)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sumerlin Trails



0 55 110 220

Scale bar and text: 1 inch = 100 feet

City of Fishers
BIDDER PROPOSAL SUMMARY PAGE
AND BIDDER REMINDER LIST TO BE
INCLUDED IN BID PACKAGE FOR BID
OPENING

Company:	Midwest Paving, LLC
Project Name:	ROAD RESURFACING CONTRACT 25-1
Date Submitted:	2/28/2025
Base Bid Amount:	\$ 2,997,760.71
Alternate Bid Amount:	N/A

Bidding Requirement:	Yes	No
Part 1 - Bidder Information	✓	
Part 2 - Proposal (Bid)	✓	
Part 3 - Contract Items and Unit Prices	✓	
Part 4 - Contract Documents and Addenda	✓	
Part 5 - Exceptions	✓	
Part 6 - (Form No. 96) (Contractor's Bid for Public Work)	✓	
Part 7 - Additional Declarations	✓	
Part 8 - Signatures	✓	
Part 9 - Post Bid Manufacturers List - uploaded with Signature Page	✓	
Part 10 - Post Bid Subcontractors List - uploaded with Signature page	✓	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED

City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: ROAD RESURFACING CONTRACT 25-1

Proposal For: Midwest Paving, LLC

Date: February 28th, 2025

To: **City of Fishers**
One Municipal Drive
Fishers, Indiana 46038

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.
- B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (90) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
- C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Midwest Paving, LLC

1.2 Bidder Address: 11827 Greenfield Avenue

City: Noblesville State: IN Zip: 46060

Phone: 317-776-8925 Fax: 317-7796-8921 Email: mkelley@midwestpavingllc.com

1.3 Bidder is a/an [mark one]

☐ Individual ☐ Partnership ☒ Indiana Corporation

Foreign (out of state) Corporation; State Indiana

Joint Venture Other

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

1 Corporation Name: _____

2 Address: _____

3 Date registered with State of Indiana: _____

.4 Indiana Registered Agent:

Name: _____

Address: _____

PART 2
BID PROPOSAL

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Two Million, Nine Hundred Ninety-Seven Thousand, Seven Hundred Sixty Dollars and Seventy-One Cents Dollars (\$ 2,997,760.71). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
07/16/2024 08:03 AM

Business Details

Business Name: **MIDWEST PAVING LLC** Business ID: **2012101700042**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **10/16/2012** Inactive Date:
Principal Office Address: **11827 Greenfield Avenue, Noblesville, IN, 46060, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **10/31/2024**
Years Due:

Governing Person Information

Title	Name	Address
President	Matt Kelley	1529 Bayswater Lane, Cicero, IN, 46034, USA
Vice President	Douglas Denney	1423 AR Les Drive, Noblesville, IN, 46060, USA
CFO	Kelley J Wolfe	7830 North Thames Drive, Bloomington, IN, 47408, USA

Registered Agent Information

Type: **Individual**
Name: **MATTHEW KELLEY**
Address: **1529 BAYSWATER LANE, Cicero, IN, 46034, USA**

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Agreement and in the Standard General Conditions and incorporates such Contract Documents herein by reference.

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>2/21/2025</u>
<u>2</u>	<u>2/24/2025</u>
<u>3</u>	<u>2/25/2025</u>
<u> </u>	<u> </u>

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

BID OF

Midwest Paving LLC

(Contractor)

11827 Greenfield Avenue

(Address)

Noblesville, IN 46060

FOR

PUBLIC WORKS PROJECTS

OF

City of Fishers

Road Resurfacing Contract 25-1

Filed February 28th, 2025

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 2/28/2025

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Midwest Paving LLC 46-1269427
Address: 11827 Greenfield Avenue
City/State/ZIPcode: Noblesville, IN 46060
4. Telephone Number: 317-776-8925
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Road resurfacing Contract 25-1

(Governmental Unit) in accordance with plans and specifications prepared by Hatem Mekky, P.E.

City of Fishers and dated 2/12/2025 for the sum of

Two Million, Nine Hundred Ninety-Seven Thousand, Seven Hundred Sixty Dollars and Seventy-One Cents \$ 2,997,760.71

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Fishers

Bidder (Firm) Midwest Paving LLC 46-1269427

Date (month, day, year): February 28th, 2025

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
566,031.40	Curb, Sidewalk, Asphalt Resurfacing	08/2023	City of Tipton, 216 S Main St, Ste 400, Tipton, IN 46072
1,585,631.00	Curb, Sidewalk, Asphalt Resurfacing	11/2023	City of Lafayette, 20 N 6th St, Lafayette, IN 47901
2,352,389.00	Curb, Sidewalk, Asphalt Resurfacing	08/2024	City of Noblesville, 16 S. 10th St, Noblesville, IN 46060
974,769.00	Asphalt Resurface, Gabian Baskets	12/10/2024	Hamilton County, 1700 S. 10th St, Noblesville, IN 46060

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
2,316,369.69	Curb, Sidewalk, Mill, Resurface	September 2025	City of Speedway
1,883,569.00	Curb, Sidewalk, Asphalt Resurfacing	July 2025	City of Tipton, 216 S. Main St, Tipton, IN 46072
2,135,407.00	Curb, Sidewalk, Asphalt Resurfacing	May 2025	Town of Cicero, 70 N. Bryon St, Cicero, IN 46034
246,877.00	Asphalt Resurfacing	May 2025	Town of Meridian Hills

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Valenti Held Developers, Allan Valenti (317) 769-6922

Pulte Homes of Indiana, Joe Marx (847) 489-8816

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications all equipment as needed to perform said work.

2. Please list the names and addresses of all subcontractors (*i.e. persons or firms outside your own firm who have performed part of the work*) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Traffic Control: Indiana Signs and Barricades; Gridlock; Highway Safety Services

Milling: Javelina Milling; MAMCO; Specialties Milling; McCrite Milling

Concrete: Calumet Civil Contractors; OLCO; CE Hughes

Trucking/Hauling: Pendleton Trucking

Pavement Markings: Otto's Parking Marking; Indiana Traffic Systems

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A list will be provided upon request.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All as necessary to perform work.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Noblesville this 28th day of February, 2025

Midwest Paving LLC 46-1269427
(Name of Organization)

By Matt Kelley
President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Hamilton)

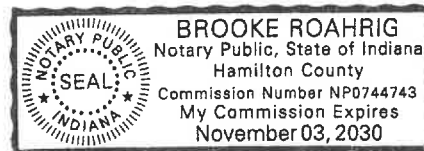
Before me, a Notary Public, personally appeared the above-named Matt Kelley and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 28th day of February, 2025.

Brooke Roahrig
Notary Public

My Commission Expires: 11/03/2030

County of Residence: Hamilton



MIDWEST PAVING, LLC & SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

Together with Independent Auditors' Report

For the Years Ended December 31, 2023 and 2022



TABLE OF CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1 - 2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Balance Sheets	3
Consolidated Statements of Income and Change in Members' Equity.....	4
Consolidated Statements of Cash Flows.....	5
Notes to the Consolidated Financial Statements.....	6 - 14
SUPPLEMENTARY INFORMATION	
Summary of Selected Financial Data.....	15



Independent Auditors' Report

To the Members
Midwest Paving, LLC

Opinion

We audited the consolidated financial statements of Midwest Paving, LLC and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income and change in members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of Midwest Paving, LLC and Subsidiary as of December 31, 2023 and 2022 and the consolidated results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Midwest Paving, LLC and Subsidiary and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, which raise substantial doubt about Midwest Paving, LLC and Subsidiary's ability to continue as a going concern for one year after the date the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report which includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Midwest Paving, LLC and Subsidiary's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, which raise substantial doubt about Midwest Paving, LLC and Subsidiary's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters we identified during the audits.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information presented on page 15 is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the consolidated financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

DONOVAN



Indianapolis, Indiana
April 8, 2024

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 196,662	\$ 769,308
Contracts receivable, including unconditional retainage	9,533,219	5,506,392
Prepaid expenses	175,034	76,716
Contract assets, including conditional retainage	2,409,040	1,600,402
<i>Total current assets</i>	<u>12,313,955</u>	<u>7,952,818</u>
PROPERTY AND EQUIPMENT		
Paving, milling, and stone equipment	4,943,337	4,276,292
Dirt and pipe equipment	4,605,069	3,979,511
Crushing equipment	4,256,912	2,782,112
Shop equipment	1,660,414	1,435,737
Concrete equipment	529,710	425,669
Office equipment	76,547	72,305
Less: accumulated depreciation	(4,545,541)	(3,485,603)
<i>Property and equipment, net</i>	<u>11,526,448</u>	<u>9,486,023</u>
DEPOSITS	<u>2,643</u>	<u>2,643</u>
TOTAL ASSETS	<u><u>\$ 23,843,046</u></u>	<u><u>\$ 17,441,484</u></u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 2,304,397	\$ 1,579,123
Line of credit	1,137,176	382,500
Accounts payable	5,652,618	2,885,608
Accrued expenses	441,791	340,453
<i>Total current liabilities</i>	<u>9,535,982</u>	<u>5,187,684</u>
LONG-TERM LIABILITIES		
Notes payable, net of current portion	<u>6,576,023</u>	<u>5,895,444</u>
TOTAL LIABILITIES	16,112,005	11,083,128
MEMBERS' EQUITY	<u>7,731,041</u>	<u>6,358,356</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u><u>\$ 23,843,046</u></u>	<u><u>\$ 17,441,484</u></u>

See independent auditors' report and accompanying notes to the consolidated financial statements

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME AND CHANGE IN MEMBERS' EQUITY
For the Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CONTRACT REVENUE	\$ 49,665,013	\$ 39,330,326
COST OF REVENUE	<u>45,058,318</u>	<u>35,542,190</u>
GROSS PROFIT	<u>4,606,695</u>	<u>3,788,136</u>
GROSS PROFIT PERCENTAGE	<u>9.3%</u>	<u>9.6%</u>
GENERAL AND ADMINISTRATIVE EXPENSES	<u>2,508,550</u>	<u>2,235,797</u>
INCOME FROM OPERATIONS	<u>2,098,145</u>	<u>1,552,339</u>
OTHER INCOME (EXPENSE)		
Gain on sale of property and equipment	149,462	6,090
Other income	10,675	-
Interest expense	<u>(433,227)</u>	<u>(141,807)</u>
<i>Total other income (expense)</i>	<u>(273,090)</u>	<u>(135,717)</u>
NET INCOME	1,825,055	1,416,622
MEMBERS' EQUITY, BEGINNING OF YEAR	6,358,356	5,219,611
DISTRIBUTIONS TO MEMBERS	<u>(452,370)</u>	<u>(277,877)</u>
MEMBERS' EQUITY, END OF YEAR	<u><u>\$ 7,731,041</u></u>	<u><u>\$ 6,358,356</u></u>

See independent auditors' report and accompanying notes to the consolidated financial statements

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
OPERATING ACTIVITIES		
Net income	\$ 1,825,055	\$ 1,416,622
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,572,637	1,126,116
Gain on sale of property and equipment	(149,462)	(6,090)
Change in certain assets and liabilities:		
Contracts receivable, including unconditional retainage	(4,026,827)	(1,189,997)
Prepaid expenses	(98,318)	(19,722)
Contract assets, including conditional retainage	(808,638)	(1,455,443)
Deposits	-	(1,200)
Accounts payable	2,767,010	594,511
Accrued expenses	101,338	219,575
Contract liabilities, net of conditional retainage	-	(270,833)
	<u>1,182,795</u>	<u>413,539</u>
<i>Net cash provided by operating activities</i>		
	<u>1,182,795</u>	<u>413,539</u>
INVESTING ACTIVITIES		
Purchases of property and equipment	(528,116)	(240,286)
Proceeds from sale of property and equipment	298,545	20,000
	<u>298,545</u>	<u>20,000</u>
<i>Net cash used in investing activities</i>	<u>(229,571)</u>	<u>(220,286)</u>
FINANCING ACTIVITIES		
Principal payments on notes payable	(1,828,176)	(970,179)
Proceeds from line of credit, net	754,676	382,500
Distributions to members	(452,370)	(277,877)
	<u>(452,370)</u>	<u>(277,877)</u>
<i>Net cash used in financing activities</i>	<u>(1,525,870)</u>	<u>(865,556)</u>
NET CHANGE IN CASH	(572,646)	(672,303)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>769,308</u>	<u>1,441,611</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>\$ 196,662</u></u>	<u><u>\$ 769,308</u></u>
SUPPLEMENTAL INFORMATION		
Property and equipment financed with notes payable	\$ 3,234,029	\$ 5,867,386
Cash paid for interest	433,227	141,807

See independent auditors' report and accompanying notes to the consolidated financial statements

MIDWEST PAVING, LLC AND SUBSIDIARY
SUMMARY OF SELECTED FINANCIAL DATA
For the Ten Years Ended December 31, 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
1. Contract revenue	\$ 49,665,013	\$ 39,330,326	\$ 23,728,029	\$ 23,547,170	\$ 20,912,769	\$ 16,074,084	\$ 11,910,209	\$ 12,938,644	\$ 8,698,606	\$ 4,241,148
2. Cost of revenue	<u>45,058,318</u>	<u>35,542,190</u>	<u>21,560,956</u>	<u>20,771,566</u>	<u>18,886,002</u>	<u>13,040,847</u>	<u>10,835,669</u>	<u>10,975,715</u>	<u>7,131,603</u>	<u>3,622,637</u>
3. Gross profit	4,606,695	3,788,136	2,167,073	2,775,604	2,026,767	3,033,237	1,074,540	1,962,929	1,567,003	618,511
4. Gross profit percentage	<u>9.3 %</u>	<u>9.6 %</u>	<u>9.1 %</u>	<u>11.8 %</u>	<u>9.7 %</u>	<u>18.9 %</u>	<u>9.0 %</u>	<u>15.2 %</u>	<u>18.0 %</u>	<u>14.6 %</u>
5. General and administrative expenses	2,508,550	2,235,797	1,528,100	1,491,298	1,138,468	1,151,257	977,353	943,122	588,051	368,781
6. Other income (expense), net	<u>(273,090)</u>	<u>(135,717)</u>	<u>(12,360)</u>	<u>800,871</u>	<u>(59,193)</u>	<u>(93,664)</u>	<u>(44,206)</u>	<u>24,633</u>	<u>(16,200)</u>	<u>(17,329)</u>
7. Net income	<u>\$ 1,825,055</u>	<u>\$ 1,416,622</u>	<u>\$ 626,613</u>	<u>\$ 2,085,177</u>	<u>\$ 829,106</u>	<u>\$ 1,788,316</u>	<u>\$ 52,981</u>	<u>\$ 1,044,440</u>	<u>\$ 962,752</u>	<u>\$ 232,401</u>
8. Net income as a percent of contract revenue	<u>3.7 %</u>	<u>3.6 %</u>	<u>2.6 %</u>	<u>8.9 %</u>	<u>4.0 %</u>	<u>11.1 %</u>	<u>0.4 %</u>	<u>8.1 %</u>	<u>11.1 %</u>	<u>5.5 %</u>
9. Net working capital	<u>\$ 2,777,973</u>	<u>\$ 2,765,134</u>	<u>\$ 2,615,838</u>	<u>\$ 2,890,675</u>	<u>\$ 1,953,109</u>	<u>\$ 2,431,511</u>	<u>\$ 930,277</u>	<u>\$ 1,148,810</u>	<u>\$ 1,134,111</u>	<u>\$ 405,940</u>
10. Current ratio	<u>1.29 to 1</u>	<u>1.53 to 1</u>	<u>1.78 to 1</u>	<u>1.71 to 1</u>	<u>1.43 to 1</u>	<u>1.70 to 1</u>	<u>1.35 to 1</u>	<u>1.47 to 1</u>	<u>1.40 to 1</u>	<u>1.36 to 1</u>
11. Days contract revenue in accounts receivable	<u>59 days</u>	<u>43 days</u>	<u>50 days</u>	<u>48 days</u>	<u>66 days</u>	<u>89 days</u>	<u>87 days</u>	<u>77 days</u>	<u>127 days</u>	<u>94 days</u>
12. Return on average assets	<u>8.8 %</u>	<u>10.1 %</u>	<u>5.9 %</u>	<u>21.5 %</u>	<u>9.9 %</u>	<u>27.0 %</u>	<u>1.0 %</u>	<u>20.6 %</u>	<u>28.2 %</u>	<u>15.9 %</u>
13. Return on average members' equity	<u>25.9 %</u>	<u>24.5 %</u>	<u>12.3 %</u>	<u>51.6 %</u>	<u>25.9 %</u>	<u>74.1 %</u>	<u>3.3 %</u>	<u>75.9 %</u>	<u>127.1 %</u>	<u>75.3 %</u>
14. Debt to members' equity ratio	<u>2.08 to 1</u>	<u>1.74 to 1</u>	<u>1.01 to 1</u>	<u>1.14 to 1</u>	<u>1.82 to 1</u>	<u>1.43 to 1</u>	<u>2.42 to 1</u>	<u>2.26 to 1</u>	<u>3.35 to 1</u>	<u>3.89 to 1</u>
15. Direct labor as a percent of contract revenue	<u>14.4 %</u>	<u>12.9 %</u>	<u>12.1 %</u>	<u>8.5 %</u>	<u>11.1 %</u>	<u>10.5 %</u>	<u>14.8 %</u>	<u>13.1 %</u>	<u>10.1 %</u>	<u>7.5 %</u>
16. Subcontractors as a percent of contract revenue	<u>4.6 %</u>	<u>5.7 %</u>	<u>5.6 %</u>	<u>9.9 %</u>	<u>13.9 %</u>	<u>4.0 %</u>	<u>5.8 %</u>	<u>4.5 %</u>	<u>2.9 %</u>	<u>1.8 %</u>
17. Materials as a percent of contract revenue	<u>43.5 %</u>	<u>44.1 %</u>	<u>43.7 %</u>	<u>41.8 %</u>	<u>41.2 %</u>	<u>45.5 %</u>	<u>40.8 %</u>	<u>43.3 %</u>	<u>46.5 %</u>	<u>57.0 %</u>
18. Property additions	<u>\$ 3,762,145</u>	<u>\$ 6,107,672</u>	<u>\$ 1,667,248</u>	<u>\$ 2,104,052</u>	<u>\$ 664,500</u>	<u>\$ 792,513</u>	<u>\$ 223,833</u>	<u>\$ 1,204,954</u>	<u>\$ 433,235</u>	<u>\$ 237,647</u>
19. Depreciation and amortization expense	<u>\$ 1,572,637</u>	<u>\$ 1,126,116</u>	<u>\$ 747,258</u>	<u>\$ 551,090</u>	<u>\$ 415,708</u>	<u>\$ 343,444</u>	<u>\$ 358,739</u>	<u>\$ 227,484</u>	<u>\$ 98,379</u>	<u>\$ 55,676</u>
20. Property and equipment to members' equity ratio	<u>1.49 to 1</u>	<u>1.49 to 1</u>	<u>0.87 to 1</u>	<u>0.74 to 1</u>	<u>0.74 to 1</u>	<u>0.63 to 1</u>	<u>1.08 to 1</u>	<u>1.08 to 1</u>	<u>0.74 to 1</u>	<u>1.15 to 1</u>
21. Net over (under) billings	<u>\$ (785,993)</u>	<u>\$ (498,361)</u>	<u>\$ 125,874</u>	<u>\$ 841,337</u>	<u>\$ 316,387</u>	<u>\$ 144,416</u>	<u>\$ 345,806</u>	<u>\$ 204,387</u>	<u>\$ 122,198</u>	<u>\$ 88,422</u>

See independent auditors' report

PART 8
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Midwest Paving, LLC

Written
Signature: Matt Kelley

Printed Name: Matt Kelley

Title: President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
COUNTY OF Hamilton) SS:

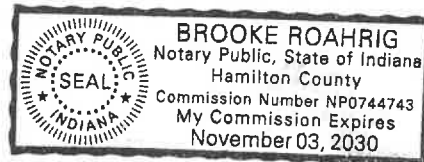
Subscribed and sworn to before me this 28th day of February, 2025

My commission expires: 11/03/2030

Residing in Hamilton County, State
of Indiana

Brooke Roahrig
Signature

Brooke Roahrig
Printed



PART 9
POST BID SUBMITTAL

MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

See attached Equipment List

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
			Equipment
303		2014	Paver - 8' Vogeles 5100-2 Track w/Carlson EZIV Screed
304		2016	Paver - 10' Vogeles Super 2000-3i
305		2022	Paver - 8' Vogeles Super 1703-3i
306		2024	Paver - 8' Vogeles Super 1700-3i
325			Vogele Big Multiplex Ski
351		2018	Mill - 4' Wirtgen W150 CFI
352		2021	Slip Form Machine - Wirtgen SP15i
352A		2021	3 SP15 Molds & Hopper for #352
352B			Vibrator & Hopper for #352
352C			30" Chairback Mold
353		2022	Wirtgen 7' W200Fi Mill
354			Morrison 20' Standard Screed (Truss)
355			PR100 POWER UNIT & HANDLE ASSEMBLY (CONCRETE SCREED)
402		2000	Roller - Asphalt, Ingersoll Rand DD90HF
404		2017	Roller- Asphalt, Hamm 14vv
406		2019	Roller - Asphalt, Hamm HD 90iVV
407		2019	Roller - Asphalt, Hamm 14iVV
408		2019	Roller - Asphalt, Hamm HD 90iVVHF
411		2021	Roller - Asphalt, Hamm 14iVV
412		2022	Roller - Asphalt, Hamm HD90iVV
450			Roller - Dirt, Smooth drum w/ shell kit, Cat CS56B
503		2016	Grader, Cat 140M3 RZ1
550		2016	Dozer, Cat D5K2
552		2020	Dozer GPS, Komatsu D51 Pxi
552B			Mounting Kit for TopCon on #552
553		2021	Komatsu Dozer D51PXI-24
554		2022	Komatsu D61PXI-24 Dozer
555		2023	Komatsu D61PXI-24 Crawler Dozer/Sitelink SL-100 Kit
601			Backhoe IT, Cat 4x4, multi-purpose front w/ extend-a-hoe
603		2020	CAT 420F2IT AMR+ Backhoe, 2020
652		2020	Komatsu Excavator PC210LC-11
653		2021	Komatsu PC88MR-10 Hydraulic Q/C w/ Buckets
655		2022	Komatsu PC490LCi-11 Excavator
656		2023	Komatsu PC88MR-11 Mini Excavator
657		2023	CAT 340 QZ1 Excavator
658		2023	Komatsu PC360LCI-11 Excavator
660		2024	Komatsu PC138USLC-11 Excavator
661		2024	Komatsu PC138USLC-11 Excavator
701		2016	Loader, CAT 930M
702		2022	Komatsu WA380-8 Wheel Loader
704		2023	John Deere 544 P 4WD Loader
705		2023	Komatsu WA320-8 Wheel Loader
753		2022	Komatsu HM300-5 w/Tailgate
754		2022	Komatsu HM300-5 w/Tailgate
755		2022	Komatsu HM300-5 w/Tailgate
801		2015	Skid Steer Loader, Cat 246D
802		2019	Skid steer, Takeuchi TL10V2CHF, track
803		2020	Skid steer, Takeuchi TL10V2CHF w/Rockland 81" Bucket & Sweepers (x2)
804		2021	Skid steer, Takeuchi TL10V2 Steer w/78" Bucket and Water Kit
805		2022	Skid Steer, CAT 246D w/74" Bucket & water tank kit
806		2023	Skid Steer, CAT 289D3
807		2024	Skid Steer, CAT 289D3
850			Broom, Broce
850A			NEW ENGINE FOR #850
851		2020	Broce Broom RCT-350

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
852		2022	Broom, Virnig
871		1995	John Deere Farm Tractor 8400
872		2022	Rome Disk w/hydraulic wheels
880			John Deere 762B Water Truck
881		2022	Road Widener w/Adaptor/Universal IT/SSL
901			Attachment, Mill-head Skid Steer
902			Attachment, Sweeper Skid Steer
902A			Attachment, Sweeper Skid Steer
902B			Attachment, Sweeper Skid Steer
902C			Attachment, Sweeper Skid Steer - Road Hawg
902D			Attachment, Sweeper Skid Steer - Road Hawg
903			Attachment, Forks Skid Steer (part of #801)
904			Attachment, Forks Loader (part of #701)
905			Attachment, Forks Backhoe (part of #601)
906			Attachment, Mill-head Skid Steer
906B			Sweepster 60SBB
907			400 24V LED Balloon Light
908			400 24V LED Balloon Light
909			400 24V LED Balloon Light
910			5.5HP Honda Hydrostate Diaph Pump
911		2021	Attachment, Mill-head Skid Steer - PC306 (CAT Cold Planer)
912			400 24V LED Balloon Light
913			400 24V LED Balloon Light
914			Broom, Virnig - attachment for skidsteer
915			Broom, Virnig - attachment for skidsteer
916			Paladin SFB500 Hammer (Purchased with #804)
951			Light Plant, Wacker 5000 watt (pull behind generator)
953		2018	Pressure Washer, Magnum 2018
954		2020	Air Compressor, 185 Doosan 2020
955			DW C185WDO-T4F-M COMPRESSOR
956			Forklift - Yale Model GDP050VX
957			Wacker Plate Compactor
958			Wacker Plate Compactor
959			Air Compressor
960			Wacker Plate Compactor - Jonathan's Crew
961			Wacker Plate Compactor
962			Wacker Plate Compactor
963			Doosen DW G25 Generator
964			2701 Pavetracker IR w/.Acc - Asphalt Compaction
965			Raknator - Skid Steer attachment
966			Honda EM 6500SX Generator
967			Wacker Plate Compactor
968			11.5 HP WALK SAW 18" GUARD
CB-1			Con Ex Box, 20' - Container for Shop
CB-2			Con Ex Box, 20' - Container for Shop
CB-3			20' SHIPPING CONTAINER
CB-4			20' SHIPPING CONTAINER
CB-5			Con Ex Box, 20'
CB-6			Con Ex Box, 20'
GPS1			TopCon HIPER VR GPS
GPS2			TopCon HIPER VR GPS
GPS3			TopCon HIPER VR GPS
GPS4			TopCon HIPER VR GPS
MB-1			Manhole box. 10'x10'x6"
MB-2			GME Shield Manhole 12x12
MB-3			GME Shield 4M820 ADJ COLLARS
SB-2			Stone Box, 5 CYD

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
SB-3			Stone Box, 9 CYD
SB-4			Stone Box, 7 CYD
SB-5			Stone Box, 7 CYD
SP-1			GME Spreader 48"
SP-2			GME Spreader 48"
SP-3			EPI XLAP-66 3"X6'X6' ALUMINUM SHIELD W/SPREADERS
SP-4			GME Spreader 36"
TB4-1			GME Shield 4x20 NKE Stacker (Trench Box)
TB4-2			GME Shield 4x20 NKE Stacker (Trench Box)
TB8-1			Trench Box, Man Hole, Stone Box
TB8-2			GME Shield 4x8x20 Trench Box
TB8-3			GME Shield 8x24 Trench Box
TB8-4			GME Shield 8x24 Trench Box
TB10-1			GME Shield 10x10 Trench Box
000050			Concrete TS42014 Stil Saw
000080			Rotary Laser w/tri-pod & Tracer
000280			Laser Pipe Equipment PL1
000290			Laser Pipe Equipment GA1
000300			Laser Pipe Equipment A-1
000310			CH-2 Chop Saw
000320			Water Pump
000330			Line Instrument
000580			TPL4AV Used
000590			Steel Plates (8X20X1 (6), 6X10X1 (2), 4X8X1 (2)
000650			Laser
000880			Survey Equipment
001460			L Head Topc TPL6G with Auto Align/Remote
001470			Tsur Pump 220V 3"
001480			Saw TS420 Cutquik 14"
001550			14" GAS CUTOFF SAW
001560			14" GAS CUTOFF SAW
001570			L Head Trimble GL422 with Eye Trimble, Remote & Tripod
001670			Hilti Chipping Hammer
001680			L Head Trimble LL300N with Eye Trimble, Remote & Tripod
001700			L Head Trimble LL300N with Eye Trimble, Remote & Tripod
001710			TOPCON SC REMOTE
001720			Concrete TS42014 Sthil Saw
193B			Trailblazer 325 w/Arcreach Kohler CH730 23HP Generator
208B			5000 Watt Generator 11HP - on #208
208C			HUSQ DRILL DM200 110V AND STAND - ON 208
002270			Sanitary Testing Equipment
002280			Predator 3500 Watt Inverter Generator
002290			Stihl 14" Cutoff Saw TS420
002340			Tsur Pump 220V 3"
002350			Tsur Pump 220V 3"
002360			SAW HUSQ 14" K770 SMART GUARD
002330			Honda Generator 5000 Watt
002370			SAW HUSQ 14" K770 SMART GUARD
002380			SAW HUSQ 14" K770 SMART GUARD
002400			ROAD CLOSED/DETOUR AHEAD SIGNS/BARRICADES
002620			CUT QUIK SAW 66.7 CC 14"
002630			14" CUTQUIK SAW
002780			L Head Topc TPL6G with Auto Align/Remote

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
<u>Vehicles/Trailers</u>			
102		2020	Lowboy, Kenworth W900L
103		2020	Lowboy, Kenworth T880
113		2018	Service Truck, Isuzu NPR-HD
114		2013	Service Truck, Freightliner
115		2022	Ford F-550 Chassis w/16' flat bed
116		2024	Ford F-550 Chassis w/16' flat bed
117		2024	Ford F-550 Chassis w/16' flat bed
121		1994	Distributor, Chevrolet
122		2003	Distributor, Freightliner
123		2021	Distributor, Etnyre Centennial
124		2024/2023	Distributor, Kenworth T380/Entrye Black Topper
130		2012	Ford F750 Dump Truck - 33,000 lb
150		2015	P/U 2015 GMC 2500 - Denali
153		2012	P/U 2012 Ford F-250
158		2016	P/U 2016 Ford F-150
159		2019	P/U 2019 Ford F-250
160		2019	P/U 2019 Ford F-350 4x4
161		2019	P/U 2019 Ford F-350 4x4
162		2020	P/U 2020 Ford F-250
164		2020	P/U 2020 Ford F-250
165		2020	P/U 2020 Ford F-350 4x4
166		2021	P/U 2021 Ford F-250
167		2022	P/U 2022 Ford F-450
168		2019	P/U 2019 Ford F-350
169		2022	P/U 2022 Ford F-250
172		2022	RAM 1500
173		2022	Ford F250 4WD
174		2022	Ford F350 4WD
175		2022	Ford F250 4WD
176		2023	Ford F250 XL Super Cab
177		2022	Ford F350 w/8' Service Body
178		2022	Ford F550 with Contractor Package
179		2023	Ford F150
180		2023	Ford F250 XL Super Cab
181		2023	Ford F250 SRW
182		2023	Ford F-350 4WD
183		2023	Chevrolet Tahoe
184		2024	Ford F350 4WD
185		2024	Ford Super Duty F-250 4WD
193		2022	Mechanic Truck, Kenworth T370 - with welder #193A
194		2018	Service Truck, Kenworth T370
203		2018	Skid Steer Schwartz Trailer
204		2001	Hallmark Cargo Box
205		2018	Sure-Trac Dump Trailer - Schwartz - 14,000 lb
206		2006	Well Cargo/Cargo Box Trailer
207		2020	Lowboy Triaxle Eager Beaver 55 GSL-PT
208		2021	Liberty Single Axle Trailer 5'x8' w/208A and 208B
209		2021	Liberty Tandem Axle Utility Trailer 83'x18'
210		2021	Sure-Trac 82" x 22' Equipment Trailer
211		2022	Lowboy Triaxle Eager Beaver
251		2014	Crack Pro Heated Kettle
252		2016	Conkhite Trailer
253		2023	Kaufman 22' Tilt Top Trailer
254		2023	Kaufman 4' Dump Trailer - 15,000 lb

PART 10
POST BID SUBMITTAL

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid as stated above in Part 2.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

<u>Subcontractor Name</u>	<u>Work</u>	<u>Price</u>
<u>Signal Construction</u>	<u>Electrical</u>	<u>\$5,997.50</u>
<u>Specialties</u>	<u>Monument/Survey Marker</u>	<u>\$16,650.00</u>
<u>Roudebush</u>	<u>Seeding</u>	<u>\$23,580.00</u>
<u>HighStar</u>	<u>Striping/RPM's</u>	<u>\$71,655.56</u>
<u>Pendleton Trucking</u>	<u>Hauling</u>	<u>\$307,063.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(use additional sheets if necessary)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Midwest Paving, LLC

By (Written Signature) Matt Kelley

(Printed Name): Matt Kelley

(Title): President

Important — Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

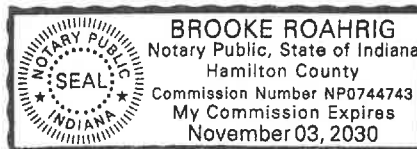
COUNTY OF Hamilton

Subscribed and sworn to before me this 28th day of February, 2025

commission expires: 11/03/2030 (Signed): Brooke Reig

Residing in Hamilton County, State Indiana

198613 3/15982-10



DOCUMENT 00 53 60 – AFFIDAVIT REGARDING CONTRACTOR DOING BUSINESS
WITH THE GOVERNMENT OF IRAN

Pursuant to Indiana Code 5-22-16.5, the Contractor entering into a Contract with the Owner is required to certify they are not engaged in business with the Government of Iran, as defined in IC 5-22-16.5.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor is not disqualified because of the requirement of IC 5-22-16.5.

(Contractor): Midwest Paving, LLC

By (Written Signature): Matt Kelley

(Printed Name): Matt Kelley

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton

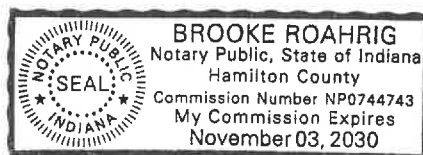
Subscribed and sworn to before me this 28th day of February,
20 25.

My commission expires: 11/03/2030

(Signed) Brooke Roaig

Residing in Hamilton County,

State of Indiana



BID BOND
City of Fishers

Instructions To Bidders:

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety Company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR (Name and Address):
Midwest Paving, LLC
11827 Greenfield Ave, Noblesville, IN 46060

SURETY (Name and Address of Principal Place of Business):
Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER City of Fishers
One Municipal Drive
Fishers, Indiana 46038

BID

Bid Due Date: 2/28/2025

Project Description ("Project"): Road Resurfacing Contract 25-1

BOND

Bond Number: Bid Bond

Date: (Not earlier than Bid due date): February 28, 2025

Penal Sum (5% of Bid Proposal): *one hundred forty nine thousand, eight hundred eighty-eight and four cents* \$ 149,888.04

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company: Midwest Paving, LLC

Signature: *Matt Kelley*

Printed: Matt Kelley

Title: Managing Member

"Surety"

Company: Continental Casualty Company

By: *Kathryn R. Postma*

Printed: Kathryn R. Postma, Attorney-in-Fact

Counter-signed: N/A

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or
 - 3.2 All Bids are rejected by Owner, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma, Angela M. Riley, Larry J. Simons, Brian T. Morton, Andrew A. Lanphere, Sarah J Smith-Hollers, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of January, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten

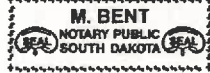
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of January, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of February, 2025

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

DATE: February 28, 2025

TO: City of Fishers

RE: CONTRACTOR: Midwest Paving, LLC

BID DATE: February 28, 2025

PROJECT: Road Resurfacing Contract 25-1

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Midwest Paving, LLC.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Kathryn R. Postma

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma, Individually

of Carmel, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No:

Principal: Midwest Paving, LLC

Obligee: City of Fishers

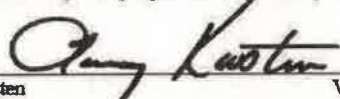
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

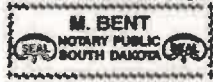

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026




M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of February, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$6,500.00	\$6,500.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$25,000.00	\$25,000.00
3	MILLING, ASPHALT, 1.5"	162023.00	SYS	\$1.00	\$162,023.00
4	MILLING, ASPHALT, 2.0"	14116.00	SYS	\$1.65	\$23,291.40
5	MONUMENT/SURVEY MARKER SET	9.00	EACH	\$1,850.00	\$16,650.00
6	HMA, BASE REPAIR, TYPE C	3587.00	TON	\$130.00	\$466,310.00
7	HMA WEDGE AND LEVEL, TYPE C	25.00	TON	\$90.00	\$2,250.00
8	HMA SURFACE 9.5mm, TYPE C	14926.00	TON	\$91.00	\$1,358,266.00
9	CONSTRUCTION SIGN, A	45.00	EACH	\$218.00	\$9,810.00
10	MAINTAINING TRAFFIC	1.00	LS	\$2,500.00	\$2,500.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	95.00	EACH	\$44.21	\$4,199.95
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	20106.00	LFT	\$0.79	\$15,883.74
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	19097.00	LFT	\$0.79	\$15,086.63
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	66.00	LFT	\$5.04	\$332.64
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"	468.00	LFT	\$1.84	\$861.12
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	92.00	LFT	\$13.88	\$1,276.96
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	25.00	EACH	\$219.00	\$5,475.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	7.00	EACH	\$234.00	\$1,638.00
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	50.00	LFT	\$13.88	\$694.00
20	TRANSVERSE MARKING, THERMO, YIELD LINE, WHITE, 24"	92.00	LFT	\$21.82	\$2,007.44
21	PAVEMENT MARKING, LINE GROOVING	3568.00	LFT	\$0.81	\$2,890.08
22	EXCAVATION, COMMON	21.00	CYS	\$210.00	\$4,410.00
23	CASTING, ADJUST TO GRADE	1.00	EACH	\$345.00	\$345.00
24	CURB AND GUTTER, REMOVE	9568.00	LFT	\$7.75	\$74,152.00
25	SIDEWALK, CONCRETE, REMOVE	2250.00	SYS	\$17.10	\$38,475.00
26	SIDEWALK, CONCRETE	2297.00	SYS	\$56.00	\$128,632.00
27	CURB RAMP, CONCRETE	792.00	SYS	\$276.00	\$218,592.00
28	CURB AND GUTTER, CONCRETE	1438.00	LFT	\$30.00	\$43,140.00
29	CURB AND GUTTER, ROLL CURB	8230.00	LFT	\$30.00	\$246,900.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	331.50	SYS	\$275.50	\$91,328.25
31	SAW CUT FOR ROADWAY LOOP AND SEALANT	75.00	LFT	\$45.00	\$3,375.00
32	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	570.00	LFT	\$3.25	\$1,852.50
33	MULCHED SEEDING, TYPE U	1179.00	SYS	\$20.00	\$23,580.00
34	ASPHALT FOR TACK COAT	33.00	TON	\$1.00	\$33.00
TOTAL				\$	\$ 2,997,760.71

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 260.00	\$ 260.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 1,000.00	\$ 1,000.00
4	MILLING, ASPHALT, 2.0"	7,800.00	SYS	\$ 1.65	\$ 12,870.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	90.00	TON	\$ 130.00	\$ 11,700.00
8	HMA SURFACE 9.5mm, TYPE C	858.00	TON	\$ 91.00	\$ 78,078.00
9	CONSTRUCTION SIGN, A	4.00	EACH	\$ 218.00	\$ 872.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 100.00	\$ 100.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	2.00	EACH	\$ 44.21	\$ 88.42
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	1,679.00	LFT	\$ 0.79	\$ 1,326.41
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	1,655.00	LFT	\$ 0.79	\$ 1,307.45
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"	468.00	LFT	\$ 1.84	\$ 861.12
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	15.00	EACH	\$ 219.00	\$ 3,285.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	1.00	EACH	\$ 234.00	\$ 234.00
20	TRANSVERSE MARKING, THERMO, YIELD LINE, WHITE, 24"	92.00	LFT	\$ 21.82	\$ 2,007.44
21	PAVEMENT MARKING, LINE GROOVING	3,568.00	LFT	\$ 0.81	\$ 2,890.08
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 118,730.92

Includes:

Road name: Cumberland Rd

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 130.00	\$ 130.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 500.00	\$ 500.00
4	MILLING, ASPHALT, 2.0"	6,316.00	SYS	\$ 1.65	\$ 10,421.40
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	450.00	TON	\$ 130.00	\$ 58,500.00
8	HMA SURFACE 9.5mm, TYPE C	695.00	TON	\$ 91.00	\$ 63,245.00
9	CONSTRUCTION SIGN, A	2.00	EACH	\$ 218.00	\$ 436.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 50.00	\$ 50.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	1.00	EACH	\$ 44.21	\$ 44.21
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	3,260.00	LFT	\$ 0.79	\$ 2,575.40
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	2,760.00	LFT	\$ 0.79	\$ 2,180.40
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	33.00	LFT	\$ 5.04	\$ 166.32
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"	-	LFT	\$ 1.84	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	35.00	LFT	\$ 13.88	\$ 485.80
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	6.00	EACH	\$ 219.00	\$ 1,314.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	4.00	EACH	\$ 234.00	\$ 936.00
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 142,835.53

Includes:

Road name: E. 106th Street

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 130.00	\$ 130.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 500.00	\$ 500.00
3	MILLING, ASPHALT, 1.5"	5,007.00	SYS	\$ 1.00	\$ 5,007.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	255.00	TON	\$ 130.00	\$ 33,150.00
8	HMA SURFACE 9.5mm, TYPE C	413.00	TON	\$ 91.00	\$ 37,583.00
9	CONSTRUCTION SIGN, A	6.00	EACH	\$ 218.00	\$ 1,308.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 50.00	\$ 50.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	9.00	EACH	\$ 44.21	\$ 397.89
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	11,282.00	LFT	\$ 0.79	\$ 8,912.78
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	11,282.00	LFT	\$ 0.79	\$ 8,912.78
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	20.00	LFT	\$ 13.88	\$ 277.60
22	EXCAVATION, COMMON	15.00	CYS	\$ 210.00	\$ 3,150.00
28	CURB AND GUTTER, CONCRETE	100.00	LFT	\$ 30.00	\$ 3,000.00
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 104,230.05

Includes:

Road name: Gray Eagle Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 780.00	\$ 780.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 3,000.00	\$ 3,000.00
3	MILLING, ASPHALT, 1.5"	23,307.00	SYS	\$ 1.00	\$ 23,307.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	626.00	TON	\$ 130.00	\$ 81,380.00
8	HMA SURFACE 9.5mm, TYPE C	1,926.00	TON	\$ 91.00	\$ 175,266.00
9	CONSTRUCTION SIGN, A	7.00	EACH	\$ 218.00	\$ 1,526.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 300.00	\$ 300.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	11.00	EACH	\$ 44.21	\$ 486.31
24	CURB AND GUTTER, REMOVE	1,215.00	LFT	\$ 7.75	\$ 9,416.25
25	SIDEWALK, CONCRETE, REMOVE	300.00	SYS	\$ 17.10	\$ 5,130.00
26	SIDEWALK, CONCRETE	300.00	SYS	\$ 56.00	\$ 16,800.00
27	CURB RAMP, CONCRETE	109.00	SYS	\$ 276.00	\$ 30,084.00
28	CURB AND GUTTER, CONCRETE	180.00	LFT	\$ 30.00	\$ 5,400.00
29	CURB AND GUTTER, ROLL CURB	1,035.00	LFT	\$ 30.00	\$ 31,050.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	45.00	SYS	\$ 275.50	\$ 12,397.50
33	MULCHED SEEDING, TYPE U	242.00	SYS	\$ 20.00	\$ 4,840.00
34	ASPHALT FOR TACK COAT	5.50	TON	\$ 1.00	\$ 5.50
TOTAL				\$	\$ 403,018.56

Includes:

Road name: Hoosier Rd

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 130.00	\$ 130.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 500.00	\$ 500.00
3	MILLING, ASPHALT, 1.5"	5,757.00	SYS	\$ 1.00	\$ 5,757.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	191.00	TON	\$ 130.00	\$ 24,830.00
7	HMA WEDGE AND LEVEL, TYPE B	25.00	TON	\$ 90.00	\$ 2,250.00
8	HMA SURFACE 9.5mm, TYPE C	475.00	TON	\$ 91.00	\$ 43,225.00
9	CONSTRUCTION SIGN, A	3.00	EACH	\$ 218.00	\$ 654.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 50.00	\$ 50.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	1.00	EACH	\$ 44.21	\$ 44.21
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	3,885.00	LFT	\$ 0.79	\$ 3,069.15
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	3,400.00	LFT	\$ 0.79	\$ 2,686.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	33.00	LFT	\$ 5.04	\$ 166.32
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"		LFT	\$ 1.84	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	37.00	LFT	\$ 13.88	\$ 513.56
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	4.00	EACH	\$ 219.00	\$ 876.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	2.00	EACH	\$ 234.00	\$ 468.00
24	CURB AND GUTTER, REMOVE	28.00	LFT	\$ 7.75	\$ 217.00
25	SIDEWALK, CONCRETE, REMOVE	20.00	SYS	\$ 17.10	\$ 342.00
26	SIDEWALK, CONCRETE	20.00	SYS	\$ 56.00	\$ 1,120.00
27	CURB RAMP, CONCRETE	7.00	SYS	\$ 276.00	\$ 1,932.00
28	CURB AND GUTTER, CONCRETE	12.00	LFT	\$ 30.00	\$ 360.00
29	CURB AND GUTTER, ROLL CURB	16.00	LFT	\$ 30.00	\$ 480.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	3.00	SYS	\$ 275.50	\$ 826.50
31	SAW CUT FOR ROADWAY LOOP AND SEALANT	75.00	LFT	\$ 45.00	\$ 3,375.00
32	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	570.00	LFT	\$ 3.25	\$ 1,852.50
33	MULCHED SEEDING, TYPE U	2.00	SYS	\$ 20.00	\$ 40.00
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 97,615.24

Includes:

Road name: Sandstone Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 2,080.00	\$ 2,080.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 8,000.00	\$ 8,000.00
3	MILLING, ASPHALT, 1.5"	54,322.00	SYS	\$ 1.00	\$ 54,322.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	556.00	TON	\$ 130.00	\$ 72,280.00
8	HMA SURFACE 9.5mm, TYPE C	4,482.00	TON	\$ 91.00	\$ 407,862.00
9	CONSTRUCTION SIGN, A	21.00	EACH	\$ 218.00	\$ 4,578.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 800.00	\$ 800.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	33.00	EACH	\$ 44.21	\$ 1,458.93
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	50.00	LFT	\$ 13.88	\$ 694.00
23	CASTING, ADJUST TO GRADE	1.00	EACH	\$ 345.00	\$ 345.00
24	CURB AND GUTTER, REMOVE	3,365.00	LFT	\$ 7.75	\$ 26,078.75
25	SIDEWALK, CONCRETE, REMOVE	670.00	SYS	\$ 17.10	\$ 11,457.00
26	SIDEWALK, CONCRETE	670.00	SYS	\$ 56.00	\$ 37,520.00
27	CURB RAMP, CONCRETE	235.00	SYS	\$ 276.00	\$ 64,860.00
28	CURB AND GUTTER, CONCRETE	402.00	LFT	\$ 30.00	\$ 12,060.00
29	CURB AND GUTTER, ROLL CURB	2,963.00	LFT	\$ 30.00	\$ 88,890.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	94.50	SYS	\$ 275.50	\$ 26,034.75
33	MULCHED SEEDING, TYPE U	464.00	SYS	\$ 20.00	\$ 9,280.00
34	ASPHALT FOR TACK COAT	10.00	TON	\$ 1.00	\$ 10.00
TOTAL				\$	\$ 830,460.43

Includes:

Road name: Sawgrass Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 1,950.00	\$ 1,950.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 7,500.00	\$ 7,500.00
3	MILLING, ASPHALT, 1.5"	49962.00	SYS	\$ 1.00	\$ 49,962.00
5	MONUMENT/SURVEY MARKER SET	2.00	EACH	\$ 1,850.00	\$ 3,700.00
6	HMA, BASE REPAIR, TYPE B	1149.00	TON	\$ 130.00	\$ 149,370.00
8	HMA SURFACE 9.5mm, TYPE C	4124.00	TON	\$ 91.00	\$ 375,284.00
9	CONSTRUCTION SIGN, A	2.00	EACH	\$ 218.00	\$ 436.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 750.00	\$ 750.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	27.00	EACH	\$ 44.21	\$ 1,193.67
22	EXCAVATION, COMMON	6.00	CYS	\$ 210.00	\$ 1,260.00
24	CURB AND GUTTER, REMOVE	3749.00	LFT	\$ 7.75	\$ 29,054.75
25	SIDEWALK, CONCRETE, REMOVE	850.00	SYS	\$ 17.10	\$ 14,535.00
26	SIDEWALK, CONCRETE	897.00	SYS	\$ 56.00	\$ 50,232.00
27	CURB RAMP, CONCRETE	297.50	SYS	\$ 276.00	\$ 82,110.00
28	CURB AND GUTTER, CONCRETE	498.00	LFT	\$ 30.00	\$ 14,940.00
29	CURB AND GUTTER, ROLL CURB	3251.00	LFT	\$ 30.00	\$ 97,530.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	127.50	SYS	\$ 275.50	\$ 35,126.25
33	MULCHED SEEDING, TYPE U	366.00	SYS	\$ 20.00	\$ 7,320.00
34	ASPHALT FOR TACK COAT	8.50	TON	\$ 1.00	\$ 8.50
TOTAL				\$	\$ 922,262.17

Includes:

Road name: Sawgrass Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 1,040.00	\$ 1,040.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 4,000.00	\$ 4,000.00
3	MILLING, ASPHALT, 1.5"	23,668.00	SYS	\$ 1.00	\$ 23,668.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	270.00	TON	\$ 130.00	\$ 35,100.00
8	HMA SURFACE 9.5mm, TYPE C	1,953.00	TON	\$ 91.00	\$ 177,723.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 400.00	\$ 400.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	11.00	EACH	\$ 44.21	\$ 486.31
24	CURB AND GUTTER, REMOVE	1,211.00	LFT	\$ 7.75	\$ 9,385.25
25	SIDEWALK, CONCRETE, REMOVE	410.00	SYS	\$ 17.10	\$ 7,011.00
26	SIDEWALK, CONCRETE	410.00	SYS	\$ 56.00	\$ 22,960.00
27	CURB RAMP, CONCRETE	143.50	SYS	\$ 276.00	\$ 39,606.00
28	CURB AND GUTTER, CONCRETE	246.00	LFT	\$ 30.00	\$ 7,380.00
29	CURB AND GUTTER, ROLL CURB	965.00	LFT	\$ 30.00	\$ 28,950.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	61.50	SYS	\$ 275.50	\$ 16,943.25
33	MULCHED SEEDING, TYPE U	105.00	SYS	\$ 20.00	\$ 2,100.00
34	ASPHALT FOR TACK COAT	5.00	TON	\$ 1.00	\$ 5.00
TOTAL				\$	\$ 378,607.81

Includes:

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 20th day of March, 2025, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Midwest Paving, LLC ("Contractor"), for the project described as "Road Resurfacing Contract 25-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

City of Fishers Engineering Department
One Municipal Drive
Fishers, Indiana 46038

Contractor:

Midwest Paving, LLC
11827 Greenfield Avenue
Noblesville, IN 46060

Project:

Road Resurfacing Contract 25-1

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. Supervision and Construction Procedures. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. Labor and Materials. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. Taxes. If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. Permits, Fees and Notices. Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. Survey. Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. Clean-Up. Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. Subcontractors. Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. Contractor's Representations. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____ One Hundred and eighty _____ (180_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____ thirty _____ (30_) days after the date when the Contract Time commences to run. The term "day" as used in the

Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. Commencement. It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. Overtime. Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. Delay. Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One

thousand dollars (\$1,000.00) for each day that expires after the time specified herein for each Intermediate Completion Milestone until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One thousand dollars (\$1,000.00) for each day that expires after the time specified herein for completion and readiness for final payment.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of Two Million,

Nine Hundred Ninety-Seven Thousand, Seven Hundred Sixty dollars and Seventy-One cents, (\$ 2,997,760.71)

("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported

by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is

hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the

Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract

Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Hatem Mekky, P.E.
City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Matt Kelley
11827 Greenfield Avenue
Noblesville, IN 46060

Article 12. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. No Third Party Beneficiaries. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. Prior Agreements. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. Owner's Property. Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. Relationship. The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions

hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

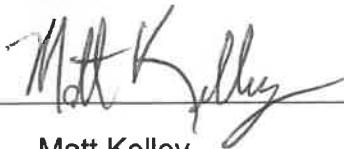
IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY:  _____

Printed Name: _____ Printed Name: Matt Kelley

Title: _____ Title: President

Date: _____ Date: 03/20/2025

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 25-1

WORK: Asphalt Road Resurfacing, ADA curb ramp reconstruction & Miscellaneous paving work in Sawgrass, E. 106th St., 106th/USA RAB, Sandstone, Grey Eagle, Summerlin Trails, Hoosier Rd, and Cumberland Rd.

DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038

CITY OF FISHERS, INDIANA

Appendix B Enumeration of

Contract Documents

1. This Agreement (pages A-1 to A-15, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers____to ____inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered____through____, inclusive with each sheet bearing the general title:
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. _____
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-__, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the “Work”)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Midwest Paving, LLC

By (Written Signature) *Matt Kelley*

(Printed Name): Matt Kelley

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

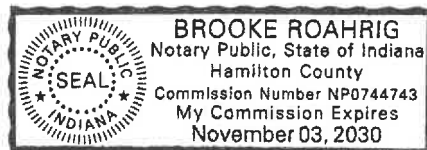
COUNTY OF Hamilton

Subscribed and sworn to before me this 20th day of March, 2025

My commission expires: 11/03/2030 (Signed): *Brooke Roahrig*

Residing in Hamilton County, State Indiana

1986133/15982-10



CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

RESOLUTION NO. R032525K

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY AWARDED
ROAD REHABILITATION CONTRACT 25-1**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to rehabilitate existing roadways and upgrade existing curb ramps to ADA standards within sections of: E.106th Street, 106th/USA Roundabout, Cumberland Rd, Hoosier Rd, Sandstone, Summerlin Trails, Sawgrass, and Grey Eagle subdivisions. (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A.

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and received bid responses, which are attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Fishers now desires to award the bid to the lowest responsible and responsive bidder and enter into an agreement for the Project (“Agreement”), which is attached hereto and incorporated herein as Exhibit C.

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

- Section 1.** The Board hereby awards the Base bid for the Project to Midwest Paving LLC., which is more particularly described in Exhibit B, attached hereto and incorporated herein.
- Section 2.** The Board hereby approves the Agreement in substantially similar form as Exhibit C, attached hereto and incorporated herein.
- Section 3.** The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their intent.
- Section 4.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: Kari Adriano DATE: 3/25/25
Kari Adriano, Board Clerk



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

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

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 25-1

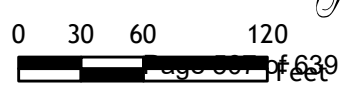
WORK: Asphalt Road Resurfacing, ADA curb ramp reconstruction & Miscellaneous paving work in Sawgrass, E. 106Th St., 106th/USA RAB, Sandstone, Grey Eagle, Summerlin Trails, Hoosier Rd, and Cumberland Rd.

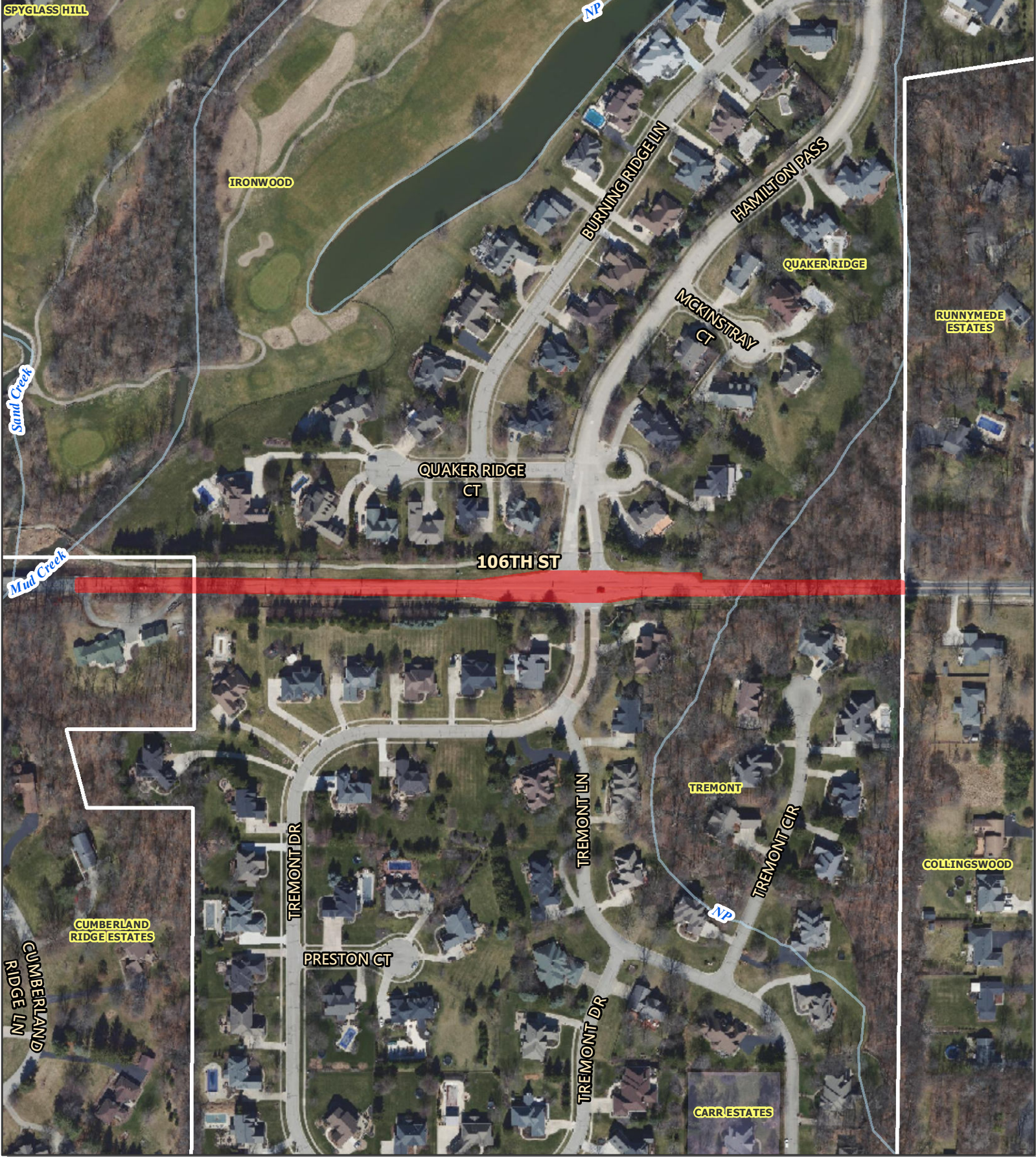
DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038



106th St & Lantern Rd RAB

Legend
Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

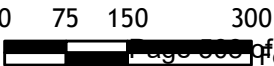


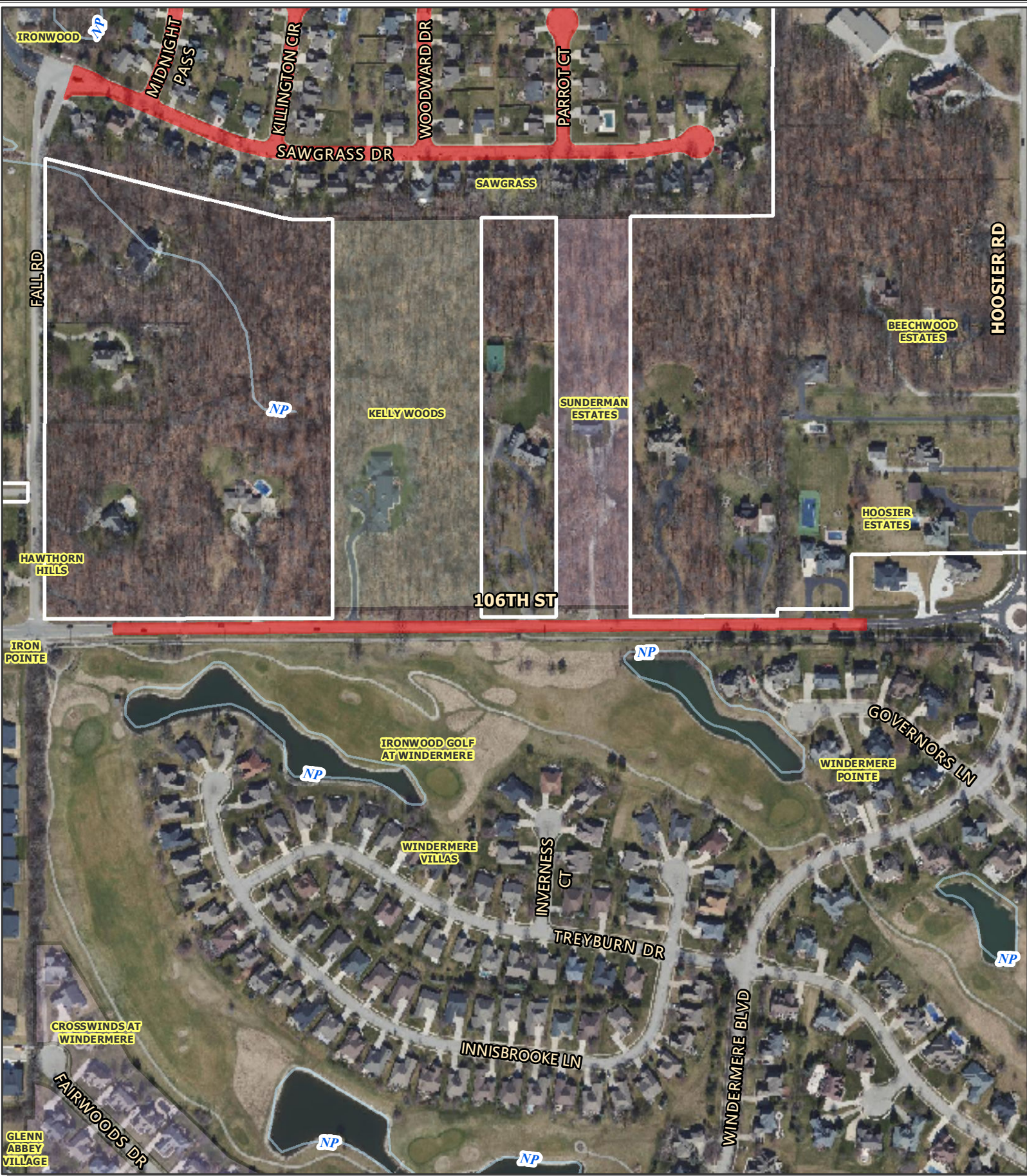


Legend
Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

Mud Creek to County Line - Approx 1600'



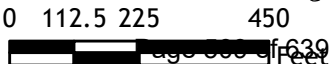


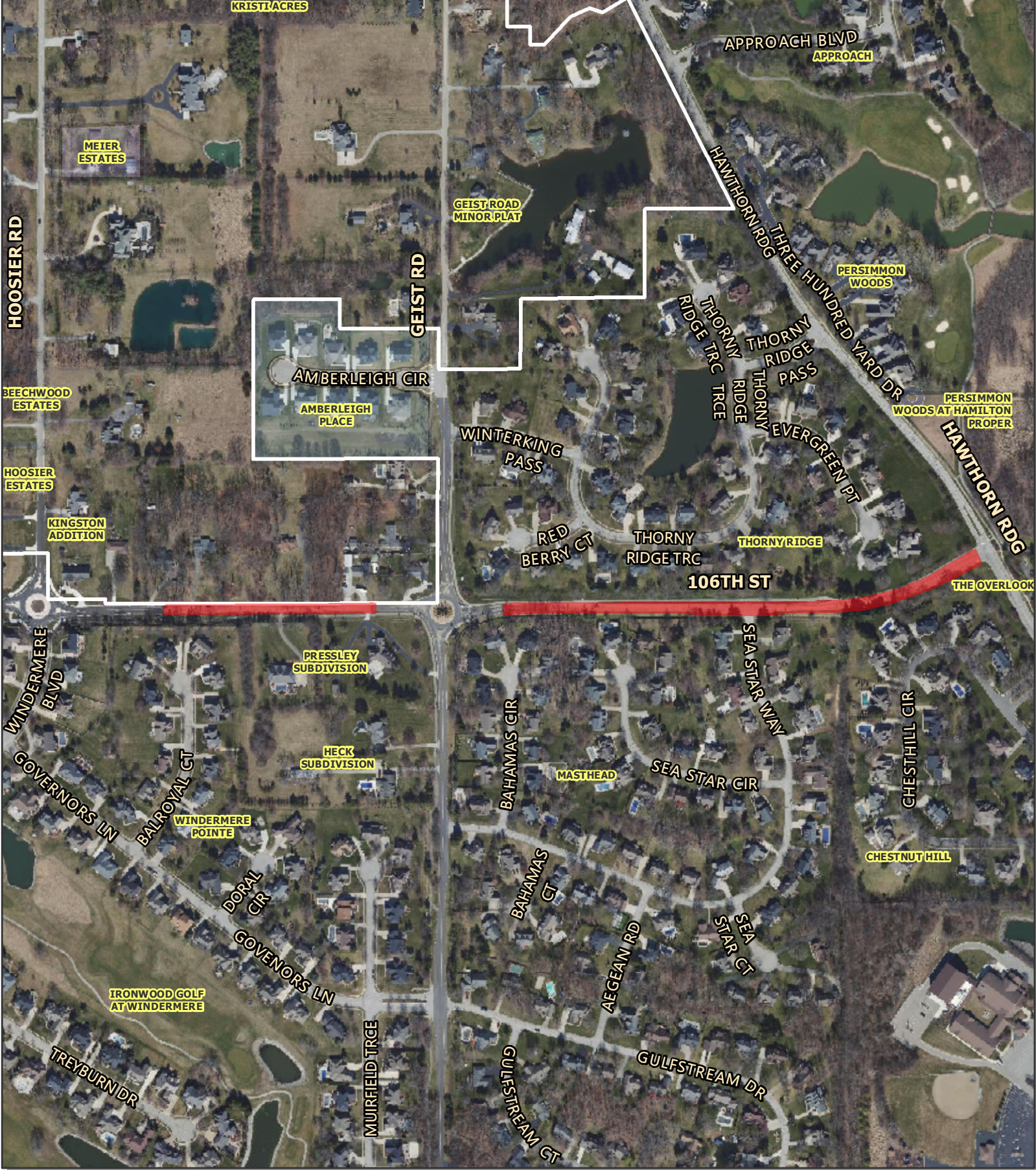
Legend

Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

Fall Rd to Hoosier Rd





Legend

 Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

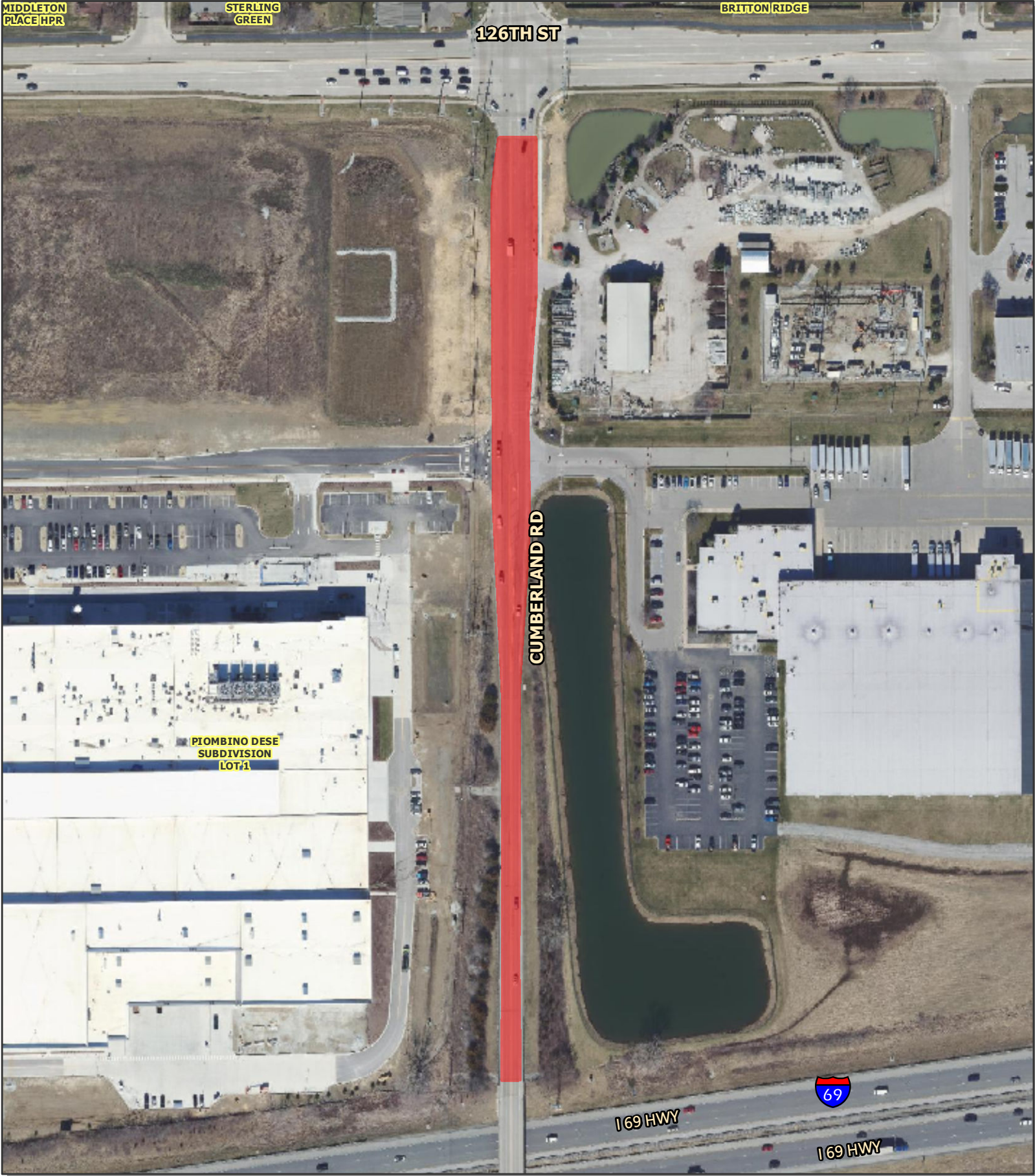
Hoosier Rd to Hawthorn Rdg



FISHERS
EST. 1872

0 137.5 275 550 Feet

Page 3 of 3



Legend

 Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Cumberland Rd

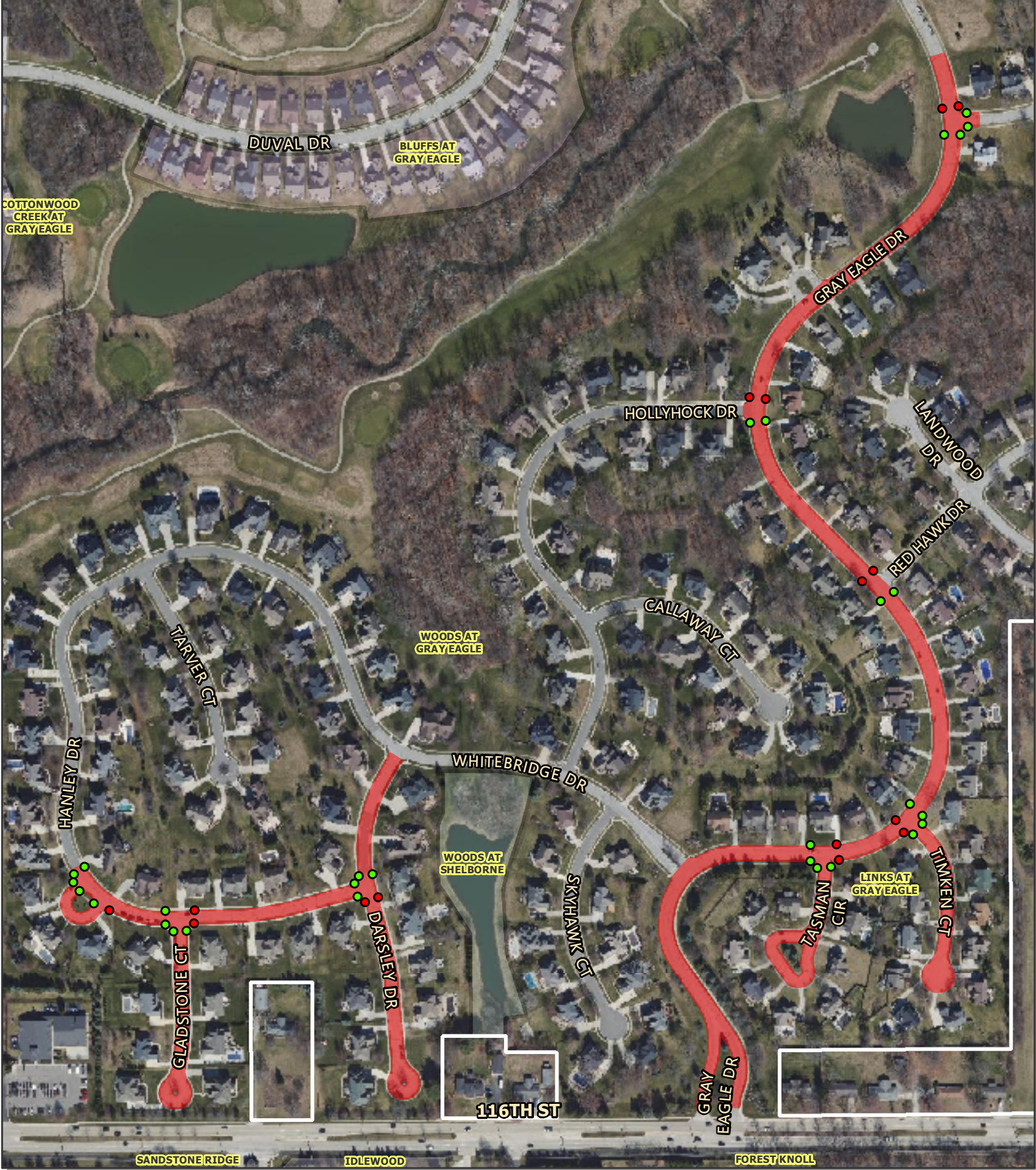
I-69 to 126th St



0 60 120 240

Feet

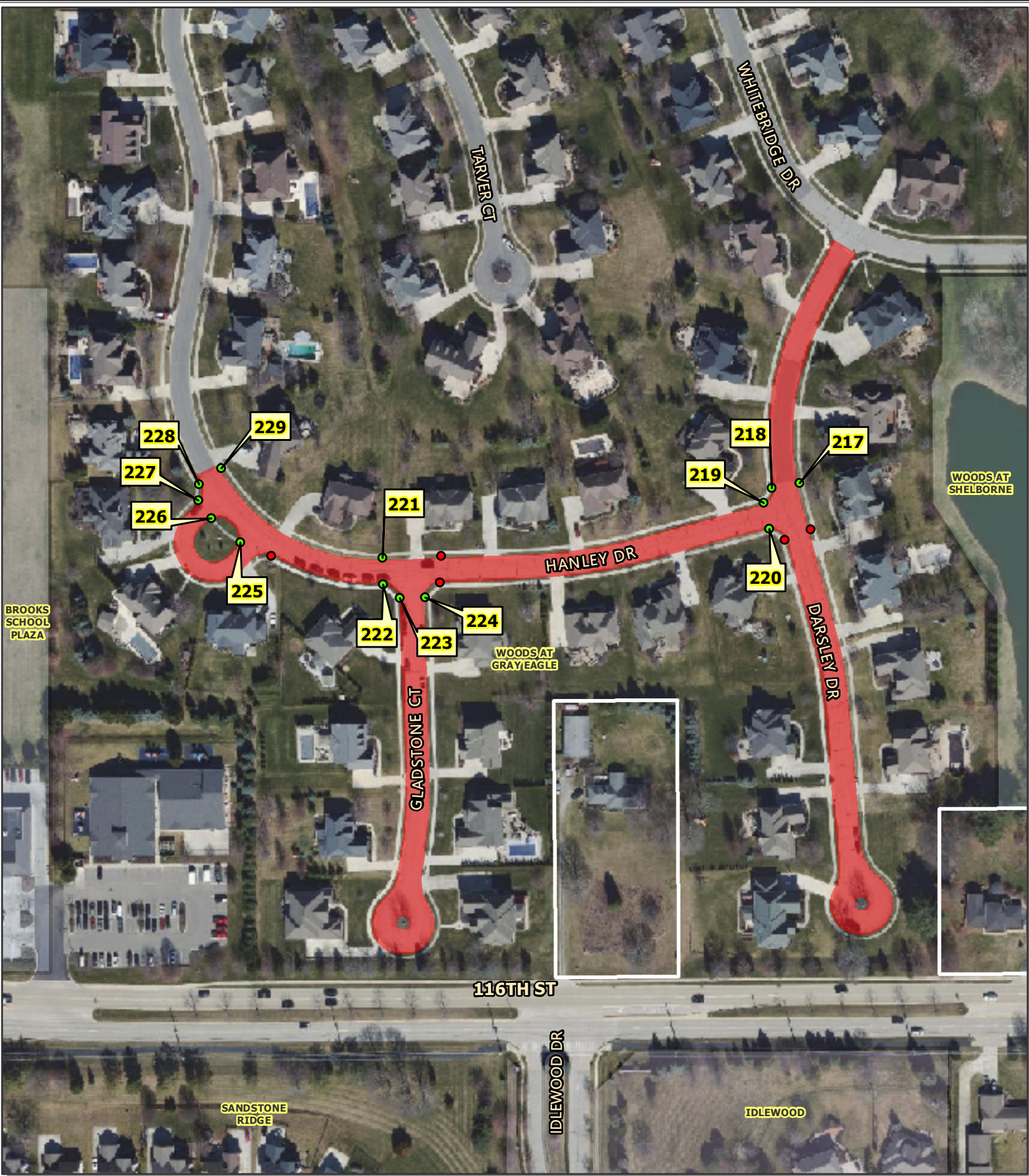




- Legend**
- ADA Ramp Reconstruction (29)
 - ADA Ramp Removal (15)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



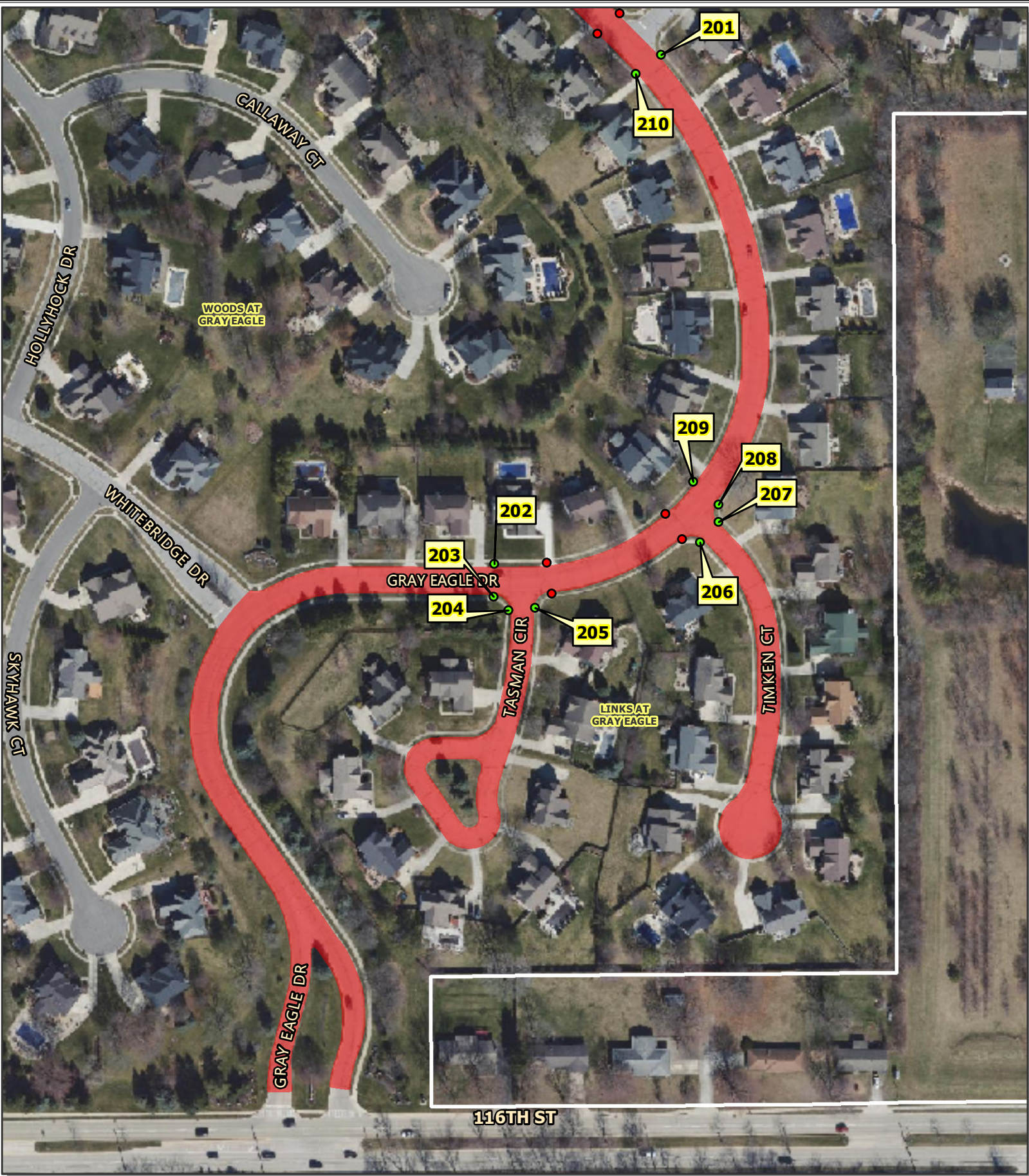


Legend

- ADA Ramp Reconstruction (13)
- ADA Ramp Removal (5)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle





- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200

Page 6 of 6



- Legend**
- ADA Ramp Reconstruction (7)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

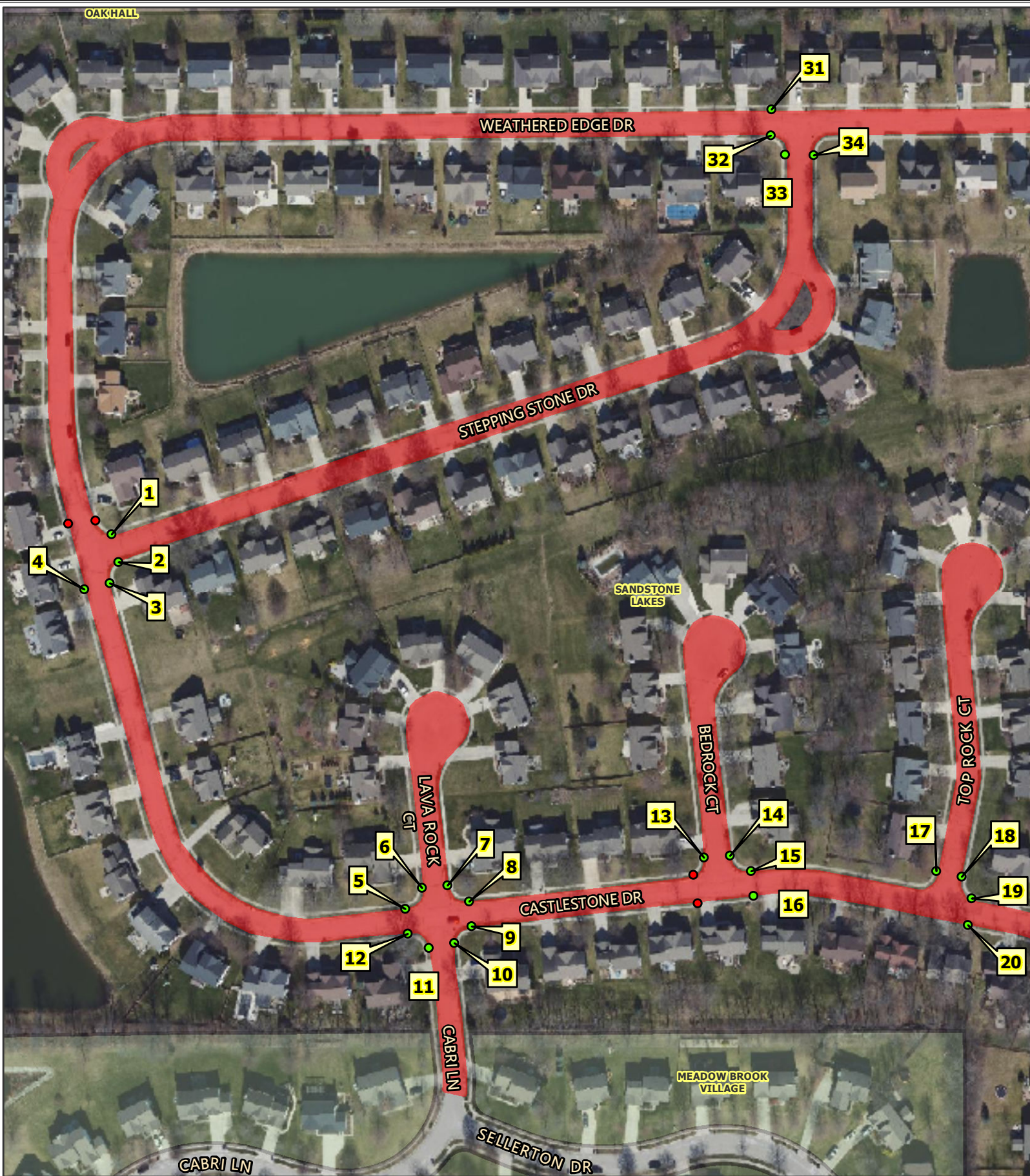
Gray Eagle



0 50 100 200

Page 6 of 6 Feet





Legend

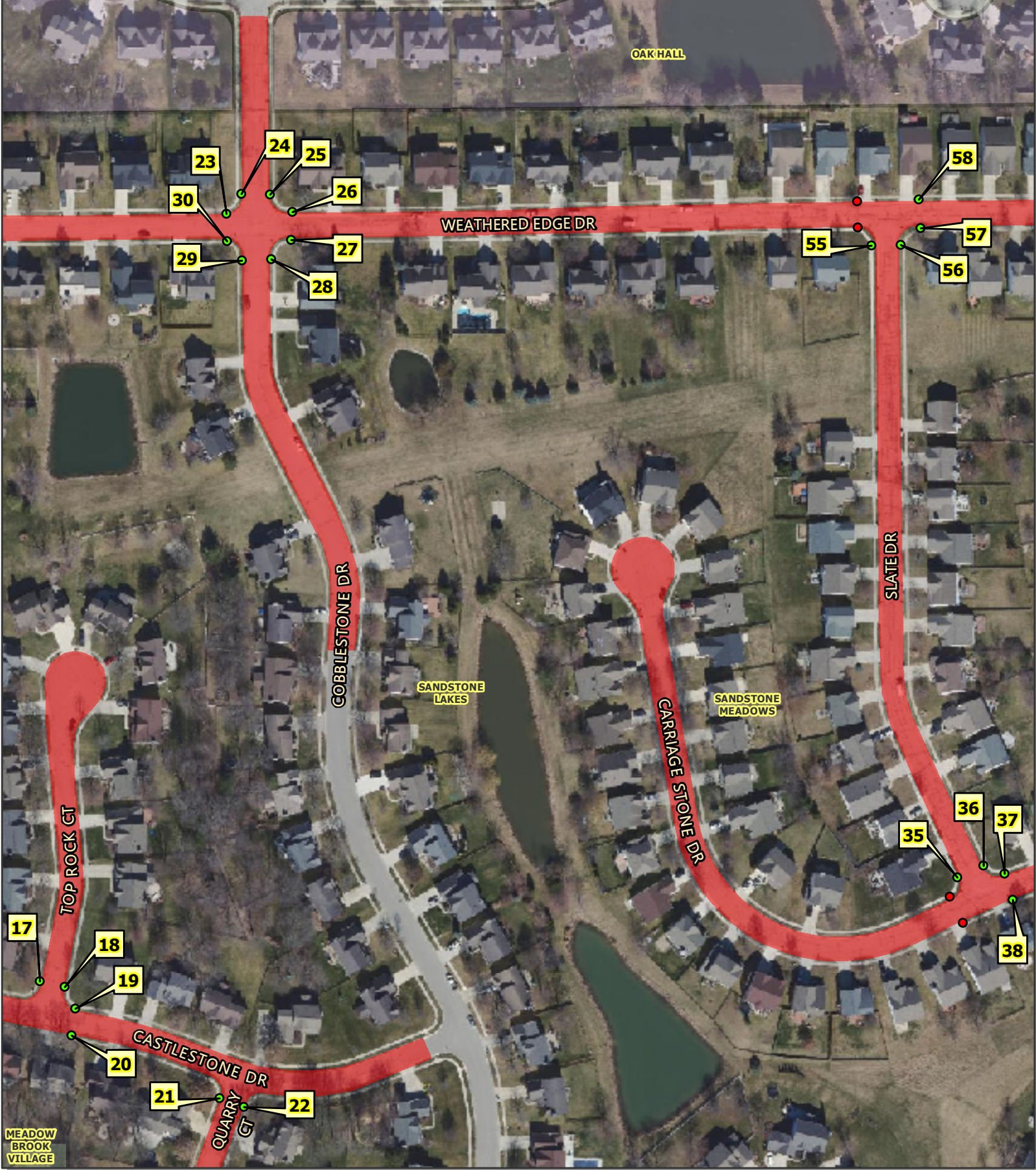
- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



0 50 100 200

Page 6 of 6 Feet



Legend

- ADA Ramp Reconstruction (22)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



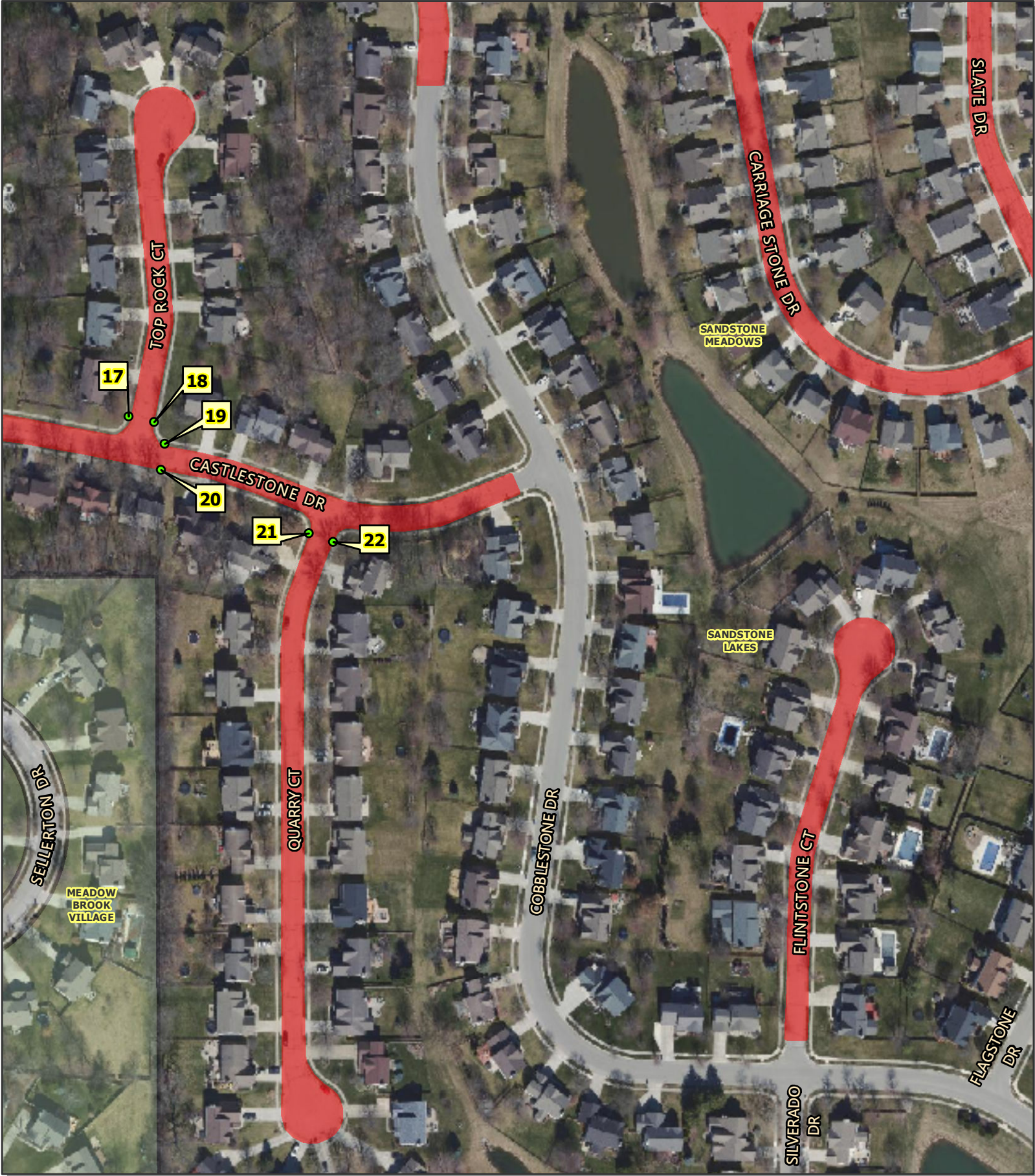
FISHERS
EST. 1872

0 50 100 200



Page 6 of 9 Feet





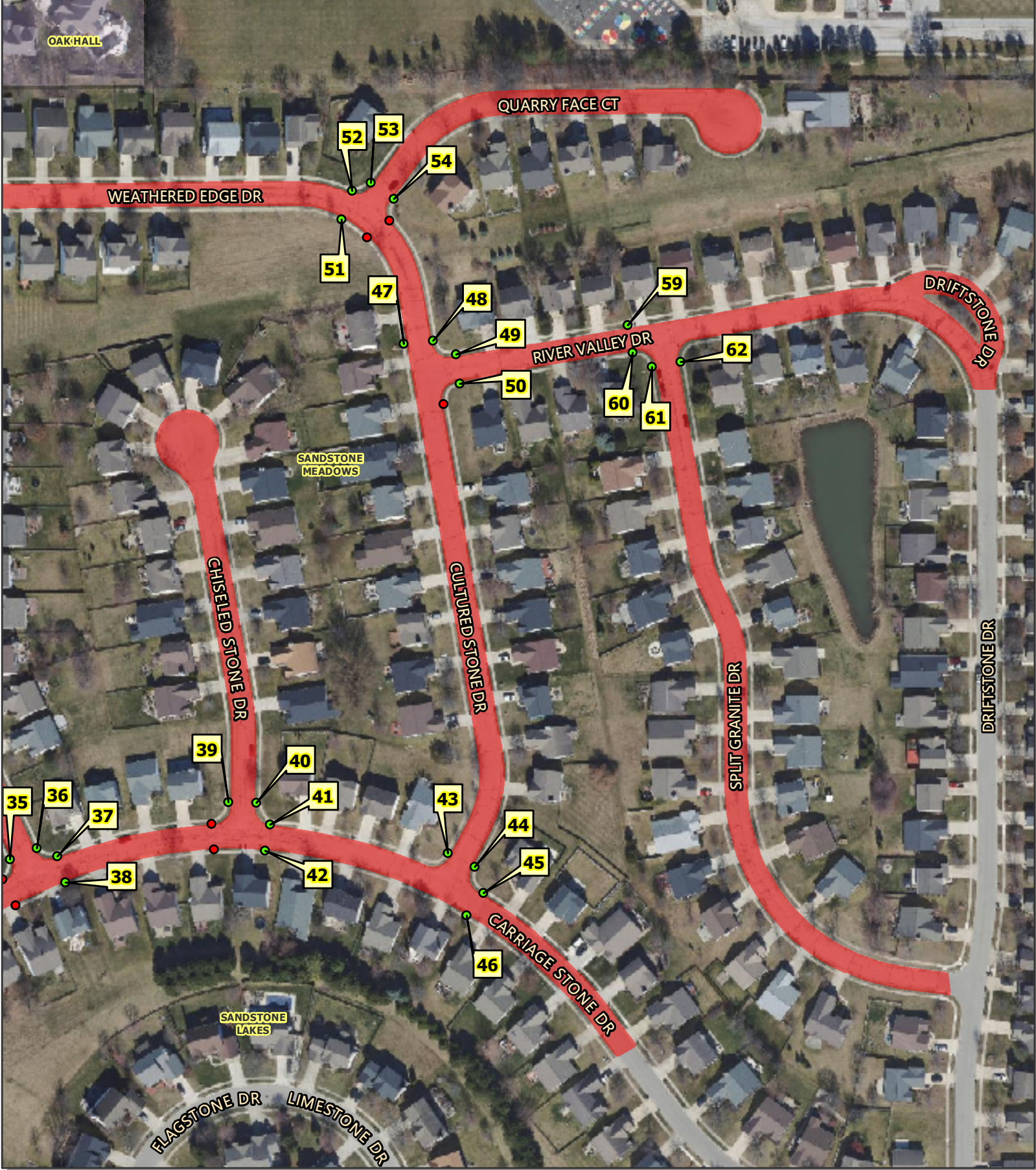
- Legend**
- ADA Ramp Reconstruction (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



0 50 100 200

Page 6 of 6 Feet



Legend

- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (7)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd

FISHERS
EST. 1872

0 50 100 200

Feet

Set 5 of 6: Sandstone & Hamble Blvd

Page 629 of 639



- Legend**
- ADA Ramp Reconstruction (7)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

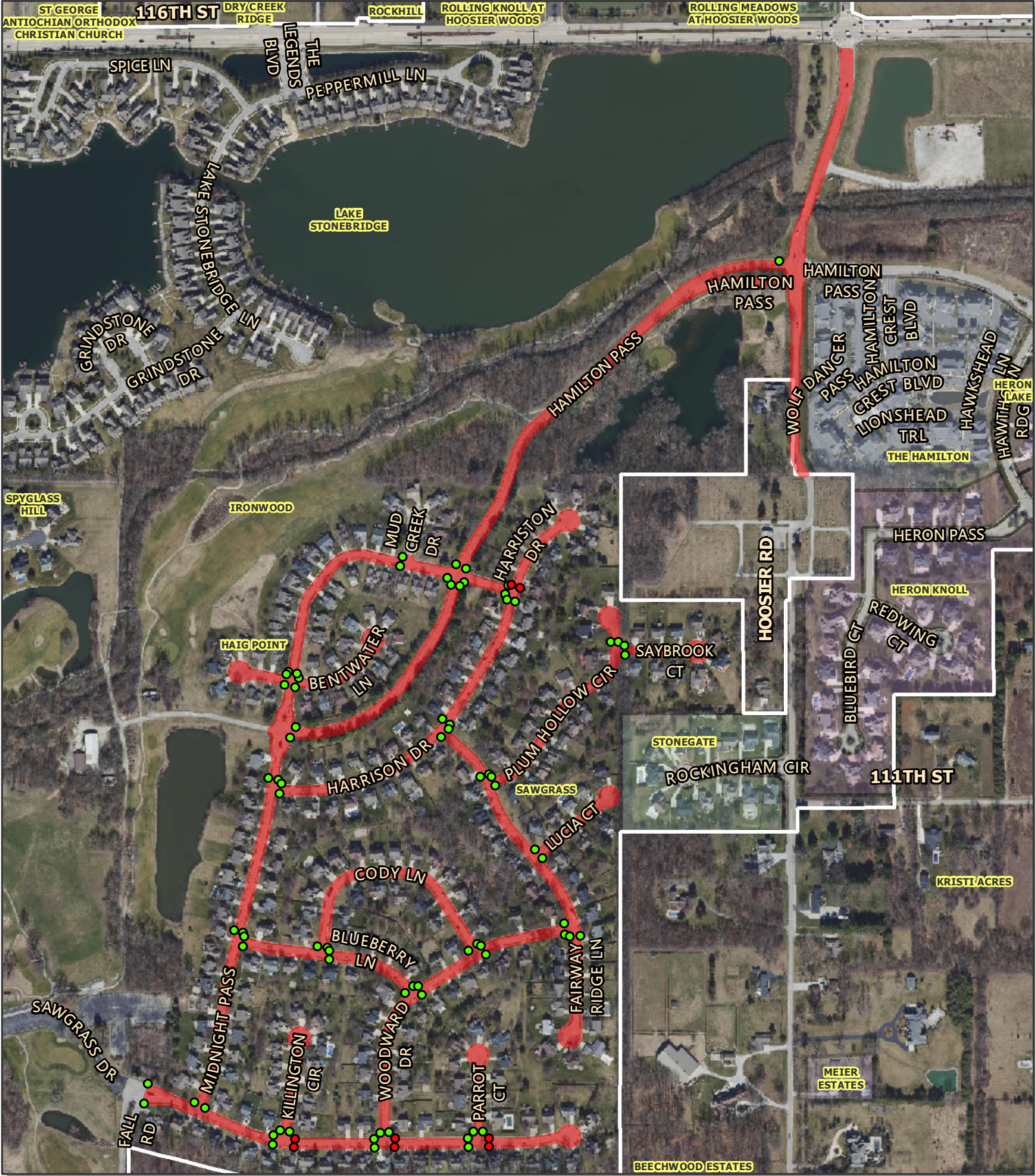
Sandstone & Hamble Blvd





0 62.5 125 250
feet

Page 62 of 639



Legend

- ADA Ramp Reconstruction (75)
- ADA Ramp Removal (8)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

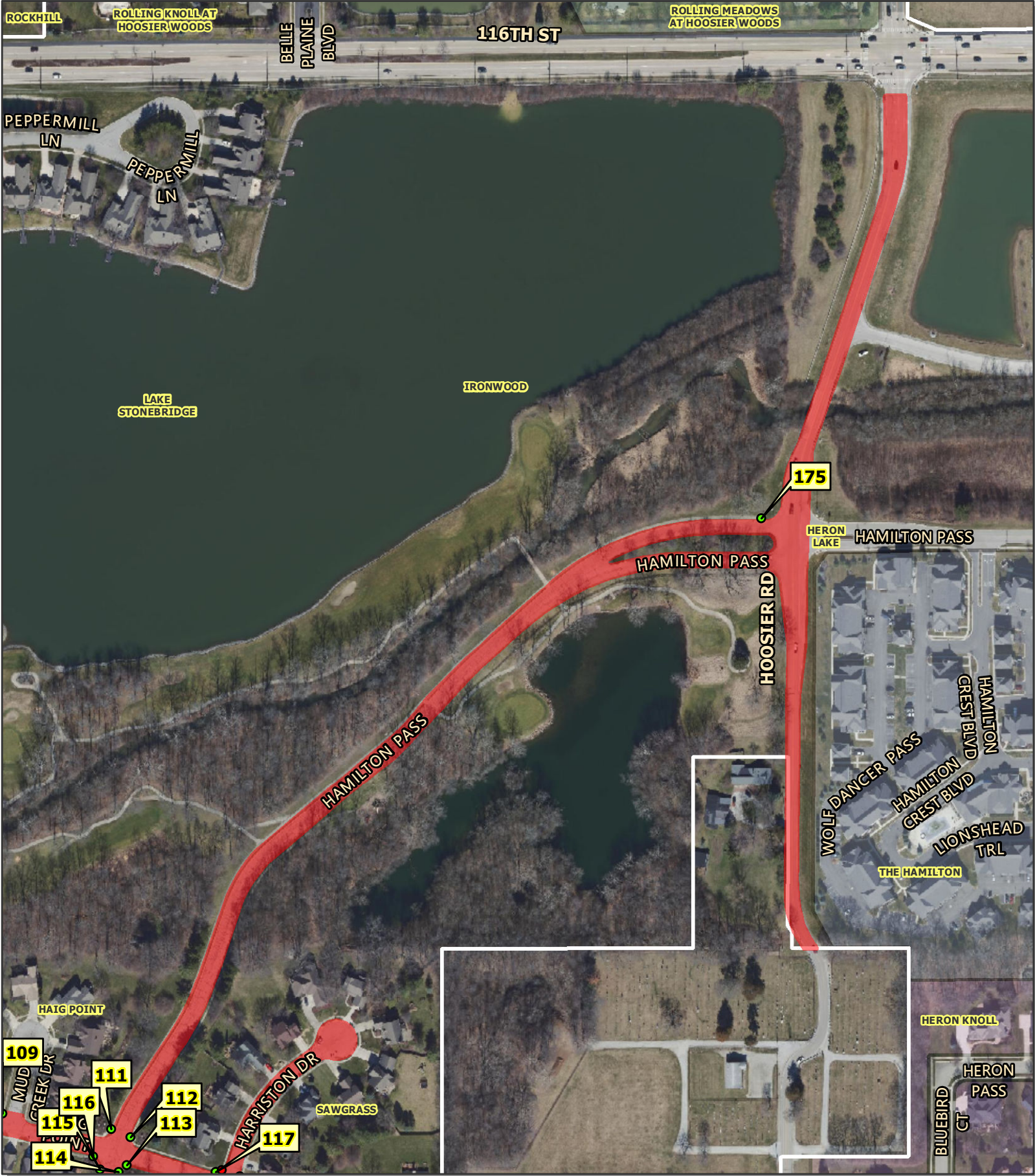


FISHERS
EST. 1872

0 165 330 660

Feet

Page 022 of 029



- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (2)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

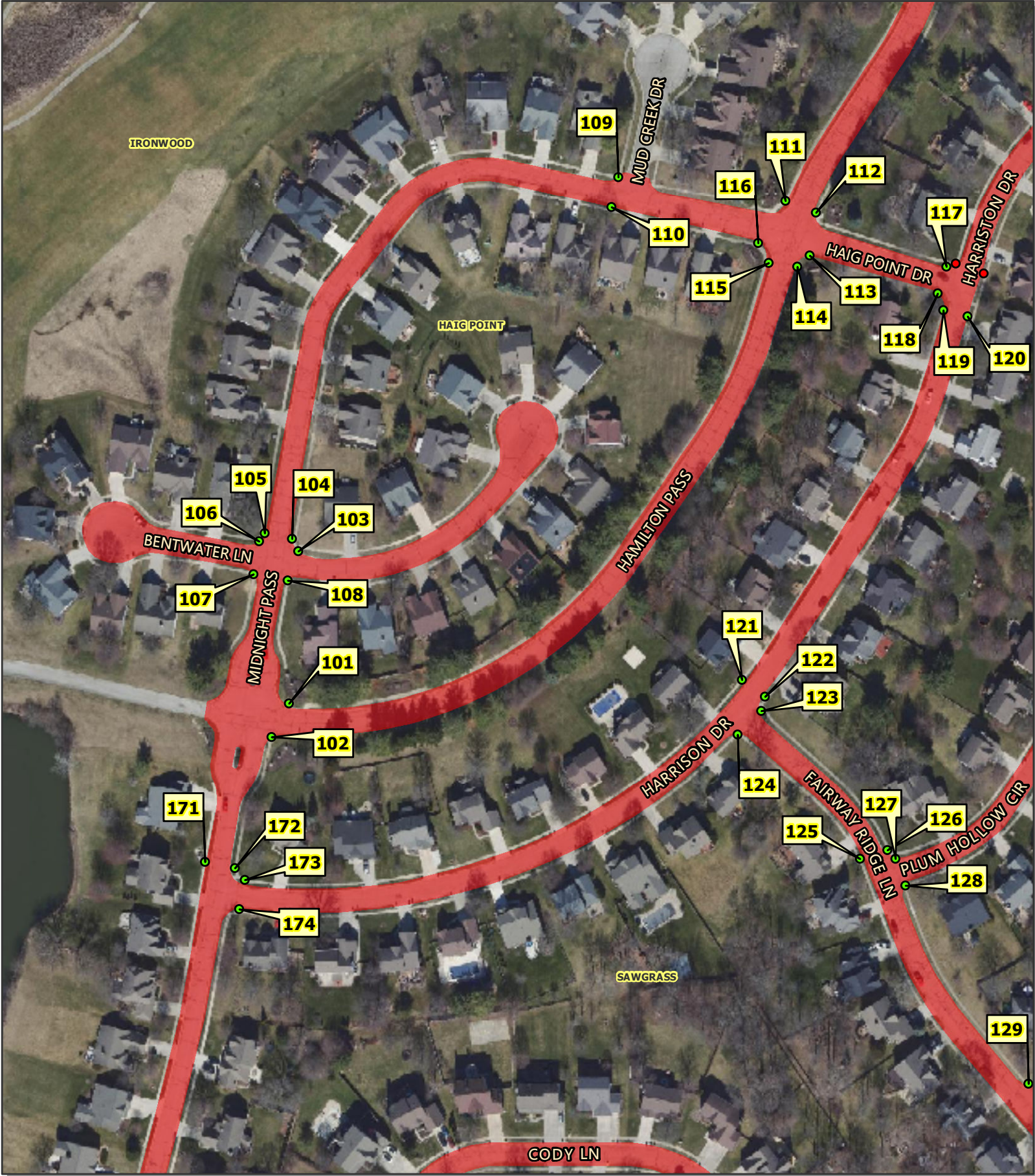
Sawgrass & Hoosier Rd



FISHERS
EST. 1872



0 80 160 320
Feet



Legend

- ADA Ramp Reconstruction (33)
- ADA Ramp Removal (2)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

FISHERS
EST. 1872

0 50 100 200

Page 02 of 639

Set 3 of 6: Sawgrass & Hoosier Rd



Legend

- ADA Ramp Reconstruction (26)
- ADA Ramp Removal (2)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

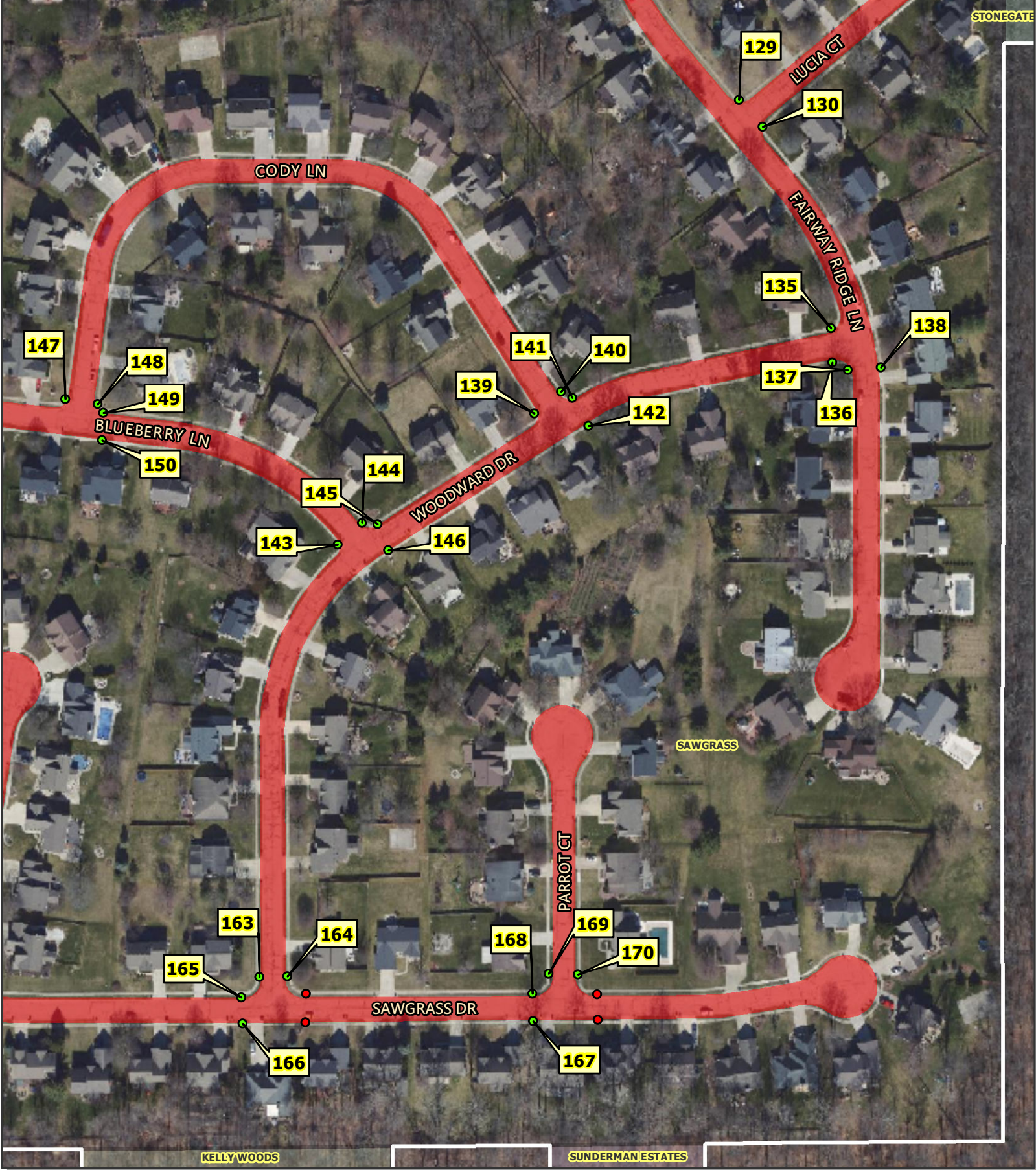


FISHERS
EST. 1872



0 50 100 200 Feet

Page 626 of 639



Legend

- ADA Ramp Reconstruction (26)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

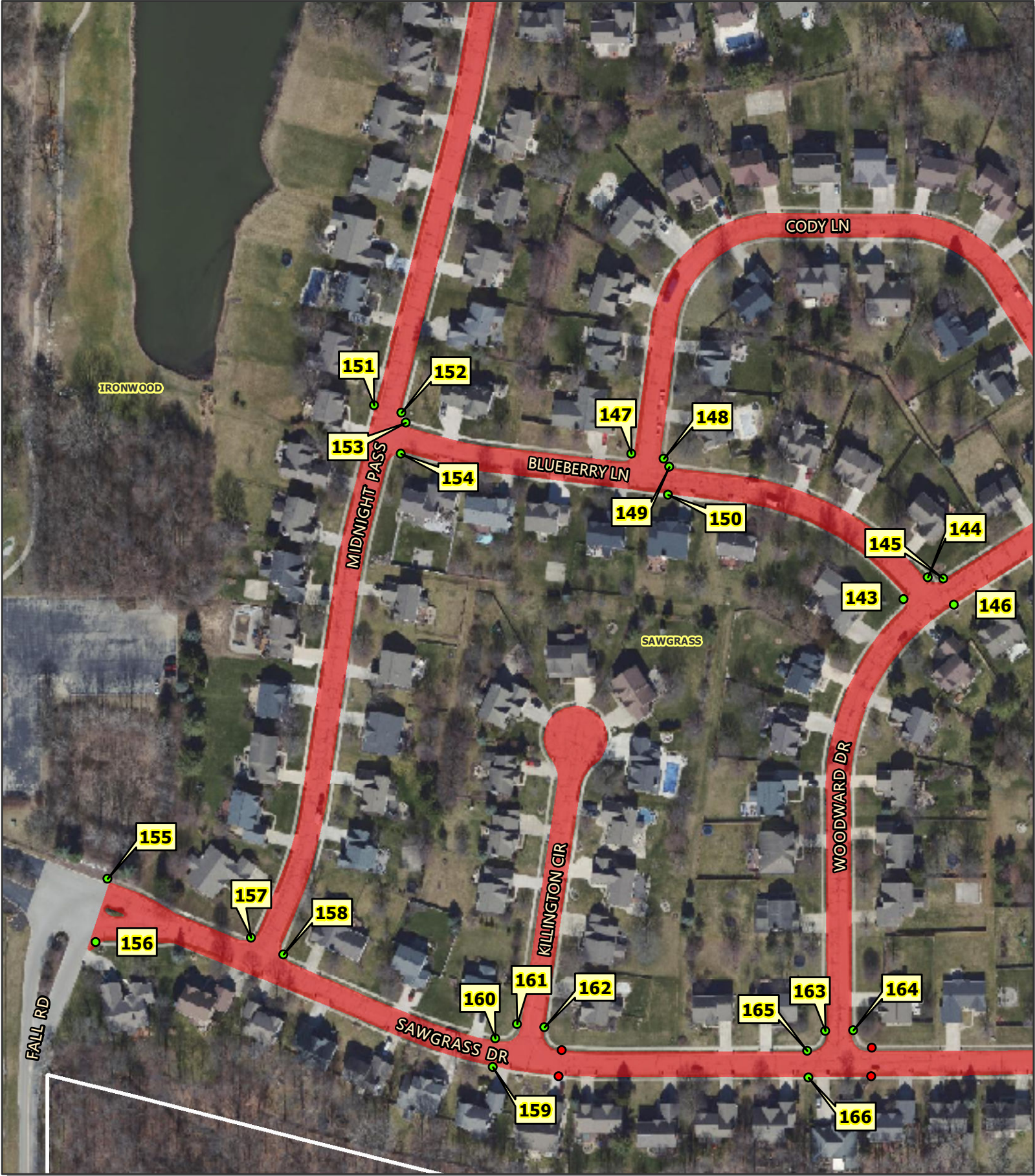
Sawgrass & Hoosier Rd

FISHERS
EST. 1872

0 50 100 200

Set 5 of 6: Sawgrass & Hoosier Rd

Page 626 of 639



Legend

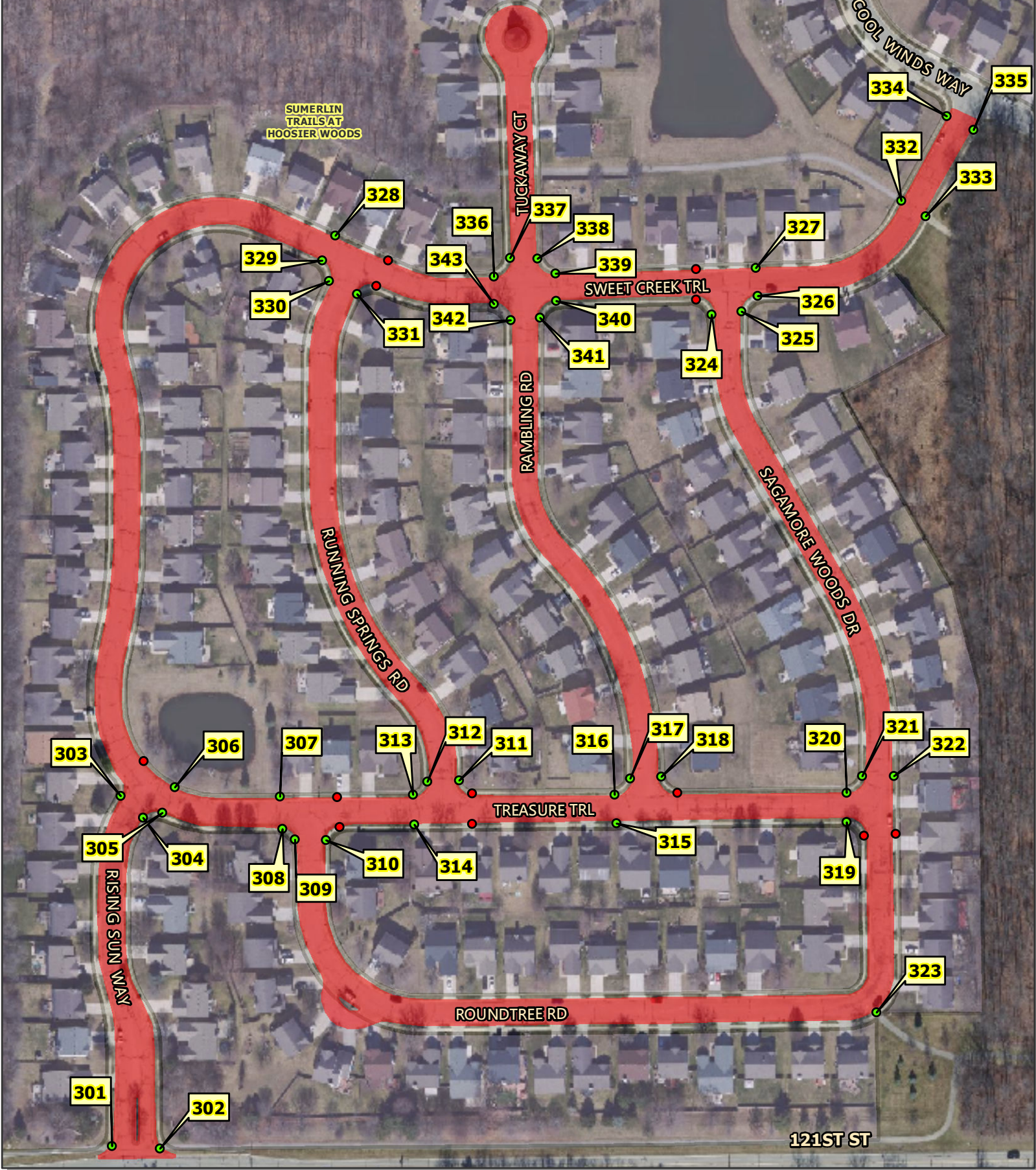
- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

0 50 100 200

Page 621 of 639

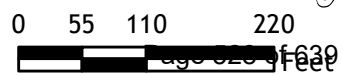
Set 6 of 6: Sawgrass & Hoosier Rd



Legend

- ADA Ramp Reconstruction (43)
- ADA Ramp Removal (12)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sumerlin Trails





106th St & Lantern Rd RAB

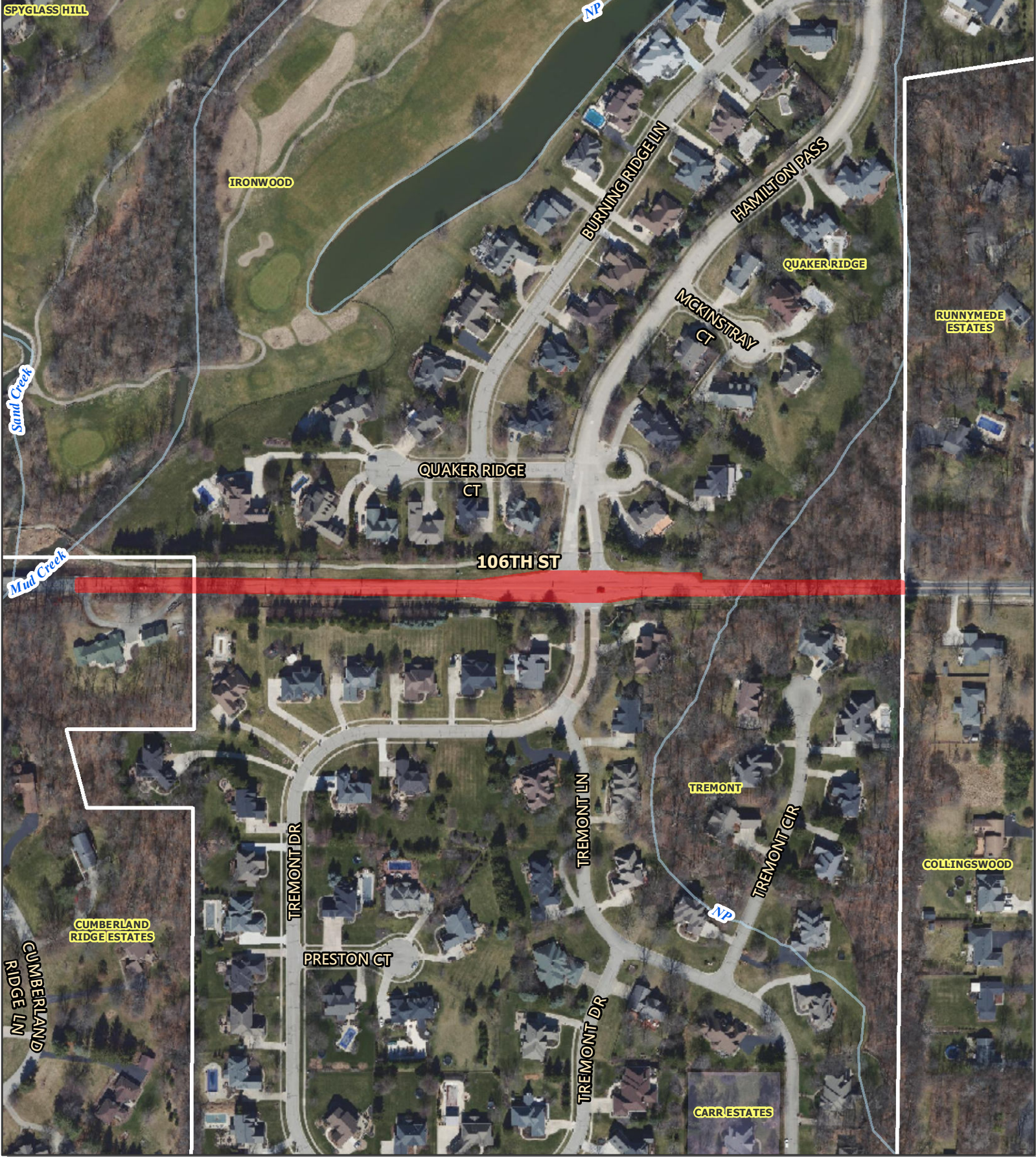
Legend

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0 30 60 120

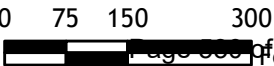
Feet

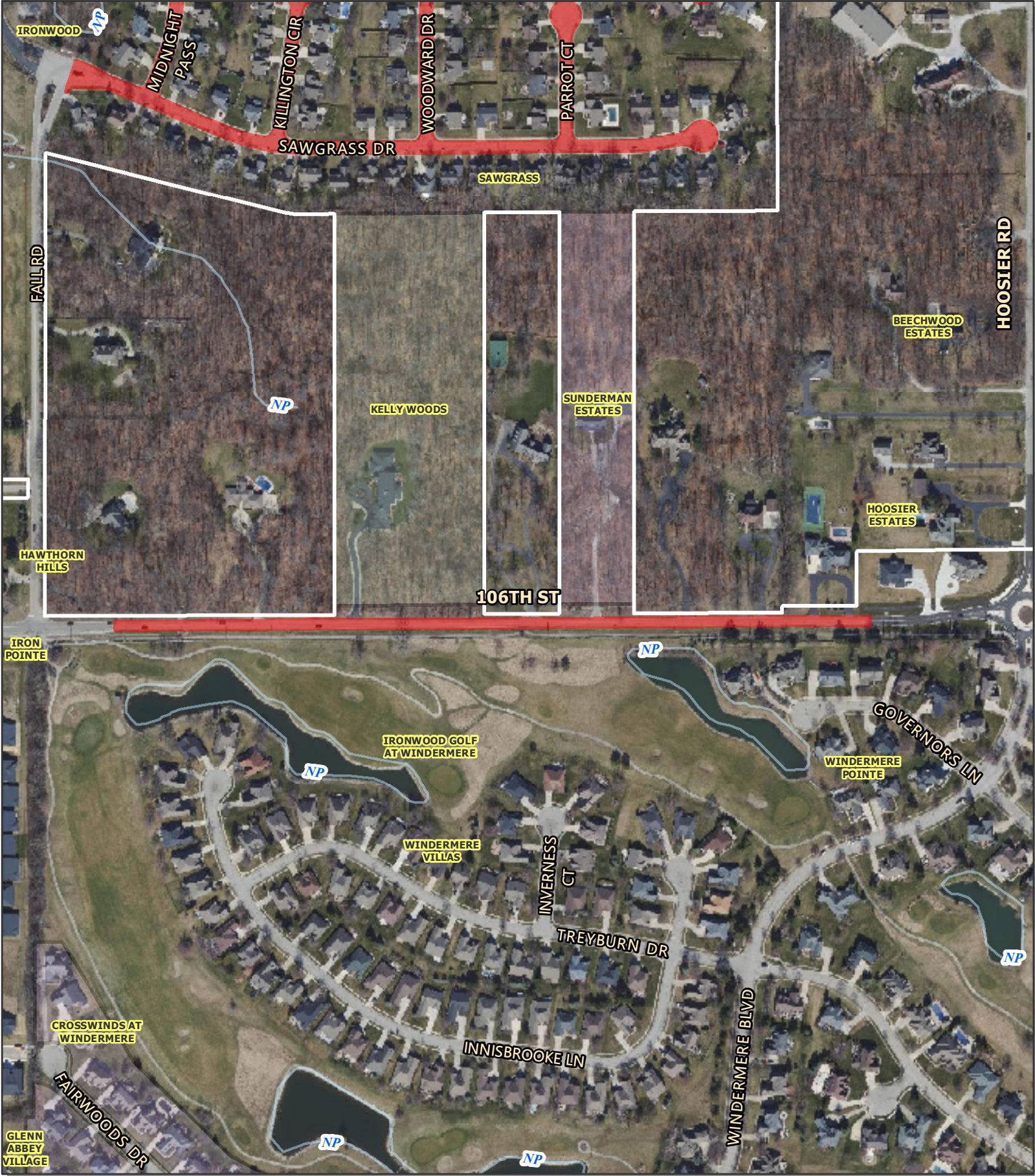


Legend
Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

Mud Creek to County Line - Approx 1600'





Legend

Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

106th St

Fall Rd to Hoosier Rd

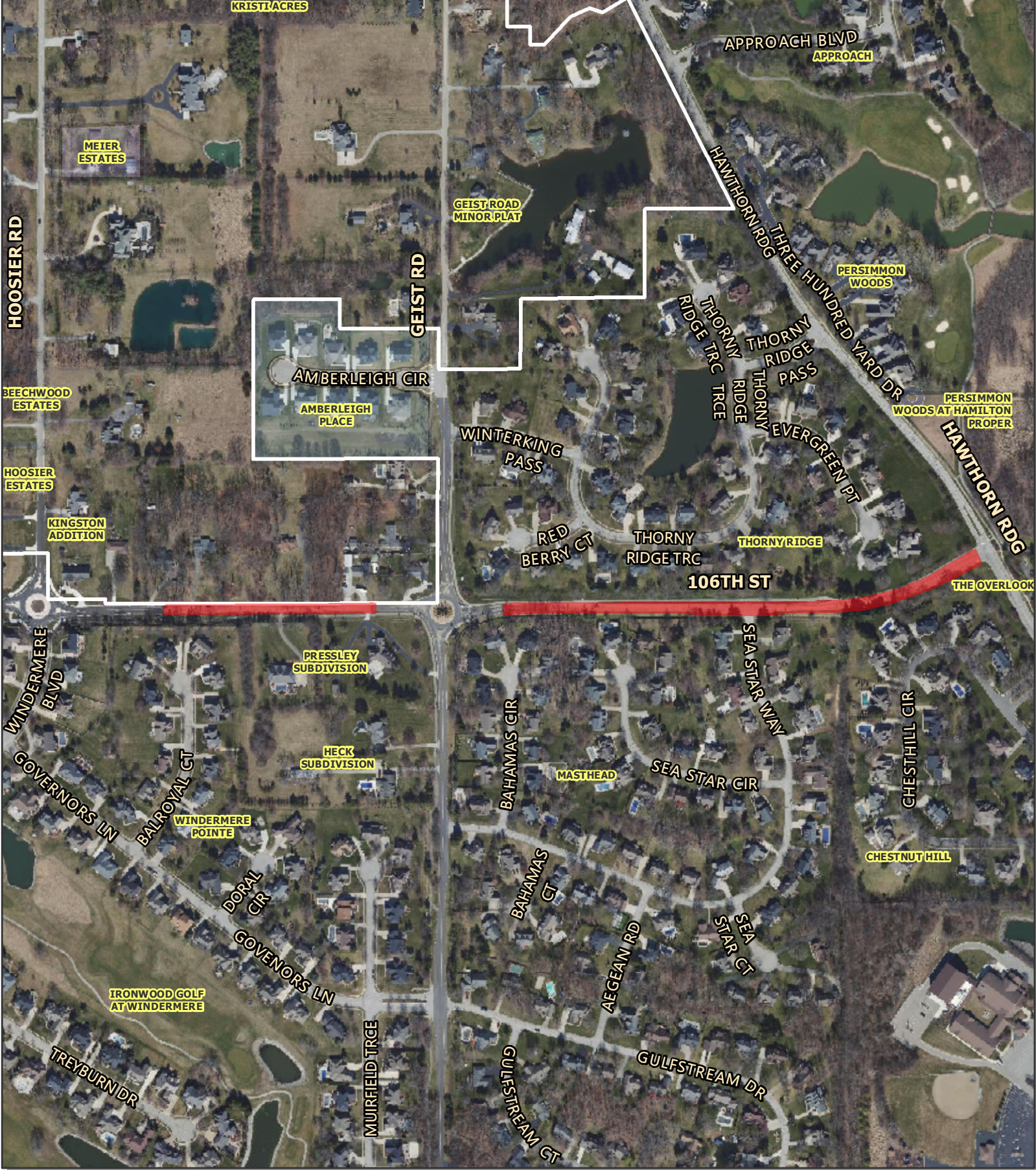


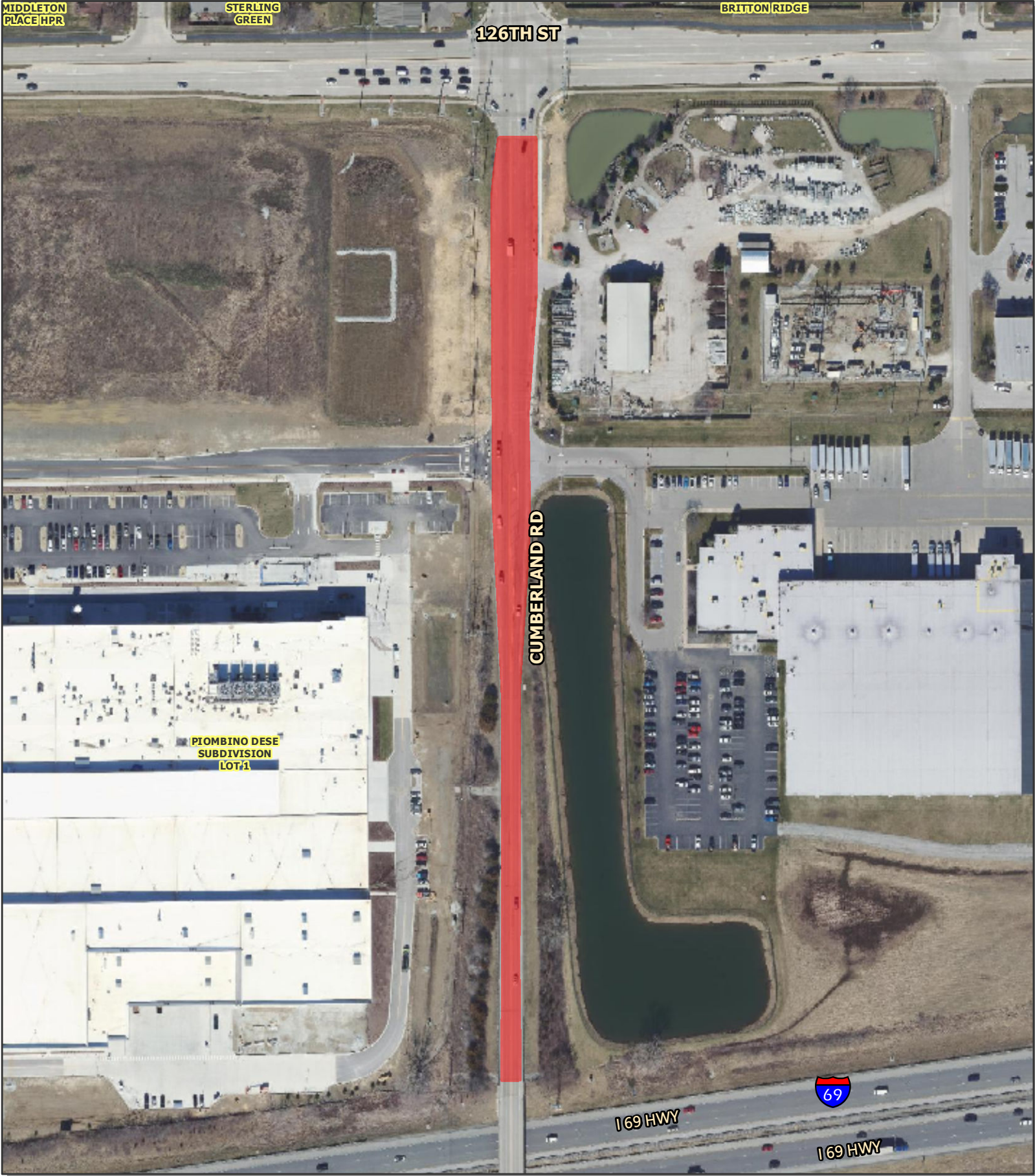
FISHERS
EST. 1872

0 112.5 225 450

 Feet

Set 2 of 3: 106th St





Legend

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Cumberland Rd

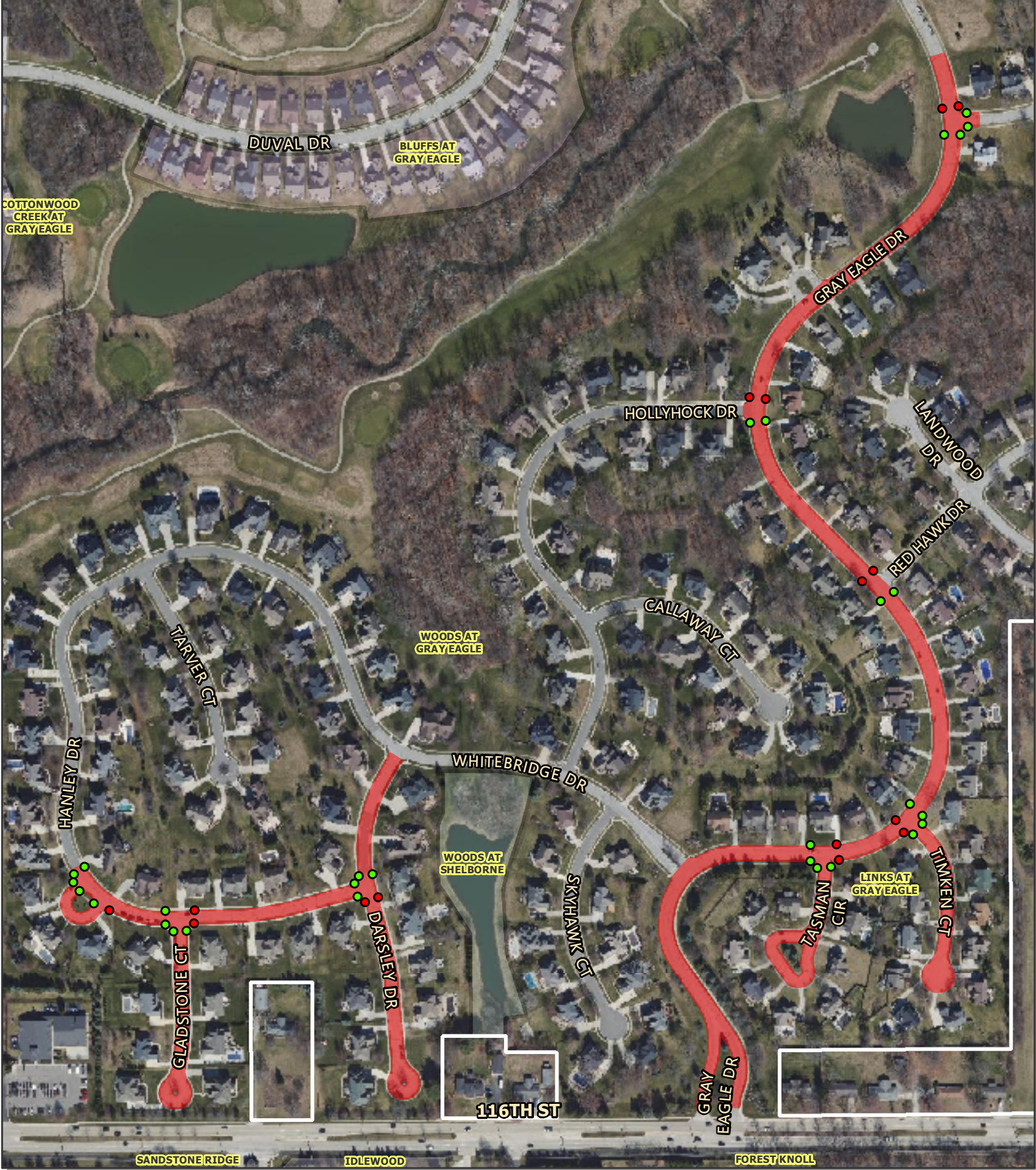
I-69 to 126th St



0 60 120 240

 Feet



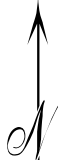


- Legend**
- ADA Ramp Reconstruction (29)
 - ADA Ramp Removal (15)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

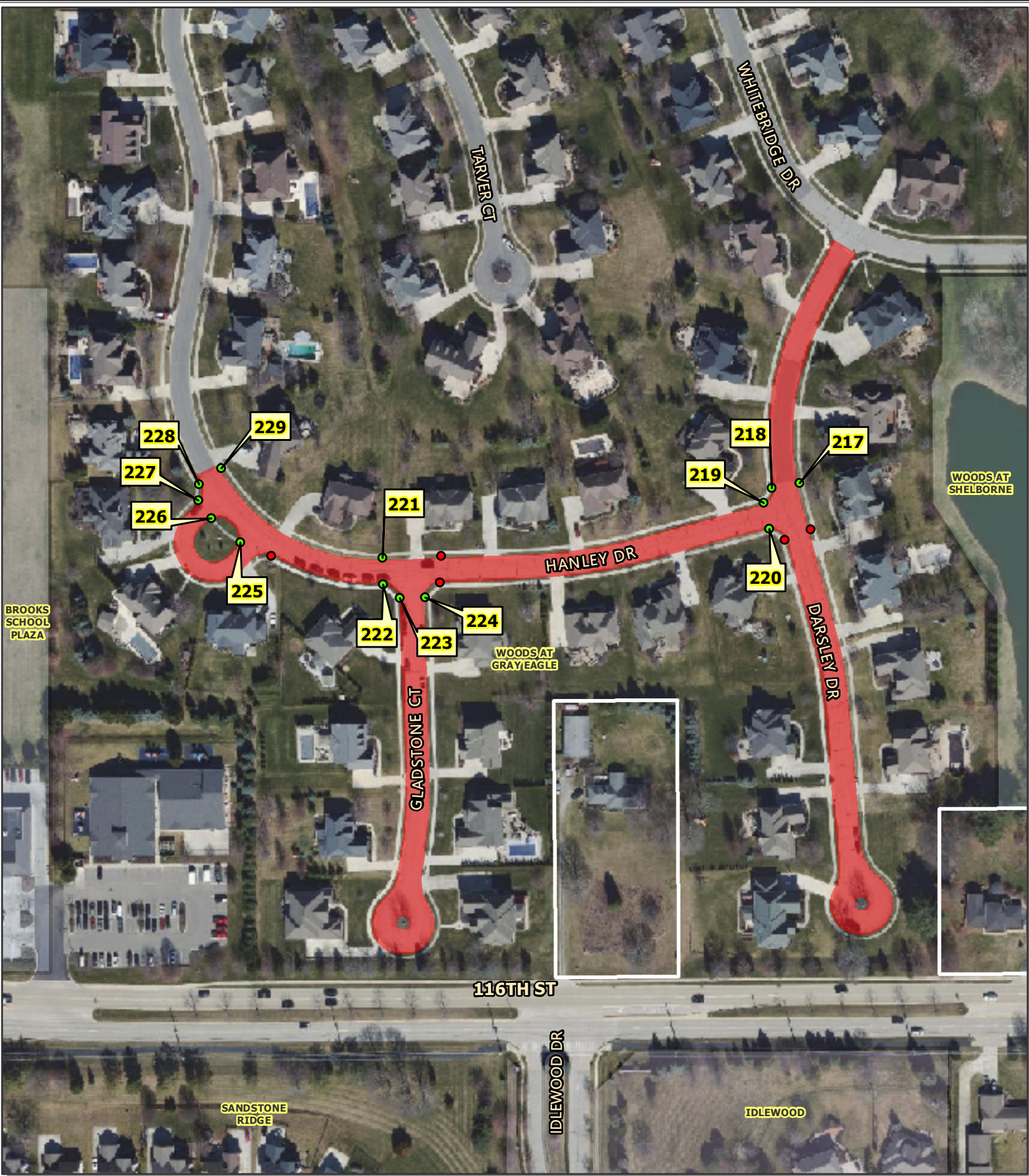
Gray Eagle



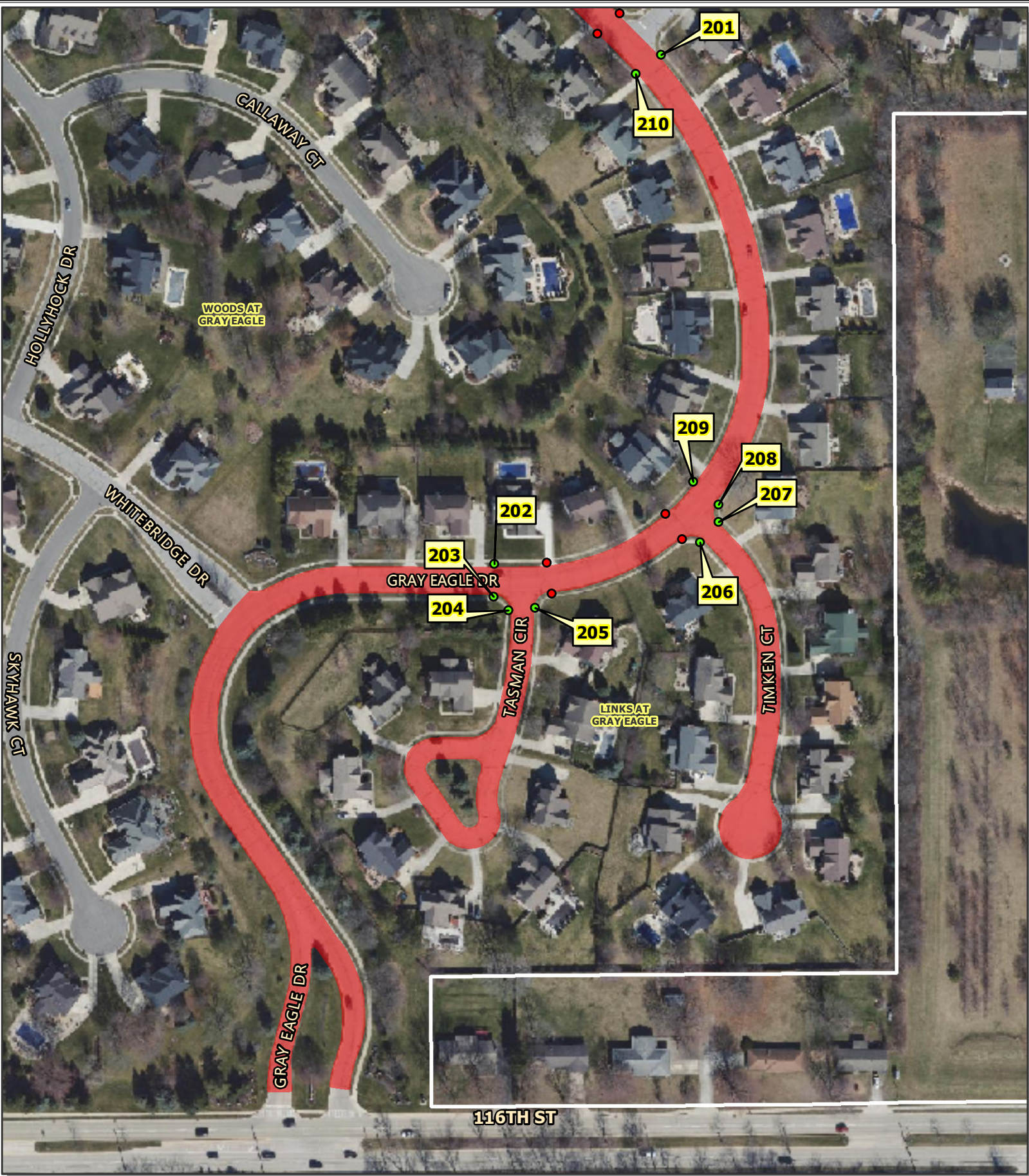
FISHERS
EST. 1872



0 105 210 420
feet



0 50 100 200



- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200

Page 666 of 669



- Legend**
- ADA Ramp Reconstruction (7)
 - ADA Ramp Removal (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Gray Eagle



0 50 100 200

Page 66 of 639



Legend

- ADA Ramp Reconstruction (69)
- ADA Ramp Removal (13)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

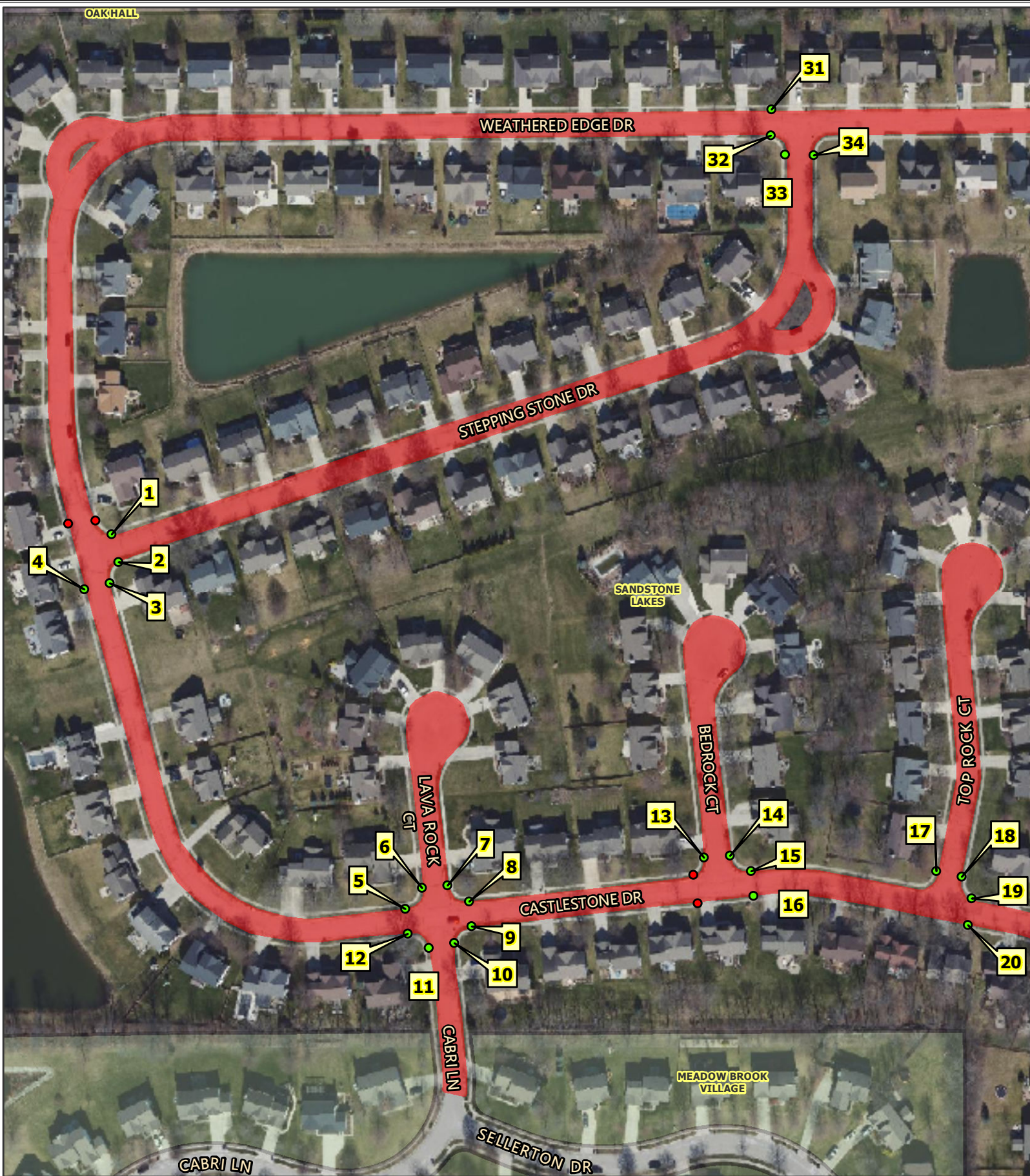
Sandstone & Hamble Blvd

Set 1 of 6: Sandstone & Hamble Blvd

FISHERS
EST. 1872

0 170 340 680 Feet

Overview



Legend

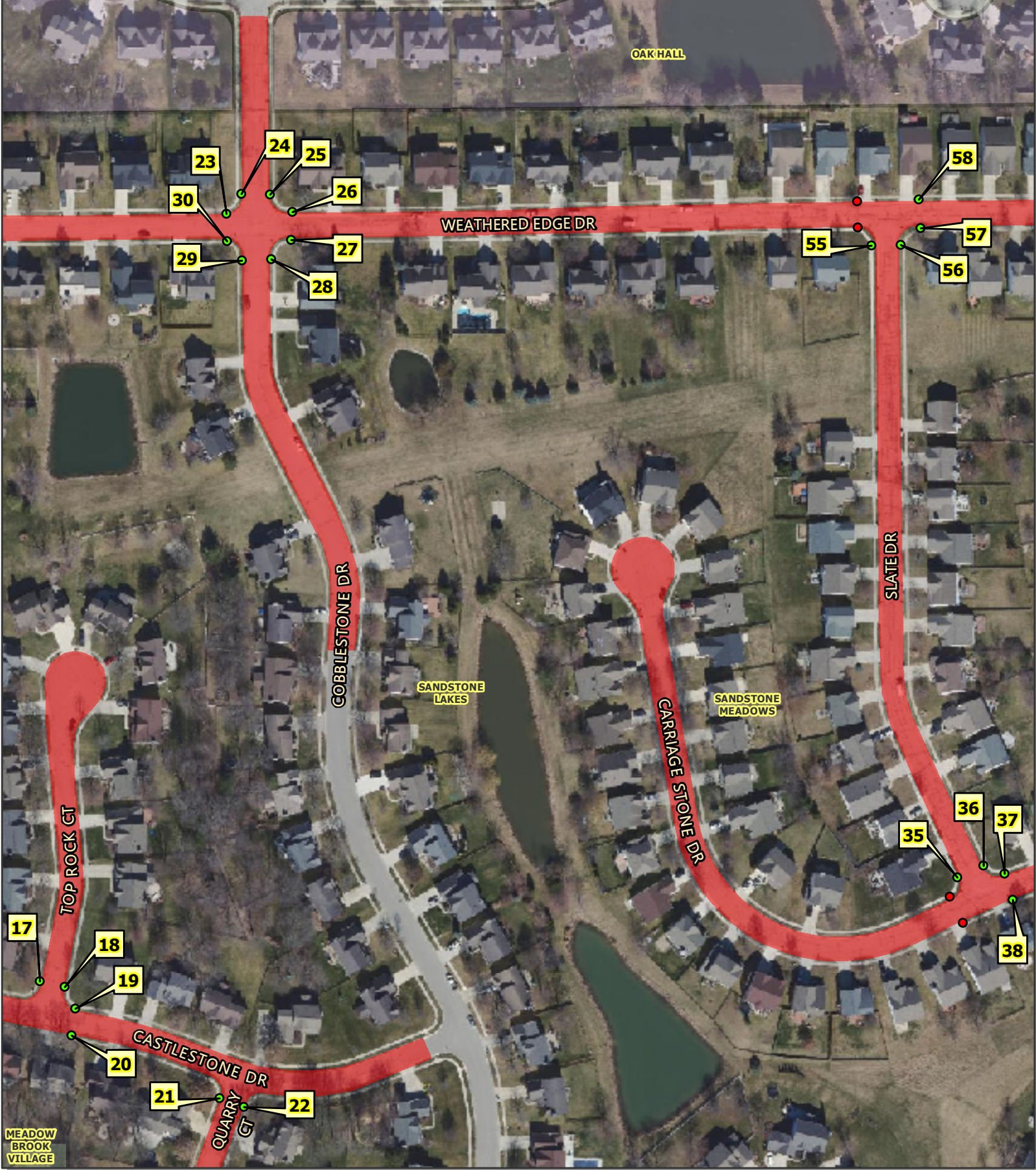
- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



0 50 100 200

Page 600 of 639



Legend

- ADA Ramp Reconstruction (22)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



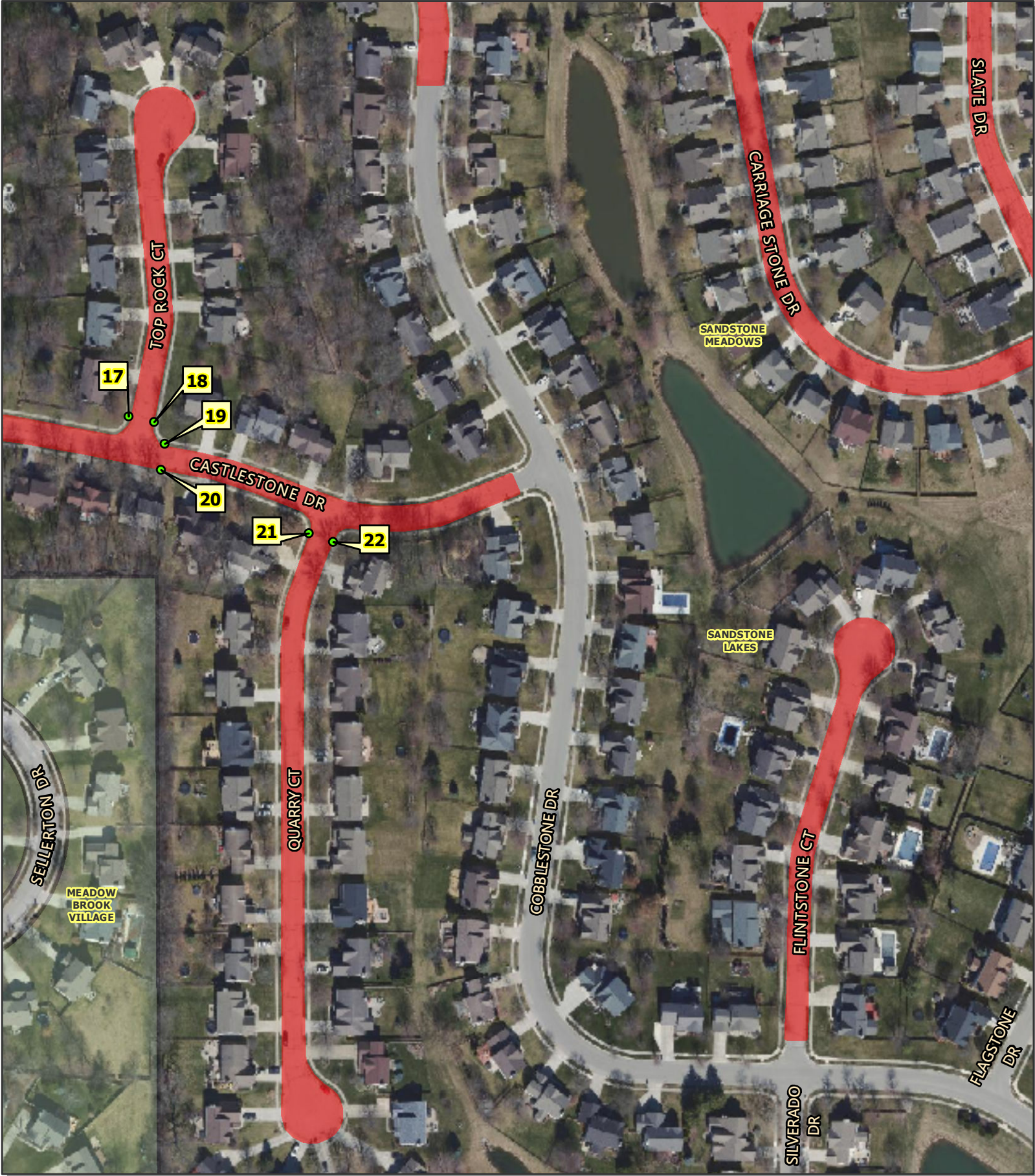
FISHERS
EST. 1872

0 50 100 200



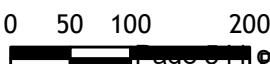
Page 6 of 9



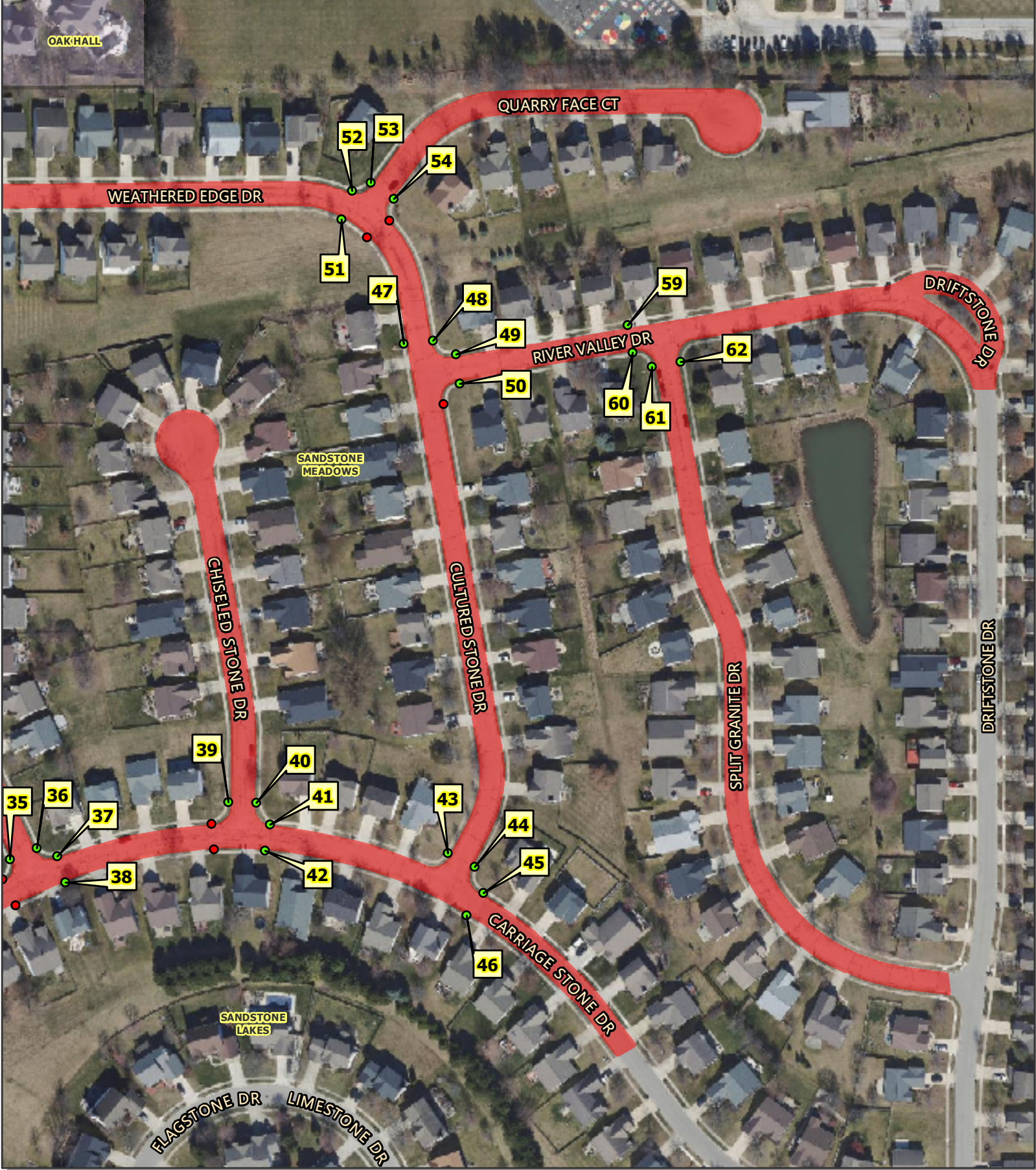


- Legend**
- ADA Ramp Reconstruction (6)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd



0 50 100 200
feet



Legend

- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (7)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sandstone & Hamble Blvd

FISHERS
EST. 1872

0 50 100 200

Feet

Set 5 of 6: Sandstone & Hamble Blvd

Page 6 of 6



- Legend**
- ADA Ramp Reconstruction (7)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

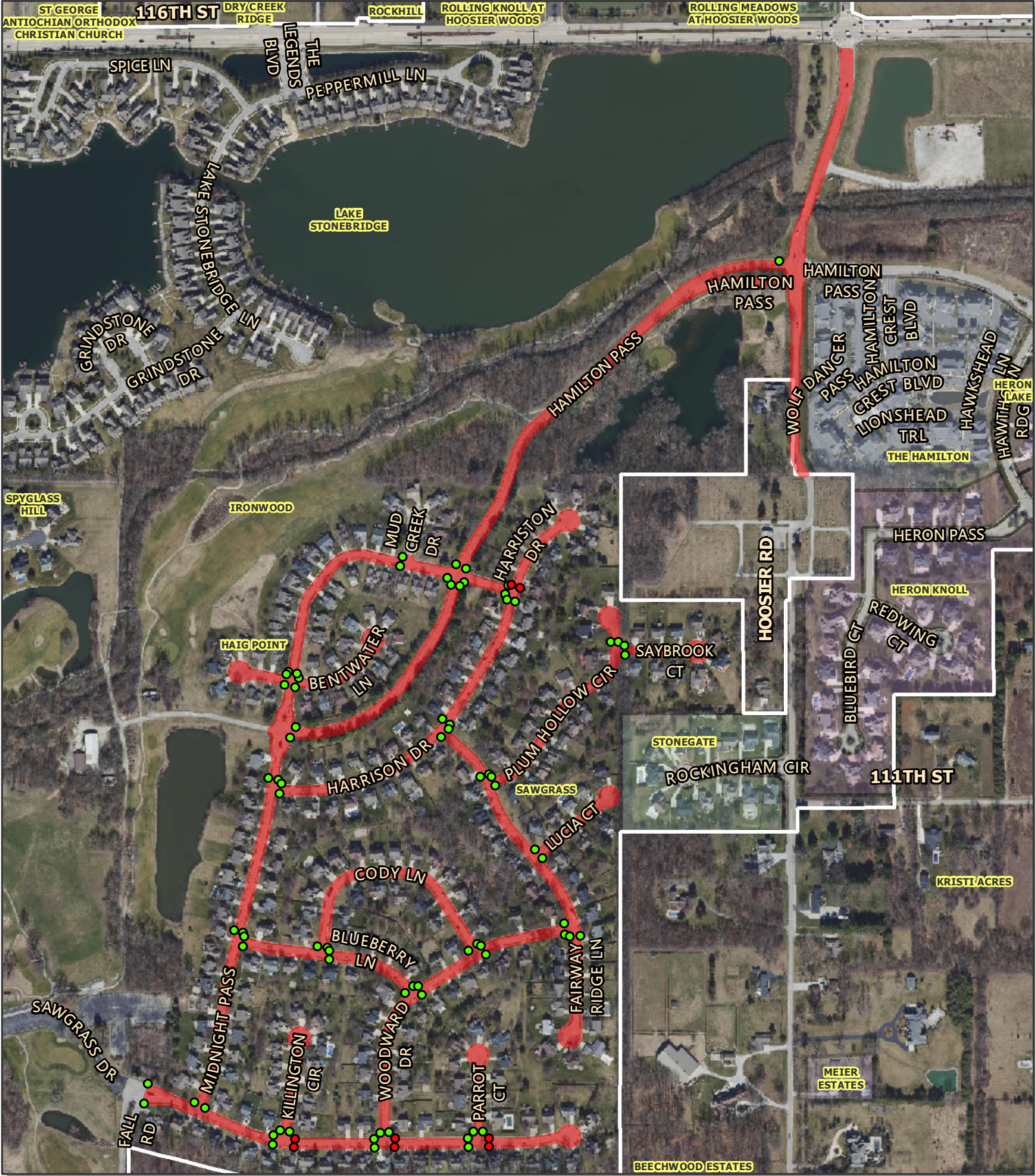
Sandstone & Hamble Blvd





0 62.5 125 250
feet

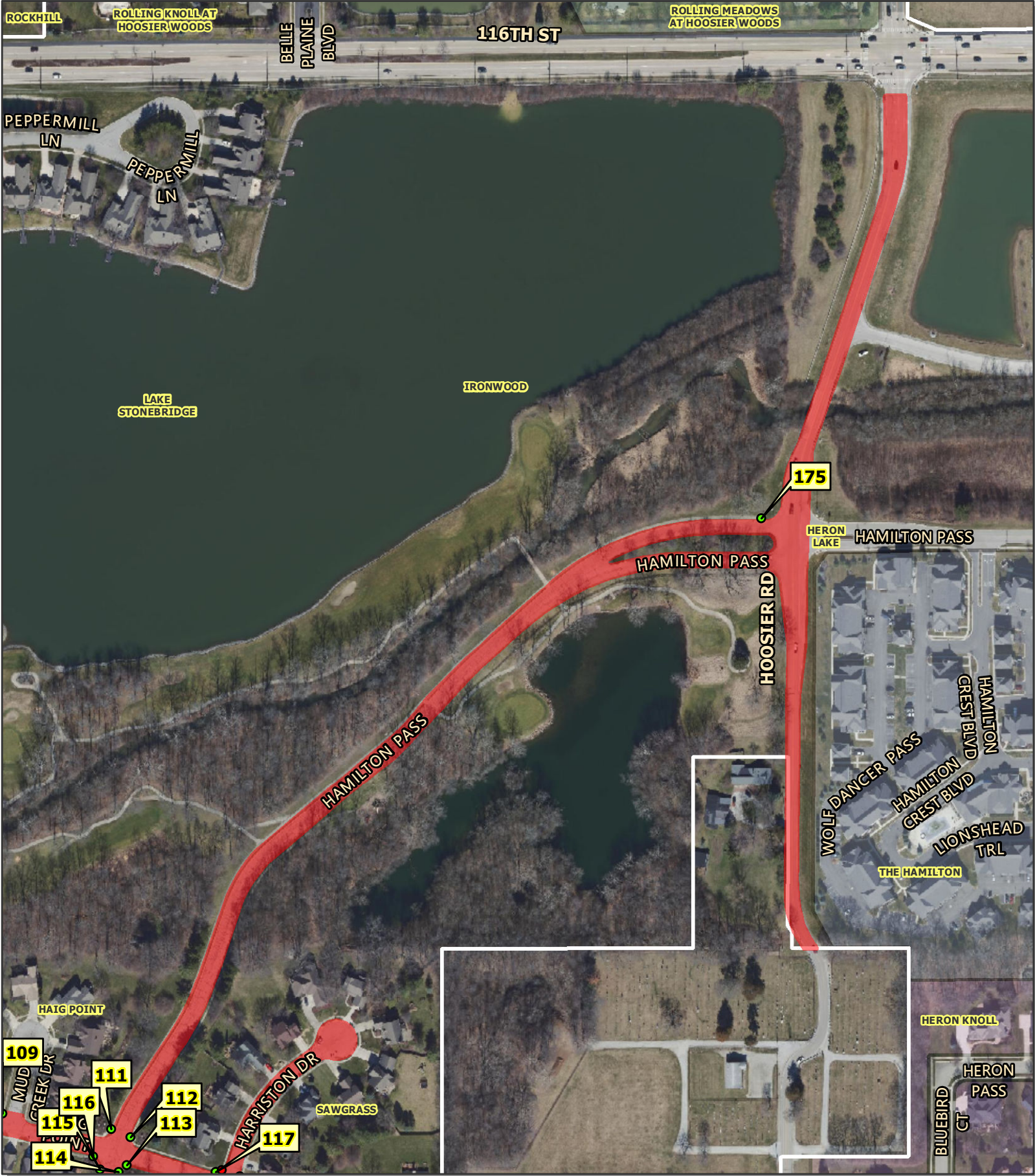
Page 6 of 639



Legend

- ADA Ramp Reconstruction (75)
- ADA Ramp Removal (8)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd



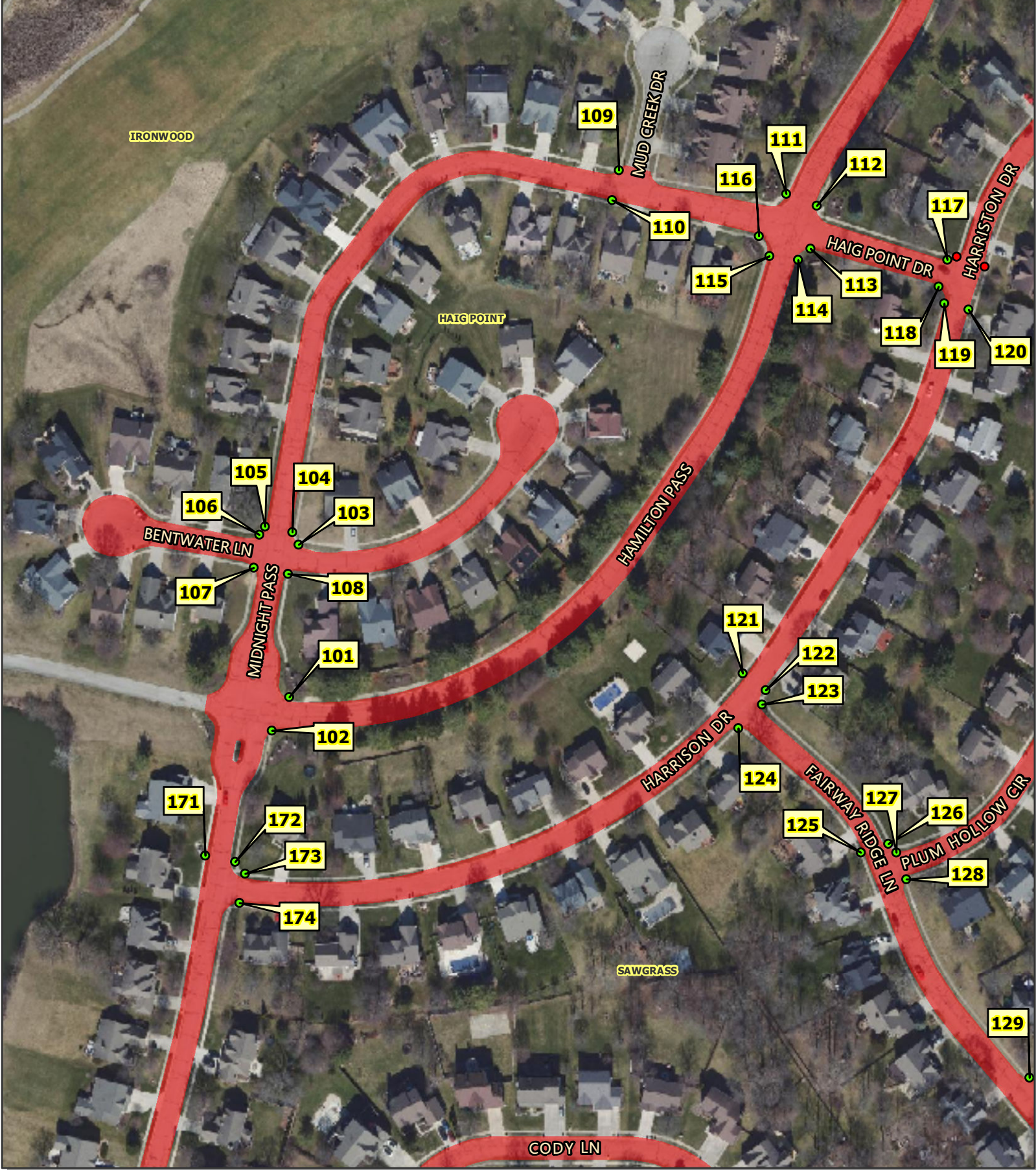
- Legend**
- ADA Ramp Reconstruction (10)
 - ADA Ramp Removal (2)
 - Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

FISHERS
EST. 1872

0 80 160 320
Feet

Page 6 of 639



Legend

- ADA Ramp Reconstruction (33)
- ADA Ramp Removal (2)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd



FISHERS
EST. 1872



0 50 100 200 Feet

Set 3 of 6: Sawgrass & Hoosier Rd

Page 6 of 6



Legend

- ADA Ramp Reconstruction (26)
- ADA Ramp Removal (2)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

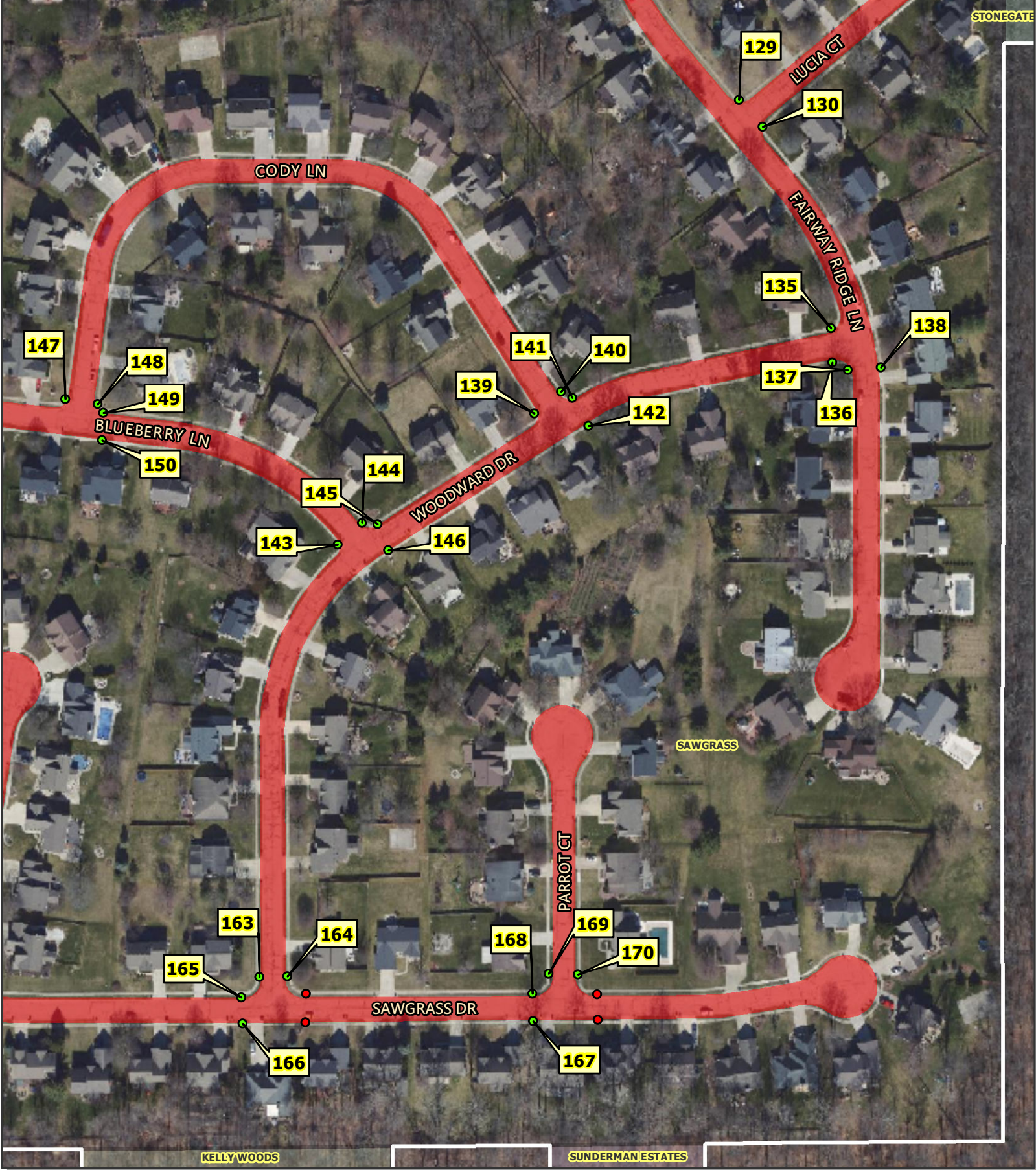
Sawgrass & Hoosier Rd



FISHERS
EST. 1872



0 50 100 200 Feet



Legend

- ADA Ramp Reconstruction (26)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

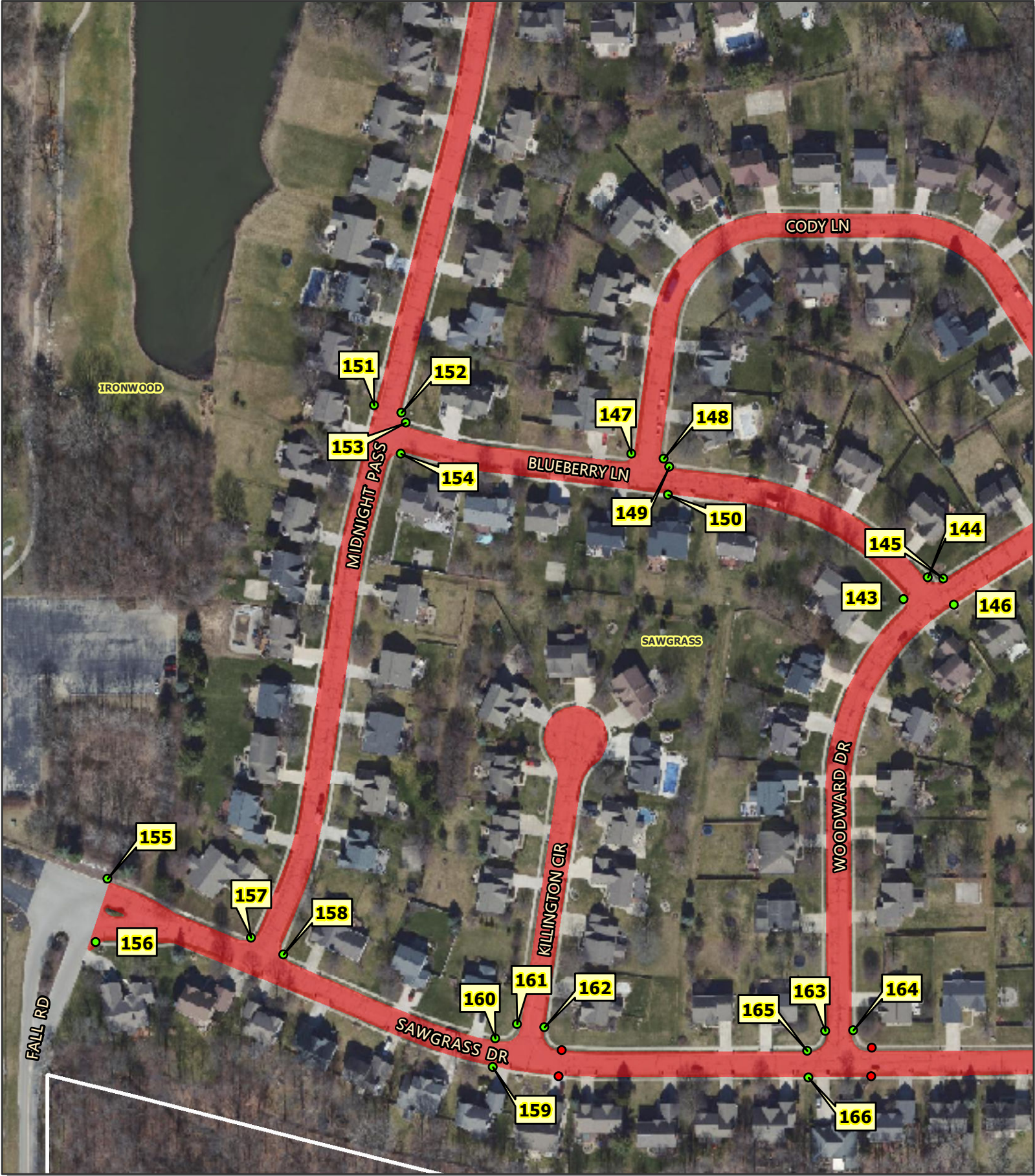
Sawgrass & Hoosier Rd

FISHERS
EST. 1872

0 50 100 200

Set 5 of 6: Sawgrass & Hoosier Rd

Page 6 of 6



Legend

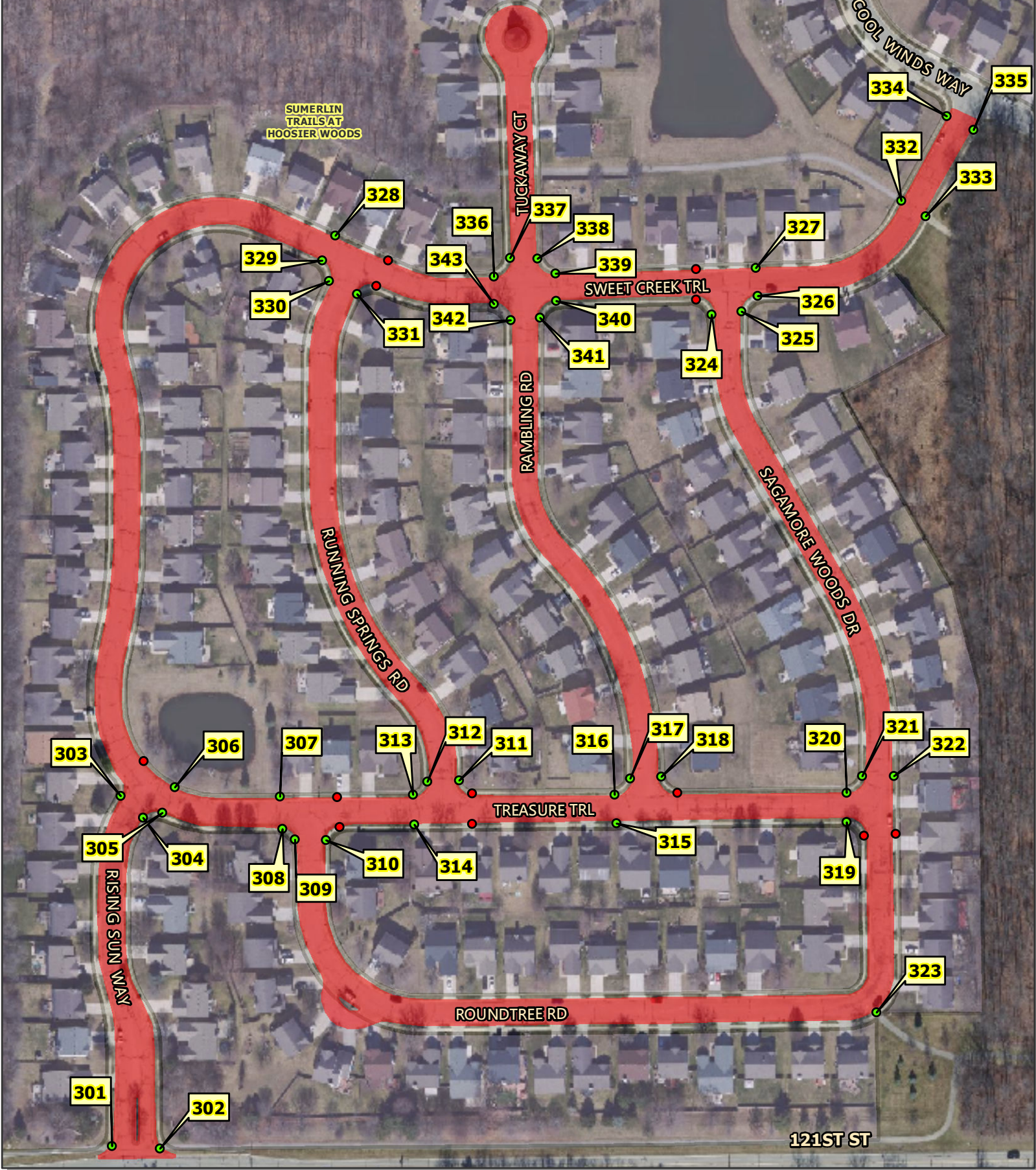
- ADA Ramp Reconstruction (24)
- ADA Ramp Removal (4)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sawgrass & Hoosier Rd

FISHERS
EST. 1872

0 50 100 200

Page 6 of 6 Feet



Legend

- ADA Ramp Reconstruction (43)
- ADA Ramp Removal (12)
- Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm

Sumerlin Trails



EST. 1872

055110220

Feet

Set 1 of 1: Sumerlin Trails

City of Fishers
BIDDER PROPOSAL SUMMARY PAGE
AND BIDDER REMINDER LIST TO BE
INCLUDED IN BID PACKAGE FOR BID
OPENING

Company:	Midwest Paving, LLC
Project Name:	ROAD RESURFACING CONTRACT 25-1
Date Submitted:	2/28/2025
Base Bid Amount:	\$ 2,997,760.71
Alternate Bid Amount:	N/A

Bidding Requirement:	Yes	No
Part 1 - Bidder Information	✓	
Part 2 - Proposal (Bid)	✓	
Part 3 - Contract Items and Unit Prices	✓	
Part 4 - Contract Documents and Addenda	✓	
Part 5 - Exceptions	✓	
Part 6 - (Form No. 96) (Contractor's Bid for Public Work)	✓	
Part 7 - Additional Declarations	✓	
Part 8 - Signatures	✓	
Part 9 - Post Bid Manufacturers List - uploaded with Signature Page	✓	
Part 10 - Post Bid Subcontractors List - uploaded with Signature page	✓	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED

City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: ROAD RESURFACING CONTRACT 25-1

Proposal For: Midwest Paving, LLC

Date: February 28th, 2025

To: **City of Fishers**
One Municipal Drive
Fishers, Indiana 46038

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.
- B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (90) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
- C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Midwest Paving, LLC

1.2 Bidder Address: 11827 Greenfield Avenue

City: Noblesville State: IN Zip: 46060

Phone: 317-776-8925 Fax: 317-7796-8921 Email: mkelley@midwestpavingllc.com

1.3 Bidder is a/an [mark one]

 Individual Partnership ✓ Indiana Corporation
 Foreign (out of state) Corporation; State Indiana
 Joint Venture Other

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

.1 Corporation Name: _____

.2 Address: _____

.3 Date registered with State of Indiana: _____

.4 Indiana Registered Agent:

Name: _____

Address: _____

PART 2
BID PROPOSAL

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Two Million, Nine Hundred Ninety-Seven Thousand, Seven Hundred Sixty Dollars and Seventy-One Cents Dollars (\$ 2,997,760.71). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
07/16/2024 08:03 AM

Business Details

Business Name: **MIDWEST PAVING LLC** Business ID: **2012101700042**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **10/16/2012** Inactive Date:
Principal Office Address: **11827 Greenfield Avenue, Noblesville, IN, 46060, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **10/31/2024**
Years Due:

Governing Person Information

Title	Name	Address
President	Matt Kelley	1529 Bayswater Lane, Cicero, IN, 46034, USA
Vice President	Douglas Denney	1423 AR Les Drive, Noblesville, IN, 46060, USA
CFO	Kelley J Wolfe	7830 North Thames Drive, Bloomington, IN, 47408, USA

Registered Agent Information

Type: **Individual**
Name: **MATTHEW KELLEY**
Address: **1529 BAYSWATER LANE, Cicero, IN, 46034, USA**

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Agreement and in the Standard General Conditions and incorporates such Contract Documents herein by reference.

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>2/21/2025</u>
<u>2</u>	<u>2/24/2025</u>
<u>3</u>	<u>2/25/2025</u>
<u> </u>	<u> </u>

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

BID OF

Midwest Paving LLC

(Contractor)

11827 Greenfield Avenue

(Address)

Noblesville, IN 46060

FOR

PUBLIC WORKS PROJECTS

OF

City of Fishers

Road Resurfacing Contract 25-1

Filed February 28th, 2025

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 2/28/2025

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Midwest Paving LLC 46-1269427
Address: 11827 Greenfield Avenue
City/State/ZIPcode: Noblesville, IN 46060
4. Telephone Number: 317-776-8925
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Road resurfacing Contract 25-1

(Governmental Unit) in accordance with plans and specifications prepared by Hatem Mekky, P.E.

City of Fishers and dated 2/12/2025 for the sum of

Two Million, Nine Hundred Ninety-Seven Thousand, Seven Hundred Sixty Dollars and Seventy-One Cents \$ 2,997,760.71

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Fishers

Bidder (Firm) Midwest Paving LLC 46-1269427

Date (month, day, year): February 28th, 2025

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
566,031.40	Curb, Sidewalk, Asphalt Resurfacing	08/2023	City of Tipton, 216 S Main St, Ste 400, Tipton, IN 46072
1,585,631.00	Curb, Sidewalk, Asphalt Resurfacing	11/2023	City of Lafayette, 20 N 6th St, Lafayette, IN 47901
2,352,389.00	Curb, Sidewalk, Asphalt Resurfacing	08/2024	City of Noblesville, 16 S. 10th St, Noblesville, IN 46060
974,769.00	Asphalt Resurface, Gabian Baskets	12/10/2024	Hamilton County, 1700 S. 10th St, Noblesville, IN 46060

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
2,316,369.69	Curb, Sidewalk, Mill, Resurface	September 2025	City of Speedway
1,883,569.00	Curb, Sidewalk, Asphalt Resurfacing	July 2025	City of Tipton, 216 S. Main St, Tipton, IN 46072
2,135,407.00	Curb, Sidewalk, Asphalt Resurfacing	May 2025	Town of Cicero, 70 N. Bryon St, Cicero, IN 46034
246,877.00	Asphalt Resurfacing	May 2025	Town of Meridian Hills

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Valenti Held Developers, Allan Valenti (317) 769-6922

Pulte Homes of Indiana, Joe Marx (847) 489-8816

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications all equipment as needed to perform said work.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Traffic Control: Indiana Signs and Barricades; Gridlock; Highway Safety Services

Milling: Javelina Milling; MAMCO; Specialties Milling; McCrite Milling

Concrete: Calumet Civil Contractors; OLCO; CE Hughes

Trucking/Hauling: Pendleton Trucking

Pavement Markings: Otto's Parking Marking; Indiana Traffic Systems

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A list will be provided upon request.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All as necessary to perform work.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Noblesville this 28th day of February, 2025

Midwest Paving LLC 46-1269427
(Name of Organization)

By Matt Kelley
President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Hamilton)

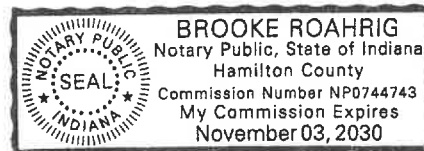
Before me, a Notary Public, personally appeared the above-named Matt Kelley and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 28th day of February, 2025.

Brooke Roahrig
Notary Public

My Commission Expires: 11/03/2030

County of Residence: Hamilton



MIDWEST PAVING, LLC & SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

Together with Independent Auditors' Report

For the Years Ended December 31, 2023 and 2022



TABLE OF CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1 - 2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Balance Sheets	3
Consolidated Statements of Income and Change in Members' Equity.....	4
Consolidated Statements of Cash Flows.....	5
Notes to the Consolidated Financial Statements.....	6 - 14
SUPPLEMENTARY INFORMATION	
Summary of Selected Financial Data.....	15



Independent Auditors' Report

To the Members
Midwest Paving, LLC

Opinion

We audited the consolidated financial statements of Midwest Paving, LLC and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income and change in members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of Midwest Paving, LLC and Subsidiary as of December 31, 2023 and 2022 and the consolidated results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Midwest Paving, LLC and Subsidiary and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, which raise substantial doubt about Midwest Paving, LLC and Subsidiary's ability to continue as a going concern for one year after the date the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report which includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Midwest Paving, LLC and Subsidiary's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, which raise substantial doubt about Midwest Paving, LLC and Subsidiary's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters we identified during the audits.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information presented on page 15 is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the consolidated financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

DONOVAN



Indianapolis, Indiana
April 8, 2024

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 196,662	\$ 769,308
Contracts receivable, including unconditional retainage	9,533,219	5,506,392
Prepaid expenses	175,034	76,716
Contract assets, including conditional retainage	2,409,040	1,600,402
<i>Total current assets</i>	<u>12,313,955</u>	<u>7,952,818</u>
PROPERTY AND EQUIPMENT		
Paving, milling, and stone equipment	4,943,337	4,276,292
Dirt and pipe equipment	4,605,069	3,979,511
Crushing equipment	4,256,912	2,782,112
Shop equipment	1,660,414	1,435,737
Concrete equipment	529,710	425,669
Office equipment	76,547	72,305
Less: accumulated depreciation	(4,545,541)	(3,485,603)
<i>Property and equipment, net</i>	<u>11,526,448</u>	<u>9,486,023</u>
DEPOSITS	<u>2,643</u>	<u>2,643</u>
TOTAL ASSETS	<u><u>\$ 23,843,046</u></u>	<u><u>\$ 17,441,484</u></u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 2,304,397	\$ 1,579,123
Line of credit	1,137,176	382,500
Accounts payable	5,652,618	2,885,608
Accrued expenses	441,791	340,453
<i>Total current liabilities</i>	<u>9,535,982</u>	<u>5,187,684</u>
LONG-TERM LIABILITIES		
Notes payable, net of current portion	<u>6,576,023</u>	<u>5,895,444</u>
TOTAL LIABILITIES	16,112,005	11,083,128
MEMBERS' EQUITY	<u>7,731,041</u>	<u>6,358,356</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u><u>\$ 23,843,046</u></u>	<u><u>\$ 17,441,484</u></u>

See independent auditors' report and accompanying notes to the consolidated financial statements

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME AND CHANGE IN MEMBERS' EQUITY
For the Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CONTRACT REVENUE	\$ 49,665,013	\$ 39,330,326
COST OF REVENUE	<u>45,058,318</u>	<u>35,542,190</u>
GROSS PROFIT	<u>4,606,695</u>	<u>3,788,136</u>
GROSS PROFIT PERCENTAGE	<u>9.3%</u>	<u>9.6%</u>
GENERAL AND ADMINISTRATIVE EXPENSES	<u>2,508,550</u>	<u>2,235,797</u>
INCOME FROM OPERATIONS	<u>2,098,145</u>	<u>1,552,339</u>
OTHER INCOME (EXPENSE)		
Gain on sale of property and equipment	149,462	6,090
Other income	10,675	-
Interest expense	<u>(433,227)</u>	<u>(141,807)</u>
<i>Total other income (expense)</i>	<u>(273,090)</u>	<u>(135,717)</u>
NET INCOME	1,825,055	1,416,622
MEMBERS' EQUITY, BEGINNING OF YEAR	6,358,356	5,219,611
DISTRIBUTIONS TO MEMBERS	<u>(452,370)</u>	<u>(277,877)</u>
MEMBERS' EQUITY, END OF YEAR	<u><u>\$ 7,731,041</u></u>	<u><u>\$ 6,358,356</u></u>

See independent auditors' report and accompanying notes to the consolidated financial statements

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
OPERATING ACTIVITIES		
Net income	\$ 1,825,055	\$ 1,416,622
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,572,637	1,126,116
Gain on sale of property and equipment	(149,462)	(6,090)
Change in certain assets and liabilities:		
Contracts receivable, including unconditional retainage	(4,026,827)	(1,189,997)
Prepaid expenses	(98,318)	(19,722)
Contract assets, including conditional retainage	(808,638)	(1,455,443)
Deposits	-	(1,200)
Accounts payable	2,767,010	594,511
Accrued expenses	101,338	219,575
Contract liabilities, net of conditional retainage	-	(270,833)
	<u>1,182,795</u>	<u>413,539</u>
<i>Net cash provided by operating activities</i>		
INVESTING ACTIVITIES		
Purchases of property and equipment	(528,116)	(240,286)
Proceeds from sale of property and equipment	<u>298,545</u>	<u>20,000</u>
<i>Net cash used in investing activities</i>	<u>(229,571)</u>	<u>(220,286)</u>
FINANCING ACTIVITIES		
Principal payments on notes payable	(1,828,176)	(970,179)
Proceeds from line of credit, net	754,676	382,500
Distributions to members	<u>(452,370)</u>	<u>(277,877)</u>
<i>Net cash used in financing activities</i>	<u>(1,525,870)</u>	<u>(865,556)</u>
NET CHANGE IN CASH	(572,646)	(672,303)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>769,308</u>	<u>1,441,611</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>\$ 196,662</u></u>	<u><u>\$ 769,308</u></u>
SUPPLEMENTAL INFORMATION		
Property and equipment financed with notes payable	\$ 3,234,029	\$ 5,867,386
Cash paid for interest	433,227	141,807

See independent auditors' report and accompanying notes to the consolidated financial statements

MIDWEST PAVING, LLC AND SUBSIDIARY
SUMMARY OF SELECTED FINANCIAL DATA
For the Ten Years Ended December 31, 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
1. Contract revenue	\$ 49,665,013	\$ 39,330,326	\$ 23,728,029	\$ 23,547,170	\$ 20,912,769	\$ 16,074,084	\$ 11,910,209	\$ 12,938,644	\$ 8,698,606	\$ 4,241,148
2. Cost of revenue	<u>45,058,318</u>	<u>35,542,190</u>	<u>21,560,956</u>	<u>20,771,566</u>	<u>18,886,002</u>	<u>13,040,847</u>	<u>10,835,669</u>	<u>10,975,715</u>	<u>7,131,603</u>	<u>3,622,637</u>
3. Gross profit	4,606,695	3,788,136	2,167,073	2,775,604	2,026,767	3,033,237	1,074,540	1,962,929	1,567,003	618,511
4. Gross profit percentage	<u>9.3 %</u>	<u>9.6 %</u>	<u>9.1 %</u>	<u>11.8 %</u>	<u>9.7 %</u>	<u>18.9 %</u>	<u>9.0 %</u>	<u>15.2 %</u>	<u>18.0 %</u>	<u>14.6 %</u>
5. General and administrative expenses	2,508,550	2,235,797	1,528,100	1,491,298	1,138,468	1,151,257	977,353	943,122	588,051	368,781
6. Other income (expense), net	<u>(273,090)</u>	<u>(135,717)</u>	<u>(12,360)</u>	<u>800,871</u>	<u>(59,193)</u>	<u>(93,664)</u>	<u>(44,206)</u>	<u>24,633</u>	<u>(16,200)</u>	<u>(17,329)</u>
7. Net income	<u>\$ 1,825,055</u>	<u>\$ 1,416,622</u>	<u>\$ 626,613</u>	<u>\$ 2,085,177</u>	<u>\$ 829,106</u>	<u>\$ 1,788,316</u>	<u>\$ 52,981</u>	<u>\$ 1,044,440</u>	<u>\$ 962,752</u>	<u>\$ 232,401</u>
8. Net income as a percent of contract revenue	<u>3.7 %</u>	<u>3.6 %</u>	<u>2.6 %</u>	<u>8.9 %</u>	<u>4.0 %</u>	<u>11.1 %</u>	<u>0.4 %</u>	<u>8.1 %</u>	<u>11.1 %</u>	<u>5.5 %</u>
9. Net working capital	<u>\$ 2,777,973</u>	<u>\$ 2,765,134</u>	<u>\$ 2,615,838</u>	<u>\$ 2,890,675</u>	<u>\$ 1,953,109</u>	<u>\$ 2,431,511</u>	<u>\$ 930,277</u>	<u>\$ 1,148,810</u>	<u>\$ 1,134,111</u>	<u>\$ 405,940</u>
10. Current ratio	<u>1.29 to 1</u>	<u>1.53 to 1</u>	<u>1.78 to 1</u>	<u>1.71 to 1</u>	<u>1.43 to 1</u>	<u>1.70 to 1</u>	<u>1.35 to 1</u>	<u>1.47 to 1</u>	<u>1.40 to 1</u>	<u>1.36 to 1</u>
11. Days contract revenue in accounts receivable	<u>59 days</u>	<u>43 days</u>	<u>50 days</u>	<u>48 days</u>	<u>66 days</u>	<u>89 days</u>	<u>87 days</u>	<u>77 days</u>	<u>127 days</u>	<u>94 days</u>
12. Return on average assets	<u>8.8 %</u>	<u>10.1 %</u>	<u>5.9 %</u>	<u>21.5 %</u>	<u>9.9 %</u>	<u>27.0 %</u>	<u>1.0 %</u>	<u>20.6 %</u>	<u>28.2 %</u>	<u>15.9 %</u>
13. Return on average members' equity	<u>25.9 %</u>	<u>24.5 %</u>	<u>12.3 %</u>	<u>51.6 %</u>	<u>25.9 %</u>	<u>74.1 %</u>	<u>3.3 %</u>	<u>75.9 %</u>	<u>127.1 %</u>	<u>75.3 %</u>
14. Debt to members' equity ratio	<u>2.08 to 1</u>	<u>1.74 to 1</u>	<u>1.01 to 1</u>	<u>1.14 to 1</u>	<u>1.82 to 1</u>	<u>1.43 to 1</u>	<u>2.42 to 1</u>	<u>2.26 to 1</u>	<u>3.35 to 1</u>	<u>3.89 to 1</u>
15. Direct labor as a percent of contract revenue	<u>14.4 %</u>	<u>12.9 %</u>	<u>12.1 %</u>	<u>8.5 %</u>	<u>11.1 %</u>	<u>10.5 %</u>	<u>14.8 %</u>	<u>13.1 %</u>	<u>10.1 %</u>	<u>7.5 %</u>
16. Subcontractors as a percent of contract revenue	<u>4.6 %</u>	<u>5.7 %</u>	<u>5.6 %</u>	<u>9.9 %</u>	<u>13.9 %</u>	<u>4.0 %</u>	<u>5.8 %</u>	<u>4.5 %</u>	<u>2.9 %</u>	<u>1.8 %</u>
17. Materials as a percent of contract revenue	<u>43.5 %</u>	<u>44.1 %</u>	<u>43.7 %</u>	<u>41.8 %</u>	<u>41.2 %</u>	<u>45.5 %</u>	<u>40.8 %</u>	<u>43.3 %</u>	<u>46.5 %</u>	<u>57.0 %</u>
18. Property additions	<u>\$ 3,762,145</u>	<u>\$ 6,107,672</u>	<u>\$ 1,667,248</u>	<u>\$ 2,104,052</u>	<u>\$ 664,500</u>	<u>\$ 792,513</u>	<u>\$ 223,833</u>	<u>\$ 1,204,954</u>	<u>\$ 433,235</u>	<u>\$ 237,647</u>
19. Depreciation and amortization expense	<u>\$ 1,572,637</u>	<u>\$ 1,126,116</u>	<u>\$ 747,258</u>	<u>\$ 551,090</u>	<u>\$ 415,708</u>	<u>\$ 343,444</u>	<u>\$ 358,739</u>	<u>\$ 227,484</u>	<u>\$ 98,379</u>	<u>\$ 55,676</u>
20. Property and equipment to members' equity ratio	<u>1.49 to 1</u>	<u>1.49 to 1</u>	<u>0.87 to 1</u>	<u>0.74 to 1</u>	<u>0.74 to 1</u>	<u>0.63 to 1</u>	<u>1.08 to 1</u>	<u>1.08 to 1</u>	<u>0.74 to 1</u>	<u>1.15 to 1</u>
21. Net over (under) billings	<u>\$ (785,993)</u>	<u>\$ (498,361)</u>	<u>\$ 125,874</u>	<u>\$ 841,337</u>	<u>\$ 316,387</u>	<u>\$ 144,416</u>	<u>\$ 345,806</u>	<u>\$ 204,387</u>	<u>\$ 122,198</u>	<u>\$ 88,422</u>

See independent auditors' report

PART 8
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Midwest Paving, LLC

Written
Signature: Matt Kelley

Printed Name: Matt Kelley

Title: President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
COUNTY OF Hamilton) SS:

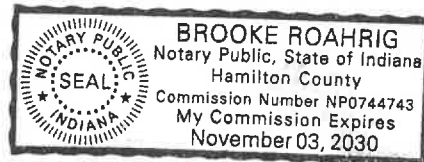
Subscribed and sworn to before me this 28th day of February, 2025

My commission expires: 11/03/2030

Residing in Hamilton County, State
of Indiana

Brooke Roahrig
Signature

Brooke Roahrig
Printed



PART 9
POST BID SUBMITTAL

MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

See attached Equipment List

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
			Equipment
303		2014	Paver - 8' Vogeles 5100-2 Track w/Carlson EZIV Screed
304		2016	Paver - 10' Vogeles Super 2000-3i
305		2022	Paver - 8' Vogeles Super 1703-3i
306		2024	Paver - 8' Vogeles Super 1700-3i
325			Vogele Big Multiplex Ski
351		2018	Mill - 4' Wirtgen W150 CFI
352		2021	Slip Form Machine - Wirtgen SP15i
352A		2021	3 SP15 Molds & Hopper for #352
352B			Vibrator & Hopper for #352
352C			30" Chairback Mold
353		2022	Wirtgen 7' W200Fi Mill
354			Morrison 20' Standard Screed (Truss)
355			PR100 POWER UNIT & HANDLE ASSEMBLY (CONCRETE SCREED)
402		2000	Roller - Asphalt, Ingersoll Rand DD90HF
404		2017	Roller- Asphalt, Hamm 14vv
406		2019	Roller - Asphalt, Hamm HD 90iVV
407		2019	Roller - Asphalt, Hamm 14iVV
408		2019	Roller - Asphalt, Hamm HD 90iVVHF
411		2021	Roller - Asphalt, Hamm 14iVV
412		2022	Roller - Asphalt, Hamm HD90iVV
450			Roller - Dirt, Smooth drum w/ shell kit, Cat CS56B
503		2016	Grader, Cat 140M3 RZ1
550		2016	Dozer, Cat D5K2
552		2020	Dozer GPS, Komatsu D51 Pxi
552B			Mounting Kit for TopCon on #552
553		2021	Komatsu Dozer D51PXi-24
554		2022	Komatsu D61PXi-24 Dozer
555		2023	Komatsu D61PXi-24 Crawler Dozer/Sitelink SL-100 Kit
601			Backhoe IT, Cat 4x4, multi-purpose front w/ extend-a-hoe
603		2020	CAT 420F2IT AMR+ Backhoe, 2020
652		2020	Komatsu Excavator PC210LC-11
653		2021	Komatsu PC88MR-10 Hydraulic Q/C w/ Buckets
655		2022	Komatsu PC490LCi-11 Excavator
656		2023	Komatsu PC88MR-11 Mini Excavator
657		2023	CAT 340 QZ1 Excavator
658		2023	Komatsu PC360LCi-11 Excavator
660		2024	Komatsu PC138USLC-11 Excavator
661		2024	Komatsu PC138USLC-11 Excavator
701		2016	Loader, CAT 930M
702		2022	Komatsu WA380-8 Wheel Loader
704		2023	John Deere 544 P 4WD Loader
705		2023	Komatsu WA320-8 Wheel Loader
753		2022	Komatsu HM300-5 w/Tailgate
754		2022	Komatsu HM300-5 w/Tailgate
755		2022	Komatsu HM300-5 w/Tailgate
801		2015	Skid Steer Loader, Cat 246D
802		2019	Skid steer, Takeuchi TL10V2CHF, track
803		2020	Skid steer, Takeuchi TL10V2CHF w/Rockland 81" Bucket & Sweepers (x2)
804		2021	Skid steer, Takeuchi TL10V2 Steer w/78" Bucket and Water Kit
805		2022	Skid Steer, CAT 246D w/74" Bucket & water tank kit
806		2023	Skid Steer, CAT 289D3
807		2024	Skid Steer, CAT 289D3
850			Broom, Broce
850A			NEW ENGINE FOR #850
851		2020	Broce Broom RCT-350

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
852		2022	Broom, Virnig
871		1995	John Deere Farm Tractor 8400
872		2022	Rome Disk w/hydraulic wheels
880			John Deere 762B Water Truck
881		2022	Road Widener w/Adaptor/Universal IT/SSL
901			Attachment, Mill-head Skid Steer
902			Attachment, Sweeper Skid Steer
902A			Attachment, Sweeper Skid Steer
902B			Attachment, Sweeper Skid Steer
902C			Attachment, Sweeper Skid Steer - Road Hawg
902D			Attachment, Sweeper Skid Steer - Road Hawg
903			Attachment, Forks Skid Steer (part of #801)
904			Attachment, Forks Loader (part of #701)
905			Attachment, Forks Backhoe (part of #601)
906			Attachment, Mill-head Skid Steer
906B			Sweepster 60SBB
907			400 24V LED Balloon Light
908			400 24V LED Balloon Light
909			400 24V LED Balloon Light
910			5.5HP Honda Hydrostate Diaph Pump
911		2021	Attachment, Mill-head Skid Steer - PC306 (CAT Cold Planer)
912			400 24V LED Balloon Light
913			400 24V LED Balloon Light
914			Broom, Virnig - attachment for skidsteer
915			Broom, Virnig - attachment for skidsteer
916			Paladin SFB500 Hammer (Purchased with #804)
951			Light Plant, Wacker 5000 watt (pull behind generator)
953		2018	Pressure Washer, Magnum 2018
954		2020	Air Compressor, 185 Doosan 2020
955			DW C185WDO-T4F-M COMPRESSOR
956			Forklift - Yale Model GDP050VX
957			Wacker Plate Compactor
958			Wacker Plate Compactor
959			Air Compressor
960			Wacker Plate Compactor - Jonathan's Crew
961			Wacker Plate Compactor
962			Wacker Plate Compactor
963			Doosen DW G25 Generator
964			2701 Pavetracker IR w/.Acc - Asphalt Compaction
965			Raknator - Skid Steer attachment
966			Honda EM 6500SX Generator
967			Wacker Plate Compactor
968			11.5 HP WALK SAW 18" GUARD
CB-1			Con Ex Box, 20' - Container for Shop
CB-2			Con Ex Box, 20' - Container for Shop
CB-3			20' SHIPPING CONTAINER
CB-4			20' SHIPPING CONTAINER
CB-5			Con Ex Box, 20'
CB-6			Con Ex Box, 20'
GPS1			TopCon HIPER VR GPS
GPS2			TopCon HIPER VR GPS
GPS3			TopCon HIPER VR GPS
GPS4			TopCon HIPER VR GPS
MB-1			Manhole box. 10'x10'x6"
MB-2			GME Shield Manhole 12x12
MB-3			GME Shield 4M820 ADJ COLLARS
SB-2			Stone Box, 5 CYD

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
SB-3			Stone Box, 9 CYD
SB-4			Stone Box, 7 CYD
SB-5			Stone Box, 7 CYD
SP-1			GME Spreader 48"
SP-2			GME Spreader 48"
SP-3			EPI XLAP-66 3"X6'X6' ALUMINUM SHIELD W/SPREADERS
SP-4			GME Spreader 36"
TB4-1			GME Shield 4x20 NKE Stacker (Trench Box)
TB4-2			GME Shield 4x20 NKE Stacker (Trench Box)
TB8-1			Trench Box, Man Hole, Stone Box
TB8-2			GME Shield 4x8x20 Trench Box
TB8-3			GME Shield 8x24 Trench Box
TB8-4			GME Shield 8x24 Trench Box
TB10-1			GME Shield 10x10 Trench Box
000050			Concrete TS42014 Stil Saw
000080			Rotary Laser w/tri-pod & Tracer
000280			Laser Pipe Equipment PL1
000290			Laser Pipe Equipment GA1
000300			Laser Pipe Equipment A-1
000310			CH-2 Chop Saw
000320			Water Pump
000330			Line Instrument
000580			TPL4AV Used
000590			Steel Plates (8X20X1 (6), 6X10X1 (2), 4X8X1 (2)
000650			Laser
000880			Survey Equipment
001460			L Head Topc TPL6G with Auto Align/Remote
001470			Tsur Pump 220V 3"
001480			Saw TS420 Cutquik 14"
001550			14" GAS CUTOFF SAW
001560			14" GAS CUTOFF SAW
001570			L Head Trimble GL422 with Eye Trimble, Remote & Tripod
001670			Hilti Chipping Hammer
001680			L Head Trimble LL300N with Eye Trimble, Remote & Tripod
001700			L Head Trimble LL300N with Eye Trimble, Remote & Tripod
001710			TOPCON SC REMOTE
001720			Concrete TS42014 Sthil Saw
193B			Trailblazer 325 w/Arcreach Kohler CH730 23HP Generator
208B			5000 Watt Generator 11HP - on #208
208C			HUSQ DRILL DM200 110V AND STAND - ON 208
002270			Sanitary Testing Equipment
002280			Predator 3500 Watt Inverter Generator
002290			Stihl 14" Cutoff Saw TS420
002340			Tsur Pump 220V 3"
002350			Tsur Pump 220V 3"
002360			SAW HUSQ 14" K770 SMART GUARD
002330			Honda Generator 5000 Watt
002370			SAW HUSQ 14" K770 SMART GUARD
002380			SAW HUSQ 14" K770 SMART GUARD
002400			ROAD CLOSED/DETOUR AHEAD SIGNS/BARRICADES
002620			CUT QUIK SAW 66.7 CC 14"
002630			14" CUTQUIK SAW
002780			L Head Topc TPL6G with Auto Align/Remote

MIDWEST PAVING EQUIPMENT LIST

MWP #	Crushing Equip	Year	Description
<u>Vehicles/Trailers</u>			
102		2020	Lowboy, Kenworth W900L
103		2020	Lowboy, Kenworth T880
113		2018	Service Truck, Isuzu NPR-HD
114		2013	Service Truck, Freightliner
115		2022	Ford F-550 Chassis w/16' flat bed
116		2024	Ford F-550 Chassis w/16' flat bed
117		2024	Ford F-550 Chassis w/16' flat bed
121		1994	Distributor, Chevrolet
122		2003	Distributor, Freightliner
123		2021	Distributor, Etnyre Centennial
124		2024/2023	Distributor, Kenworth T380/Entrye Black Topper
130		2012	Ford F750 Dump Truck - 33,000 lb
150		2015	P/U 2015 GMC 2500 - Denali
153		2012	P/U 2012 Ford F-250
158		2016	P/U 2016 Ford F-150
159		2019	P/U 2019 Ford F-250
160		2019	P/U 2019 Ford F-350 4x4
161		2019	P/U 2019 Ford F-350 4x4
162		2020	P/U 2020 Ford F-250
164		2020	P/U 2020 Ford F-250
165		2020	P/U 2020 Ford F-350 4x4
166		2021	P/U 2021 Ford F-250
167		2022	P/U 2022 Ford F-450
168		2019	P/U 2019 Ford F-350
169		2022	P/U 2022 Ford F-250
172		2022	RAM 1500
173		2022	Ford F250 4WD
174		2022	Ford F350 4WD
175		2022	Ford F250 4WD
176		2023	Ford F250 XL Super Cab
177		2022	Ford F350 w/8' Service Body
178		2022	Ford F550 with Contractor Package
179		2023	Ford F150
180		2023	Ford F250 XL Super Cab
181		2023	Ford F250 SRW
182		2023	Ford F-350 4WD
183		2023	Chevrolet Tahoe
184		2024	Ford F350 4WD
185		2024	Ford Super Duty F-250 4WD
193		2022	Mechanic Truck, Kenworth T370 - with welder #193A
194		2018	Service Truck, Kenworth T370
203		2018	Skid Steer Schwartz Trailer
204		2001	Hallmark Cargo Box
205		2018	Sure-Trac Dump Trailer - Schwartz - 14,000 lb
206		2006	Well Cargo/Cargo Box Trailer
207		2020	Lowboy Triaxle Eager Beaver 55 GSL-PT
208		2021	Liberty Single Axle Trailer 5'x8' w/208A and 208B
209		2021	Liberty Tandem Axle Utility Trailer 83'x18'
210		2021	Sure-Trac 82" x 22' Equipment Trailer
211		2022	Lowboy Triaxle Eager Beaver
251		2014	Crack Pro Heated Kettle
252		2016	Conkhite Trailer
253		2023	Kaufman 22' Tilt Top Trailer
254		2023	Kaufman 4' Dump Trailer - 15,000 lb

PART 10
POST BID SUBMITTAL

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid as stated above in Part 2.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

<u>Subcontractor Name</u>	<u>Work</u>	<u>Price</u>
<u>Signal Construction</u>	<u>Electrical</u>	<u>\$5,997.50</u>
<u>Specialties</u>	<u>Monument/Survey Marker</u>	<u>\$16,650.00</u>
<u>Roudebush</u>	<u>Seeding</u>	<u>\$23,580.00</u>
<u>HighStar</u>	<u>Striping/RPM's</u>	<u>\$71,655.56</u>
<u>Pendleton Trucking</u>	<u>Hauling</u>	<u>\$307,063.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(use additional sheets if necessary)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Midwest Paving, LLC

By (Written Signature) Matt Kelley

(Printed Name): Matt Kelley

(Title): President

Important — Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

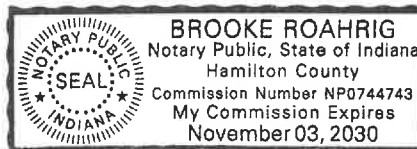
COUNTY OF Hamilton

Subscribed and sworn to before me this 28th day of February, 2025

commission expires: 11/03/2030 (Signed): Brooke Reig

Residing in Hamilton County, State Indiana

198613 3/15982-10



DOCUMENT 00 53 60 – AFFIDAVIT REGARDING CONTRACTOR DOING BUSINESS
WITH THE GOVERNMENT OF IRAN

Pursuant to Indiana Code 5-22-16.5, the Contractor entering into a Contract with the Owner is required to certify they are not engaged in business with the Government of Iran, as defined in IC 5-22-16.5.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor is not disqualified because of the requirement of IC 5-22-16.5.

(Contractor): Midwest Paving, LLC

By (Written Signature): Matt Kelley

(Printed Name): Matt Kelley

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton

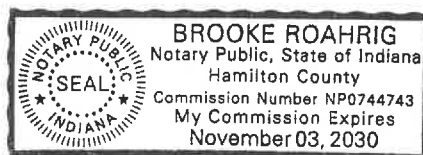
Subscribed and sworn to before me this 28th day of February,
20 25.

My commission expires: 11/03/2030

(Signed) Brooke Roahrig

Residing in Hamilton County,

State of Indiana



BID BOND
City of Fishers

Instructions To Bidders:

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety Company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR	(Name and Address): Midwest Paving, LLC 11827 Greenfield Ave, Noblesville, IN 46060
SURETY	(Name and Address of Principal Place of Business): Continental Casualty Company 151 N. Franklin Street, Chicago, IL 60606
OWNER	City of Fishers One Municipal Drive Fishers, Indiana 46038

BID

Bid Due Date: 2/28/2025

Project Description ("Project"): Road Resurfacing Contract 25-1

BOND

Bond Number: Bid Bond

Date: (Not earlier than Bid due date): February 28, 2025

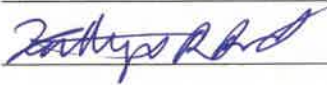
Penal Sum (5% of Bid Proposal): one hundred forty nine thousand, eight hundred eighty-eight and four cents \$ 149,888.04

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company: Midwest Paving, LLC
Signature: 
Printed: Matt Kelley
Title: Managing Member

"Surety"

Company: Continental Casualty Company
By: 
Printed: Kathryn R. Postma, Attorney-in-Fact
Counter-signed: N/A

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or
 - 3.2 All Bids are rejected by Owner, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma, Angela M. Riley, Larry J. Simons, Brian T. Morton, Andrew A. Lanphere, Sarah J Smith-Hollers, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of January, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten

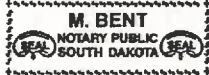
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of January, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of February, 2025

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

DATE: February 28, 2025

TO: City of Fishers

RE: CONTRACTOR: Midwest Paving, LLC

BID DATE: February 28, 2025

PROJECT: Road Resurfacing Contract 25-1

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Midwest Paving, LLC.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Kathryn R. Postma

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma, Individually

of Carmel, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No:

Principal: Midwest Paving, LLC

Obligee: City of Fishers

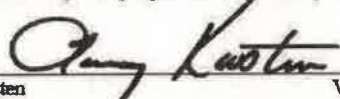
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

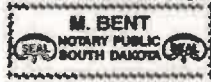

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026




M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of February, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$6,500.00	\$6,500.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$25,000.00	\$25,000.00
3	MILLING, ASPHALT, 1.5"	162023.00	SYS	\$1.00	\$162,023.00
4	MILLING, ASPHALT, 2.0"	14116.00	SYS	\$1.65	\$23,291.40
5	MONUMENT/SURVEY MARKER SET	9.00	EACH	\$1,850.00	\$16,650.00
6	HMA, BASE REPAIR, TYPE C	3587.00	TON	\$130.00	\$466,310.00
7	HMA WEDGE AND LEVEL, TYPE C	25.00	TON	\$90.00	\$2,250.00
8	HMA SURFACE 9.5mm, TYPE C	14926.00	TON	\$91.00	\$1,358,266.00
9	CONSTRUCTION SIGN, A	45.00	EACH	\$218.00	\$9,810.00
10	MAINTAINING TRAFFIC	1.00	LS	\$2,500.00	\$2,500.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	95.00	EACH	\$44.21	\$4,199.95
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	20106.00	LFT	\$0.79	\$15,883.74
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	19097.00	LFT	\$0.79	\$15,086.63
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	66.00	LFT	\$5.04	\$332.64
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"	468.00	LFT	\$1.84	\$861.12
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	92.00	LFT	\$13.88	\$1,276.96
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	25.00	EACH	\$219.00	\$5,475.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	7.00	EACH	\$234.00	\$1,638.00
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	50.00	LFT	\$13.88	\$694.00
20	TRANSVERSE MARKING, THERMO, YIELD LINE, WHITE, 24"	92.00	LFT	\$21.82	\$2,007.44
21	PAVEMENT MARKING, LINE GROOVING	3568.00	LFT	\$0.81	\$2,890.08
22	EXCAVATION, COMMON	21.00	CYS	\$210.00	\$4,410.00
23	CASTING, ADJUST TO GRADE	1.00	EACH	\$345.00	\$345.00
24	CURB AND GUTTER, REMOVE	9568.00	LFT	\$7.75	\$74,152.00
25	SIDEWALK, CONCRETE, REMOVE	2250.00	SYS	\$17.10	\$38,475.00
26	SIDEWALK, CONCRETE	2297.00	SYS	\$56.00	\$128,632.00
27	CURB RAMP, CONCRETE	792.00	SYS	\$276.00	\$218,592.00
28	CURB AND GUTTER, CONCRETE	1438.00	LFT	\$30.00	\$43,140.00
29	CURB AND GUTTER, ROLL CURB	8230.00	LFT	\$30.00	\$246,900.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	331.50	SYS	\$275.50	\$91,328.25
31	SAW CUT FOR ROADWAY LOOP AND SEALANT	75.00	LFT	\$45.00	\$3,375.00
32	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	570.00	LFT	\$3.25	\$1,852.50
33	MULCHED SEEDING, TYPE U	1179.00	SYS	\$20.00	\$23,580.00
34	ASPHALT FOR TACK COAT	33.00	TON	\$1.00	\$33.00
TOTAL				\$	\$ 2,997,760.71

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 260.00	\$ 260.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 1,000.00	\$ 1,000.00
4	MILLING, ASPHALT, 2.0"	7,800.00	SYS	\$ 1.65	\$ 12,870.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	90.00	TON	\$ 130.00	\$ 11,700.00
8	HMA SURFACE 9.5mm, TYPE C	858.00	TON	\$ 91.00	\$ 78,078.00
9	CONSTRUCTION SIGN, A	4.00	EACH	\$ 218.00	\$ 872.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 100.00	\$ 100.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	2.00	EACH	\$ 44.21	\$ 88.42
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	1,679.00	LFT	\$ 0.79	\$ 1,326.41
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	1,655.00	LFT	\$ 0.79	\$ 1,307.45
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"	468.00	LFT	\$ 1.84	\$ 861.12
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	15.00	EACH	\$ 219.00	\$ 3,285.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	1.00	EACH	\$ 234.00	\$ 234.00
20	TRANSVERSE MARKING, THERMO, YIELD LINE, WHITE, 24"	92.00	LFT	\$ 21.82	\$ 2,007.44
21	PAVEMENT MARKING, LINE GROOVING	3,568.00	LFT	\$ 0.81	\$ 2,890.08
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 118,730.92

Includes:

Road name: Cumberland Rd

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 130.00	\$ 130.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 500.00	\$ 500.00
4	MILLING, ASPHALT, 2.0"	6,316.00	SYS	\$ 1.65	\$ 10,421.40
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	450.00	TON	\$ 130.00	\$ 58,500.00
8	HMA SURFACE 9.5mm, TYPE C	695.00	TON	\$ 91.00	\$ 63,245.00
9	CONSTRUCTION SIGN, A	2.00	EACH	\$ 218.00	\$ 436.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 50.00	\$ 50.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	1.00	EACH	\$ 44.21	\$ 44.21
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	3,260.00	LFT	\$ 0.79	\$ 2,575.40
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	2,760.00	LFT	\$ 0.79	\$ 2,180.40
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	33.00	LFT	\$ 5.04	\$ 166.32
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"	-	LFT	\$ 1.84	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	35.00	LFT	\$ 13.88	\$ 485.80
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	6.00	EACH	\$ 219.00	\$ 1,314.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	4.00	EACH	\$ 234.00	\$ 936.00
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 142,835.53

Includes:

Road name: E. 106th Street

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 130.00	\$ 130.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 500.00	\$ 500.00
3	MILLING, ASPHALT, 1.5"	5,007.00	SYS	\$ 1.00	\$ 5,007.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	255.00	TON	\$ 130.00	\$ 33,150.00
8	HMA SURFACE 9.5mm, TYPE C	413.00	TON	\$ 91.00	\$ 37,583.00
9	CONSTRUCTION SIGN, A	6.00	EACH	\$ 218.00	\$ 1,308.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 50.00	\$ 50.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	9.00	EACH	\$ 44.21	\$ 397.89
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	11,282.00	LFT	\$ 0.79	\$ 8,912.78
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	11,282.00	LFT	\$ 0.79	\$ 8,912.78
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	20.00	LFT	\$ 13.88	\$ 277.60
22	EXCAVATION, COMMON	15.00	CYS	\$ 210.00	\$ 3,150.00
28	CURB AND GUTTER, CONCRETE	100.00	LFT	\$ 30.00	\$ 3,000.00
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 104,230.05

Includes:

Road name: Gray Eagle Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 780.00	\$ 780.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 3,000.00	\$ 3,000.00
3	MILLING, ASPHALT, 1.5"	23,307.00	SYS	\$ 1.00	\$ 23,307.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	626.00	TON	\$ 130.00	\$ 81,380.00
8	HMA SURFACE 9.5mm, TYPE C	1,926.00	TON	\$ 91.00	\$ 175,266.00
9	CONSTRUCTION SIGN, A	7.00	EACH	\$ 218.00	\$ 1,526.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 300.00	\$ 300.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	11.00	EACH	\$ 44.21	\$ 486.31
24	CURB AND GUTTER, REMOVE	1,215.00	LFT	\$ 7.75	\$ 9,416.25
25	SIDEWALK, CONCRETE, REMOVE	300.00	SYS	\$ 17.10	\$ 5,130.00
26	SIDEWALK, CONCRETE	300.00	SYS	\$ 56.00	\$ 16,800.00
27	CURB RAMP, CONCRETE	109.00	SYS	\$ 276.00	\$ 30,084.00
28	CURB AND GUTTER, CONCRETE	180.00	LFT	\$ 30.00	\$ 5,400.00
29	CURB AND GUTTER, ROLL CURB	1,035.00	LFT	\$ 30.00	\$ 31,050.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	45.00	SYS	\$ 275.50	\$ 12,397.50
33	MULCHED SEEDING, TYPE U	242.00	SYS	\$ 20.00	\$ 4,840.00
34	ASPHALT FOR TACK COAT	5.50	TON	\$ 1.00	\$ 5.50
TOTAL				\$	\$ 403,018.56

Includes:

Road name: Hoosier Rd

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 130.00	\$ 130.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 500.00	\$ 500.00
3	MILLING, ASPHALT, 1.5"	5,757.00	SYS	\$ 1.00	\$ 5,757.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	191.00	TON	\$ 130.00	\$ 24,830.00
7	HMA WEDGE AND LEVEL, TYPE B	25.00	TON	\$ 90.00	\$ 2,250.00
8	HMA SURFACE 9.5mm, TYPE C	475.00	TON	\$ 91.00	\$ 43,225.00
9	CONSTRUCTION SIGN, A	3.00	EACH	\$ 218.00	\$ 654.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 50.00	\$ 50.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	1.00	EACH	\$ 44.21	\$ 44.21
12	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	3,885.00	LFT	\$ 0.79	\$ 3,069.15
13	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	3,400.00	LFT	\$ 0.79	\$ 2,686.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	33.00	LFT	\$ 5.04	\$ 166.32
15	LINE, THERMOPLASTIC, DOTTED, WHITE, 4"		LFT	\$ 1.84	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	37.00	LFT	\$ 13.88	\$ 513.56
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	4.00	EACH	\$ 219.00	\$ 876.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	2.00	EACH	\$ 234.00	\$ 468.00
24	CURB AND GUTTER, REMOVE	28.00	LFT	\$ 7.75	\$ 217.00
25	SIDEWALK, CONCRETE, REMOVE	20.00	SYS	\$ 17.10	\$ 342.00
26	SIDEWALK, CONCRETE	20.00	SYS	\$ 56.00	\$ 1,120.00
27	CURB RAMP, CONCRETE	7.00	SYS	\$ 276.00	\$ 1,932.00
28	CURB AND GUTTER, CONCRETE	12.00	LFT	\$ 30.00	\$ 360.00
29	CURB AND GUTTER, ROLL CURB	16.00	LFT	\$ 30.00	\$ 480.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	3.00	SYS	\$ 275.50	\$ 826.50
31	SAW CUT FOR ROADWAY LOOP AND SEALANT	75.00	LFT	\$ 45.00	\$ 3,375.00
32	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	570.00	LFT	\$ 3.25	\$ 1,852.50
33	MULCHED SEEDING, TYPE U	2.00	SYS	\$ 20.00	\$ 40.00
34	ASPHALT FOR TACK COAT	1.00	TON	\$ 1.00	\$ 1.00
TOTAL				\$	\$ 97,615.24

Includes:

Road name: Sandstone Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 2,080.00	\$ 2,080.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 8,000.00	\$ 8,000.00
3	MILLING, ASPHALT, 1.5"	54,322.00	SYS	\$ 1.00	\$ 54,322.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	556.00	TON	\$ 130.00	\$ 72,280.00
8	HMA SURFACE 9.5mm, TYPE C	4,482.00	TON	\$ 91.00	\$ 407,862.00
9	CONSTRUCTION SIGN, A	21.00	EACH	\$ 218.00	\$ 4,578.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 800.00	\$ 800.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	33.00	EACH	\$ 44.21	\$ 1,458.93
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	50.00	LFT	\$ 13.88	\$ 694.00
23	CASTING, ADJUST TO GRADE	1.00	EACH	\$ 345.00	\$ 345.00
24	CURB AND GUTTER, REMOVE	3,365.00	LFT	\$ 7.75	\$ 26,078.75
25	SIDEWALK, CONCRETE, REMOVE	670.00	SYS	\$ 17.10	\$ 11,457.00
26	SIDEWALK, CONCRETE	670.00	SYS	\$ 56.00	\$ 37,520.00
27	CURB RAMP, CONCRETE	235.00	SYS	\$ 276.00	\$ 64,860.00
28	CURB AND GUTTER, CONCRETE	402.00	LFT	\$ 30.00	\$ 12,060.00
29	CURB AND GUTTER, ROLL CURB	2,963.00	LFT	\$ 30.00	\$ 88,890.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	94.50	SYS	\$ 275.50	\$ 26,034.75
33	MULCHED SEEDING, TYPE U	464.00	SYS	\$ 20.00	\$ 9,280.00
34	ASPHALT FOR TACK COAT	10.00	TON	\$ 1.00	\$ 10.00
TOTAL				\$	\$ 830,460.43

Includes:

Road name: Sawgrass Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 1,950.00	\$ 1,950.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 7,500.00	\$ 7,500.00
3	MILLING, ASPHALT, 1.5"	49962.00	SYS	\$ 1.00	\$ 49,962.00
5	MONUMENT/SURVEY MARKER SET	2.00	EACH	\$ 1,850.00	\$ 3,700.00
6	HMA, BASE REPAIR, TYPE B	1149.00	TON	\$ 130.00	\$ 149,370.00
8	HMA SURFACE 9.5mm, TYPE C	4124.00	TON	\$ 91.00	\$ 375,284.00
9	CONSTRUCTION SIGN, A	2.00	EACH	\$ 218.00	\$ 436.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 750.00	\$ 750.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	27.00	EACH	\$ 44.21	\$ 1,193.67
22	EXCAVATION, COMMON	6.00	CYS	\$ 210.00	\$ 1,260.00
24	CURB AND GUTTER, REMOVE	3749.00	LFT	\$ 7.75	\$ 29,054.75
25	SIDEWALK, CONCRETE, REMOVE	850.00	SYS	\$ 17.10	\$ 14,535.00
26	SIDEWALK, CONCRETE	897.00	SYS	\$ 56.00	\$ 50,232.00
27	CURB RAMP, CONCRETE	297.50	SYS	\$ 276.00	\$ 82,110.00
28	CURB AND GUTTER, CONCRETE	498.00	LFT	\$ 30.00	\$ 14,940.00
29	CURB AND GUTTER, ROLL CURB	3251.00	LFT	\$ 30.00	\$ 97,530.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	127.50	SYS	\$ 275.50	\$ 35,126.25
33	MULCHED SEEDING, TYPE U	366.00	SYS	\$ 20.00	\$ 7,320.00
34	ASPHALT FOR TACK COAT	8.50	TON	\$ 1.00	\$ 8.50
TOTAL				\$	\$ 922,262.17

Includes:

Road name: Sawgrass Combined

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1.00	LS	\$ 1,040.00	\$ 1,040.00
2	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 4,000.00	\$ 4,000.00
3	MILLING, ASPHALT, 1.5"	23,668.00	SYS	\$ 1.00	\$ 23,668.00
5	MONUMENT/SURVEY MARKER SET	1.00	EACH	\$ 1,850.00	\$ 1,850.00
6	HMA, BASE REPAIR, TYPE B	270.00	TON	\$ 130.00	\$ 35,100.00
8	HMA SURFACE 9.5mm, TYPE C	1,953.00	TON	\$ 91.00	\$ 177,723.00
10	MAINTAINING TRAFFIC	1.00	LS	\$ 400.00	\$ 400.00
11	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	11.00	EACH	\$ 44.21	\$ 486.31
24	CURB AND GUTTER, REMOVE	1,211.00	LFT	\$ 7.75	\$ 9,385.25
25	SIDEWALK, CONCRETE, REMOVE	410.00	SYS	\$ 17.10	\$ 7,011.00
26	SIDEWALK, CONCRETE	410.00	SYS	\$ 56.00	\$ 22,960.00
27	CURB RAMP, CONCRETE	143.50	SYS	\$ 276.00	\$ 39,606.00
28	CURB AND GUTTER, CONCRETE	246.00	LFT	\$ 30.00	\$ 7,380.00
29	CURB AND GUTTER, ROLL CURB	965.00	LFT	\$ 30.00	\$ 28,950.00
30	TRUNCATED DOMES, HOT DIPPED BLACK	61.50	SYS	\$ 275.50	\$ 16,943.25
33	MULCHED SEEDING, TYPE U	105.00	SYS	\$ 20.00	\$ 2,100.00
34	ASPHALT FOR TACK COAT	5.00	TON	\$ 1.00	\$ 5.00
TOTAL				\$	\$ 378,607.81

Includes:

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 20th day of March, 2025, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Midwest Paving, LLC ("Contractor"), for the project described as "Road Resurfacing Contract 25-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

City of Fishers Engineering Department
One Municipal Drive
Fishers, Indiana 46038

Contractor:

Midwest Paving, LLC
11827 Greenfield Avenue
Noblesville, IN 46060

Project:

Road Resurfacing Contract 25-1

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. Supervision and Construction Procedures. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. Labor and Materials. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. Taxes. If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. Permits, Fees and Notices. Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. Survey. Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. Clean-Up. Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. Subcontractors. Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. Contractor's Representations. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____ One Hundred and eighty _____ (180_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____ thirty _____ (30_) days after the date when the Contract Time commences to run. The term "day" as used in the

Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. Commencement. It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. Overtime. Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. Delay. Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One

thousand dollars (\$1,000.00) for each day that expires after the time specified herein for each Intermediate Completion Milestone until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One thousand dollars (\$1,000.00) for each day that expires after the time specified herein for completion and readiness for final payment.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of Two Million,

Nine Hundred Ninety-Seven Thousand, Seven Hundred Sixty dollars and Seventy-One cents, (\$ 2,997,760.71)

(“Contract Price”), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported

by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is

hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the

Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract

Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Hatem Mekky, P.E.
City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Matt Kelley
11827 Greenfield Avenue
Noblesville, IN 46060

Article 12. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. No Third Party Beneficiaries. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. Prior Agreements. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. Owner's Property. Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. Relationship. The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions

hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:

CITY OF FISHERS

BY: _____

Printed Name: Scott Fadness

Title: Mayor

Date: 3/25/2025

CONTRACTOR:

BY: _____

Printed Name: Matt Kelley

Title: President

Date: 03/20/2025

ATTEST:

Date: _____

3/25/2025

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 25-1

WORK: Asphalt Road Resurfacing, ADA curb ramp reconstruction & Miscellaneous paving work in Sawgrass, E. 106th St., 106th/USA RAB, Sandstone, Grey Eagle, Summerlin Trails, Hoosier Rd, and Cumberland Rd.

DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038

CITY OF FISHERS, INDIANA

Appendix B Enumeration of

Contract Documents

1. This Agreement (pages A-1 to A-15, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers____to ____inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered____through____, inclusive with each sheet bearing the general title:
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. _____
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-__, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the “Work”)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Midwest Paving, LLC

By (Written Signature) _____

(Printed Name): Matt Kelley

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

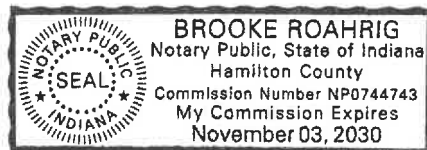
COUNTY OF Hamilton

Subscribed and sworn to before me this 20th day of March, 2025

My commission expires: 11/03/2030 (Signed): Brooke Roahrig

Residing in Hamilton County, State Indiana

1986133/15982-10



CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal



City of Fishers Board of Public Works & Safety

Board Action Form

MEETING DATE	3/25/25	RESOLUTION NO.	R032525L
TITLE OF AGENDA ITEM	Request to approve Local Roads and Bridges Matching Grant Agreement for (		
PRESENTER/DEPARTMENT	Rich Bassett - Engineering Department		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	The City of Fishers received a matching grant through the Community Crossings Matching Grant of \$1,500,000 for Road Resurfacing. This Grant Program provides funding to cities, towns, and counties across Indiana to make improvements to local roads and bridges. Community Crossings is a partnership between INDOT and Hoosier communities, both urban and rural, to invest in infrastructure projects that catalyze economic development, create jobs, and strengthen local transportation networks. Counties with a population of greater than 50,000 people will receive funds using a 50/50% match. The agreement presented today is a substantially similar agreement with INDOT that was approved in 2024.		
EXPENDITURE \$	N/A		
BUDGETED \$	N/A		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☐ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☒ Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the BPW&S Clerk. ☒ Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	☐ Document will be recorded by another party. Name of person or entity recording the document: _____	
BUDGET INFORMATION	Expense Account:	N/A	
	Current Available Budget:	N/A	
	Controller's Office Approval:	N/A	

RESOLUTION NO. R032525L

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY ACCEPTING THE 2025 COMMUNITY CROSSINGS MATCHING GRANT FUND PROGRAM AND APPROVING GRANT AGREEMENT WITH THE INDIANA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Indiana Department of Transportation (“INDOT”) has reviewed and selected projects for funding in the 2025-1 Community Crossings Matching Grant Fund Program (the “Grant Program”);

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) has been preliminarily awarded One Million, Five Hundred Thousand Dollars (\$1,500,000) in Community Crossings Matching Grant Funds (“CCMG Funds”);

WHEREAS, Fishers plans to utilize the CCMG Funds to resurface certain arterial roads (“Project”), as more particularly described in that certain Local Roads and Matching Grant Agreement (“Agreement”), attached hereto and incorporated herein, to be entered into between Fishers and INDOT;

WHEREAS, CCMG Funds, which are administered by INDOT, will be used for funding up to 50% of the construction of the Project or the purchase of materials for the Project;

WHEREAS, pursuant to the Agreement, all CCMG Funds received by Fishers shall be used only to implement the Project or provide the services in conformance with the Agreement; and

WHEREAS, Fishers now desires to accept the CCMG Funds, authorize the execution of the Agreement, and take other actions as set forth herein.

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

Section 1. The Board hereby accepts the CCMG Funds from INDOT.

Section 2. The Board hereby authorizes the Mayor and Director of Engineering to execute the Agreement in a form substantially similar to Exhibit A, and any and all documents related to the use of the CCMG Funds.

Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 25th day of March, 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____

Kari Adriano, Board Clerk



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

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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #0000000000000000000091788

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and CITY OF FISHERS, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of up to **\$1,500,000.00** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy-day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan submitted to Purdue University's Local Technical Assistance Program (LTAP) and made available to the State.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the total contract amount;
- D. Disbursement of grant funds will not be made until the Grantee's submission of the Project Material Bid for Force Account Work or a fully executed contract with a contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Grant Funds.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment of grant funds will be processed only upon receipt of a Notification of Contractor Award and Funding letter and all required documentation.

C. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee up to **50% of the eligible Project costs based upon the accepted contractor's low bid**. The maximum amount of state funds allocated to the Project shall not exceed **\$1,500,000.00**.

D. Pursuant to Ind. Code § 8-23-30, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with**

reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Colette Ritter
Greenfield District
32 South Broadway
Greenfield, Indiana 46140
Email: CRitter@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Fishers
ATTN: Mayor Scott Fadness
One Municipal Drive
Fishers, IN 46038
Email: fadnesss@fishers.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Fishers

Indiana Department of Transportation

By: _____

By: _____

Title: Mayor

(for) Kent Abernathy, Commissioner

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

Approved as to Form and Legality:
***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on August 14, 2024.
FA 24-44***

This instrument was prepared by the undersigned attorney:
Kirstie Andersen, #20005-49

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **2500171**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location:

Route Name	From	To
GRAY EAGLE DR	116th Street	Duval Drive
HANLEY DR	Gladstone Ct	Darsley Drive
DARSLEY DR	Whitebridge Drive	End of Road
GLADSTONE CT	HANLEY DRIVE	END OF ROAD
TASMAN CIR	GRAY EAGLE DRIVE	END OF ROAD
TIMKIN CT	GRAY EAGLE DRIVE	END OF ROAD
HAMBLE BLVD	116th Street	Brooks School Road
WEATHERED EDGE DR	Quarry Face Court	Castlestone Drive
CASTLESTONE DR	Weathered Edge Drive	Cobblestone Drive
STEPPING STONE DR	Castlestone Drive	Weathered Edge Drive
COBBLESTONE DR	555ft South of Weathered Edge Drive	200ft North of Weathered Edge Drive
TOPROCK CT	Castlestone Drive	End of Road
BEDROCK CT	Castlestone Drive	End of Road
LAVA ROCK CT	Castlestone Drive	End of Road
QUARRY FACE CT	Weathered Edge Drive	End of Road
RIVERVALLEY DR	Cultured Stone Drive	Driftstone Dr
SPLIT GRANITE DR	River Valley Drive	Driftstone Drive
CULTURED STONE DR	Quarry Face Court	Carriage Stone Drive
CHISLED STONE DR	Carriage Stone Drive	End of Road
SLATE DR	Weathered Edge Drive	Carriage Stone Drive
CARRIAGE STONE DR	Cultured Stone Drive	End of Road
FLINTSTONE CT	Cobblestone Drive	End of Road
CUMBERLAND RD	126th Street	1360ft south of 126th Street
E 106TH ST	Hoosier Rd roundabout	Hawthorne Ridge
USA PKWY	295ft North of Roundabout	roundabout
106TH ST	135ft west of Roundabout	thru roundabout to 490ft east of roundabout
HOOSIER RD	116th Street	426ft South of Hamilton Pass
HAMILTON PASS	Hoosier Rd	Midnight Pass

HARRISTON DR	Midnight Pass	End of Road
PLUM HOLLOW CIR	Fairway Ridge Drive	End of Road
SAYBROOK CT	Plum Hollow Circle	Saybrook Court
LUCIA CT	Fairway Ridge Lane	End of Road
FAIRWAY RIDGE LN	Harriston Drive	End of Road
CODY LN	Blueberry Lane	Woodward Drive
BLUE BERRY LN	Midnight Pass	Woodward Drive
WOODWARD DR	Sawgrass Drive	Fairway Ridge Lane
PARROT CT	Sawgrass Drive	End of Road
KILLINGTON CIR	Sawgrass Drive	End of Road
MIDNIGHT PASS	Sawgrass Drive	Haig Point Drive
SAWGRASS DR	Fall Road	End of Road
RISING SUN WAY	121st Street	Treasure Trail
SWEET CREEK TR	Rising Sun Way	Cool Winds Way
TREASURE TR	Rising Sun Way	Sagamore Woods Drive
ROUNDTREE RD	Treasure Trail	Sagamore Woods Drive
SAGAMORE WOODS DR	Sweet Creek Trail	Treasure Trail
RUNNING SPRINGS RD	Treasure Trail	Sweet Creek Trail
RAMBLING RD	Treasure Trail	Sweet Creek Trail
TUCKAWAY CT	Sweet Creek Trail	End of Road
BENTWATER LN	End of Road	End of Road
HAIGPOINT DR	Midnight Pass	Harriston Drive

Application ID: **14393**

A general scope/description of the Project is as follows:

The Project is a Pavement Overlay Project located throughout the City of Fishers. The roadways that are included in this project are both main thoroughfare roadways and local neighborhood streets. The project will include milling and resurfacing of the existing pavement, base repairs, curb repair/replacement, ADA curb ramps upgrades, sidewalk panel replacement, and other work typical within a road resurfacing contract. This contract will be the first of two contracts the City plans to undertake for the 2025 resurfacing of roadways. This contract will include approximately 11.75 center-line miles of roadway to be addressed and approximately 227 ADA curb ramps will be upgraded to meet current compliance standards.

The maximum amount of state funds allocated to the Project shall not exceed \$1,500,000.00.

**ATTACHMENT B
AWARD LETTER**



February 28, 2025

City of Fishers
Mayor Scott Fadness
One Municipal Drive
Fishers, IN 46038

RE: Community Crossing Matching Grant Fund 2025-1 Award Letter

Dear Mayor Scott Fadness:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2025-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
14393	\$1,500,000.00	All
TOTAL	\$1,500,000.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Colette Ritter, (317) 233-1481 or critter1@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Eaton-McKallip

Director of Local Programs
Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer





City of Fishers Board of Public Works & Safety Board Action Form

MEETING DATE	03/25/25	RESOLUTION NO.	R032525M
TITLE OF AGENDA ITEM	Request to approve a resolution amending the City of Fishers Traffic Schedule		
PRESENTER/DEPARTMENT	Rich Bassett - Engineering Department		
BACKGROUND - Description of item being presented. - Description of previous actions by the Board for this project, include previous Resolution No. - Other parties involved. - Were quotes/bids received? How many? - Attach all quotes/bids - If a special purchase, the basis of special purchase. - Other justification for approval of item.	This Resolution would approve a new No Parking Zone along the both sides of Britton Park Rd, Trade Center Drive, and Park Court generally located south of 141st St and north of 135th St. These roads were recently dedicated and accepted into the City of Fishers road inventory. In recent months vehicles have been parking on both sides Britton Park Road and Trade Center Drive creating safety concerns for pedestrians and other drivers. As an update to the City of Fishers Traffic Code, Chapter 75 Parking: Schedule I. Prohibited Parking will be amended per new Resolution No. R032525M		
EXPENDITURE \$	N/A		
BUDGETED \$	N/A		
PUBLIC HEARING REQUIRED	☐ Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	☒ Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	☐ Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 ☐ Contract or Agreement – Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	☐ Document must be recorded with the County Recorder's Office by the City ☒ Document does not need recorded with the County Recorder's Office by the City	☐ Document will be recorded by another party. Who is recording the document? _____	
BUDGET INFORMATION	Expense Account:	N/A	
	Current Available Budget:	N/A	
	Controller's Office Approval:	N/A	

RESOLUTION NO. R032525M

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND
SAFETY AMENDING THE CITY OF FISHERS' TRAFFIC AND PARKING
SCHEDULES**

WHEREAS, the Common Council ("Council") of the City of Fishers, Hamilton County, Indiana ("City") meeting in regular session, adopted Ordinance No. 031615B delegating various authorities regarding the City's Traffic Code to the Board of Public Works & Safety.

WHEREAS, the Board of Public Works & Safety, from time to time must revise the City's Traffic & Parking Code and Schedules to accommodate traffic improvements and change in traffic flow within the City's corporate boundaries; and

WHEREAS, the Board of Public Works & Safety now desires to amend the City's Parking Schedules as follows: Chapter 75 Parking: Schedule I (Prohibited Parking)

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

- Section 1.** The Board hereby amends Chapter 75 (Parking), Schedule I (Prohibited Parking) by **adding** certain streets as further defined in Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** All other provisions of Fishers' Traffic Code not in conflict with or specifically changed by this amendment shall remain in full force and effect.
- Section 3.** This amendment shall become effective upon its adoption and publication in accordance with law.

ALL OF WHICH IS RESOLVED by this City of Fishers Board of Public Works & Safety this 25th day of March 2025.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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

PARKING SCHEDULE I. Prohibited Parking is hereby amended by adding the following Prohibited Parking:

<i>Street</i>	<i>Description</i>	<i>Side</i>	<i>Res./Ord. No.</i>	<i>Passage Date</i>
Britton Park Road	Restricted Parking between 141 st St and 135 th St. in accordance with signage or in accordance with Traffic Code § 72.13.	Both sides	R032525M	3/25/25
Trade Center Drive	Restricted Parking between 141 st St and Britton Park Rd in accordance with signage or in accordance with Traffic Code § 72.13	Both sides	R032525M	3/25/25
Park Court	East of Britton Park Rd in accordance with signage or in accordance with Traffic Code § 72.13.	Both sides	R032525M	3/25/25



- Full Depth Reconstruction
- Subgrade Treatment
 - Underdrains
 - Spot Curb Reconstruction
 - ADA Curb Ramp Reconstruction
 - Compacted Agg #53
 - Base 25mm HMA
 - Inter. 19mm HMA
 - Surface 9.5mm HMA

- Full Width Mill and Resurface
- Spot Location Base Repair
 - Edge to Edge Milling of Surface
 - Resurface 9.5mm HMA

Legend

- Full Depth Reconstruction
- Full Width Mill & Resurface

Britton Park Rd, Trade Center Drive, and Park Ct No Parking zone

FISHERS
EST. 1872

0 125 250 500 Feet

Set 1 of 1

Exhibit

Page 666 of 629

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Steven Orusa, Member		

ATTEST:



DATE:

3/25/25

Kari Adriano, Board Clerk



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

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FISHERS
EST. 1872

0 125 250 500 Feet

Set 1 of 1

Exhibit

Page 666 of 629