



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 11/25/2025 at 9:00 AM

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

Members of the public are encouraged to [submit comments to the board via form submittal](#) before 12 p.m. on the day of the meeting.

See the list of board members at FishersIN.gov/BPWS.

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 10-28-25.
 - b. Request to approve the accounts payable register: Accounts Payable 11-25-25.
- 5. Resolution**
 - a. **R112525** – Request to Approve Quote for Purchase of Equipment.
 - b. **R112525A** – Request to Approve Special Purchase for Operational Technology Cybersecurity Software.
 - c. **R112525C** – Request to Approve Sanitary Sewer Service Agreement (Target).
 - d. **R112525D** – Request to Approve Professional Services Agreement (Lantern Road Widening).

- e. **R112525E** – Request to Approve Agreement with A&F Engineering (Fishers Event Center Traffic Analysis).
- f. **R112525F** – Request to Approve Supplemental No. 1 with VS Engineering.
- g. **R112525G** – Request to Approve Purchase of Replacement Engines for Boston Whaler.
- h. **R112525H** – Request to Approve Declaring Vehicles/Equipment as Surplus for Trade-in.
- i. **R112525I** – Request to Approve Special Purchase of an Ambulance Remount.
- j. **R112525J** – Request to Approve Special Purchase with Hexagon EAM/EAM Solution.
- k. **R112525K** – Request to Approve Special Purchase with EAM Solutions.
- l. **R112525L** – Request to Approve Project for Cyntheanne Park Irrigation Infrastructure Improvements.
- m. **R112525M** – Request to Approve Project for Cyntheanne Park Electrical Infrastructure Improvements.
- n. **R112525N** – Request to Approve Special Purchase for Cyntheanne Park Field Lighting.
- o. **R112525O** – Request to Approve Professional Services Agreement with Kimley-Horn at HSE Practice Field.
- p. **R112525P** – Request to Approve Professional Services Agreement with Kimley Horn at FHS Practice Field.
- q. **R112525Q** – Request to Approve Professional Services Agreement with Kimley Horn at Billerica Park Upper Pod.
- r. **R112525R** – Request to Approve Professional Services Agreement with Kimley-Horn at Cyntheanne Park.
- s. **R112525S** – Request to Approve Professional Services Agreement with Midwestern Electric.
- t. **R112525T** – Request to Approve Special Purchase of Traffic Signal System (Miovision).
- u. **R112525U** – Request to Approve Insurance Based Membership Reimbursement Agreement with Tivity Health Services, LLC.
- v. **R112525V** – Request to Approve Insurance Based Membership Reimbursement

Agreement with American Specialty Health Fitness, Inc.

- w. **R112525W** – Request to Approve Insurance Based Membership Reimbursement Agreement with One Pass Solutions, Inc.
- x. **R112525X** – Request to Approve Duke Easement for Fishers White River Park.
- y. **R112525Y** – Request to Approve Encroachment Agreement.
- z. **R112525Z** – Request to Approve Encroachment Agreement.
- aa. **R112525AA** – Request to Approve Encroachment Agreement.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment

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.

November 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 151 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$5,864,203.97.

Dated this 25th day of November, 2025.

Signatures of Governing Board

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
81145	10/28/2025	MANL	805 Republic Services of	114321	0761-007037642	09/30/2025		T1028	157,517.02
				157,517.02	66040000 34900	Other User Charges			
						CHECK	81145	TOTAL:	157,517.02
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			157,517.02
				TOTAL MANUAL CHECKS		COUNT		AMOUNT	
						1		157,517.02	
								*** GRAND TOTAL ***	157,517.02

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
81146	11/04/2025	EFT	1574 Citizens Energy Grou	114350 260.00	6153710000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	260.00
							CHECK	81146 TOTAL:	260.00
81147	11/04/2025	EFT	1574 Citizens Energy Grou	114351 160.00	1582670000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	160.00
							CHECK	81147 TOTAL:	160.00
81148	11/04/2025	EFT	1574 Citizens Energy Grou	114352 100.00	1316340000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	100.00
							CHECK	81148 TOTAL:	100.00
81149	11/04/2025	EFT	1574 Citizens Energy Grou	114353 290.00	0533900000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	290.00
							CHECK	81149 TOTAL:	290.00
81150	11/04/2025	EFT	1574 Citizens Energy Grou	114354 500.00	6963440000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	500.00
							CHECK	81150 TOTAL:	500.00
81151	11/04/2025	EFT	1574 Citizens Energy Grou	114356 220.00	9136330000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	220.00
							CHECK	81151 TOTAL:	220.00
81152	11/04/2025	EFT	1574 Citizens Energy Grou	114357 235.00	1666060000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	235.00
							CHECK	81152 TOTAL:	235.00
81153	11/04/2025	EFT	1574 Citizens Energy Grou	114358 510.00	0682250000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	510.00
							CHECK	81153 TOTAL:	510.00
81154	11/04/2025	EFT	1574 Citizens Energy Grou	114359 75.00	7140760000 10109012 43100	10/17/2025	22500124	11425EP Professional Services	75.00

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 81154 TOTAL:	75.00
81155	11/04/2025	EFT	1574 Citizens Energy Grou	114360	3481020000	10/17/2025	22500124	11425EP	300.00
				300.00	10109012 43100			Professional Services	
								CHECK 81155 TOTAL:	300.00
81156	11/04/2025	EFT	1574 Citizens Energy Grou	114361	4942450000	10/20/2025	22500124	11425EP	400.00
				400.00	10109012 43100			Professional Services	
								CHECK 81156 TOTAL:	400.00
81157	11/04/2025	EFT	1574 Citizens Energy Grou	114362	1470970796	10/20/2025	22500124	11425EP	1,300.00
				1,300.00	10109012 43100			Professional Services	
								CHECK 81157 TOTAL:	1,300.00
81158	11/04/2025	EFT	1574 Citizens Energy Grou	114363	9850260000	10/15/2025	22500124	11425EP	4,000.00
				4,000.00	10109012 43100			Professional Services	
								CHECK 81158 TOTAL:	4,000.00
81159	11/04/2025	EFT	1574 Citizens Energy Grou	114388	2739310000	10/17/2025		11425EP	1,129.70
				1,129.70	60601013 43100			Professional Services	
								CHECK 81159 TOTAL:	1,129.70
81160	11/04/2025	EFT	2664 Exelon Corporation	114385	4439868	10/27/2025	22500440	11425EP	2,286.42
				15.89	60609014 43500			Utility Services	
				370.53	10109012 43100			Professional Services	
				1,900.00	10109012 43100			Professional Services	
				114386	4439866	10/27/2025	22401394	11425EP	2.37
				2.04	60609014 43500			Utility Services	
				.33	10109012 43100			Professional Services	
								CHECK 81160 TOTAL:	2,288.79
81161	11/04/2025	EFT	805 Republic Services of	114596	0761-007061498	10/25/2025	22500122	11425EP	301.90
				301.90	10109012 43100			Professional Services	
				114597	0761-007059105	10/25/2025	22500122	11425EP	7,622.42
				7,587.86	10109012 43100			Professional Services	
				34.56	60609014 43100			Professional Services	

A/P CASH DISBURSEMENTS JOURNAL

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 81161 TOTAL:	7,924.32
81162	11/04/2025	EFT	3174 The Pitney Bowes Ban	114255	8000909011493785_Oct	10/22/2025		11425EP	252.00
				252.00	21205058 43202	Postage			
								CHECK 81162 TOTAL:	252.00
81163	11/04/2025	EFT	654 Waste Mgmt of Indian	114469	0280139-4672-9	10/30/2025		11425EP	991.33
				991.33	60609014 43100	Professional Services			
								CHECK 81163 TOTAL:	991.33
81164	11/04/2025	EFT	645 WEX Bank	114647	108333828	10/31/2025		11425EP	1,598.05
				1,598.05	10106010 42221	Fuel			
								CHECK 81164 TOTAL:	1,598.05
81165	11/04/2025	PRTD	1417 Hamilton County Reco	114689	Liens11325P	11/03/2025		11425EP	25.00
				25.00	60601013 43100	Professional Services			
								CHECK 81165 TOTAL:	25.00
						NUMBER OF CHECKS	20	*** CASH ACCOUNT TOTAL ***	22,559.19
						TOTAL PRINTED CHECKS	COUNT	1	25.00
						TOTAL EFT'S	COUNT	19	22,534.19
								*** GRAND TOTAL ***	22,559.19

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10103 FIB Health/Flex Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
321	11/12/2025	EFT	1315 Tx: Team Rehab Inc	114649	1963	10/31/2025		111225H	12,900.00
				12,900.00	70400000 43100	Professional Services			
						CHECK		321 TOTAL:	12,900.00
					NUMBER OF CHECKS	1		*** CASH ACCOUNT TOTAL ***	12,900.00
					TOTAL EFT'S		COUNT	AMOUNT	
							1	12,900.00	
								*** GRAND TOTAL ***	12,900.00

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
81166	11/12/2025	EFT	68 A&F Engineering Co L	114699 14,500.00	18949 E 40025001 .PE LOC. 20204010 44920	10/17/2025	22500351	111225	14,500.00
								Capital Expenses	
								CHECK 81166 TOTAL:	14,500.00
81167	11/12/2025	EFT	90 Amazon Web Services	114544 11,054.72 124.08 101.53	2367161749 10106050 43100 60606050 43100 62606050 43100	11/01/2025	22500841	111225	11,280.33
								Professional Services Professional Services Professional Services	
								CHECK 81167 TOTAL:	11,280.33
81168	11/12/2025	EFT	808 Amazon.com LLC	107141 29.91	1XGT-XJ7N-6RCR 10103011 42200	05/14/2025		111225	29.91
								Operating Supplies	
				111877 431.84	1NVQ-WPG7-37FP 10101016 42200	09/03/2025		111225	431.84
								Operating Supplies	
				113873 79.98	1FQT-JNFC-1LM9 10108013 42200	10/14/2025		111225	79.98
								Operating Supplies	
				114242 70.71	1RCF-NJY3-DWCQ 21105058 42200	10/23/2025		111225	70.71
								Operating Supplies	
				114268 9.99	13CH-9GKQ-F91N 27907053 42200	10/23/2025		111225	9.99
								Operating Supplies	
				114269 -8.99	1HFL-VYLL-1T44 27907051 42200	10/22/2025		111225	-8.99
								Operating Supplies	
				114270 -8.99	16HM-9DML-43JW 27907051 42200	10/22/2025		111225	-8.99
								Operating Supplies	
				114271 -8.99	11GM-CXLM-46DP 27907051 42200	10/22/2025		111225	-8.99
								Operating Supplies	
				114272 -8.99	1QG3-3R1F-4431 27907051 42200	10/22/2025		111225	-8.99
								Operating Supplies	
				114273 -8.99	19P3-RYYR-11Y9 27907051 42200	10/22/2025		111225	-8.99
								Operating Supplies	
				114274 51.33	1HHF-MMGN-F6WP 27907052 42200	10/23/2025		111225	51.33
								Operating Supplies	
				114275 -94.99	1LHJ-NHTN-J6L3 27907051 42200	10/23/2025		111225	-94.99
								Operating Supplies	

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				114276	1HLQ-9JNJ-PKNY 2.60 27907054 42200	10/24/2025		111225	2.60
						Operating Supplies			
				114277	1MD4-6PY1-DX73 57.98 10106010 42200	10/25/2025		111225	57.98
						Operating Supplies			
				114281	1HLQ-9JNJ-R9KF 29.84 10105011 42200	10/24/2025		111225	29.84
						Operating Supplies			
				114286	1NQ7-GH39-49V9 154.93 27907055 42200	10/27/2025		111225	154.93
						Operating Supplies			
				114307	1HHF-MMGN-P9F1 40.08 10105013 42200	10/24/2025		111225	40.08
						Operating Supplies			
				114318	17X3-TNKM-PT9J 45.97 10108015 42200	10/24/2025		111225	45.97
						Operating Supplies			
				114322	13F3-YYRT-WQ94 195.57 10108015 42200 50.25 10108012 42200	10/24/2025		111225	245.82
						Operating Supplies			
						Operating Supplies			
				114323	1JDG-LWN7-9CRX 110.00 10108012 42200	10/20/2025		111225	110.00
						Operating Supplies			
				114324	1YCX-NMP4-JVWR 489.89 10108013 42200	09/09/2025		111225	489.89
						Operating Supplies			
				114325	14LK-LFNY-G1V6 433.95 10108015 42200	09/09/2025		111225	433.95
						Operating Supplies			
				114330	1CR1-H67H-371C 431.84 10108012 42200	09/02/2025		111225	431.84
						Operating Supplies			
				114331	1J47-TY4H-NC6C 463.70 10108015 42200	10/17/2025		111225	463.70
						Operating Supplies			
				114335	1NQT-6J7J-6DWD 58.83 10108015 42200	09/11/2025		111225	58.83
						Operating Supplies			
				114337	14RD-PQCX-D4H4 68.75 10108015 42200	10/28/2025		111225	68.75
						Operating Supplies			
				114339	1FJD-T1VL-G39G 24.50 10105013 42200	10/27/2025		111225	24.50
						Operating Supplies			
				114341	1X1M-1Y6W-6LWV 267.84 10105014 42200	10/27/2025		111225	267.84
						Operating Supplies			
				114342	14KR-W9C1-6TQ6 25.98 10105015 42200	10/27/2025		111225	25.98
						Operating Supplies			

A/P CASH DISBURSEMENTS JOURNAL

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VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
114364 43.69	19FT-GTHW-6NPV 27907058 42200	10/27/2025		111225	43.69
		Operating Supplies			
114365 7.99	19PQ-KYXX-D4GK 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114366 7.99	1JXN-HL4Y-DFC6 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114367 7.99	1X1M-1Y6W-CVVG 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114368 7.99	1TP3-1QFQ-6HH9 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114369 7.99	1HHV-NKX4-CVPJ 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114370 7.99	173L-C6K3-6CCK 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114371 7.99	1JXN-HL4Y-DL67 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114372 7.99	1QMD-LF9K-6GLP 27907058 42200	10/27/2025		111225	7.99
		Operating Supplies			
114373 53.50	1G9C-1JX3-F66L 27907055 42200	10/27/2025		111225	53.50
		Operating Supplies			
114374 150.45	1FJ1-GX3F-FFXT 27907055 42200	10/27/2025		111225	150.45
		Operating Supplies			
114378 -49.99	1D3Q-9YM3-Q7PD 27907054 42200	10/27/2025		111225	-49.99
		Operating Supplies			
114379 52.71	1KTW-P3NH-VNYM 27907054 42200	10/27/2025		111225	52.71
		Operating Supplies			
114380 13.85	1HHV-NKX4-V3CX 27907052 42200	10/27/2025		111225	13.85
		Operating Supplies			
114382 79.77	14RD-PQCX-FP7X 27907054 42200	10/28/2025		111225	79.77
		Operating Supplies			
114383 -41.98	14MF-MXYH-44D3 27907051 42200	10/28/2025		111225	-41.98
		Operating Supplies			
114384 -41.98	1ML6-MGT6-GHYQ 27907051 42200	10/28/2025		111225	-41.98
		Operating Supplies			
114393	19QL-4Q63-HDHP	10/29/2025		111225	19.99

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VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET	
19.99	27907052 42200					
		Operating Supplies				
114401	1VD1-1Y4N-LFFQ	10/29/2025		111225	142.28	
142.28	10106192 42200					
		Operating Supplies				
114402	1KQT-4V1M-31WT	10/29/2025		111225	95.94	
95.94	10106192 42200					
		Operating Supplies				
114413	1LKL-4GKR-F7C9	10/29/2025		111225	92.82	
92.82	10103012 42200					
		Operating Supplies				
114426	1DF6-11FP-1973	10/30/2025		111225	90.46	
90.46	27907051 42200					
		Operating Supplies				
114428	17K3-T3XJ-1NFJ	10/30/2025		111225	192.94	
192.94	27907057 42200					
		Operating Supplies				
114430	1CRW-6G3T-3V7M	10/30/2025		111225	68.16	
68.16	27907058 42200					
		Operating Supplies				
114441	1GWG-LKRX-QHFY	10/28/2025		111225	219.99	
219.99	10106192 42200					
		Operating Supplies				
114472	1VPC-HHGF-K94T	10/31/2025		111225	114.45	
114.45	27907057 42200					
		Operating Supplies				
114474	1R37-Q713-KCMV	10/31/2025		111225	127.37	
127.37	27907058 42200					
		Operating Supplies				
114504	1VMY-QRRR-6KXW	10/27/2025		111225	40.33	
40.33	21105058 42200					
		Operating Supplies				
114505	1RC3-KYGL-63VH	10/29/2025		111225	21.99	
21.99	21105058 42200					
		Operating Supplies				
114506	1FGX-Q4TN-CYT6	10/29/2025		111225	74.25	
74.25	21105058 42200					
		Operating Supplies				
114508	1QNR-K6MK-4LQ9	10/30/2025		111225	8.98	
8.98	21105058 42200					
		Operating Supplies				
114509	1C79-F747-47C9	10/29/2025		111225	78.97	
78.97	21105058 42200					
		Operating Supplies				
114511	1MHC-YQXC-J6Q3	10/31/2025		111225	76.48	
76.48	21105058 42200					
		Operating Supplies				
114542	11JF-KVF4-LXDK	10/13/2025	22500956	111225	155.85	
264.47						
		Operating Supplies				
	E 16525001 .IT		.Gen			
25.19	10106050 42200					
		Operating Supplies				

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					E 16525001 .IT 60606050 42200			.Sewer . Operating Supplies	
25.19					E 16525001 .IT 62606050 42200			.Storm . Operating Supplies	
-81.09					E 16525001 .PW 10106050 42200			.Gen . Operating Supplies	
-77.91					E 16525001 .PW 60606050 42200			.Sewer . Operating Supplies	
114611				1GKR-TYR6-4V97 13.26 10105013 42200		10/30/2025		111225	13.26
114613				1MV9-HHG6-DCQ4 26.16 10105011 42200		11/02/2025		111225	26.16
114614				1NGK-6HFF-R9YR 939.00 10105015 42200		10/29/2025		111225	939.00
114615				1YC4-T91R-TQVV -9.68 10105012 42200		10/28/2025		111225	-9.68
114651				17XG-T9Y3-9Y49 179.90 10103011 42200		10/23/2025		111225	179.90
114652				1R1J-VH4K-G4QQ 377.79 10103011 42200		10/27/2025		111225	377.79
114653				1PKD-WW4N-G1KR 740.79 10103011 42200		10/27/2025		111225	740.79
114654				1K3L-KCWN-YC7N 46.08 10103011 42200		10/22/2025		111225	46.08
114660				1QP3-GX1Q-RNRT 12,638.16 10107010 42200		11/01/2025	22500206	111225	12,638.16
114663				113H-3PTP-RXY3 -142.98 10107010 42200		11/01/2025		111225	-142.98
114681				1M9M-HDKV-DRHC 152.99 10101013 42200 51.00 62601013 42200 51.00 60601013 42200		10/23/2025		111225	254.99
114685				1R3F-YXWT-DJ9X 64.94 21105058 42200		10/27/2025		111225	64.94
114686				13GK-9KJ3-94RT 111.96 21105058 42200		10/29/2025		111225	111.96

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

VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
114693 162.03	1CH6-WV9D-F7NF 27907051 42200	11/03/2025		111225	162.03
		Operating Supplies			
114694 109.46	1RRX-7D9D-DTY6 27907051 42200	11/03/2025		111225	109.46
		Operating Supplies			
114731 17.43	19QF-WKDX-6MP1 10101013 42200	10/28/2025		111225	17.43
		Operating Supplies			
114733 12.86	1J46-7KC3-7LTG 21105058 42200	11/03/2025		111225	12.86
		Operating Supplies			
114734 15.29	1GNH-RT6F-3KCX 21105058 42200	11/04/2025		111225	15.29
		Operating Supplies			
114739 37.98	1FFF-HKDX-DTMC 10105011 42200	11/03/2025		111225	37.98
		Operating Supplies			
114845 5.39	13J4-F3GV-473C 62609014 42200	11/04/2025		111225	5.39
		Operating Supplies			
114891 17.99	111P-DFTX-63VW 27907051 42200	11/04/2025		111225	17.99
		Operating Supplies			
114892 362.71	17F7-4NHD-647H 27907055 42200	11/04/2025		111225	362.71
		Operating Supplies			
114893 47.10	19X6-YCKM-6LY9 27907051 42200	11/05/2025		111225	47.10
		Operating Supplies			
114911 148.99	1CY6-T4QV-46XK 10105013 42200	11/06/2025		111225	148.99
		Operating Supplies			
114930 99.60	1NVQ-NWMX-CGRC 27907051 42200	11/06/2025		111225	99.60
		Operating Supplies			
114954 128.99	1HQD-1DF3-LG64 27907054 42200	11/07/2025		111225	128.99
		Operating Supplies			
114955 116.93	1HQD-1DF3-LJ44 27907051 42200	11/07/2025		111225	116.93
		Operating Supplies			
114987 140.35	1K63-THTX-WXDF 27907051 42200	11/08/2025		111225	140.35
		Operating Supplies			
115052 28.48	17LT-QNVD-7369 27907054 42200	11/10/2025		111225	28.48
		Operating Supplies			
115055 17.50	1GNY-NL7W-76RF 27907051 42200	11/10/2025		111225	17.50
		Operating Supplies			

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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
						CHECK	81168	TOTAL:	22,140.96
81169	11/12/2025	EFT	808 Amazon.com LLC	114700	14R6-RKFN-VJJV	10/22/2025	22201233	111225	241.73
				86.59	60604010 42200			Operating Supplies	
				155.14	62604010 42200			Operating Supplies	
						CHECK	81169	TOTAL:	241.73
81170	11/12/2025	EFT	808 Amazon.com LLC	114707	1GLR-K67K-L6C1	10/31/2025	22201233	111225	35.40
				12.68	60604010 42200			Operating Supplies	
				22.72	62604010 42200			Operating Supplies	
						CHECK	81170	TOTAL:	35.40
81171	11/12/2025	EFT	808 Amazon.com LLC	114708	11GM-CXLM-CGYQ	10/23/2025	22201233	111225	85.49
				30.62	60604010 42200			Operating Supplies	
				54.87	62604010 42200			Operating Supplies	
						CHECK	81171	TOTAL:	85.49
81172	11/12/2025	EFT	228 American Eagle Equip	114973	13975	11/05/2025	22401264	111225	761.60
				761.60	20106010 42200			Operating Supplies	
				114981	13974	11/05/2025	22401264	111225	13,579.04
				13,579.04	20106010 42200			Operating Supplies	
				115136	13986	11/10/2025	22401264	111225	240.95
				240.95	20106010 42200			Operating Supplies	
						CHECK	81172	TOTAL:	14,581.59
81173	11/12/2025	EFT	468 American Pump Repair	114627	80224	10/30/2025	22401432	111225	1,175.00
				1,175.00	60609014 43100			Professional Services	
				114628	80223	10/30/2025	22401432	111225	1,175.00
				1,175.00	60609014 43100			Professional Services	
				114629	80225	10/31/2025	22401432	111225	1,175.00
				1,175.00	60609014 43100			Professional Services	
				114630	80226	10/31/2025	22401432	111225	1,175.00
				1,175.00	60609014 43100			Professional Services	
				114631	80227	10/31/2025	22401432	111225	1,175.00
				1,175.00	60609014 43100			Professional Services	
				114633	80228	10/31/2025	22401432	111225	1,175.00

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				1,175.00	60609014 43100			Professional Services	
				114749	80197	10/24/2025	22401387	111225	48,678.00
				31,453.00	60609014 44500			Machinery and Equipment	
				17,225.00	60609014 44500			Machinery and Equipment	
				115028	80244	11/06/2025	22401432	111225	1,175.00
				1,175.00	60609014 43100			Professional Services	
						CHECK	81173	TOTAL:	56,903.00
81174	11/12/2025	EFT	5923 Argent Institutional	115038	76158	10/10/2025		111225	500.00
				500.00	27080000 43100			Professional Services	
				115039	76154	10/10/2025		111225	2,000.00
				2,000.00	47140000 43100			Professional Services	
						CHECK	81174	TOTAL:	2,500.00
81175	11/12/2025	EFT	700 AT&T Mobility	II, L 114479	287303132695x101925	10/11/2025		111225	156.20
				156.20	21105058 43100			Professional Services	
						CHECK	81175	TOTAL:	156.20
81176	11/12/2025	EFT	700 AT&T Mobility	II, L 114480	287299683950x101925	10/11/2025	22500887	111225	418.64
				418.64	10106050 43100			Professional Services	
						CHECK	81176	TOTAL:	418.64
81177	11/12/2025	EFT	700 AT&T Mobility	II, L 114481	287283895228x101925	10/07/2025	22500887	111225	3,048.28
				3,048.28	10106050 43100			Professional Services	
						CHECK	81177	TOTAL:	3,048.28
81178	11/12/2025	EFT	700 AT&T Mobility	II, L 114482	287286291889x101925	10/11/2025	22500886	111225	3,931.44
				3,931.44	62606050 43100			Professional Services	
						CHECK	81178	TOTAL:	3,931.44
81179	11/12/2025	EFT	700 AT&T Mobility	II, L 114483	287288211554x101925	10/11/2025	22500887	111225	6,794.34
				6,794.34	10106050 43100			Professional Services	
						CHECK	81179	TOTAL:	6,794.34

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
81180	11/12/2025	EFT	700 AT&T Mobility	II, L 114484	287301827393x101925	10/11/2025	22500887	111225	10,573.65
				10,573.65	10106050 43100			Professional Services	
								CHECK 81180 TOTAL:	10,573.65
81181	11/12/2025	EFT	700 AT&T Mobility	II, L 114485	287282926527x102025	10/12/2025	22500887	111225	79.73
				79.73	10106050 43100			Professional Services	
								CHECK 81181 TOTAL:	79.73
81182	11/12/2025	EFT	700 AT&T Mobility	II, L 114486	287353965032x102025	10/12/2025		111225	163.48
				163.48	27907051 43910			IT Contracts	
								CHECK 81182 TOTAL:	163.48
81183	11/12/2025	EFT	700 AT&T Mobility	II, L 114487	287282942898x102025	10/12/2025	22500887	111225	219.95
				219.95	10106050 43100			Professional Services	
								CHECK 81183 TOTAL:	219.95
81184	11/12/2025	EFT	700 AT&T Mobility	II, L 114488	287282927199x102025	10/12/2025	22500887	111225	280.71
				280.71	10106050 43100			Professional Services	
								CHECK 81184 TOTAL:	280.71
81185	11/12/2025	EFT	700 AT&T Mobility	II, L 114489	287282745434x102025	10/12/2025	22500887	111225	523.60
				523.60	10106050 43100			Professional Services	
								CHECK 81185 TOTAL:	523.60
81186	11/12/2025	EFT	5846 Ball State Universit	114355	1128	09/11/2025		111225	1,795.00
				1,795.00	10103012 43200			Comms And Transportation	
								CHECK 81186 TOTAL:	1,795.00
81187	11/12/2025	EFT	621 Best Way of Indiana	114750	042923	11/01/2025	22500193	111225	6,025.58
				6,025.58	62609014 43151			Sludge Removal	
				114751	042914	11/01/2025	22500207	111225	51,544.20
				51,544.20	60609014 43151			Sludge Removal	
								CHECK 81187 TOTAL:	57,569.78

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
81188	11/12/2025	EFT	561 Boldens Carpet & Uph	114606	FISHERS-WD167-25-R-2 30,050.14 10109012 43100	10/23/2025	22501058	111225 Professional Services	30,050.14
								CHECK 81188 TOTAL:	30,050.14
81189	11/12/2025	EFT	737 Butler, Fairman & Se	114595	109933 765.76 20104010 43100 382.87 60604010 43100 127.62 62604010 43100	10/20/2025	22401338	111225 Professional Services Professional Services Professional Services	1,276.25
								CHECK 81189 TOTAL:	1,276.25
81190	11/12/2025	EFT	737 Butler, Fairman & Se	114657	110051 2,640.00 E 40022004 .PE 27074010 44200 100.00 E 40022004 .PE 27074010 44200	10/24/2025	22500532	111225 . Infrastructure . Infrastructure	2,740.00
								CHECK 81190 TOTAL:	2,740.00
81191	11/12/2025	EFT	737 Butler, Fairman & Se	114659	110050 452.59 E 40022004 .PE 27074010 44200 417.12 E 40022004 .PE 27074010 44200	10/24/2025	22500532	111225 . Infrastructure . Infrastructure	869.71
								CHECK 81191 TOTAL:	869.71
81192	11/12/2025	EFT	2441 BW Construction LLC	114524	20240420 5,227.27 10101011 43100	10/31/2025	22500277	111225 Professional Services	5,227.27
								CHECK 81192 TOTAL:	5,227.27
81193	11/12/2025	EFT	5850 Calvary Christian sc	114434	2025-001 2,000.00 10101016 43100	10/27/2025		111225 Professional Services	2,000.00
								CHECK 81193 TOTAL:	2,000.00
81194	11/12/2025	EFT	5692 Central Indiana Main	114646	32007028199 8,759.85 27907055 43100	10/13/2025	22501018	111225 Professional Services	8,759.85

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				114648	32007028773	11/01/2025	22501018	111225	14,292.38
				14,292.38	27907055 43100	Professional Services			
							CHECK	81194 TOTAL:	23,052.23
81195	11/12/2025	EFT	3506 Ceramica Inc	114730	24202526	10/13/2025		111225	57.99
				57.99	21701016 36702	Donations			
							CHECK	81195 TOTAL:	57.99
81196	11/12/2025	EFT	714 Cintas Corporation N	114253	5298884710	10/23/2025		111225	7.53
				7.53	10109012 43100	Professional Services			
							CHECK	81196 TOTAL:	7.53
81197	11/12/2025	EFT	714 Cintas Corporation N	114254	5298884709	10/23/2025		111225	9.45
				9.45	10109012 43100	Professional Services			
							CHECK	81197 TOTAL:	9.45
81198	11/12/2025	EFT	714 Cintas Corporation N	114282	4247652659	10/24/2025		111225	107.63
				107.63	10106010 43100	Professional Services			
							CHECK	81198 TOTAL:	107.63
81199	11/12/2025	EFT	714 Cintas Corporation N	114340	4247652894	10/24/2025		111225	183.33
				183.33	10109012 43100	Professional Services			
							CHECK	81199 TOTAL:	183.33
81200	11/12/2025	EFT	714 Cintas Corporation N	114343	4247652941	10/24/2025		111225	479.80
				479.80	10109013 43100	Professional Services			
							CHECK	81200 TOTAL:	479.80
81201	11/12/2025	EFT	714 Cintas Corporation N	114344	4247653047	10/24/2025		111225	192.01
				192.01	20109011 43100	Professional Services			
							CHECK	81201 TOTAL:	192.01
81202	11/12/2025	EFT	714 Cintas Corporation N	114414	4248175885	10/29/2025		111225	124.58
				124.58	10109012 43100	Professional Services			

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 81202 TOTAL:	124.58
81203	11/12/2025	EFT	714 Cintas Corporation	N 114418	4248175883 77.39 10109012 43100	10/29/2025		111225 Professional Services	77.39
								CHECK 81203 TOTAL:	77.39
81204	11/12/2025	EFT	714 Cintas Corporation	N 114419	4248175875 37.26 10109012 43100	10/29/2025		111225 Professional Services	37.26
								CHECK 81204 TOTAL:	37.26
81205	11/12/2025	EFT	714 Cintas Corporation	N 114421	4248175667 66.20 10109012 43100	10/29/2025		111225 Professional Services	66.20
								CHECK 81205 TOTAL:	66.20
81206	11/12/2025	EFT	714 Cintas Corporation	N 114423	4248175567 39.41 10109012 43100	10/29/2025		111225 Professional Services	39.41
								CHECK 81206 TOTAL:	39.41
81207	11/12/2025	EFT	714 Cintas Corporation	N 114425	4248172922 65.51 10109012 43100	10/29/2025		111225 Professional Services	65.51
								CHECK 81207 TOTAL:	65.51
81208	11/12/2025	EFT	714 Cintas Corporation	N 114433	5300155806 9.45 10109012 43100	10/30/2025		111225 Professional Services	9.45
								CHECK 81208 TOTAL:	9.45
81209	11/12/2025	EFT	714 Cintas Corporation	N 114564	4248390268 107.63 10106010 43100	10/31/2025		111225 Professional Services	107.63
								CHECK 81209 TOTAL:	107.63
81210	11/12/2025	EFT	714 Cintas Corporation	N 114668	5299171107 201.78 10107010 42200	10/24/2025		111225 Operating Supplies	201.78
								CHECK 81210 TOTAL:	201.78

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
81211	11/12/2025	EFT	714 Cintas Corporation	N 114710	5300771504 148.51 10106010 42200	11/03/2025		111225	148.51
						Operating Supplies			
						CHECK	81211	TOTAL:	148.51
81212	11/12/2025	EFT	714 Cintas Corporation	N 114740	4248884841 60.42 10105011 43100	11/05/2025		111225	60.42
						Professional Services			
						CHECK	81212	TOTAL:	60.42
81213	11/12/2025	EFT	714 Cintas Corporation	N 114865	4248885333 127.27 10109012 43100	11/05/2025		111225	127.27
						Professional Services			
						CHECK	81213	TOTAL:	127.27
81214	11/12/2025	EFT	714 Cintas Corporation	N 114867	4248885293 79.46 10109012 43100	11/05/2025		111225	79.46
						Professional Services			
						CHECK	81214	TOTAL:	79.46
81215	11/12/2025	EFT	714 Cintas Corporation	N 114869	4248885291 38.26 10109012 43100	11/05/2025		111225	38.26
						Professional Services			
						CHECK	81215	TOTAL:	38.26
81216	11/12/2025	EFT	714 Cintas Corporation	N 114872	4248885030 67.98 10109012 43100	11/05/2025		111225	67.98
						Professional Services			
						CHECK	81216	TOTAL:	67.98
81217	11/12/2025	EFT	714 Cintas Corporation	N 114874	4248884899 46.32 10109012 43100	11/05/2025		111225	46.32
						Professional Services			
						CHECK	81217	TOTAL:	46.32
81218	11/12/2025	EFT	714 Cintas Corporation	N 114972	4249128950 110.05 10106010 43100	11/07/2025		111225	110.05
						Professional Services			
						CHECK	81218	TOTAL:	110.05
81219	11/12/2025	EFT	3018 Contemporary Service	114682	13314177 4,051.25 10107010 43100	09/02/2025	22500875	111225	4,051.25
						Professional Services			

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				114698	13314231	09/09/2025	22500136	111225	3,326.50
				1,476.23	10107010 43100			Professional Services	
				1,850.27	10107010 43100			Professional Services	
							CHECK	81219 TOTAL:	7,377.75
81220	11/12/2025	EFT	1754 Delv Design Studio L	114475	4176	09/25/2025	22501024	111225	10,000.00
				10,000.00	10101014 43100			Professional Services	
							CHECK	81220 TOTAL:	10,000.00
81221	11/12/2025	EFT	1104 Eastern Engineering	114464	1195877	10/23/2025		111225	104.63
				87.89	E 16525001 .IT 10106050 42200			.Gen . Operating Supplies	
				8.37	E 16525001 .IT 60606050 42200			.Sewer . Operating Supplies	
				8.37	E 16525001 .IT 62606050 42200			.Storm . Operating Supplies	
							CHECK	81221 TOTAL:	104.63
81222	11/12/2025	EFT	5849 Education and Self T	114429	00108	10/13/2025		111225	1,500.00
				1,500.00	10101016 43100			Professional Services	
							CHECK	81222 TOTAL:	1,500.00
81223	11/12/2025	EFT	717 Egis BLN USA Inc	114743	82810	10/10/2025	22400146	111225	15,712.50
				1,478.20	E 40020007 .PE 27054010 44920			. Capital Expenses	
				1,869.55	E 40020007 .PE-IE . 27084010 44200			. Infrastructure	
				12,364.75	27084010 44200			Infrastructure	
							CHECK	81223 TOTAL:	15,712.50
81224	11/12/2025	EFT	514 EWT Holdings III Cor	114533	907264949	10/17/2025	22500764	111225	16,611.60
				7,284.89	60609014 42200			operating Supplies	
				9,326.71	60609014 42200			operating Supplies	
				114535	907268586	10/21/2025	22501042	111225	16,742.40
				16,742.40	60609014 42200			operating Supplies	

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 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				114537	907268588	10/21/2025	22501042	111225	16,690.08
				16,690.08	60609014 42200			Operating Supplies	
				114988	907295906	11/06/2025	22501042	111225	16,724.96
				16,724.96	60609014 42200			Operating Supplies	
				114989	907295903	11/06/2025	22501042	111225	16,751.12
				16,751.12	60609014 42200			Operating Supplies	
								CHECK 81224 TOTAL:	83,520.16
81225	11/12/2025	EFT	804 Fishers Arts Council	114666	20250930-A	09/30/2025		111225	1,000.00
				1,000.00	10107010 43100			Professional Services	
				114667	20250930-B	09/30/2025		111225	1,000.00
				1,000.00	10107010 43100			Professional Services	
								CHECK 81225 TOTAL:	2,000.00
81226	11/12/2025	EFT	2358 Fredericks Inc	114735	6147-25R	10/01/2025	22401384	111225	4,583.00
				4,583.00	10106050 43100			Professional Services	
								CHECK 81226 TOTAL:	4,583.00
81227	11/12/2025	EFT	5843 Frost Solutions LLC	114540	3029	10/24/2025	22501045	111225	3,225.00
				3,225.00	20209011 43100			Professional Services	
								CHECK 81227 TOTAL:	3,225.00
81228	11/12/2025	EFT	4659 GHA Technologies Inc	114548	1193493	10/16/2025	22500751	111225	40.00
				40.00	27907051 43910			IT Contracts	
				.00	60606050 42200			Operating Supplies	
				.00	62606050 42200			Operating Supplies	
				114549	1193495	10/16/2025	22500751	111225	140.00
				117.60					
					E 16525001 .IT			.Gen .	
				11.20	10106050 42200			Operating Supplies	
					E 16525001 .IT			.Sewer .	
				11.20	60606050 42200			Operating Supplies	
					E 16525001 .IT			.Storm .	
				11.20	62606050 42200			Operating Supplies	
				114555	1194942	10/23/2025		111225	1,102.72
				1,102.72	27907051 43910			IT Contracts	

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
				114561	1194938	10/23/2025	22500751	111225	1,538.12
				669.03					
					E 16525001 .Cont .Gen				
					10106050 42200			Operating Supplies	
				434.55	60601013 42200			Operating Supplies	
				434.54	62601013 42200			Operating Supplies	
				114610	1196945	10/31/2025	22501053	111225	10,975.00
				9,224.84	10106050 42200			Operating Supplies	
				1,750.16	60606050 42200			Operating Supplies	
							CHECK	81228 TOTAL:	13,795.84
81229	11/12/2025	EFT	4296 Habitat For Humanity	114970	11085	04/17/2025	22500195	111225	10,000.00
				10,000.00	10101017 43100			Professional Services	
							CHECK	81229 TOTAL:	10,000.00
81230	11/12/2025	EFT	3798 Hageman Investments	115017	2025J	11/07/2025	22501039	111225	4,230.00
				4,230.00	10109012 43100			Professional Services	
							CHECK	81230 TOTAL:	4,230.00
81231	11/12/2025	EFT	1431 Hamilton Southeaster	114661	107237	11/03/2025		111225	11,700.00
				11,700.00					
					E 10324001 .SCHOOL.				
					10101013 44920			Capital Expenses	
				114662	107238	11/03/2025		111225	8,590.00
				8,590.00					
					E 10324001 .SCHOOL.				
					10101013 44920			Capital Expenses	
				114664	107240	11/03/2025		111225	10,548.00
				10,548.00					
					E 10324001 .SCHOOL.				
					10101013 44920			Capital Expenses	
				114665	107241	11/03/2025		111225	5,445.69
				5,445.69					
					E 10324001 .SCHOOL.				
					10101013 44920			Capital Expenses	
				114726	10312025	10/31/2025	22501070	111225	7,525.09
				2,359.16	10106010 42221			Fuel	
				2,403.37	20106010 42221			Fuel	
				2,762.56	62606010 42221			Fuel	

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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
								CHECK 81231 TOTAL:	43,808.78
81232	11/12/2025	EFT	2053 Rodney V Hartley	114521	3460	10/24/2025	22500152	111225	2,098.00
				2,098.00	20109011 43100			Professional Services	
				114523	3461	10/24/2025	22500153	111225	375.00
				375.00	20109011 43100			Professional Services	
				114719	3464	10/28/2025	22500145	111225	2,057.00
				2,057.00	10109013 43100			Professional Services	
				114941	3490	11/07/2025		111225	3,000.00
				3,000.00					
					E 10324001 .LANDSC.LANDSC.				
					10101013 44920			Capital Expenses	
								CHECK 81232 TOTAL:	7,530.00
81233	11/12/2025	EFT	1484 Heinzman Lights at N	114890	281025	10/28/2025	22500793	111225	17,409.98
				17,409.98	10109013 44400			Improve't Other than Buildings	
								CHECK 81233 TOTAL:	17,409.98
81234	11/12/2025	EFT	2639 Helmer Inc	114503	0000546554	10/24/2025	22500642	111225	2,650.00
				2,650.00	21205058 43100			Professional Services	
								CHECK 81234 TOTAL:	2,650.00
81235	11/12/2025	EFT	3229 Howard Asphalt LLC	115140	Pay#04-25-2	11/10/2025	22500857	111225	600,212.16
				600,212.16					
					E 40025008 .CN Loc.WHEEL .				
					25904010 44200			Infrastructure	
								CHECK 81235 TOTAL:	600,212.16
81236	11/12/2025	EFT	3256 Jeffery Meyer	114650	10142025-3	10/14/2025	22501021	111225	13,384.05
				6,785.39	10106010 42200			Operating Supplies	
				6,598.66	60606010 42200			Operating Supplies	
				114755	11032025	11/03/2025	22501083	111225	20,160.86
				14,666.04	10106010 42200			Operating Supplies	
				19.77	10106010 43100			Professional Services	
				4,931.17	60606010 42200			Operating Supplies	
				543.88	62606010 42200			Operating Supplies	

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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
						CHECK	81236	TOTAL:	33,544.91
81237	11/12/2025	EFT	4518 keystone Cooperative	114285	201612658	10/22/2025		111225	825.75
				825.75	60606010 42221	Fuel			
				114345	201612659	10/22/2025		111225	1,792.17
				1,792.17	20106010 42221	Fuel			
				114712	201612939	10/29/2025	22501065	111225	2,932.58
				2,932.58	60606010 42221	Fuel			
				114713	201307308	10/17/2025	22501029	111225	16,766.80
				13,802.72	10106010 42221	Fuel			
				1,911.93	20106010 42221	Fuel			
				561.53	60606010 42221	Fuel			
				490.62	62606010 42221	Fuel			
				114724	201612578	10/20/2025	22501035	111225	2,530.56
				2,530.56	20106010 42221	Fuel			
				114757	201307486	10/29/2025	22501075	111225	18,536.08
				16,295.72	10106010 42221	Fuel			
				1,274.51	20106010 42221	Fuel			
				718.13	60606010 42221	Fuel			
				247.72	62606010 42221	Fuel			
				114855	201613102	11/03/2025	22501085	111225	2,878.98
				2,878.98	20106010 42221	Fuel			
						CHECK	81237	TOTAL:	46,262.92
81238	11/12/2025	EFT	4885 keystone Realty Grou	114728	005	09/30/2025		111225	136,068.01
				136,068.01	60800000 44920	Capital Expenses			
						CHECK	81238	TOTAL:	136,068.01
81239	11/12/2025	EFT	117 kleen-It Group, Inc	114607	87328	10/31/2025	22500125	111225	48,750.00
				48,750.00	10109012 43100	Professional Services			
				114729	87327	10/31/2025	22500125	111225	17,753.38
				16,433.38	10109012 43100	Professional Services			
				1,320.00	21105058 43100	Professional Services			
						CHECK	81239	TOTAL:	66,503.38
81240	11/12/2025	EFT	975 Knox Associates Inc	114599	INV-KA-451208	09/30/2025	22500908	111225	2,749.00
				2,749.00	10101012 43100	Professional Services			

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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
						CHECK	81240	TOTAL:	2,749.00
81241	11/12/2025	EFT	3246 Main Event Merchandi	114473	334879-01	10/24/2025		111225	232.50
				232.50	27907051 42200	Operating Supplies			
				115057	336236-01	11/06/2025		111225	226.80
				226.80	27907051 42200	Operating Supplies			
						CHECK	81241	TOTAL:	459.30
81242	11/12/2025	EFT	4082 Metronet Systems Ho	114502	11-4-2025	11/04/2025	22500862	111225	900.00
				900.00	10106050 43100	Professional Services			
						CHECK	81242	TOTAL:	900.00
81243	11/12/2025	EFT	434 Michael A Reuter Con	114389	Reuter1125	10/29/2025		111225	2,548.00
				425.00	60601013 43100	Professional Services			
				425.00	62601013 43100	Professional Services			
				1,698.00	10101013 43100	Professional Services			
				114390	Reuter1025	10/01/2025		111225	2,548.00
				425.00	60601013 43100	Professional Services			
				425.00	62601013 43100	Professional Services			
				1,698.00	10101013 43100	Professional Services			
						CHECK	81243	TOTAL:	5,096.00
81244	11/12/2025	EFT	3288 Midwest Fiber Holdin	114546	E-2511013098606	11/01/2025	22500818	111225	3,225.00
				3,225.00	10106050 43100	Professional Services			
						CHECK	81244	TOTAL:	3,225.00
81245	11/12/2025	EFT	5235 Midwest Paving LLC	115141	Pay#06-25-1	11/07/2025	22500509	111225	955,712.68
				173,920.46	25904010 44200	Infrastructure			
				303,935.88					
					E 40025002 .CN Loc.	.			
					25904010 44200	Infrastructure			
				477,856.34					
					E 40025002 .CN OTH.	.			
					27054010 44920	Capital Expenses			
						CHECK	81245	TOTAL:	955,712.68
81246	11/12/2025	EFT	331 Milestone Contractor	114443	190232	10/23/2025		111225	75.21
				75.21	62609014 42200	Operating Supplies			

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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
				114513	190060	10/20/2025	22500443	111225	411.93
				411.93	20206191 42200	Operating Supplies			
				114520	190436	10/27/2025	22500443	111225	207.00
				207.00	20206191 42200	Operating Supplies			
				114526	189945	10/16/2025	22500443	111225	380.88
				380.88	20206191 42200	Operating Supplies			
				114530	190264	10/23/2025	22500443	111225	218.73
				218.73	20206191 42200	Operating Supplies			
				114753	188737	09/29/2025	22500443	111225	25,537.59
				18,437.09	20206191 42200	Operating Supplies			
				7,100.50	20206191 42200	Operating Supplies			
						CHECK	81246	TOTAL:	26,831.34
81247	11/12/2025	EFT	5610 Moderna US, Inc.	114237	903141090	09/24/2025		111225	4,076.99
				4,076.99	21205058 42200	Operating Supplies			
				114507	903202197	10/29/2025		111225	8,477.97
				8,477.97	21205058 42200	Operating Supplies			
						CHECK	81247	TOTAL:	12,554.96
81248	11/12/2025	EFT	5002 Otodus Megalodon Pro	114772	12-25COF	09/29/2025	22500852	111225	8,930.00
				8,930.00	21105058 43100	Professional Services			
						CHECK	81248	TOTAL:	8,930.00
81249	11/12/2025	EFT	384 Pinnacle Partners In	114558	53455	10/20/2025	22500716	111225	4,200.00
				3,360.00	10106050 43100	Professional Services			
				420.00	60606050 43100	Professional Services			
				420.00	62606050 43100	Professional Services			
						CHECK	81249	TOTAL:	4,200.00
81250	11/12/2025	EFT	4953 Rachael Coverdale	114643	11/25 Agreement	11/03/2025		111225	4,800.00
				4,800.00	10101011 43100	Professional Services			
						CHECK	81250	TOTAL:	4,800.00
81251	11/12/2025	EFT	1364 Regions Bank	114644	127010	10/28/2025		111225	2,500.00
				2,500.00	33190000 43100	Professional Services			
				114645	126998	10/28/2025		111225	1,500.00

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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
				1,500.00	60700000 43100			Professional Services	
								CHECK 81251 TOTAL:	4,000.00
81252	11/12/2025	EFT	805 Republic Services of	115011 1,219.32	0761-007067078 10109012 43100	10/31/2025	22500122	111225 Professional Services	1,219.32
								CHECK 81252 TOTAL:	1,219.32
81253	11/12/2025	EFT	422 Reynolds Farm Equipm	114725 4,703.87	P63215 10106010 42200	10/31/2025	22501068	111225 Operating Supplies	4,703.87
								CHECK 81253 TOTAL:	4,703.87
81254	11/12/2025	EFT	2107 Schindler Elevator C	114624 13,521.84	4607209758 10109012 43100	08/20/2025	22501061	111225 Professional Services	13,521.84
								CHECK 81254 TOTAL:	13,521.84
81255	11/12/2025	EFT	466 Sharp Printing Servi	114375 110.00	110787 27907051 43300	10/24/2025		111225 Printing And Advertising	110.00
				114655 885.00	110810 10103011 43100	10/27/2025		111225 Professional Services	885.00
				114692 2,830.00	111013 27907051 43300	10/31/2025	22501066	111225 Printing And Advertising	2,830.00
				114732 110.00	111004 21105058 43300	10/31/2025		111225 Printing And Advertising	110.00
				114841 105.00	110841 10101013 42200	11/05/2025		111225 Operating Supplies	315.00
				105.00	60601013 42200			Operating Supplies	
				105.00	62601013 42200			Operating Supplies	
				114844 160.00	110998 20106191 42200	11/05/2025		111225 Operating Supplies	160.00
				114849 80.00	111011 27907051 43300	11/05/2025		111225 Printing And Advertising	80.00
								CHECK 81255 TOTAL:	4,490.00
81256	11/12/2025	EFT	2298 Sport Graphics Inc	114477 14,577.00	799098 43513012 43100	10/17/2025	22501026	111225 Professional Services	14,577.00

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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
						CHECK	81256	TOTAL:	14,577.00
81257	11/12/2025	EFT	527 T&T Sales & Promotio	114406	56668	03/20/2025		111225	959.96
				959.96	10106193 42200	Operating Supplies			
				114715	58298	10/24/2025	22501043	111225	2,617.00
				2,617.00	10106010 42200	Operating Supplies			
						CHECK	81257	TOTAL:	3,576.96
81258	11/12/2025	EFT	3019 Taylored Systems LLC	114569	113321	10/24/2025	22200997	111225	18,981.72
				18,981.72	10106050 43100	Professional Services			
				114571	8822-DEP	10/27/2025	22200999	111225	13,305.99
				13,305.99	10106050 43100	Professional Services			
						CHECK	81258	TOTAL:	32,287.71
81259	11/12/2025	EFT	3580 Team Witsken Tennis	114773	INV0560	09/15/2025		111225	910.00
				910.00	10107010 43100	Professional Services			
						CHECK	81259	TOTAL:	910.00
81260	11/12/2025	EFT	3172 Tony Albert Vasquez	114679	2516	10/24/2025		111225	450.00
				450.00	10107010 43100	Professional Services			
				114680	2517	10/24/2025		111225	450.00
				450.00	10107010 43100	Professional Services			
						CHECK	81260	TOTAL:	900.00
81261	11/12/2025	EFT	569 Traffic & Parking Co	114376	I812199	10/24/2025	22401134	111225	41,683.86
				26,463.00	20209011 43100	Professional Services			
				15,220.86	20104010 43100	Professional Services			
						CHECK	81261	TOTAL:	41,683.86
81262	11/12/2025	EFT	2039 Ultimate Technologie	114466	ARI002279	10/28/2025		111225	453.79
				453.79	27907051 43910	IT Contracts			
				114576	ARI002280	10/28/2025	22401199	111225	1,838.55
				1,838.55	10106050 42200	Operating Supplies			
				.00	10106050 43100	Professional Services			
				114578	ARI002285	10/30/2025	22401199	111225	1,749.00
				.00	10106050 42200	Operating Supplies			

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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
				1,749.00	10106050 43100			Professional Services	
								CHECK 81262 TOTAL:	4,041.34
81263	11/12/2025	EFT	4214 United Rentals (Nort	114678	224169921-029	10/25/2025		111225	811.00
				811.00	10107010 43100			Professional Services	
								CHECK 81263 TOTAL:	811.00
81264	11/12/2025	EFT	614 Van Ausdall & Farrar	114580	673032	10/23/2025	22500840	111225	33.43
				33.43	10106050 43100			Professional Services	
				.00	60606050 43100			Professional Services	
				114581	673031	10/23/2025	22500840	111225	4.08
				4.08	10106050 43100			Professional Services	
				.00	60606050 43100			Professional Services	
				114583	87404	11/01/2025	22500840	111225	6,455.64
				5,647.36	10106050 43100			Professional Services	
				484.99	60606050 43100			Professional Services	
				323.29	21105058 43100			Professional Services	
				114584	673352	10/28/2025		111225	318.00
				318.00	10106050 42200			operating Supplies	
				114586	673521	10/28/2025	22500840	111225	84.42
				84.42	10106050 43100			Professional Services	
				.00	60606050 43100			Professional Services	
				114588	673520	10/28/2025	22500840	111225	2.12
				2.12	10106050 43100			Professional Services	
				.00	60606050 43100			Professional Services	
				114593	673519	10/28/2025	22500840	111225	25.15
				25.15	10106050 43100			Professional Services	
				.00	60606050 43100			Professional Services	
				114594	673522	10/28/2025	22500840	111225	173.25
				173.25	10106050 43100			Professional Services	
				.00	60606050 43100			Professional Services	
								CHECK 81264 TOTAL:	7,096.09
81265	11/12/2025	EFT	4317 Wilkinson Brothers I	114478	251021	10/21/2025	22500917	111225	5,000.00
				5,000.00	43513012 43100			Professional Services	
								CHECK 81265 TOTAL:	5,000.00

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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
81266	11/12/2025	PRTD	5908 ALBADAWI, SAMER & ST	114828	107395	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81266 TOTAL:	59.18
81267	11/12/2025	PRTD	5898 ALEXANDER, ADAM & KA	114818	107385	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81267 TOTAL:	59.18
81268	11/12/2025	PRTD	5868 ALEXANDER, CHERYL L	114788	107355	11/05/2025		111225	50.39
				50.39	60600000 34900	Other User Charges			
						CHECK		81268 TOTAL:	50.39
81269	11/12/2025	PRTD	5910 BAKER, JOHNIE R	114830	107397	11/05/2025		111225	100.78
				100.78	60600000 34900	Other User Charges			
						CHECK		81269 TOTAL:	100.78
81270	11/12/2025	PRTD	5882 BIELSTEIN, JOHN T	114802	107369	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81270 TOTAL:	59.18
81271	11/12/2025	PRTD	5865 BORROMEO, PETER S &	114785	107352	11/05/2025		111225	100.78
				100.78	60600000 34900	Other User Charges			
						CHECK		81271 TOTAL:	100.78
81272	11/12/2025	PRTD	5864 BOYETT, DONALD J.	114783	107351	11/05/2025		111225	100.78
				100.78	60600000 34900	Other User Charges			
						CHECK		81272 TOTAL:	100.78
81273	11/12/2025	PRTD	1507 Lisa Bradford	114885	NewCCbxsFCC	10/29/2025		111225	300.00
				50.00	27907051 42200	Operating Supplies			
				100.00	27907056 42200	Operating Supplies			
				50.00	27907056 42200	Operating Supplies			
				50.00	27907056 42200	Operating Supplies			
				50.00	27907056 42200	Operating Supplies			

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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
								CHECK 81273 TOTAL:	300.00
81274	11/12/2025	PRTD	1704 Lisa Bradford	114263	106850	10/24/2025		111225	504.48
				104.48	10101013 43200	Comms And Transportation			
				250.00	60601013 43200	Comms And Transportation			
				150.00	62601013 43200	Comms And Transportation			
								CHECK 81274 TOTAL:	504.48
81275	11/12/2025	PRTD	5906 BRANOCK, CAMERON A.	114826	107393	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
								CHECK 81275 TOTAL:	118.36
81276	11/12/2025	PRTD	5888 BULTEMEIER, SHELBY &	114808	107375	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
								CHECK 81276 TOTAL:	118.36
81277	11/12/2025	PRTD	5872 BURNS, NICHOLAS & CA	114792	107359	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
								CHECK 81277 TOTAL:	118.36
81278	11/12/2025	PRTD	5891 Cameron Branock	114811	107378	11/05/2025		111225	177.54
				177.54	60600000 34900	Other User Charges			
								CHECK 81278 TOTAL:	177.54
81279	11/12/2025	PRTD	5909 CARPHOMES LLC	114829	107396	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81279 TOTAL:	59.18
81280	11/12/2025	PRTD	5919 CHANDRAMOULI, KARTHI	114839	107406	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81280 TOTAL:	59.18
81281	11/12/2025	PRTD	5901 CLAYTON, DAVID & APR	114821	107388	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			

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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
								CHECK 81281 TOTAL:	118.36
81282	11/12/2025	PRTD	5914 CRUSER, JOHN & MICHE	114834	107401	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81282 TOTAL:	59.18
81283	11/12/2025	PRTD	4440 Daniel Henke	114737	200308240A	11/04/2025		111225	180.00
				180.00	10102100 43100	Professional Services			
								CHECK 81283 TOTAL:	180.00
81284	11/12/2025	PRTD	5899 DISTLER, KRISTEN L.	114819	107386	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
								CHECK 81284 TOTAL:	118.36
81285	11/12/2025	PRTD	5874 DITTMAR, MATTHEW B.	114794	107361	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81285 TOTAL:	59.18
81286	11/12/2025	PRTD	5858 DIXON, TIMOTHY S.	114776	107345	11/05/2025		111225	124.28
				124.28	62600000 34900	Other User Charges			
								CHECK 81286 TOTAL:	124.28
81287	11/12/2025	PRTD	5903 DUFF, MELISSA & MITC	114823	107390	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81287 TOTAL:	59.18
81288	11/12/2025	PRTD	5911 EVANS, ROBERT & JUDY	114831	107398	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81288 TOTAL:	59.18
81289	11/12/2025	PRTD	5904 FLUKE, BRIAN	114824	107391	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
								CHECK 81289 TOTAL:	118.36

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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
81290	11/12/2025	PRTD	5907 GENTRY, MARGARET K.	114827	107394	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81290 TOTAL:	59.18
81291	11/12/2025	PRTD	5880 GILBERT, THOMAS & EM	114800	107367	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
						CHECK		81291 TOTAL:	118.36
81292	11/12/2025	PRTD	5913 GILLAND, SCOTT T.	114833	107400	11/05/2025		111225	53.26
				53.26	60600000 34900	Other User Charges			
						CHECK		81292 TOTAL:	53.26
81293	11/12/2025	PRTD	5917 GROULING, THOMAS & M	114837	107404	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81293 TOTAL:	59.18
81294	11/12/2025	PRTD	5902 GUIRE, DAVID N.	114822	107389	11/05/2025		111225	100.78
				100.78	60600000 34900	Other User Charges			
						CHECK		81294 TOTAL:	100.78
81295	11/12/2025	PRTD	1446 Hamilton County Trea	114738	oct25Deferral	11/04/2025		111225	990.00
				990.00	27021011 43100	Professional Services			
						CHECK		81295 TOTAL:	990.00
81296	11/12/2025	PRTD	5890 HARDY, LWANDA & TIMO	114810	107377	11/05/2025		111225	123.00
				123.00	60600000 34900	Other User Charges			
						CHECK		81296 TOTAL:	123.00
81297	11/12/2025	PRTD	5881 HARRISON, STEPHEN &	114801	107368	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
						CHECK		81297 TOTAL:	118.36
81298	11/12/2025	PRTD	5878 HARTER, STEVE & TANA	114798	107365	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			

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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
								CHECK 81298 TOTAL:	59.18
81299	11/12/2025	PRTD	1080 Barb Hathaway	114937 51.80	11625 21105058 43200	11/06/2025		111225 Comms And Transportation	51.80
								CHECK 81299 TOTAL:	51.80
81300	11/12/2025	PRTD	5897 HERREN, SCOTT & CATH	114817 118.36	107384 60600000 34900	11/05/2025		111225 Other User Charges	118.36
								CHECK 81300 TOTAL:	118.36
81301	11/12/2025	PRTD	5895 HIPPENSTEEL, TERRY &	114815 59.18	107382 60600000 34900	11/05/2025		111225 Other User Charges	59.18
								CHECK 81301 TOTAL:	59.18
81302	11/12/2025	PRTD	5869 HOURIGAN IV, EDMOUND	114789 50.39	107356 60600000 34900	11/05/2025		111225 Other User Charges	50.39
								CHECK 81302 TOTAL:	50.39
81303	11/12/2025	PRTD	5877 HUXFORD, JOSEPH & RA	114797 110.88	107364 60600000 34900	11/05/2025		111225 Other User Charges	110.88
								CHECK 81303 TOTAL:	110.88
81304	11/12/2025	PRTD	1753 Indianapolis Power &	115015 2,100.00	200000127722 10109012 43100	11/03/2025	22500086	111225 Professional Services	2,100.00
								CHECK 81304 TOTAL:	2,100.00
81305	11/12/2025	PRTD	1753 Indianapolis Power &	115012 2,200.00	200000179593 10109012 43100	11/07/2025	22500086	111225 Professional Services	2,200.00
								CHECK 81305 TOTAL:	2,200.00
81306	11/12/2025	PRTD	1753 Indianapolis Power &	115014 2,300.00	200000031599 10109012 43100	11/07/2025	22500086	111225 Professional Services	2,300.00
								CHECK 81306 TOTAL:	2,300.00

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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
81307	11/12/2025	PRTD	2357 Jaimie Reddick	114720	102925	10/29/2025		111225	10.44
				10.44	10101013 42200	Operating Supplies			
						CHECK		81307 TOTAL:	10.44
81308	11/12/2025	PRTD	5892 Joe & Mary Anderson	114812	107379	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81308 TOTAL:	59.18
81309	11/12/2025	PRTD	5889 KALUZA, JILL	114809	107376	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81309 TOTAL:	59.18
81310	11/12/2025	PRTD	5866 KAPPELER, DANIEL & A	114786	107353	11/05/2025		111225	50.39
				50.39	60600000 34900	Other User Charges			
						CHECK		81310 TOTAL:	50.39
81311	11/12/2025	PRTD	5860 KARN, SAMANTHA SUE	114778	107347	11/05/2025		111225	79.92
				79.92	62600000 34900	Other User Charges			
						CHECK		81311 TOTAL:	79.92
81312	11/12/2025	PRTD	5861 KONST, RONALD & SUSAN	114779	107348	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
						CHECK		81312 TOTAL:	118.36
81313	11/12/2025	PRTD	5915 LANTZER, ERIN & JASO	114835	107402	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81313 TOTAL:	59.18
81314	11/12/2025	PRTD	5038 Lorena valois	114727	102325	10/23/2025		111225	105.13
				63.13	10101013 42200	Operating Supplies			
				21.00	62601013 42200	Operating Supplies			
				21.00	60601013 42200	operating Supplies			
						CHECK		81314 TOTAL:	105.13

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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
81315	11/12/2025	PRTD	3801 MATHIS, ROBERT & RES	114775	107344	11/05/2025		111225	476.83
				79.92	62600000 34900	Other User Charges			
				396.91	60600000 34900	Other User Charges			
						CHECK		81315 TOTAL:	476.83
81316	11/12/2025	PRTD	5859 MCDONALD, JOE	114777	107346	11/05/2025		111225	256.99
				105.82	62600000 34900	Other User Charges			
				151.17	60600000 34900	Other User Charges			
						CHECK		81316 TOTAL:	256.99
81317	11/12/2025	PRTD	5876 MCKEEVER, JOSEPH B.	114796	107363	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81317 TOTAL:	59.18
81318	11/12/2025	PRTD	5912 MEDLOCK, CHRISTOPHER	114832	107399	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81318 TOTAL:	59.18
81319	11/12/2025	PRTD	5870 MILLER, JENNIFER M.	114790	107357	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
						CHECK		81319 TOTAL:	118.36
81320	11/12/2025	PRTD	5918 MORGAN, JOSHUA & PAU	114838	107405	11/05/2025		111225	42.79
				42.79	60600000 34900	Other User Charges			
						CHECK		81320 TOTAL:	42.79
81321	11/12/2025	PRTD	5920 MURRELL, BLAKE C.	114840	107407	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81321 TOTAL:	59.18
81322	11/12/2025	PRTD	327 Nelson Alarm Inc.	114557	251101370	11/01/2025		111225	403.00
				403.00	10106050 43100	Professional Services			
						CHECK		81322 TOTAL:	403.00

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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
81323	11/12/2025	PRTD	5885 NIMRI, RAY	114805	107372	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81323 TOTAL:	59.18
81324	11/12/2025	PRTD	5894 OLTMANN, HEATHER &	114814	107381	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
						CHECK		81324 TOTAL:	118.36
81325	11/12/2025	PRTD	99999 Fishers Event Center	114303	EC-DUKE-REFUND	10/27/2025		111225	661.00
				661.00	10101013 43100	Professional Services			
						CHECK		81325 TOTAL:	661.00
81326	11/12/2025	PRTD	99999 Fishers Event Center	114736	910184925437	11/04/2025		111225	1,159.84
				1,159.84	10101013 43100	Professional Services			
						CHECK		81326 TOTAL:	1,159.84
81327	11/12/2025	PRTD	99999 Cara Gerardot	114701	P20-CRB reissue	12/01/2021		111225	7,050.00
				7,050.00	E 40016001 .ROWL .	Land			
					27084010 44100				
						CHECK		81327 TOTAL:	7,050.00
81328	11/12/2025	PRTD	5873 ORNELAS, BILL & MARY	114793	107360	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81328 TOTAL:	59.18
81329	11/12/2025	PRTD	5916 PIDGEON, STEPHEN & A	114836	107403	11/05/2025		111225	19.39
				19.39	60600000 34900	Other User Charges			
						CHECK		81329 TOTAL:	19.39
81330	11/12/2025	PRTD	5884 ROBINSON, DUANE & CH	114804	107371	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
						CHECK		81330 TOTAL:	118.36

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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
81331	11/12/2025	PRTD	5863 RODRIGUEZ SALAZAR, N	114782	107350	11/05/2025		111225	127.15
				127.15	60600000 34900	Other User Charges			
						CHECK		81331 TOTAL:	127.15
81332	11/12/2025	PRTD	5893 ROHRER, TERRY L.	114813	107380	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81332 TOTAL:	59.18
81333	11/12/2025	PRTD	5875 SAADEH, YUSEF	114795	107362	11/05/2025		111225	33.87
				33.87	60600000 34900	Other User Charges			
						CHECK		81333 TOTAL:	33.87
81334	11/12/2025	PRTD	5900 SENESAC, IAN A.	114820	107387	11/05/2025		111225	50.39
				50.39	60600000 34900	Other User Charges			
						CHECK		81334 TOTAL:	50.39
81335	11/12/2025	PRTD	5896 SPAULDING, LAWRENCE	114816	107383	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81335 TOTAL:	59.18
81336	11/12/2025	PRTD	5905 SUBLETT PROPERTIES,	114825	107392	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
						CHECK		81336 TOTAL:	59.18
81337	11/12/2025	PRTD	4320 Tanya Rasmussen	114463	092425	10/31/2025		111225	49.00
				49.00	10101013 43200	Comms And Transportation			
						CHECK		81337 TOTAL:	49.00
81338	11/12/2025	PRTD	5867 THOMPSON, JONATHAN &	114787	107354	11/05/2025		111225	50.39
				50.39	60600000 34900	Other User Charges			
						CHECK		81338 TOTAL:	50.39
81339	11/12/2025	PRTD	5879 TURNER, MARTIN L & B	114799	107366	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			

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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
								CHECK 81339 TOTAL:	59.18
81340	11/12/2025	PRTD	5887 VIEWEG, SHARNA L.	114807	107374	11/05/2025		111225	118.36
				118.36	60600000 34900	Other User Charges			
								CHECK 81340 TOTAL:	118.36
81341	11/12/2025	PRTD	5883 WATSON, JANET R.	114803	107370	11/05/2025		111225	79.58
				79.58	60600000 34900	Other User Charges			
								CHECK 81341 TOTAL:	79.58
81342	11/12/2025	PRTD	5886 YEPES, JUAN F & ANGE	114806	107373	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81342 TOTAL:	59.18
81343	11/12/2025	PRTD	5862 ZIEGLER, JEAN A.	114781	107349	11/05/2025		111225	14.20
				14.20	60600000 34900	Other User Charges			
								CHECK 81343 TOTAL:	14.20
81344	11/12/2025	PRTD	5871 ZWILLING, RYAN & CAT	114791	107358	11/05/2025		111225	59.18
				59.18	60600000 34900	Other User Charges			
								CHECK 81344 TOTAL:	59.18
						NUMBER OF CHECKS	179	*** CASH ACCOUNT TOTAL ***	2,573,494.75
						TOTAL PRINTED CHECKS	COUNT 79	AMOUNT 23,694.34	
						TOTAL EFT'S	100	2,549,800.41	
								*** GRAND TOTAL ***	2,573,494.75

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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
81345	11/13/2025	MANL	364 Cinergy Corp	114674 196.29	910189483606 21105058 43100	11/03/2025 Professional Services		111325DD	196.29
							CHECK	81345 TOTAL:	196.29
81346	11/13/2025	MANL	364 Cinergy Corp	114675 156.93	910189465860 21105058 43100	11/03/2025 Professional Services		111325DD	156.93
							CHECK	81346 TOTAL:	156.93
81347	11/13/2025	MANL	364 Cinergy Corp	115175 7,106.51	910191938568 27907051 43500	10/31/2025 Utility Services		111325DD	7,106.51
							CHECK	81347 TOTAL:	7,106.51
81348	11/13/2025	MANL	364 Cinergy Corp	114948 46,555.76	WQ-Pre-November2025 60609014 43500	11/03/2025 Utility Services	22500120	111325DD	46,555.76
							CHECK	81348 TOTAL:	46,555.76
81349	11/13/2025	MANL	364 Cinergy Corp	114951 16,985.39	WQ-Post-November2025 60609014 43500	11/03/2025 Utility Services	22500120	111325DD	16,985.39
							CHECK	81349 TOTAL:	16,985.39
81350	11/13/2025	MANL	364 Cinergy Corp	114953 62,029.92	Buildngs-Novembr2025 10109012 43100	11/05/2025 Professional Services	22500109	111325DD	62,029.92
							CHECK	81350 TOTAL:	62,029.92
81351	11/13/2025	MANL	364 Cinergy Corp	114956 7,003.28	Streets1-Novembr2025 10109012 43100	11/03/2025 Professional Services	22500109	111325DD	7,003.28
							CHECK	81351 TOTAL:	7,003.28
81352	11/13/2025	MANL	364 Cinergy Corp	114986 8,876.34	Streets2-Novembr2025 10109012 43100	11/03/2025 Professional Services	22500109	111325DD	8,876.34
							CHECK	81352 TOTAL:	8,876.34
81353	11/13/2025	MANL	364 Cinergy Corp	115154 92.87	910187360484 10109012 43100	11/11/2025 Professional Services	22500109	111325DD	92.87

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	CHECK	81353	TOTAL:	92.87
NUMBER OF CHECKS	9	*** CASH ACCOUNT TOTAL ***		149,003.29
	COUNT	AMOUNT		
TOTAL MANUAL CHECKS	9	149,003.29		
		*** GRAND TOTAL ***		149,003.29

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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
81354	11/18/2025	MANL	2452 Regions Bank	115234	1025CC-Police	10/31/2025		1025CC	77,208.49
				494.95	10108012 42200			Operating Supplies	
				5.00	10108013 43100			Professional Services	
				2,912.00	10108013 42200			Operating Supplies	
				1,224.00	10108013 43100			Professional Services	
				4,578.00	10108013 42200			Operating Supplies	
				4,570.56	10108013 42200			Operating Supplies	
				19.96	10108013 42200			Operating Supplies	
				100.00	10108013 42200			Operating Supplies	
				10.00	10108013 43100			Professional Services	
				23.71	10108013 43100			Professional Services	
				108.70	10108013 42200			Operating Supplies	
				189.00	10108013 42200			Operating Supplies	
				1,018.00	10108015 42200			Operating Supplies	
				984.56	10108015 42200			Operating Supplies	
				750.00	10108011 43100			Professional Services	
				1,500.00	10108011 43100			Professional Services	
				900.00	10108011 43100			Professional Services	
				995.00	10108013 43200			Comms And Transportation	
				400.00	10108015 43200			Comms And Transportation	
				102.37	10108015 43200			Comms And Transportation	
				795.00	10108013 43200			Comms And Transportation	
				406.36					
					E 81322001 .Train .				
				27058010	43200			Comms And Transportation	
				653.48	10108011 43200			Comms And Transportation	
				55.00	10108012 43200			Comms And Transportation	
				132.49	10108015 42200			Operating Supplies	
				9,013.35	10108013 44500			Machinery and Equipment	
				1,358.00	10108013 42200			Operating Supplies	
				-1,800.00	10108012 43200			Comms And Transportation	
				795.00	10108011 43200			Comms And Transportation	
				102.37	10108013 43200			Comms And Transportation	
				1,277.98	10108015 42200			Operating Supplies	
				2,188.00	10108015 42200			Operating Supplies	
				273.49	10108015 43100			Professional Services	
				470.46	10108011 43100			Professional Services	
				150.00	10108011 43100			Professional Services	
				155.26	10108015 42200			Operating Supplies	
				825.00	10108011 43100			Professional Services	
				220.00	10108015 43100			Professional Services	
				412.00	10108011 43100			Professional Services	
				341.00	10108011 43100			Professional Services	
				95.22	10108011 42200			Operating Supplies	
				309.00	10108015 43100			Professional Services	
				149.26	10108015 43100			Professional Services	
				16.08	10108013 43200			Comms And Transportation	
				6.50	10108013 43200			Comms And Transportation	
				103.00	10108015 43100			Professional Services	
				2.06	10108013 43200			Comms And Transportation	
				10.50	10108013 43200			Comms And Transportation	
				450.00	10108011 43100			Professional Services	

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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
				69.95	10108015 42200			Operating Supplies	
				273.49	10108015 43100			Professional Services	
				446.27	10108015 42200			Operating Supplies	
				795.00	10108011 43200			Comms And Transportation	
				717.10	10108015 42200			Operating Supplies	
				75.63	10108015 42200			Operating Supplies	
				761.60	10108011 43100			Professional Services	
				100.00	10108011 43100			Professional Services	
				1,049.39	10108013 42200			Operating Supplies	
				548.70	10108013 42200			Operating Supplies	
				2,143.00	10108013 42200			Operating Supplies	
				87.58	10108013 42200			Operating Supplies	
				365.00	10108013 42200			Operating Supplies	
				236.91	10108015 42200			Operating Supplies	
				75.00	10108015 42200			Operating Supplies	
				320.00	10108015 42200			Operating Supplies	
				2,912.00	10108013 42200			Operating Supplies	
				59.92	10108015 42200			Operating Supplies	
				184.76	10108015 42200			Operating Supplies	
				9,000.00	10108013 43200			Comms And Transportation	
				889.20	10108015 42200			Operating Supplies	
				2,825.85	10108015 43200			Comms And Transportation	
				4,179.30	10108015 42200			Operating Supplies	
				450.00	10108012 43200			Comms And Transportation	
				4,626.00	10108013 42200			Operating Supplies	
				12.28	10108015 42200			Operating Supplies	
				24.37	10108015 42200			Operating Supplies	
				14.76	10108015 42200			Operating Supplies	
				54.61	10108015 42200			Operating Supplies	
				129.99	10108015 42200			Operating Supplies	
				198.00	10108012 42200			Operating Supplies	
				94.98	10108012 42200			Operating Supplies	
				497.73	10108012 42200			Operating Supplies	
				2,915.00	10108012 42200			Operating Supplies	
				10.48	10108012 42200			Operating Supplies	
				47.08	10108015 42200			Operating Supplies	
				165.89	10108012 42200			Operating Supplies	
						CHECK	81354	TOTAL:	77,208.49
81355	11/18/2025	MANL	2452 Regions Bank	115233	1025CC-Engineering	10/31/2025		1025CC	3,269.94
				125.00	20104010 42200			Operating Supplies	
				125.00	60604010 42200			Operating Supplies	
				125.00	62604010 42200			Operating Supplies	
				180.00	62604010 43100			Professional Services	
				18.53	62604010 42200			Operating Supplies	
				175.00	20104010 42200			Operating Supplies	
				68.00	60604010 42200			Operating Supplies	
				125.00	62604010 42200			Operating Supplies	
				321.00	60604010 43100			Professional Services	
				22.88	62604010 42200			Operating Supplies	

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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
				-175.00	20104010 42200			Operating Supplies	
				181.00	20104010 43200			Comms And Transportation	
				10.27	20104010 43100			Professional Services	
				75.00	20104010 42200			Operating Supplies	
				40.00	60604010 42200			operating Supplies	
				36.02	62604010 42200			operating Supplies	
				1,255.00	20104010 43200			Comms And Transportation	
				562.24	20104010 43100			Professional Services	
							CHECK	81355 TOTAL:	3,269.94
81356	11/18/2025	MANL	2452 Regions Bank	115088	1025CC-CommCtr	10/31/2025		1025CC	37,131.17
				940.68	27907051 42200			operating Supplies	
				163.50	27907051 42200			operating Supplies	
				473.58	27907051 42200			operating Supplies	
				529.98	27907051 42200			operating Supplies	
				113.91	27907052 42200			operating Supplies	
				267.21	27907051 42200			operating Supplies	
				129.99	27907052 42200			operating Supplies	
				738.30	27907058 42200			operating Supplies	
				511.94	27907058 42200			operating Supplies	
				62.54	27907058 42200			operating Supplies	
				396.48	27907058 42200			operating Supplies	
				115.82	27907058 42200			operating Supplies	
				179.70	27907051 43000			other Services And Charges	
				19.97	27907058 42200			operating Supplies	
				41.20	27907058 42200			operating Supplies	
				125.06	27907058 42200			operating Supplies	
				47.62	27907051 42231			Uniforms	
				73.12	27907053 42200			operating Supplies	
				114.83	27907051 42200			operating Supplies	
				60.00	27907055 43100			Professional Services	
				60.00	27907055 43100			Professional Services	
				144.00	27907051 43910			IT Contracts	
				89.00	27907051 43910			IT Contracts	
				26.64	27907051 42200			operating Supplies	
				149.99	27907051 42200			operating Supplies	
				36.77	27907051 42200			operating Supplies	
				214.32	27907051 42200			operating Supplies	
				149.98	27907051 42200			operating Supplies	
				107.98	27907055 42200			operating Supplies	
				179.29	27907051 42200			operating Supplies	
				320.97	27907051 42200			operating Supplies	
				116.45	27907055 42200			operating Supplies	
				40.76	27907051 42200			operating Supplies	
				518.46	27907051 42200			operating Supplies	
				488.99	27907051 42200			operating Supplies	
				726.62	27907051 42200			operating Supplies	
				388.50	27907051 42200			operating Supplies	
				-252.40	27907051 42200			operating Supplies	
				283.67	27907054 42200			operating Supplies	

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

1,180.22	27907051	42200	Operating Supplies
1,147.70	27907051	42200	Operating Supplies
-18.56	27907054	42200	Operating Supplies
5,495.45	27907054	42200	Operating Supplies
742.60	27907051	42200	Operating Supplies
444.96	27907055	42200	Operating Supplies
320.69	27907051	42200	Operating Supplies
239.85	27907055	42200	Operating Supplies
-21.00	27907051	42200	Operating Supplies
-139.39	27907051	42200	Operating Supplies
-180.59	27907051	42200	Operating Supplies
-33.86	27907051	42200	Operating Supplies
-13.76	27907051	42200	Operating Supplies
-13.64	27907051	42200	Operating Supplies
-3.23	27907051	42200	Operating Supplies
18.98	27907053	42200	Operating Supplies
49.95	27907051	42200	Operating Supplies
2,983.45	27907055	42200	Operating Supplies
165.53	27907053	42200	Operating Supplies
27.99	27907058	42200	Operating Supplies
169.00	27907054	42200	Operating Supplies
390.97	27907058	42200	Operating Supplies
79.36	27907054	42200	Operating Supplies
132.33	27907054	42200	Operating Supplies
145.76	27907053	42200	Operating Supplies
7.99	27907051	42200	Operating Supplies
34.26	27907058	42200	Operating Supplies
493.37	27907058	42200	Operating Supplies
32.90	27907051	42200	Operating Supplies
21.52	27907051	42200	Operating Supplies
171.96	27907051	42200	Operating Supplies
14.39	27907054	42200	Operating Supplies
12.81	27907054	42200	Operating Supplies
81.70	27907054	42200	Operating Supplies
38.06	27907052	42200	Operating Supplies
644.67	27907051	43100	Professional Services
706.40	27907052	42200	Operating Supplies
479.45	27907052	42200	Operating Supplies
482.96	27907055	42200	Operating Supplies
359.20	27907052	42200	Operating Supplies
114.67	27907054	42200	Operating Supplies
-2.49	27907052	42200	Operating Supplies
-219.98	27907058	42200	Operating Supplies
67.09	27907051	42200	Operating Supplies
39.03	27907051	42200	Operating Supplies
35.95	27907051	42200	Operating Supplies
39.98	27907051	42200	Operating Supplies
259.98	27907052	42200	Operating Supplies
338.00	27907058	42200	Operating Supplies
241.09	27907054	42200	Operating Supplies
719.96	27907051	42200	Operating Supplies
159.69	27907051	42200	Operating Supplies

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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
				364.04	27907055 42200			Operating Supplies	
				211.53	27907051 42200			Operating Supplies	
				63.03	27907051 42200			Operating Supplies	
				-338.00	27907058 42200			Operating Supplies	
				-169.00	27907054 42200			Operating Supplies	
				205.70	27907051 42200			Operating Supplies	
				113.16	27907051 42200			Operating Supplies	
				-9.49	27907053 42200			Operating Supplies	
				120.59	27907051 42200			Operating Supplies	
				62.38	27907051 42200			Operating Supplies	
				4,207.35	27907055 42200			Operating Supplies	
				109.34	27907051 42200			Operating Supplies	
				39.98	27907051 42200			Operating Supplies	
				231.01	27907054 42200			Operating Supplies	
				338.00	27907058 42200			Operating Supplies	
				-46.21	27907052 42200			Operating Supplies	
				52.78	27907051 42200			Operating Supplies	
				35.15	27907051 42200			Operating Supplies	
				98.13	27907051 42200			Operating Supplies	
				1,950.00	27907051 43100			Professional Services	
				44.98	27907055 42200			Operating Supplies	
				25.46	27907051 42200			Operating Supplies	
				140.00	27907051 43300			Printing And Advertising	
				170.00	27907051 43300			Printing And Advertising	
				243.00	27907051 43300			Printing And Advertising	
				110.47	27907051 43300			Printing And Advertising	
				274.00	27907051 43300			Printing And Advertising	
				287.00	27907051 43300			Printing And Advertising	
				301.00	27907051 43300			Printing And Advertising	
				315.00	27907051 43300			Printing And Advertising	
							CHECK	81356 TOTAL:	37,131.17
81357	11/18/2025	MANL	2452 Regions Bank	115076	1025CC-Admin	10/31/2025	22500974	1025CC	4,000.00
				1,728.00	10101017 43100			Professional Services	
				2,272.00	10101017 43100			Professional Services	
							CHECK	81357 TOTAL:	4,000.00
81358	11/18/2025	MANL	2452 Regions Bank	115077	1025CC-Admin	10/31/2025	22501012	1025CC	3,178.19
				3,178.19	10101017 42200			Operating Supplies	
							CHECK	81358 TOTAL:	3,178.19
81359	11/18/2025	MANL	2452 Regions Bank	115078	1025CC-Admin	10/31/2025	22501073	1025CC	15,386.05
				10,645.31	10101016 43202			Postage	
				4,261.00	62601016 43202			Postage	
				479.74	10101016 43202			Postage	

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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
								CHECK 81359 TOTAL:	15,386.05
81360	11/18/2025	MANL	2452 Regions Bank	115079	1025CC-Admin	10/31/2025		1025CC	10,481.43
				104.02	62601015 43100			Professional Services	
				299.00	62601015 43100			Professional Services	
				79.18	62601015 42200			Operating Supplies	
				28.09	10101017 42200			Operating Supplies	
				49.48	10101017 42200			Operating Supplies	
				455.00	10101017 43100			Professional Services	
				100.00	10101017 42200			Operating Supplies	
				326.32	10101017 42200			Operating Supplies	
				47.96	10101017 42200			Operating Supplies	
				1,275.00	10101017 42200			Operating Supplies	
				89.34	10101011 42200			Operating Supplies	
				45.95	10101011 43100			Professional Services	
				345.00	10101011 43200			Comms And Transportation	
				359.34	10101011 43200			Comms And Transportation	
				366.41	10101011 43100			Professional Services	
				199.00	10101011 43100			Professional Services	
				71.65	10101011 42200			Operating Supplies	
				35.14	10101011 42200			Operating Supplies	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-45.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-30.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-52.00	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				-357.87	10101011 43200			Comms And Transportation	
				68.30	10101011 42200			Operating Supplies	
				33.00	10101011 43100			Professional Services	

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

VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
38.99	10101011 43100			Professional Services	
21.11	10101011 42200			Operating Supplies	
62.25	10101011 42200			Operating Supplies	
49.42	10101011 42200			Operating Supplies	
69.76	10101011 42200			Operating Supplies	
50.67	10101011 42200			Operating Supplies	
147.56	10101011 42200			Operating Supplies	
52.80	10101011 43100			Professional Services	
588.12	10101011 42200			Operating Supplies	
12.00	10101011 43100			Professional Services	
74.97	10101011 42200			Operating Supplies	
62.08	10101011 42200			Operating Supplies	
71.67	10101011 42200			Operating Supplies	
555.59	10101011 42200			Operating Supplies	
11.68	10101011 42200			Operating Supplies	
209.90	10101011 42200			Operating Supplies	
515.00	10101016 43100			Professional Services	
-74.97	10101011 42200			Operating Supplies	
20.80	10101011 42200			Operating Supplies	
54.71	10101011 42200			Operating Supplies	
104.49	10101011 42200			Operating Supplies	
13.15	10101011 42200			Operating Supplies	
879.22	10101011 43100			Professional Services	
67.19	21205058 43100			Professional Services	
29.50	10101011 42200			Operating Supplies	
67.19	21205058 43100			Professional Services	
25.87	10101011 43200			Comms And Transportation	
91.85	10101011 42200			Operating Supplies	
1,175.71	10101011 43100			Professional Services	
12.82	10101011 42200			Operating Supplies	
73.05	10101011 42200			Operating Supplies	
90.95	10101011 42200			Operating Supplies	
139.10	10101011 42200			Operating Supplies	
589.40	10101016 42200			Operating Supplies	
58.00	10101016 42200			Operating Supplies	
58.00	10101016 42200			Operating Supplies	
35.00	10101016 43100			Professional Services	
600.00	10101016 42200			Operating Supplies	
69.46	10101016 42200			Operating Supplies	
79.00	10101016 42200			Operating Supplies	
16.04	10101016 43100			Professional Services	
702.93	10101016 43300			Printing And Advertising	
25.00	10101016 43100			Professional Services	
20.00	10101016 43100			Professional Services	
29.99	10101016 43100			Professional Services	
14.99	10101016 43100			Professional Services	
875.77	10101016 42200			Operating Supplies	
-44.17	10101016 42200			Operating Supplies	
71.15	10101016 42200			Operating Supplies	
262.58	10101016 42200			Operating Supplies	
1,098.00	10101016 42200			Operating Supplies	
185.76	10101016 42200			Operating Supplies	

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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
				73.54	10101016 42200			Operating Supplies	
				36.95	10101016 43100			Professional Services	
				6.49	10101016 42200			operating Supplies	
							CHECK	81360 TOTAL:	10,481.43
81361	11/18/2025	MANL	2452 Regions Bank	115089	1025CC-Fire	10/31/2025		1025CC	21,299.57
				35.90	10105013 42200			Operating Supplies	
				67.17	10105011 42200			Operating Supplies	
				1,190.00	10105013 43100			Professional Services	
				777.22	10105014 42200			operating Supplies	
				1,878.30	10105012 42200			Operating Supplies	
				1,795.80	10105012 42200			operating Supplies	
				55.00	10105012 43200			Comms And Transportation	
				20.00	10105012 43200			Comms And Transportation	
				375.00	10105012 43200			Comms And Transportation	
				178.00	10105012 43200			Comms And Transportation	
				107.00	10105012 43200			Comms And Transportation	
				2,660.00	10105012 43200			Comms And Transportation	
				36.00	10105012 43200			Comms And Transportation	
				586.59	10105012 43200			Comms And Transportation	
				30.00	10105012 43200			Comms And Transportation	
				104.92	10105012 43100			Professional Services	
				76.93	10105016 42200			Operating Supplies	
				39.26	10105016 42200			operating Supplies	
				22.14	10105016 42200			operating Supplies	
				58.98	10105016 42200			operating Supplies	
				4.99	10105016 42200			operating Supplies	
				36.78	10105011 42200			operating Supplies	
				114.82	10105011 42200			operating Supplies	
				295.00	10105015 43200			Comms And Transportation	
				2,662.85	10105015 42200			operating Supplies	
				875.00	10105015 43100			Professional Services	
				53.67	10105011 42200			operating Supplies	
				50.62	10105011 42200			operating Supplies	
				81.04	10105011 42200			operating Supplies	
				58.87	10105011 42200			operating Supplies	
				32.37	10105011 42200			operating Supplies	
				56.35	10105014 42200			operating Supplies	
				50.00	10105014 42200			operating Supplies	
				2,915.00	10105011 42200			operating Supplies	
				79.00	10105011 42200			operating Supplies	
				187.52	10105015 42200			operating Supplies	
				348.31	10105011 42200			operating Supplies	
				37.48	10105011 42200			operating Supplies	
				613.03	10105011 42200			operating Supplies	
				163.01	10105015 42200			operating Supplies	
				193.65	10105015 42200			operating Supplies	
				129.98	10105015 42200			operating Supplies	
				2,010.96	10105015 42200			operating Supplies	
				145.06	10105012 42200			operating Supplies	

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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			
				10.00	10105012 43200			Comms And Transportation				
								CHECK 81361 TOTAL:	21,299.57			
81362	11/18/2025	MANL	2452 Regions Bank	115084 14.27	1025CC-DPW 62609014 42200	10/31/2025	22400620	1025CC Operating Supplies	14.27			
								CHECK 81362 TOTAL:	14.27			
81363	11/18/2025	MANL	2452 Regions Bank	115085 3,871.77	1025CC-DPW 60609014 43500	10/31/2025	22401410	1025CC Utility Services	3,871.77			
								CHECK 81363 TOTAL:	3,871.77			
81364	11/18/2025	MANL	2452 Regions Bank	115086 311.86 53.71 209.54 742.49 242.14 183.91 57.49 200.00 173.40 -209.54 7.55 3,829.64 403.45 161.15 161.15 6.96 37.75 2.73 66.01 66.01 19.94 200.00 20.96 999.44 999.44 131.32 180.00 279.46 318.45 50.00	11/18/2025	MANL	2452 Regions Bank	1025CC-DPW 10106193 42200 10106193 42200 10106192 42200 10106193 42200 10106192 42200 10106193 42200 20109011 43100 10106192 42200 10106192 42200 10106192 42200 10109012 43100 10109012 43100 10109012 43100 10109012 43100 20106191 42200 20106191 42200 62609014 42200 10106193 42200 62609014 42200 62609014 42200 10109012 43100 10106193 42200 20206191 42200 60609014 42200 10109012 43100 62609014 43200 62609014 43200 60609014 43500 62609014 43200	10/31/2025	1025CC	Operating Supplies Operating Supplies Operating Supplies Operating Supplies Operating Supplies Operating Supplies Professional Services Operating Supplies Operating Supplies Operating Supplies Professional Services Professional Services Professional Services Professional Services Operating Supplies Operating Supplies Operating Supplies Operating Supplies Operating Supplies Operating Supplies Professional Services Operating Supplies Operating Supplies Operating Supplies Professional Services Comms And Transportation Comms And Transportation Utility Services Comms And Transportation	9,906.41
								CHECK 81364 TOTAL:	9,906.41			

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
81365	11/18/2025	MANL	2452 Regions Bank	115096	1025CC-Recreation	10/31/2025		1025CC	13,192.24
				23.82	10107010 42200			Operating Supplies	
				333.84	10107010 43100			Professional Services	
				105.93	10107010 42200			Operating Supplies	
				54.90	10107010 42200			Operating Supplies	
				40.46	10107010 42200			Operating Supplies	
				66.05	10107010 42200			Operating Supplies	
				36.62	10107010 42200			Operating Supplies	
				319.93	10107010 42200			Operating Supplies	
				5.95	10107010 42200			Operating Supplies	
				16.66	10107010 42200			Operating Supplies	
				212.93	10107010 42200			Operating Supplies	
				146.10	10107010 42200			Operating Supplies	
				50.00	10107010 42200			Operating Supplies	
				21.59	10107010 43100			Professional Services	
				1,824.35	10107010 42200			Operating Supplies	
				41.66	10107010 42200			Operating Supplies	
				137.82	10107010 42200			Operating Supplies	
				107.00	10107010 42200			Operating Supplies	
				66.34	10107010 42200			Operating Supplies	
				82.30	10107010 42200			Operating Supplies	
				67.05	10107010 42200			Operating Supplies	
				70.35	10107010 42200			Operating Supplies	
				17.69	10107010 42200			Operating Supplies	
				38.61	10107010 42200			Operating Supplies	
				51.89	10107010 42200			Operating Supplies	
				22.74	10107010 42200			Operating Supplies	
				38.51	10107010 43100			Professional Services	
				438.79	10107010 42200			Operating Supplies	
				20.73	10107010 42200			Operating Supplies	
				24.78	10107010 42200			Operating Supplies	
				367.44	10107010 42200			Operating Supplies	
				41.70	10107010 42200			Operating Supplies	
				65.69	10107010 42200			Operating Supplies	
				169.99	10107010 43100			Professional Services	
				155.55	10107010 42200			Operating Supplies	
				40.46	10107010 42200			Operating Supplies	
				478.80	10107010 42200			Operating Supplies	
				10.28	10107010 42200			Operating Supplies	
				9.13	10107010 42200			Operating Supplies	
				320.00	10107010 42200			Operating Supplies	
				50.44	10107010 42200			Operating Supplies	
				320.00	10107010 42200			Operating Supplies	
				8.55	10107010 43100			Professional Services	
				4.91	10107010 42200			Operating Supplies	
				22.99	10107010 42200			Operating Supplies	
				92.76	10107010 42200			Operating Supplies	
				35.00	10107010 43100			Professional Services	
				267.25	10107010 42200			Operating Supplies	
				393.07	10107010 42200			Operating Supplies	
				14.26	10107010 42200			Operating Supplies	

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
				698.25	10107010 42200			Operating Supplies	
				309.00	10107010 43100			Professional Services	
				271.28	10107010 42200			Operating Supplies	
				8.56	10107010 42200			Operating Supplies	
				500.00	10107010 43100			Professional Services	
				300.00	10107010 43100			Professional Services	
				156.72	10107010 42200			Operating Supplies	
				46.58	10107010 42200			Operating Supplies	
				-46.58	10107010 42200			Operating Supplies	
				41.40	10107010 42200			Operating Supplies	
				913.06	10107010 43100			Professional Services	
				19.99	10107010 43100			Professional Services	
				291.42	10107010 42200			Operating Supplies	
				107.91	10107010 42200			Operating Supplies	
				140.79	10107010 42200			Operating Supplies	
				7.96	10107010 42200			Operating Supplies	
				50.26	10107010 42200			Operating Supplies	
				38.52	10107010 42200			Operating Supplies	
				585.00	10107010 42200			Operating Supplies	
				50.60	10107010 42200			Operating Supplies	
				300.00	10107010 43100			Professional Services	
				112.40	10107010 42200			Operating Supplies	
				56.94	10107010 42200			Operating Supplies	
				775.00	10107010 43100			Professional Services	
				27.81	10107010 42200			Operating Supplies	
				75.71	10107010 42200			Operating Supplies	
								CHECK 81365 TOTAL:	13,192.24
81366	11/18/2025	MANL	2452 Regions Bank	115092	1025CC-IT	10/31/2025	22400190	1025CC	47.25
				47.25	60606050 43100			Professional Services	
								CHECK 81366 TOTAL:	47.25
81367	11/18/2025	MANL	2452 Regions Bank	115093	1025CC-IT	10/31/2025	22500861	1025CC	114.60
				114.60	60606050 43100			Professional Services	
								CHECK 81367 TOTAL:	114.60
81368	11/18/2025	MANL	2452 Regions Bank	115094	1025CC-IT	10/31/2025	22500884	1025CC	3,722.18
				134.90	10106050 43100			Professional Services	
				284.85	10106050 43100			Professional Services	
				139.90	10106050 43100			Professional Services	
				450.18	10106050 43100			Professional Services	
				279.85	10106050 43100			Professional Services	
				134.90	10106050 43100			Professional Services	
				204.90	10106050 43100			Professional Services	
				296.80	10106050 43100			Professional Services	
				252.00	10106050 43100			Professional Services	

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
				158.90	10106050 43100			Professional Services	
				139.90	10106050 43100			Professional Services	
				279.85	10106050 43100			Professional Services	
				209.85	10106050 43100			Professional Services	
				148.85	10106050 43100			Professional Services	
				229.80	10106050 43100			Professional Services	
				89.90	10106050 43100			Professional Services	
				286.85	10106050 43100			Professional Services	
								CHECK 81368 TOTAL:	3,722.18
81369	11/18/2025	MANL	2452 Regions Bank	115095	1025CC-IT	10/31/2025		1025CC	8,698.08
				6,408.00	10106050 43100			Professional Services	
				64.08	10106050 43100			Professional Services	
				30.27					
					E 16525001 .IT			.Gen .	
				828.53	10106050 42200			Operating Supplies	
				149.25	10106050 43100			Professional Services	
				149.25	10106050 43100			Professional Services	
				1.49	10106050 43100			Professional Services	
				631.62	10101011 43100			Professional Services	
				19.99	10106050 43100			Professional Services	
				349.95	10106050 43100			Professional Services	
				214.90	21105058 43100			Professional Services	
								CHECK 81369 TOTAL:	8,698.08
81370	11/18/2025	MANL	2452 Regions Bank	115091	1025CC-HealthDept	10/31/2025		1025CC	6,560.66
				81.88	21105058 43200			Comms And Transportation	
				18.72	21205058 42200			Operating Supplies	
				28.90	21105058 42200			Operating Supplies	
				173.40	10105012 43200			Comms And Transportation	
				562.50	21205058 43100			Professional Services	
				28.90	10105012 43200			Comms And Transportation	
				17.00	21105058 42200			Operating Supplies	
				21.76	21105058 42200			operating Supplies	
				41.39	21105058 42200			Operating Supplies	
				26.71	21105058 42200			Operating Supplies	
				64.13	21105058 42200			operating Supplies	
				286.90	21105058 43300			Printing And Advertising	
				50.77	21105058 43300			Printing And Advertising	
				62.97	21105058 43300			Printing And Advertising	
				34.45	21205058 42200			Operating Supplies	
				36.90	21105058 43300			Printing And Advertising	
				3.96	21105058 42200			operating Supplies	
				4.25	21105058 42200			Operating Supplies	
				16.99	21105058 42200			Operating Supplies	
				206.00	21205058 43202			Postage	
				28.21	21105058 42200			operating Supplies	
				31.41	21105058 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

				19.99	21205058	43100	Professional Services			
				28.00	21205058	43100	Professional Services			
				13.15	21105058	43200	Comms And Transportation			
				55.47	21205058	42200	Operating Supplies			
				53.94	21105058	43200	Comms And Transportation			
				149.00	21105058	43100	Professional Services			
				337.13	21105058	43100	Professional Services			
				3.62	21105058	42200	operating Supplies			
				90.00	27907052	42200	operating Supplies			
				487.00	21205058	43200	Comms And Transportation			
				143.70	21205058	43100	Professional Services			
				24.96	21205058	42200	operating Supplies			
				25.98	21205058	42200	operating Supplies			
				16.28	21105058	42200	operating Supplies			
				28.76	21105058	42200	operating Supplies			
				221.43	21105058	42200	operating Supplies			
				178.00	21201012	43100	Professional Services			
				232.96	21105058	43200	Comms And Transportation			
				232.96	21105058	43200	Comms And Transportation			
				349.44	21105058	43200	Comms And Transportation			
				27.00	21105058	43200	Comms And Transportation			
				89.82	10103011	42200	operating Supplies			
				87.72	10103011	42200	operating Supplies			
				230.63	10103011	42200	operating Supplies			
				156.63	10103011	43200	Comms And Transportation			
				954.40	10103011	43100	Professional Services			
				34.02	10103011	42200	operating Supplies			
				126.56	10103011	42200	operating Supplies			
				106.99	10103011	42200	operating Supplies			
				227.02	10103011	42200	operating Supplies			
							CHECK	81370	TOTAL:	6,560.66
81371	11/18/2025	MANL	2452 Regions Bank	115090	1025CC-Fleet		10/31/2025	1025CC		3,911.91
				33.45	62606010	42200	operating Supplies			
				96.00	10106010	43100	Professional Services			
				19.64	20106010	43100	Professional Services			
				45.98	10106010	42200	operating Supplies			
				29.18	20106010	42200	operating Supplies			
				636.41	10106010	43100	Professional Services			
				450.00	10106010	43100	Professional Services			
				545.66	10106010	42200	operating Supplies			
				316.00	10106010	42200	operating Supplies			
				75.00	10106010	42200	operating Supplies			
				122.00	10106010	43100	Professional Services			
				154.00	10106010	42200	operating Supplies			
				7.20	10106010	43100	Professional Services			
				105.90	10106010	42200	operating Supplies			
				8.30	10106010	43100	Professional Services			
				868.00	10106010	43100	Professional Services			
				211.95	10106010	42200	operating Supplies			

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
81375	11/18/2025	MANL	2452 Regions Bank	115083	1025CC-Controller	10/31/2025		1025CC	142.62
				4.63	10101013 42200			Operating Supplies	
				16.34	10101017 42200			Operating Supplies	
				1.84	10101011 43100			Professional Services	
				73.58	10101011 43100			Professional Services	
				92.00	10101013 43100			Professional Services	
				-45.77	10101013 42200			operating Supplies	
							CHECK	81375 TOTAL:	142.62
81376	11/18/2025	MANL	2452 Regions Bank	115081	1025CC-Clerk	10/31/2025		1025CC	125.57
				28.84	10102010 43100			Professional Services	
				28.84	10102010 43100			Professional Services	
				28.84	10102010 43100			Professional Services	
				39.05	10102010 43100			Professional Services	
							CHECK	81376 TOTAL:	125.57
81377	11/18/2025	MANL	2452 Regions Bank	115087	1025CC-EconDev	10/31/2025		1025CC	47.50
				19.62	10101014 42200			operating Supplies	
				15.66	10101014 42200			operating Supplies	
				12.22	10101014 42200			operating Supplies	
							CHECK	81377 TOTAL:	47.50
				NUMBER OF CHECKS	24		*** CASH ACCOUNT TOTAL ***		226,070.09
				TOTAL MANUAL CHECKS		COUNT	24	AMOUNT	226,070.09
							*** GRAND TOTAL ***		226,070.09

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525H 11/21/2025
 DUE DATE: 11/21/2025

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	12/14/2025	EHS-002319		107986	115468	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		48,123.98				
							48,123.98			
						CHECK TOTAL	48,123.98			
3097	Southeastern Indiana	0000		EFT	11/17/2025	1994532CTYFIS		107409	114843	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		44,444.57				
							44,444.57			
3097	Southeastern Indiana	0000		EFT	12/01/2025	0000063497		108087	115571	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		844,342.42				
							844,342.42			
						CHECK TOTAL	888,786.99			
3 INVOICES						WARRANT TOTAL	936,910.97			
						CASH ACCOUNT BALANCE	-5,628,954.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4291	EE Equipment Company	0000	22500794	EFT	12/05/2025	ES12133		108121	115605		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2,075.00					
							2,075.00				
						CHECK TOTAL	2,075.00				
283	3M Company	0000	22501010	EFT	11/19/2025	9436383967		107093	114515		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRSTS	OPERSUP		2,115.89					
							2,115.89				
						CHECK TOTAL	2,115.89				
2299	539 Apparel LLC	0000	22500942	EFT	11/29/2025	1009953		107138	114562		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		2,262.50					
							2,262.50				
						CHECK TOTAL	2,262.50				
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720581		107140	114563		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720576		107143	114567		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		100.00					
							100.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720641		107148	114572		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720634		107149	114573		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720635		107150	114574		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		30.00					
							30.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720644		107153	114577		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/21/2025	720639		107155	114579		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/23/2025	721142		107173	114598		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/27/2025	721609		107176	114600		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		180.00					
							180.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/27/2025	721618		107178	114602		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		30.00					
							30.00				
316	AAA Exterminating Inc	0000	22500087	EFT	11/27/2025	721637		107179	114604		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000	22500087	EFT	09/27/2025	709392		107211	114635		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	10/24/2025	714739		107212	114636		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	10/24/2025	714752		107214	114638		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		30.00					
							30.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000	22500087	EFT	10/24/2025	714761		107215	114639		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/09/2025	723610		107681	115142		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/09/2025	723611		107682	115143		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/09/2025	723641		107684	115145		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/09/2025	723683		107688	115149		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/09/2025	723672		107689	115150		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/09/2025	723713		107690	115151		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		15.00					
							15.00				
316	AAA Exterminating Inc	0000		EFT	12/10/2025	723631		107782	115249		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		70.00					
							70.00				
316	AAA Exterminating Inc	0000		EFT	12/10/2025	723657		107788	115255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		35.00					
							35.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	12/10/2025	723660		107789	115256		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		50.00					
							50.00				
316	AAA Exterminating Inc	0000		EFT	12/10/2025	723666		107790	115257		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/11/2025	722772		107822	115292		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/16/2025	724718		108077	115560		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		225.00					
							225.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/16/2025	724704		108078	115561		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		240.00					
							240.00				
											CHECK TOTAL
							1,845.00				
4467	Accurate Cutting Tech	0000		EFT	12/02/2025	73141		107252	114677		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		99.00					
	2 10107010 43100		GenParks	PROSERVICE		32.00					
							131.00				
							131.00				
											CHECK TOTAL
5685	Acorn Distributors In	0000		EFT	10/10/2025	3408251		107458	114894		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		635.80					
							635.80				
5685	Acorn Distributors In	0000		EFT	10/12/2025	3409126		107462	114898		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,422.22					
							1,422.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5685	Acorn Distributors In	0000		EFT	10/25/2025	3409126A		107463	114899		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		500.83					
							500.83				
5685	Acorn Distributors In	0000		EFT	10/12/2025	3409133		107464	114900		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		400.00					
							400.00				
5685	Acorn Distributors In	0000		EFT	11/07/2025	3409820		107466	114902		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		218.50					
							218.50				
5685	Acorn Distributors In	0000		EFT	10/24/2025	3411119		107467	114903		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,842.33					
							1,842.33				
5685	Acorn Distributors In	0000		EFT	11/02/2025	3412978		107468	114904		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		436.32					
							436.32				
5685	Acorn Distributors In	0000		EFT	11/07/2025	3413412		107469	114905		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,226.78					
							1,226.78				
5685	Acorn Distributors In	0000		EFT	11/14/2025	3414194		107470	114906		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,745.37					
							1,745.37				
5685	Acorn Distributors In	0000		EFT	11/21/2025	3415291		107472	114909		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,173.68					
							1,173.68				
5685	Acorn Distributors In	0000		EFT	11/14/2025	3413412A		107473	114910		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		80.40					
							80.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5685	Acorn Distributors In	0000		EFT	12/14/2025	3418728		108071	115554		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		784.20					
							784.20				
5685	Acorn Distributors In	0000		EFT	12/05/2025	3417393		108090	115573		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,596.59					
							1,596.59				
						CHECK TOTAL	12,063.02				
4394	Adam C Vincent	0000		EFT	12/13/2025	000056		107877	115352		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		175.00					
							175.00				
						CHECK TOTAL	175.00				
418	AFC International Inc	0000	22500889	EFT	11/23/2025	72661		107141	114565		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105014 42200		GenSpecOps	OPERSUP		11,510.88					
							11,510.88				
						CHECK TOTAL	11,510.88				
124	Airgas, Inc.	0000		EFT	11/26/2025	9166158406		107273	114702		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		41.10					
							41.10				
124	Airgas, Inc.	0000		EFT	12/03/2025	9166377727		107727	115188		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		49.97					
							49.97				
124	Airgas, Inc.	0000		EFT	12/03/2025	9166377756		107728	115189		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		42.79					
							42.79				
						CHECK TOTAL	133.86				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
699	Jim Alderman	0000		INV	12/17/2025	107924		107924	115399	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43200		GenFireAdm	COMMTRANS		356.00				
							356.00			
							356.00			
1110	Allied-Ott Petroleum	0000		EFT	10/22/2025	7714		107945	115421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		182.92				
							182.92			
							182.92			
808	Amazon.com LLC	0000		EFT	12/05/2025	1YJY-946M-7N6N		107494	114933	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		186.32				
							186.32			
808	Amazon.com LLC	0000		EFT	12/05/2025	1XLP-CVDY-FDLF		107495	114934	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		262.89				
							262.89			
808	Amazon.com LLC	0000		EFT	12/05/2025	1W13-4C19-71MX		107497	114936	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		55.94				
							55.94			
808	Amazon.com LLC	0000		EFT	11/30/2025	1L1N-73JX-J4NF		107638	115058	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		398.56				
							398.56			
808	Amazon.com LLC	0000		EFT	12/05/2025	1FR9-X1GR-6H9J		107646	115106	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRSTS	OPERSUP		35.14				
							35.14			
808	Amazon.com LLC	0000		EFT	12/04/2025	1RY4-PNG6-4DH3		107647	115107	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		39.96				
							39.96			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/10/2025	1DCF-1NPH-FRTH		107731	115192		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907053 42200		CCFCamps	OPERSUP		66.98					
							66.98				
808	Amazon.com LLC	0000		EFT	12/11/2025	13GT-7MKN-Q6M3		107732	115193		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		36.99					
							36.99				
808	Amazon.com LLC	0000		EFT	12/11/2025	1DG1-DD6F-QWMY		107734	115195		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		303.58					
							303.58				
808	Amazon.com LLC	0000		EFT	12/12/2025	1JD7-C3HJ-3CD3		107735	115196		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		65.70					
							65.70				
808	Amazon.com LLC	0000		EFT	12/12/2025	1FMP-PXDT-1FCD		107736	115197		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		-115.34					
							-115.34				
808	Amazon.com LLC	0000		EFT	12/12/2025	1XPH-TTPG-6PRP		107753	115216		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		126.02					
							126.02				
808	Amazon.com LLC	0000		EFT	12/12/2025	1YPY-RNHG-3RTW		107775	115242		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		468.48					
							468.48				
808	Amazon.com LLC	0000		EFT	12/12/2025	1JD7-C3HJ-3MCT		107777	115245		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		468.48					
							468.48				
808	Amazon.com LLC	0000		EFT	12/12/2025	1HJH-R39D-9FRP		107819	115286		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907058 42200		CCFythFam	OPERSUP		248.57					
							248.57				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	12/06/2025	1CQG-KLNK-69J7		107830	115300	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		269.75	269.75			
808	Amazon.com LLC	0000		EFT	12/12/2025	1G3T-66XT-7Y1H		107831	115301	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		161.99	161.99			
808	Amazon.com LLC	0000		EFT	12/12/2025	1HJH-R39D-47T1		107832	115302	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		23.29	23.29			
808	Amazon.com LLC	0000		EFT	12/12/2025	1JD7-C3HJ-6FDT		107833	115303	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		959.52	959.52			
808	Amazon.com LLC	0000		EFT	12/13/2025	17JR-7L9D-9431		107834	115304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105014 42200		GenSpecOps	OPERSUP		394.48	394.48			
808	Amazon.com LLC	0000		EFT	12/13/2025	1MY3-FGTR-6Y4N		107846	115321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907052 42200		CCFAquatic	OPERSUP		153.83	153.83			
808	Amazon.com LLC	0000		EFT	12/13/2025	11LX-W4YJ-4HRL		107848	115323	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907058 42200		CCFYthFam	OPERSUP		149.99	149.99			
808	Amazon.com LLC	0000		EFT	12/13/2025	1WNL-Q6MN-49VT		107851	115326	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907058 42200		CCFYthFam	OPERSUP		14.84	14.84			
808	Amazon.com LLC	0000		EFT	12/13/2025	1FP3-MWYJ-4DXH		107856	115331	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907059 42200		CCFCtrHlt	OPERSUP		48.43	48.43			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/13/2025	1R3Q-69HN-4CK4		107861	115336		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907053 42200		CCFCamps	OPERSUP		46.44	46.44				
808	Amazon.com LLC	0000		EFT	12/12/2025	1313-WRRH-3FVD		107868	115344		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFND	OPERSUP		47.99	47.99				
808	Amazon.com LLC	0000		EFT	12/14/2025	1QVJ-TVFT-L1NT		107874	115349		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907054 42200		CCFHlthWII	OPERSUP		49.86	49.86				
808	Amazon.com LLC	0000	22501118	EFT	11/27/2025	13FT-YGWC-KTKC		107912	115387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		2,528.50	2,528.50				
808	Amazon.com LLC	0000		EFT	11/08/2025	1YYG-1KRT-1FLH		107931	115405		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		1,196.90	1,196.90				
808	Amazon.com LLC	0000		EFT	11/20/2025	1R9F-QMMP-HHGM		107933	115408		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP		410.02	410.02				
808	Amazon.com LLC	0000		EFT	11/25/2025	1NT9-CLPC-MPX6		107935	115410		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		888.70	888.70				
808	Amazon.com LLC	0000		EFT	11/29/2025	1P3N-14GV-4RQM		107936	115411		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		65.08	65.08				
808	Amazon.com LLC	0000	22400987	EFT	11/29/2025	1G3W-JGMX-7QDN		107938	115414		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		80.47	80.47				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	11/30/2025	1L1N-73JX-JCYK		107939	115415	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR	OPERSUP		123.96				
							123.96			
808	Amazon.com LLC	0000		EFT	12/10/2025	191T-LX3Q-CVYW		107940	115416	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		41.88				
							41.88			
808	Amazon.com LLC	0000		EFT	12/13/2025	1MCY-TV6-7VND		107941	115417	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		61.41				
							61.41			
808	Amazon.com LLC	0000		EFT	12/12/2025	1V6L-PNCJ-7YRM		107942	115418	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR	OPERSUP		43.39				
							43.39			
808	Amazon.com LLC	0000	22500956	EFT	11/26/2025	1C1M-MQQL-V64C		107956	115433	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		1,524.55				
	2 60606050 42200		SewIT	OPERSUP		145.20				
	3 62606050 42200		SWIT	OPERSUP		145.20				
	4 21106050 42200		MHFIT	OPERSUP		314.84				
	5 10106050 42200		GenIT	OPERSUP		319.98				
	6 10106050 42200		GenIT	OPERSUP		81.58				
	7 60606050 42200		SewIT	OPERSUP		78.40				
							2,609.75			
808	Amazon.com LLC	0000	22500956	EFT	12/10/2025	1GTF-W7WY-3NL6		107959	115440	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		156.00				
	2 60606050 42200		SewIT	OPERSUP		14.86				
	3 62606050 42200		SWIT	OPERSUP		14.86				
	4 10106050 42200		GenIT	OPERSUP		974.63				
	5 27907051 43910		CCFAdmin	ITCONTRACT		283.79				
	6 10106050 42200		GenIT	OPERSUP		7.32				
	7 60606050 42200		SewIT	OPERSUP		24.76				
	8 62606050 42200		SWIT	OPERSUP		2.79				
	9 21106050 42200		MHFIT	OPERSUP		79.92				
							1,558.93			

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Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/16/2025	1JT4-KMXG-6GCV		107988	115470		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		78.96					
							78.96				
808	Amazon.com LLC	0000		EFT	12/16/2025	1LYM-PL6V-466G		107989	115471		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		219.98					
							219.98				
808	Amazon.com LLC	0000		EFT	12/14/2025	1VGG-TKXL-LR7D		107990	115472		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		13.60					
							13.60				
808	Amazon.com LLC	0000		EFT	12/13/2025	1HXC-F4MV-69XF		107991	115473		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		38.56					
							38.56				
808	Amazon.com LLC	0000		EFT	12/13/2025	1WRY-3QWM-49RL		107992	115474		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		13.20					
							13.20				
808	Amazon.com LLC	0000		EFT	12/13/2025	1GL7-J31V-33P3		107993	115475		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		-29.99					
							-29.99				
808	Amazon.com LLC	0000		EFT	12/11/2025	1QYW-M9PX-QDDH		107995	115477		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		261.75					
							261.75				
808	Amazon.com LLC	0000		EFT	12/17/2025	11XQ-9Q1G-676C		107996	115478		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105014 42200		GenSpecOps	OPERSUP		384.48					
							384.48				
808	Amazon.com LLC	0000		EFT	12/03/2025	1HCM-44VM-9CDQ		108010	115492		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		61.21					
							61.21				

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Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	12/06/2025	1WFC-3WN6-3G73		108012	115494	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		52.47				
							52.47			
808	Amazon.com LLC	0000		EFT	12/12/2025	1M9X-PMVC-1WRR		108014	115496	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		74.99				
							74.99			
808	Amazon.com LLC	0000		EFT	12/14/2025	1TVM-46RP-LH3T		108023	115506	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			377.83				
	2 10105012 42200		GenEMS	OPERSUP		377.82				
							755.65			
808	Amazon.com LLC	0000		EFT	12/17/2025	1CH7-PX1V-76L3		108025	115509	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			238.74				
							238.74			
808	Amazon.com LLC	0000		EFT	11/21/2025	1NNR-MGPP-TRJH		108029	115512	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			26.97				
							26.97			
808	Amazon.com LLC	0000		EFT	12/17/2025	14HN-YM9L-4JJH		108058	115541	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		704.88				
							704.88			
808	Amazon.com LLC	0000		EFT	12/17/2025	1CH7-PX1V-9MMH		108067	115550	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907059 42200		CCFCitrHit	OPERSUP		13.89				
							13.89			
808	Amazon.com LLC	0000		EFT	12/17/2025	1DKF-TPKH-9JXV		108068	115551	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907058 42200		CCFYthFam	OPERSUP		12.99				
							12.99			
808	Amazon.com LLC	0000		EFT	12/17/2025	17KK-LWX9-9L44		108069	115552	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907058 42200		CCFYthFam	OPERSUP		33.75				
							33.75			

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Detail Invoice List

WARRANT: 112525 11/21/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/17/2025	1WNH-GLKQ-C16N		108070	115553		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		58.76					
							58.76				
808	Amazon.com LLC	0000		EFT	12/17/2025	1RHW-K39R-HH3Y		108074	115557		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		122.58					
							122.58				
808	Amazon.com LLC	0000		EFT	12/17/2025	1KFF-MFC3-D7LL		108075	115558		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907054 42200		CCFHlthWII	OPERSUP		50.45					
							50.45				
808	Amazon.com LLC	0000		EFT	12/14/2025	1LCT-K9NG-JRJP		108085	115568		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		199.98					
							199.98				
808	Amazon.com LLC	0000		EFT	12/17/2025	1TQD-QHRN-CRY9		108093	115577		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		47.48					
							47.48				
808	Amazon.com LLC	0000		EFT	12/19/2025	1YLH-31MQ-RNYG		108157	115641		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		25.99					
							25.99				
808	Amazon.com LLC	0000		EFT	12/19/2025	11VH-F3VF-TL9L		108158	115642		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		-89.99					
							-89.99				
808	Amazon.com LLC	0000		EFT	12/20/2025	19NL-HCNY-DTWJ		108168	115653		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		35.18					
							35.18				
							CHECK TOTAL				
							17,984.18				
808	Amazon.com LLC	0000	22201233	EFT	12/12/2025	1FLL-CL3J-7LMF		107870	115316		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 42200		SewEng	OPERSUP		7.52					
	2 62604010 42200		SWEng	OPERSUP		13.47					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						20.99				
					CHECK TOTAL	20.99				
228	American Eagle Equipm	0000	22501096	EFT	12/05/2025	13971	107803	115270		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200	GenFleet	OPERSUP			5,317.46				
						5,317.46				
228	American Eagle Equipm	0000	22501097	EFT	12/05/2025	13970	107807	115274		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200	GenFleet	OPERSUP			3,229.51				
	2 10106010 42200	GenFleet	OPERSUP			300.00				
						3,529.51				
					CHECK TOTAL	8,846.97				
2476	American Legal Publis	0000		EFT	07/10/2025	43178	107902	115376		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100	GenMayorOf	PROSERVICE			3,687.54				
						3,687.54				
					CHECK TOTAL	3,687.54				
468	American Pump Repair	0000	22401432	EFT	12/12/2025	80247	107714	115176		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432	EFT	12/12/2025	80246	107718	115179		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
					CHECK TOTAL	2,350.00				
4401	American School Healt	0000		EFT	12/13/2025	3488	108020	115503		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100	MNCPLHDFNB	BROSERVICE			165.00				
						165.00				
					CHECK TOTAL	165.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4596	Amilia Technologies U	0000	22500494	EFT	11/30/2025	1586293		107978	115460		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		960.19					
	2 27907051 35600		CCFAdmin	OTHERFEES		2,697.07					
							3,657.26				
4596	Amilia Technologies U	0000	22500494	EFT	11/30/2025	1586188		107979	115461		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		973.21					
	2 10107010 35600		GenParks	OTHERFEES		625.00					
							1,598.21				
							5,255.47				
											CHECK TOTAL
2468	Andrew R Mork	0000		EFT	10/31/2025	2306		107926	115401		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		6,000.00					
							6,000.00				
2468	Andrew R Mork	0000		EFT	12/01/2025	2320		107928	115404		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		6,000.00					
							6,000.00				
2468	Andrew R Mork	0000	22501135	EFT	11/30/2025	2318		107987	115469		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43100		CCFAdmin	PROSERVICE		13,500.00					
							13,500.00				
							25,500.00				
											CHECK TOTAL
393	Applied Concepts, Inc	0000		EFT	09/06/2025	462295		106915	114332		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		434.35					
							434.35				
							434.35				
											CHECK TOTAL
3788	Applied Engineering S	0000	22401131	EFT	11/30/2025	24-156-00-2415604		107504	114944		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		625.00					
							625.00				
							625.00				
											CHECK TOTAL

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3886	ARC Document Solution	0000	22300546	EFT	12/04/2025	53INI9087119		107882	115357		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 43100		SewEng	PROSERVICE		2,130.14					
							2,130.14				
						CHECK TOTAL	2,130.14				
5374	Astbury Water Technol	0000		EFT	12/14/2025	INV-AWT-013467		108086	115569		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		380.00					
							380.00				
						CHECK TOTAL	380.00				
670	Bardach Awards, Inc.	0000		EFT	11/28/2025	340196		106974	114392		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42231		CCFAdmin	UNIFORMS		30.00					
							30.00				
						CHECK TOTAL	30.00				
670	Bardach Awards, Inc.	0000		EFT	11/30/2025	340274		107050	114471		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42231		CCFAdmin	UNIFORMS		32.00					
							32.00				
						CHECK TOTAL	62.00				
1144	Barnes & Thornburg, L	0000	22500121	EFT	10/15/2025	3468454		107890	115365		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		6,238.62					
	2 60601011 43100		SewMayor	PROSERVICE		1,648.77					
	3 62601011 43100		SWMayor	PROSERVICE		445.61					
							8,333.00				
						CHECK TOTAL	8,333.00				
1144	Barnes & Thornburg, L	0000	22500121	EFT	10/17/2025	3469465		107891	115366		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		5,614.97					
	2 60601011 43100		SewMayor	PROSERVICE		1,483.96					
	3 62601011 43100		SWMayor	PROSERVICE		401.07					
							7,500.00				
						CHECK TOTAL	7,500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
1144 Barnes & Thornburg, L	0000	22500121	EFT	10/16/2025	3468261		107893	115368			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			2,245.99					
2 60601011 43100		SewMayor	PROSERVICE			593.58					
3 62601011 43100		SWMayor	PROSERVICE			160.43					
						3,000.00					
1144 Barnes & Thornburg, L	0000	22500121	EFT	10/16/2025	3468260		107895	115370			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			2,245.99					
2 60601011 43100		SewMayor	PROSERVICE			593.58					
3 62601011 43100		SWMayor	PROSERVICE			160.43					
						3,000.00					
1144 Barnes & Thornburg, L	0000	22500121	EFT	11/08/2025	3480238		107897	115372			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			6,238.61					
2 60601011 43100		SewMayor	PROSERVICE			1,648.78					
3 62601011 43100		SWMayor	PROSERVICE			445.61					
						8,333.00					
1144 Barnes & Thornburg, L	0000	22500121	EFT	11/13/2025	3482119		107932	115407			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			5,614.97					
2 60601011 43100		SewMayor	PROSERVICE			1,483.96					
3 62601011 43100		SWMayor	PROSERVICE			401.07					
						7,500.00					
1144 Barnes & Thornburg, L	0000	22500121	EFT	11/20/2025	3481319		108016	115499			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			2,245.99					
2 60601011 43100		SewMayor	PROSERVICE			593.58					
3 62601011 43100		SWMayor	PROSERVICE			160.43					
						3,000.00					
1144 Barnes & Thornburg, L	0000	22500121	EFT	11/20/2025	3481334		108017	115500			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			2,245.99					
2 60601011 43100		SewMayor	PROSERVICE			593.58					
3 62601011 43100		SWMayor	PROSERVICE			160.43					
						3,000.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1144	Barnes & Thornburg, L	0000	22500121	EFT	12/17/2025	3497359		108022	115505		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		6,238.61					
	2 60601011 43100		SewMayor	PROSERVICE		1,648.78					
	3 62601011 43100		SWMayor	PROSERVICE		445.61					
							8,333.00				
						CHECK TOTAL	51,999.00				
2460	Beaver Gravel Corpora	0000		EFT	11/08/2025	G1440482		106897	114315		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		180.00					
							180.00				
2460	Beaver Gravel Corpora	0000	22500952	EFT	11/23/2025	G1441647		107095	114517		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		180.00					
							180.00				
2460	Beaver Gravel Corpora	0000	22500952	EFT	11/26/2025	G1441809		107097	114519		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		180.00					
							180.00				
2460	Beaver Gravel Corpora	0000	22500952	EFT	11/21/2025	G1441411		107165	114589		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		180.00					
							180.00				
2460	Beaver Gravel Corpora	0000	22500952	EFT	11/22/2025	G1441481		107166	114590		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		180.00					
							180.00				
2460	Beaver Gravel Corpora	0000		EFT	12/03/2025	G1442377		107642	115102		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		1,080.00					
							1,080.00				
2460	Beaver Gravel Corpora	0000		EFT	12/04/2025	G1442482		107653	115113		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		360.00					
							360.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2460	Beaver Gravel Corpora	0000		EFT	12/05/2025	G1442621		107656	115116		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		275.00	275.00				
2460	Beaver Gravel Corpora	0000		EFT	12/05/2025	G1442583		107657	115117		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		540.00	540.00				
2460	Beaver Gravel Corpora	0000	22500947	EFT	12/12/2025	G1443087		107821	115291		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		180.00	180.00				
						CHECK TOTAL	3,335.00				
2764	BEC Enterprises LLC	0000	22500333	EFT	11/30/2025	INV38068		107724	115185		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 43100		SewFleet	PROSERVICE		643.12	643.12				
						CHECK TOTAL	643.12				
5676	Bertolini Solutions L	0000		EFT	12/09/2025	3399		108154	115638		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		89,157.79	89,157.79				
						CHECK TOTAL	89,157.79				
786	Bicycle Garage of Ind	0000	22500520	EFT	12/14/2025	47926		107825	115295		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		173.00	173.00				
786	Bicycle Garage of Ind	0000	22500520	EFT	12/14/2025	47927		107826	115296		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		231.00	231.00				
786	Bicycle Garage of Ind	0000	22500520	EFT	12/14/2025	47928		107827	115297		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		158.00	158.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
786	Bicycle Garage of Ind	0000	22500520	EFT	12/14/2025	47929		107828	115298		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE			158.00				
							158.00				
786	Bicycle Garage of Ind	0000	22500520	EFT	12/14/2025	47930		107829	115299		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE			158.00				
							158.00				
786	Bicycle Garage of Ind	0000	22500520	EFT	12/15/2025	47945		107901	115378		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE			243.00				
							243.00				
786	Bicycle Garage of Ind	0000	22500520	EFT	12/15/2025	47946		107903	115379		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE			229.00				
							229.00				
786	Bicycle Garage of Ind	0000		EFT	12/15/2025	47944		107905	115380		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE			250.00				
							250.00				
						CHECK TOTAL	1,600.00				
608	BL Anderson Co., Inc.	0000	22401273	EFT	11/29/2025	037874		107210	114634		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				423.44				
							423.44				
608	BL Anderson Co., Inc.	0000		EFT	11/29/2025	037875		107213	114637		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				1,266.43				
							1,266.43				
608	BL Anderson Co., Inc.	0000		EFT	10/22/2025	001413		107316	114746		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				-705.19				
							-705.19				
608	BL Anderson Co., Inc.	0000	22501126	EFT	12/13/2025	038031		107943	115419		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWaterMACHEQPT				6,984.99				
							6,984.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	7,969.67				
725 Bose, McKinney & Evan	0000		EFT	10/08/2025	919859		108026	115508		
					LINE AMOUNT					
1 10101011 43100		GenMayorOf	PROSERVICE			1,287.50				
					CHECK TOTAL	1,287.50				
373 Bound Tree Medical, L	0000		EFT	11/16/2025	85961315		106869	114283		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			113.95				
					CHECK TOTAL	113.95				
373 Bound Tree Medical, L	0000		EFT	11/20/2025	85964711		106890	114308		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			263.61				
					CHECK TOTAL	263.61				
373 Bound Tree Medical, L	0000		EFT	11/20/2025	85964712		106891	114309		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			748.69				
					CHECK TOTAL	748.69				
373 Bound Tree Medical, L	0000		EFT	11/22/2025	85967937		106892	114310		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			961.30				
					CHECK TOTAL	961.30				
373 Bound Tree Medical, L	0000		EFT	11/23/2025	85969347		107001	114420		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			1,999.31				
					CHECK TOTAL	1,999.31				
373 Bound Tree Medical, L	0000		EFT	11/27/2025	85972603		107275	114704		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			1,751.85				
					CHECK TOTAL	1,751.85				
373 Bound Tree Medical, L	0000		EFT	11/28/2025	85974603		107276	114705		
					LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			172.90				
					CHECK TOTAL	172.90				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	11/29/2025	85976301		107587	115029		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,643.86					
							1,643.86				
373	Bound Tree Medical, L	0000		EFT	12/05/2025	85983178		107589	115031		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,937.13					
							1,937.13				
373	Bound Tree Medical, L	0000		EFT	12/05/2025	85983179		107590	115032		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,889.99					
							1,889.99				
373	Bound Tree Medical, L	0000		EFT	12/05/2025	85983180		107591	115033		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		276.11					
							276.11				
373	Bound Tree Medical, L	0000		EFT	12/06/2025	85984838		107878	115353		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,998.83					
							1,998.83				
373	Bound Tree Medical, L	0000		EFT	12/13/2025	85992783		107997	115479		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,983.91					
							1,983.91				
							CHECK TOTAL				
							15,741.44				
4038	Brain Performance LLC	0000		EFT	10/09/2025	1770		108159	115643		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		1,350.00					
							1,350.00				
4038	Brain Performance LLC	0000		EFT	11/06/2025	1790		108160	115644		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		1,200.00					
							1,200.00				
							CHECK TOTAL				
							2,550.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5242 Brandon S Meeks	0000	22501122	EFT	12/17/2025	12122025		107957	115437		
ACCOUNT DETAIL					LINE AMOUNT					
1 10107010 43100		GenParks	PROSERVICE			4,000.00				
						4,000.00				
						4,000.00				
						CHECK TOTAL				
632 Brehob Corporation	0000		EFT	12/12/2025	I-00029794		107770	115237		
ACCOUNT DETAIL					LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			956.00				
						956.00				
						956.00				
						CHECK TOTAL				
2704 Browning Chapman LLC	0000	22500804	EFT	12/04/2025	CS-25-0031		107317	114745		
ACCOUNT DETAIL					LINE AMOUNT					
1 10109012 43100		GenPWBuild	PROSERVICE			3,750.00				
						3,750.00				
						3,750.00				
						CHECK TOTAL				
2704 Browning Chapman LLC	0000	22500803	EFT	12/04/2025	CS-25-0032		107318	114747		
ACCOUNT DETAIL					LINE AMOUNT					
1 10109012 43100		GenPWBuild	PROSERVICE			3,750.00				
						3,750.00				
						3,750.00				
						CHECK TOTAL				
567 Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004265		107417	114851		
ACCOUNT DETAIL					LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			190.00				
						190.00				
						190.00				
						CHECK TOTAL				
567 Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004268		107421	114857		
ACCOUNT DETAIL					LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			200.00				
						200.00				
						200.00				
						CHECK TOTAL				
567 Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004290		107424	114859		
ACCOUNT DETAIL					LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			230.00				
						230.00				
						230.00				
						CHECK TOTAL				
567 Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004289		107426	114861		
ACCOUNT DETAIL					LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			170.00				
						170.00				
						170.00				
						CHECK TOTAL				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004288		107427	114862		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004287		107428	114863		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			230.00					
							230.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004286		107429	114864		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004285		107431	114866		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004284		107433	114868		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004283		107434	114870		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			270.00					
							270.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004282		107435	114871		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004281		107438	114873		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004267		107440	114875		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004266		107441	114876		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			150.00					
							150.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004497		107442	114877		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			330.00					
							330.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004496		107443	114878		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004495		107444	114879		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2004494		107445	114880		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2005299		107446	114881		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2005816		107447	114882		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22500657	EFT	10/31/2025	PI2005818		107448	114884		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008162		108106	115590		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008163		108109	115593		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008166		108112	115596		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008167		108114	115598		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			270.00					
							270.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008374		108130	115614		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008372		108132	115616		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/01/2025	PI2008371		108133	115617		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			230.00					
							230.00				
							5,590.00				
5247	Cage Campus LLC	0000		EFT	11/30/2025	12/25 Rent		107600	115042		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69 RENTALS			14,327.83					
							14,327.83				
							14,327.83				
2424	CallTower Inc	0000		EFT	12/16/2025	202836224		107962	115443		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT PROSERVICE			758.25					
							758.25				
							758.25				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3854	Carmel Trucking LLC	0000		EFT	10/26/2025	25-1295		106838	114251	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		700.00				
							700.00			
							CHECK TOTAL			700.00
3054	Cecilia Coble	0000		INV	11/30/2025	10232025		107934	115409	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43200		GenMayorOf	COMMTRANS		566.01				
							566.01			
							CHECK TOTAL			566.01
691	Christopher B Burke E	0000	22400309	EFT	12/04/2025	40569		107722	115184	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		195.00				
							195.00			
							CHECK TOTAL			195.00
828	Church, Church, Hittl	0000	22400196	EFT	11/12/2025	337648		107954	115432	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		3,725.00				
							3,725.00			
							CHECK TOTAL			3,725.00
714	Cintas Corporation No	0000		EFT	12/06/2025	4249129133		107517	114957	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		192.01				
							192.01			
							CHECK TOTAL			192.01
714	Cintas Corporation No	0000		EFT	12/06/2025	4249129105		107518	114958	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		187.75				
							187.75			
							CHECK TOTAL			187.75

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/06/2025	4249129094		107519	114959		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		139.33					
							139.33				
						CHECK TOTAL	139.33				
714	Cintas Corporation No	0000		EFT	11/30/2025	4248390351		107541	114982		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		139.33					
							139.33				
						CHECK TOTAL	139.33				
714	Cintas Corporation No	0000		EFT	11/30/2025	4248390451		107542	114983		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		213.13					
							213.13				
						CHECK TOTAL	213.13				
714	Cintas Corporation No	0000		EFT	11/30/2025	4248390385		107543	114985		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		187.75					
							187.75				
						CHECK TOTAL	187.75				
714	Cintas Corporation No	0000		EFT	12/10/2025	5302204703		107691	115152		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		9.45					
							9.45				
						CHECK TOTAL	9.45				
714	Cintas Corporation No	0000		EFT	12/11/2025	4249631387		107757	115220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		38.26					
							38.26				
						CHECK TOTAL	38.26				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/11/2025	4249631385		107758	115221		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		187.34					
							187.34				
							187.34				
714	Cintas Corporation No	0000		EFT	12/11/2025	4249631383		107760	115222		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.46					
							79.46				
							79.46				
714	Cintas Corporation No	0000		EFT	12/11/2025	4249631152		107761	115224		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.98					
							67.98				
							67.98				
714	Cintas Corporation No	0000		EFT	12/11/2025	4249631015		107762	115226		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		88.71					
							88.71				
							88.71				
714	Cintas Corporation No	0000		EFT	12/11/2025	4249630989		107763	115227		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		46.32					
							46.32				
							46.32				
714	Cintas Corporation No	0000		EFT	12/11/2025	4249627975		107765	115229		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.29					
							67.29				
							67.29				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/12/2025	5302479901		107802	115269		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		35.40					
							35.40				
						CHECK TOTAL	35.40				
714	Cintas Corporation No	0000		EFT	12/14/2025	4249920856		107879	115354		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		110.05					
							110.05				
						CHECK TOTAL	110.05				
714	Cintas Corporation No	0000		EFT	12/13/2025	4249921046		107925	115400		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		187.75					
							187.75				
						CHECK TOTAL	187.75				
714	Cintas Corporation No	0000		EFT	12/13/2025	4249921071		107927	115402		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		192.01					
							192.01				
						CHECK TOTAL	192.01				
714	Cintas Corporation No	0000		EFT	12/13/2025	4249920980		107929	115403		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		139.33					
							139.33				
						CHECK TOTAL	139.33				
714	Cintas Corporation No	0000		EFT	12/18/2025	4250192656		108084	115567		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		60.42					
							60.42				
						CHECK TOTAL	60.42				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/17/2025	5303454701		108089	115572		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		34.50					
							34.50				
						CHECK TOTAL	34.50				
714	Cintas Corporation No	0000		EFT	12/17/2025	4250192620		108096	115580		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		46.32					
							46.32				
						CHECK TOTAL	46.32				
714	Cintas Corporation No	0000		EFT	12/17/2025	4250192772		108097	115581		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.98					
							67.98				
						CHECK TOTAL	67.98				
714	Cintas Corporation No	0000		EFT	12/17/2025	5303421207		108098	115582		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		23.49					
							23.49				
						CHECK TOTAL	23.49				
714	Cintas Corporation No	0000		EFT	12/17/2025	4250192875		108147	115631		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		38.26					
							38.26				
						CHECK TOTAL	38.26				
714	Cintas Corporation No	0000		EFT	12/17/2025	4250192894		108148	115632		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		187.34					
							187.34				
						CHECK TOTAL	187.34				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/17/2025	4250192902		108150	115634		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.46					
							79.46				
						CHECK TOTAL	79.46				
714	Cintas Corporation No	0000		EFT	12/18/2025	5303678003		108151	115635		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		7.53					
							7.53				
						CHECK TOTAL	7.53				
1048	Clark Dietz, Inc	0000	22401431	EFT	12/06/2025	446808		108064	115547		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44200		SewPWWater	INFRSTR		2,291.25					
							2,291.25				
						CHECK TOTAL	2,291.25				
2650	Community Health Netw	0000	22400112	EFT	11/30/2025	FIN-008890		107866	115341		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		2,500.00					
							2,500.00				
						CHECK TOTAL	2,500.00				
3018	Contemporary Services	0000	22501123	EFT	10/16/2025	13314265		107960	115442		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		3,735.00					
							3,735.00				
						CHECK TOTAL	3,735.00				
5390	Crosswave Solutions I	0000	22500851	EFT	12/01/2025	1201		107177	114603		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		2,827.50					
							2,827.50				
						CHECK TOTAL	2,827.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1061	Melissa Crowe	0000		INV	12/17/2025	111825		108095	115579	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43200		GenIT	COMMTRANS			230.55			
	2 60606050 43200		SewIT	COMMTRANS			91.97			
	3 62606050 43200		SWIT	COMMTRANS			45.36			
							367.88			
							367.88			
2485	Crown Castle Internat	0000	22500707	EFT	11/30/2025	1975954		107963	115444	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			6,036.42			
	2 60606050 43100		SewIT	PROSERVICE			1,131.83			
	3 62606050 43100		SWIT	PROSERVICE			377.28			
							7,545.53			
							7,545.53			
4829	Culligan Ultrapure In	0000		EFT	12/05/2025	0900808265		107414	114848	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				86.41			
							86.41			
							86.41			
2645	CureMD.com, Inc	0000		EFT	11/30/2025	INV-25-12326		107980	115462	
ACCOUNT DETAIL						LINE AMOUNT				
	1 21201012 43100		HDFBSG	PROSERVICE			879.74			
							879.74			
							879.74			
811	Current Publishing LL	0000		EFT	11/24/2025	83064		107922	115397	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			3,157.00			
							3,157.00			
811	Current Publishing LL	0000		EFT	12/28/2025	83505		108038	115521	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			3,849.00			
							3,849.00			
							7,006.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2435	CVK LLC	0000		EFT	11/30/2025	12/25 Rent		107599	115041		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		37,773.94					
							37,773.94				
							37,773.94				
5924	David Dickens	0000	22501108	EFT	12/12/2025	112025		107836	115306		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 43100		GenExAff	PROSERVICE		4,800.00					
							4,800.00				
							4,800.00				
1047	Donohue & Associates	0000	22401435	EFT	10/06/2025	14469-09		107201	114625		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,514.94					
							2,514.94				
1047	Donohue & Associates	0000	22401435	EFT	11/10/2025	14469-10		107202	114626		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,645.84					
							1,645.84				
1047	Donohue & Associates	0000	22401435	EFT	11/30/2025	14698-02		107315	114744		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,310.00					
							2,310.00				
1047	Donohue & Associates	0000	22401435	EFT	11/30/2025	14708-01		107319	114748		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		7,700.00					
							7,700.00				
							14,170.78				
5244	Douglas Dynamics Inc	0000		EFT	11/19/2025	431517		106848	114261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		567.47					
							567.47				
							567.47				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5853	Douglas Tapp	0000		INV	11/29/2025	D.Tapp_10.30.25		107047	114468	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43200		SWPWWater	COMMTRANS		17.76				
							17.76			
						CHECK TOTAL	17.76			
1479	Dura Overhead Door In	0000		EFT	11/26/2025	19330954		107745	115207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		176.00				
							176.00			
						CHECK TOTAL	176.00			
1900	Earthworks Lawncare I	0000		EFT	11/27/2025	27150		107016	114435	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		1,000.00				
							1,000.00			
1900	Earthworks Lawncare I	0000	22501060	EFT	08/27/2025	26486		107216	114640	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		13,500.00				
							13,500.00			
1900	Earthworks Lawncare I	0000	22501014	EFT	06/27/2025	26397		107234	114658	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		2,000.00				
							2,000.00			
						CHECK TOTAL	16,500.00			
3636	Eckart LLC	0000		EFT	11/25/2025	S101529398.002		106894	114312	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		615.90				
							615.90			
3636	Eckart LLC	0000		EFT	11/25/2025	S101539614.001		106895	114313	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		63.38				
							63.38			
3636	Eckart LLC	0000		EFT	11/25/2025	S101541927.001		106896	114314	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	PERSUP		121.13				
							121.13			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3636	Eckart LLC	0000		EFT	11/25/2025	S101522703.001		106988	114407		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		674.69	674.69				
3636	Eckart LLC	0000		EFT	11/25/2025	S101468130.001		106990	114409		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		204.56	204.56				
3636	Eckart LLC	0000		EFT	11/25/2025	S101468130.002		106991	114410		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		625.27	625.27				
3636	Eckart LLC	0000		EFT	11/25/2025	S101468130.003		106992	114411		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		511.40	511.40				
3636	Eckart LLC	0000		EFT	11/25/2025	S101541202.001		107031	114451		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		451.21	451.21				
3636	Eckart LLC	0000		EFT	11/25/2025	S101541202.002		107032	114452		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		36.52	36.52				
3636	Eckart LLC	0000		EFT	12/25/2025	S101468130.004		107608	115050		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		250.11	250.11				
3636	Eckart LLC	0000		EFT	12/25/2025	S101555007.001		107609	115051		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		142.69	142.69				
3636	Eckart LLC	0000		EFT	12/25/2025	S101541927.002		107746	115208		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		76.28	76.28				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3636	Eckart LLC	0000		EFT	12/25/2025	S101529360.003		107747	115209		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		19.40					
							19.40				
3636	Eckart LLC	0000		EFT	12/25/2025	S101575853.001		108059	115542		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		17.14					
							17.14				
3636	Eckart LLC	0000		EFT	12/25/2025	S101571383.001		108141	115625		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		864.89					
							864.89				
3636	Eckart LLC	0000		EFT	12/25/2025	S101572084.001		108142	115626		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,326.21					
							1,326.21				
							CHECK TOTAL				
							6,000.78				
717	Egis BLN USA Inc	0000	22401437	EFT	12/10/2025	83207		107824	115294		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		6,780.00					
							6,780.00				
							CHECK TOTAL				
							6,780.00				
476	Element Materials Tec	0000		EFT	12/19/2025	25-189659		108129	115613		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		130.60					
							130.60				
							CHECK TOTAL				
							130.60				
1525	Ashley Elrod	0000		INV	10/02/2025	111-0364906-8225860		104621	111843		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP		124.08					
							124.08				
1525	Ashley Elrod	0000		INV	10/02/2025	25409		104622	111846		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP		380.85					
							380.85				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	504.93				
5667 Elsmore Sports Inc	0000		EFT	12/03/2025	ORD4-0001853-01		107459	114895		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	27907051 42231	CCFAdmin	UNIFORMS		1,183.70				
					CHECK TOTAL	1,183.70				
1186 Elwood Fire Equipment	0000		EFT	09/18/2025	79849		106849	114262		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	10109012 43100	GenPWBuild	PROSERVICE		185.95				
					CHECK TOTAL	185.95				
1186 Elwood Fire Equipment	0000		EFT	11/30/2025	78822		107645	115105		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	10106010 43100	GenFleet	PROSERVICE		211.00				
					CHECK TOTAL	211.00				
					CHECK TOTAL	396.95				
2933 Epic Solutions Inc	0000		EFT	12/10/2025	19273		107740	115202		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	20106191 42200	MVHICSRTS	OPERSUP		849.54				
					CHECK TOTAL	849.54				
2405 ERAD Group Inc	0000		EFT	02/08/2026	212005		107180	114605		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	10101012 43100	GenBSG	PROSERVICE		1,500.00				
					CHECK TOTAL	1,500.00				
					CHECK TOTAL	1,500.00				
3968 ESL-Spectrum Inc	0000	22500976	EFT	12/06/2025	17719SP		107880	115355		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	20206191 42200	LRSICSRTS	OPERSUP		37,948.40				
					CHECK TOTAL	37,948.40				
3968 ESL-Spectrum Inc	0000	22400898	EFT	11/27/2025	17666SP		107881	115356		
					ACCOUNT DETAIL	LINE AMOUNT				
	1	20206100 44200	LRSIC	INFRSTR		84,089.02				
					CHECK TOTAL	84,089.02				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	122,037.42			
5848	ETI Performance Impro	0000	22501051	EFT	12/23/2025	740	108082	115565		
						LINE AMOUNT				
1	10106050 43100	GenIT	PROSERVICE			3,522.00				
						CHECK TOTAL	3,522.00			
5682	Ferguson US Holdings	0000	22501047	EFT	11/10/2025	0443150	107197	114621		
						LINE AMOUNT				
1	62609014 42200	SWPWWater	OPERSUP			4,095.69				
						CHECK TOTAL	4,095.69			
5824	Fields Outdoor Advent	0000	22501020	EFT	11/13/2025	23847	107815	115282		
						LINE AMOUNT				
1	10108015 42200	GenPDSpprt	OPERSUP			16,500.00				
						CHECK TOTAL	16,500.00			
1182	FineLine Graphics Inc	0000		EFT	06/19/2025	171405	104514	111729		
						LINE AMOUNT				
1	10101016 43300	GenPR	PRINTADVER			678.00				
2	60601016 43300	SewPR	PRINTADVER			200.00				
							878.00			
1182	FineLine Graphics Inc	0000		EFT	12/05/2025	178091	108013	115495		
						LINE AMOUNT				
1	10101016 43300	GenPR	PRINTADVER			714.00				
						CHECK TOTAL	714.00			
						CHECK TOTAL	1,592.00			
1222	Fire Service, Incorpo	0000	22500594	EFT	12/02/2025	57904	107695	115156		
						LINE AMOUNT				
1	10105015 42231	GenSafeTr	UNIFORMS			3,128.00				
2	10105016 42231	GenExAff	UNIFORMS			18.50				
							3,146.50			
						CHECK TOTAL	3,146.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2373	Fishers Cryotherapy L	0000	22500991	EFT	03/01/2026	0690-00023137		107142	114566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		6,911.84					
							6,911.84				
							6,911.84				
											CHECK TOTAL
2358	Fredericks Inc	0000		EFT	12/10/2025	6599-25		107792	115259		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		358.85					
							358.85				
							358.85				
											CHECK TOTAL
1196	Frey Water Conditioni	0000		EFT	12/04/2025	134921070		107418	114852		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		95.90					
							95.90				
1196	Frey Water Conditioni	0000		EFT	12/04/2025	134924699		107419	114854		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		61.94					
							61.94				
1196	Frey Water Conditioni	0000		EFT	12/04/2025	134921560		107422	114856		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		95.90					
							95.90				
1196	Frey Water Conditioni	0000		EFT	12/04/2025	134923537		107423	114858		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		53.45					
							53.45				
1196	Frey Water Conditioni	0000		EFT	12/04/2025	134921784		107425	114860		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		11.00					
							11.00				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134919503		107453	114889		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		36.47					
							36.47				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134921281		107476	114914		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		11.00					
							11.00				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134922947		107477	114915		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45					
							53.45				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134991672		107479	114917		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		78.92					
							78.92				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134992595		107481	114919		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45					
							53.45				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134993069		107482	114920		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45					
							53.45				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	135095610		107484	114922		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45					
							53.45				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134923847		107585	115027		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		61.95					
							61.95				
1196	Frey Water Conditioni	0000		EFT	12/05/2025	134922793		107594	115036		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45					
							53.45				
1196	Frey Water Conditioni	0000		EFT	12/17/2025	135343021		108100	115584		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		96.97					
							96.97				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1196	Frey Water Conditioni	0000		EFT	12/17/2025	135339953		108101	115585		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		287.98					
							287.98				
1196	Frey Water Conditioni	0000		EFT	12/17/2025	135342767		108102	115586		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		287.98					
							287.98				
1196	Frey Water Conditioni	0000		EFT	11/19/2025	135338915		108103	115587		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		287.98					
							287.98				
1196	Frey Water Conditioni	0000		EFT	12/18/2025	135339063		108111	115595		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		143.99					
							143.99				
1196	Frey Water Conditioni	0000		EFT	12/18/2025	135341503		108113	115597		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		228.98					
							228.98				
							CHECK TOTAL				
							2,107.66				
4659	GHA Technologies Inc	0000	22500751	EFT	11/29/2025	1198711		107965	115446		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		53.76					
	2 60606050 42200		SewIT	OPERSUP		5.12					
	3 62606050 42200		SWIT	OPERSUP		5.12					
							64.00				
4659	GHA Technologies Inc	0000	22501052	EFT	11/30/2025	1197383		107967	115448		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		40,529.30					
	2 60606050 42200		SewIT	OPERSUP		9,263.84					
							49,793.14				
4659	GHA Technologies Inc	0000	22501053	EFT	11/30/2025	1197400		107968	115450		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		7,885.75					
	2 60606050 42200		SewIT	OPERSUP		1,496.11					
							9,381.86				

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Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4659	GHA Technologies Inc	0000	22500751	EFT	12/10/2025	1199333		107969	115451		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10106050 42200		GenIT	OPERSUP			29.10				
	2 60606050 42200		SewIT	OPERSUP			48.88				
	3 62606050 42200		SWIT	OPERSUP			48.88				
	4 10106050 42200		GenIT	OPERSUP			484.14				
							611.00				
4659	GHA Technologies Inc	0000	22500751	EFT	12/11/2025	1199743		107971	115453		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10106050 42200		GenIT	OPERSUP			341.88				
	2 60606050 42200		SewIT	OPERSUP			32.56				
	3 62606050 42200		SWIT	OPERSUP			32.56				
							407.00				
							CHECK TOTAL				60,257.00
2262	Gluten Free Creations	0000		EFT	12/10/2025	11102025		107571	115013		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10107010 42200		GenParks	OPERSUP			5.00				
							5.00				
							CHECK TOTAL				5.00
2776	Great Lakes Ace Hardw	0000		EFT	12/14/2025	4031/61		107919	115394		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10105013 42200		GenLogist	OPERSUP			19.99				
							19.99				
							CHECK TOTAL				19.99
4522	Great Lakes Water & S	0000		EFT	10/15/2025	1835		106864	114278		
	ACCOUNT DETAIL										LINE AMOUNT
	1 60609014 42200		SewPWWater	OPERSUP			1,334.70				
							1,334.70				
							CHECK TOTAL				1,334.70
770	Grimco Inc	0000		EFT	11/22/2025	34718245-01		106893	114311		
	ACCOUNT DETAIL										LINE AMOUNT
	1 20106191 42200		MVHICSR	OPERSUP			1,099.65				
							1,099.65				
							CHECK TOTAL				1,099.65

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WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1434	H&H Industries, Inc	0000		EFT	11/29/2025	852595		107743	115205		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			140.03					
							140.03				
						CHECK TOTAL	140.03				
4899	HAE Fields LLC	0000		EFT	11/26/2025	1363		106929	114346		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055010 43100		FireGrant PROSERVICE			617.25					
							617.25				
4899	HAE Fields LLC	0000		EFT	10/25/2025	1357		107039	114459		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055010 43100		FireGrant PROSERVICE			363.95					
							363.95				
4899	HAE Fields LLC	0000		EFT	12/01/2025	1365		107192	114617		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055010 43100		FireGrant PROSERVICE			592.12					
							592.12				
4899	HAE Fields LLC	0000		EFT	12/07/2025	1368		107512	114952		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055010 43100		FireGrant PROSERVICE			400.73					
							400.73				
4899	HAE Fields LLC	0000		EFT	12/18/2025	1370		108126	115610		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055010 43100		FireGrant PROSERVICE			332.78					
							332.78				
						CHECK TOTAL	2,306.83				
5829	Haggard & Stocking As	0000		EFT	11/26/2025	22211146		106986	114405		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			34.29					
							34.29				
5829	Haggard & Stocking As	0000		EFT	11/21/2025	22210011		107033	114453		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRSTS OPERSUP			66.73					
							66.73				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5829	Haggard & Stocking As	0000		EFT	11/29/2025	22212534		107700	115161		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		5.94					
							5.94				
						CHECK TOTAL	106.96				
1528	Joe Harding	0000		INV	12/10/2025	107534		107534	114975		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43200		GenEMS	COMMTRANS		406.50					
							406.50				
						CHECK TOTAL	406.50				
2053	Rodney V Hartley	0000		EFT	12/07/2025	3489		107500	114940		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		90,448.00					
							90,448.00				
						CHECK TOTAL	90,448.00				
2466	Hatem Mekky	0000		INV	11/29/2025	Airline reimb		107871	115346		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43200		MVHEng	COMMTRANS		248.96					
							248.96				
						CHECK TOTAL	248.96				
5523	Hawkins Inc	0000		EFT	12/19/2025	7246786		107483	114921		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		743.75					
							743.75				
						CHECK TOTAL	743.75				
3718	HD Supply Inc	0000	22401099	EFT	12/03/2025	INV00874138		107323	114752		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		490.43					
							490.43				
						CHECK TOTAL	490.43				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
844	Heritage Crystal Clea	0000		EFT	11/15/2025	19614458		107699	115160		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
844	Heritage Crystal Clea	0000	22501098	EFT	11/30/2025	19640017		107759	115223		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			2,008.73					
							2,008.73				
						CHECK TOTAL	2,178.73				
3361	Heritage Landscape Su	0000	22501037	EFT	12/14/2025	0023774250-001		107614	115056		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			9,274.86					
							9,274.86				
3361	Heritage Landscape Su	0000		EFT	01/01/2026	0024138932-001		108138	115622		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			150.50					
							150.50				
						CHECK TOTAL	9,425.36				
5689	Heritage Landscape Su	0000		EFT	12/07/2025	0023807371-001		106831	114244		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			40.00					
							40.00				
5689	Heritage Landscape Su	0000		EFT	12/07/2025	0023803136-001		106832	114245		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			20.00					
							20.00				
5689	Heritage Landscape Su	0000		EFT	12/11/2025	0023844486-001		106976	114394		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			20.00					
							20.00				
5689	Heritage Landscape Su	0000		EFT	11/01/2025	0023236960-001		106977	114395		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			20.00					
							20.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
5689 Heritage Landscape Su	0000		EFT	12/12/2025	0023865149-001		106985	114403			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			20.00					
						20.00					
5689 Heritage Landscape Su	0000		EFT	10/13/2025	0022935664-001		106993	114412			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106193 42200		GFICPKSMNTO	PERSUP			542.88					
						542.88					
5689 Heritage Landscape Su	0000		EFT	12/22/2025	0024023083-001		107701	115162			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			35.00					
						35.00					
5689 Heritage Landscape Su	0000		EFT	12/19/2025	0023965230-001		107908	115383			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			35.00					
						35.00					
5689 Heritage Landscape Su	0000		EFT	12/28/2025	0024095766-001		107910	115384			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			35.00					
						35.00					
5689 Heritage Landscape Su	0000		EFT	01/01/2026	0024125346-001		108062	115545			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			20.00					
						20.00					
5689 Heritage Landscape Su	0000		EFT	12/13/2025	0023884770-001		108135	115619			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			35.00					
						35.00					
5689 Heritage Landscape Su	0000		EFT	01/02/2026	002414654-001		108136	115620			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			35.00					
						35.00					
						35.00					
						CHECK TOTAL					
						857.88					
1412 Hoosier Fire Equipmen	0000	22501031	EFT	11/03/2025	124295		107144	114568			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105013 42200		GenLogist	OPERSUP			4,260.00					
						4,260.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1412	Hoosier Fire Equipmen	0000		EFT	11/15/2025	124389		107334	114765		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,465.35					
							1,465.35				
1412	Hoosier Fire Equipmen	0000		EFT	11/16/2025	124409		107538	114979		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,801.25					
							1,801.25				
1412	Hoosier Fire Equipmen	0000	22500770	EFT	11/20/2025	124424		107539	114980		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		4,212.00					
							4,212.00				
1412	Hoosier Fire Equipmen	0000	22500981	EFT	12/18/2025	124524		108083	115566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105014 42200		GenSpecOps	OPERSUP		6,080.00					
							6,080.00				
1412	Hoosier Fire Equipmen	0000	22500842	EFT	11/30/2025	124547		108152	115636		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		7,238.00					
							7,238.00				
											CHECK TOTAL
							25,056.60				
5236	Howmedica Osteonics C	0000		EFT	12/07/2025	9210760470		107535	114976		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		645.00					
							645.00				
											CHECK TOTAL
							645.00				
5437	IN Franchising LLC	0000	22500772	EFT	12/01/2025	1018		107245	114669		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,550.00					
							1,550.00				
5437	IN Franchising LLC	0000	22500772	EFT	12/01/2025	1027		107268	114696		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		875.00					
							875.00				
											CHECK TOTAL
							2,425.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2770	Incentive Services In	0000	22500197	EFT	09/30/2025	00129474		108007	115489		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		657.66					
							657.66				
							CHECK TOTAL				657.66
1543	Indiana Oxygen Compan	0000		EFT	11/30/2025	10751519		107251	114676		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		145.08					
							145.08				
1543	Indiana Oxygen Compan	0000		EFT	11/30/2025	10751653		107592	115035		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		194.68					
							194.68				
1543	Indiana Oxygen Compan	0000		EFT	11/30/2025	10751613		107972	115454		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		48.36					
							48.36				
1543	Indiana Oxygen Compan	0000		EFT	09/30/2025	10711166		108065	115548		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		145.08					
							145.08				
							CHECK TOTAL				533.20
2399	Indiana Testing Inc	0000		EFT	11/30/2025	158196		107335	114766		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		20.00					
							20.00				
2399	Indiana Testing Inc	0000		EFT	11/30/2025	158173		107336	114767		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		20.00					
							20.00				
2399	Indiana Testing Inc	0000		EFT	11/30/2025	158166		107337	114768		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		20.00					
							20.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2399	Indiana Testing Inc	0000		EFT	01/10/2026	158783		107505	114945		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		40.00					
							40.00				
2399	Indiana Testing Inc	0000		EFT	12/20/2025	160423		108149	115633		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		99.00					
							99.00				
							CHECK TOTAL				
							199.00				
2094	Indianapolis Signwork	0000		EFT	08/10/2025	28632		108118	115602		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		12,892.00					
							12,892.00				
							CHECK TOTAL				
							12,892.00				
5245	Indy Enviroworks LLC	0000	22201209	EFT	12/03/2025	1286		107811	115278		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 44200		SWPWWater	INFRSTR		9,097.50					
							9,097.50				
5245	Indy Enviroworks LLC	0000	22201209	EFT	11/19/2025	1280		107812	115279		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 44200		SWPWWater	INFRSTR		10,662.50					
	2 62609014 44200		SWPWWater	INFRSTR		33,574.50					
							44,237.00				
							CHECK TOTAL				
							53,334.50				
733	Innovative Integratio	0000		EFT	11/20/2025	48889		107044	114465		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,133.79					
							1,133.79				
733	Innovative Integratio	0000	22501027	EFT	11/28/2025	48941		107132	114556		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		41,152.24					
	2 60606050 43100		SewIT	PROSERVICE		4,000.00					
	3 62606050 43100		SWIT	PROSERVICE		4,000.00					
							49,152.24				
							CHECK TOTAL				
							50,286.03				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
1801 Interspiro, Inc	0000		EFT	12/05/2025	112586		107412	114846			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105014 42200		GenSpecOps	OPERSUP			276.88					
						CHECK TOTAL	276.88				
1823 Irving Materials, Inc	0000	22500676	EFT	11/26/2025	71541921		107096	114518			
ACCOUNT DETAIL						LINE AMOUNT					
1 20206191 42200		LRSICSR	OPERSUP			125.48					
						CHECK TOTAL	125.48				
1823 Irving Materials, Inc	0000	22500676	EFT	11/21/2025	71539890		107109	114532			
ACCOUNT DETAIL						LINE AMOUNT					
1 20206191 42200		LRSICSR	OPERSUP			362.84					
						CHECK TOTAL	362.84				
1823 Irving Materials, Inc	0000	22500676	EFT	11/30/2025	71543750		107643	115103			
ACCOUNT DETAIL						LINE AMOUNT					
1 20206191 42200		LRSICSR	OPERSUP			1,937.22					
						CHECK TOTAL	1,937.22				
						CHECK TOTAL	2,425.54				
4100 Jasmeet Singh	0000		INV	10/29/2025	F24-182		105630	112979			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMMTRANS			134.50					
						CHECK TOTAL	134.50				
						CHECK TOTAL	134.50				
2417 Javelina Construction	0000	22501016	EFT	10/26/2025	11994-1		107129	114553			
ACCOUNT DETAIL						LINE AMOUNT					
1 20109011 43100		MVHPWStr	PROSERVICE			6,000.00					
						CHECK TOTAL	6,000.00				
						CHECK TOTAL	6,000.00				
3256 Jeffery Meyer	0000	22501112	EFT	12/03/2025	11032025-1		107966	115447			
ACCOUNT DETAIL						LINE AMOUNT					
1 20106010 42200		MVHFleet	OPERSUP			6,339.40					
2 20106010 43100		MVHFleet	PROSERVICE			10,459.55					
						CHECK TOTAL	16,798.95				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256 Jeffery Meyer	0000	22501111	EFT	12/03/2025	11032025-2		107970	115452		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106010 42200		GenFleet	OPERSUP			9,070.85				
2 10106010 43100		GenFleet	PROSERVICE			5,636.71				
						14,707.56				
3256 Jeffery Meyer	0000	22501138	EFT	12/17/2025	1117025		108092	115575		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106010 42200		GenFleet	OPERSUP			21,262.69				
2 10106010 43100		GenFleet	PROSERVICE			2,068.82				
3 20106010 42200		MVHFleet	OPERSUP			5,246.31				
4 60606010 42200		SewFleet	OPERSUP			8,377.20				
5 62606010 43100		SWFleet	PROSERVICE			313.94				
						37,268.96				
						CHECK TOTAL	68,775.47			
5833 Jenna Hass	0000		INV	12/17/2025	JH111725		107955	115435		
ACCOUNT DETAIL						LINE AMOUNT				
1 27907054 42200		CCFHlthWII	OPERSUP			302.32				
						302.32				
						CHECK TOTAL	302.32			
878 Jennifer C Messer PC	0000		EFT	12/05/2025	OCT2025		107899	115374		
ACCOUNT DETAIL						LINE AMOUNT				
1 10101011 43101		GenMayorOf	LGLSVCS			20,000.00				
						20,000.00				
						CHECK TOTAL	20,000.00			
5847 Johnson Management Co	0000		INV	12/13/2025	108117		108117	115601		
ACCOUNT DETAIL						LINE AMOUNT				
1 10101013 44920		GenContr	CAPEXP			1,650.00				
						1,650.00				
						CHECK TOTAL	1,650.00			
4864 Jon A Ward	0000	22400885	EFT	09/06/2025	5232		107111	114534		
ACCOUNT DETAIL						LINE AMOUNT				
1 20206191 42200		LRSICSRTS	OPERSUP			300.00				
						300.00				
						CHECK TOTAL	300.00			

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WARRANT: 112525 11/21/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5852	Juan Rebollar-Balderr	0000		INV	11/28/2025	J.R-B_10.29.25		107046	114467		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43200		SWPWWater	COMMTRANS			17.76				
						CHECK TOTAL	17.76				
4398	Kacy Brobst	0000		INV	11/30/2025	103125		107509	114949		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43200		MNCPLHDFNDOMMTRANS				80.08				
						CHECK TOTAL	80.08				
5838	Kelly Landscaping Ser	0000		EFT	12/06/2025	2650		107502	114942		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP			20,391.00				
							20,391.00				
5838	Kelly Landscaping Ser	0000		EFT	12/17/2025	2672		108119	115603		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP			27,861.00				
							27,861.00				
						CHECK TOTAL	48,252.00				
4518	Keystone Cooperative	0000	22501110	EFT	12/25/2025	201613310		107958	115439		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL			2,471.62				
							2,471.62				
4518	Keystone Cooperative	0000	22501116	EFT	12/25/2025	201307632		107961	115441		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL			15,326.57				
	2 20106010 42221		MVHFleet	FUEL			1,493.18				
	3 60606010 42221		SewFleet	FUEL			768.03				
	4 62606010 42221		SWFleet	FUEL			384.01				
							17,971.79				

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WARRANT: 112525 11/21/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4518	Keystone Cooperative	0000	22501145	EFT	10/25/2025	201306805		108125	115609		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		19,307.16					
	2 20106010 42221		MVHFleet	FUEL		1,954.53					
	3 62606010 42221		SWFleet	FUEL		385.82					
							21,647.51				
							42,090.92				
5044	Kirstene Danielle Adk	0000		EFT	12/10/2025	25-299		107800	115267		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,000.00					
							1,000.00				
5044	Kirstene Danielle Adk	0000		EFT	12/12/2025	25-300		107801	115268		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		300.00					
							300.00				
							1,300.00				
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG087		107574	115016		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		409.01					
							409.01				
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG088		107576	115018		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		210.00					
							210.00				
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG089		107577	115019		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		140.00					
							140.00				
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG090		107578	115020		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		140.00					
							140.00				
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG091		107579	115021		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		682.54					
							682.54				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG092		107580	115022		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		220.50					
							220.50				
3513	Knox Handmade LLC-Mas	0000		EFT	11/16/2025	FMPG093		107581	115023		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43100		CPP	PROSERVICE		624.78					
							624.78				
						CHECK TOTAL	2,426.83				
152	Krieg Devault LLP	0000	22500031	EFT	10/29/2025	586153		107907	115382		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		5,500.00					
							5,500.00				
152	Krieg Devault LLP	0000	22500031	EFT	11/15/2025	587318		107909	115385		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		5,500.00					
							5,500.00				
						CHECK TOTAL	11,000.00				
3725	Kyle Rader	0000		EFT	11/29/2025	251002		107013	114432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		625.00					
							625.00				
						CHECK TOTAL	625.00				
206	Leads Online LLC	0000	22501017	EFT	10/15/2025	420983		107816	115283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		11,275.00					
							11,275.00				
						CHECK TOTAL	11,275.00				
208	Ethan Lee	0000		INV	10/12/2025	09102025		107911	115386		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43200		GenHR	COMMTRANS		241.40					
							241.40				
						CHECK TOTAL	241.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
210	Lee Supply Corp	0000		EFT	11/10/2025	S102034342.001		107806	115273		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		1,499.00					
							1,499.00				
210	Lee Supply Corp	0000		EFT	12/04/2025	S102046856.001		107900	115375		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		1,499.00					
							1,499.00				
							CHECK TOTAL				
							2,998.00				
936	Lehman's Inc of Ander	0000	22500961	EFT	11/27/2025	21902		107168	114592		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		5,404.03					
							5,404.03				
936	Lehman's Inc of Ander	0000		EFT	11/15/2025	21916		107287	114716		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		502.75					
							502.75				
936	Lehman's Inc of Ander	0000		EFT	11/15/2025	21917		107288	114717		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,613.65					
							1,613.65				
936	Lehman's Inc of Ander	0000	22500505	EFT	12/04/2025	21928		107325	114754		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		345.25					
							345.25				
936	Lehman's Inc of Ander	0000	22500505	EFT	12/04/2025	21941		107328	114758		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,633.58					
							1,633.58				
936	Lehman's Inc of Ander	0000	22500505	EFT	12/04/2025	21942		107330	114761		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,072.39					
							1,072.39				
936	Lehman's Inc of Ander	0000	22500505	EFT	12/04/2025	21955		107331	114762		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		634.00					
							634.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
936	Lehman's Inc of Ander	0000	22500505	EFT	12/04/2025	21943		107332	114763		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			643.07					
							643.07				
936	Lehman's Inc of Ander	0000	22500505	EFT	12/04/2025	21944		107333	114764		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			1,836.48					
							1,836.48				
936	Lehman's Inc of Ander	0000	22500989	EFT	11/13/2025	21903		107460	114896		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 44400		GenPWBuild IMPROTHBUI			14,866.01					
	2 10109012 43100		GenPWBuild PROSERVICE			87.00					
							14,953.01				
936	Lehman's Inc of Ander	0000	22501090	EFT	12/04/2025	21945		107755	115218		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			3,161.94					
							3,161.94				
936	Lehman's Inc of Ander	0000	22501091	EFT	12/04/2025	21947		107756	115219		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			3,650.00					
							3,650.00				
936	Lehman's Inc of Ander	0000	22501005	EFT	12/04/2025	21946		107813	115280		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWaterMACHEQPT			6,475.00					
							6,475.00				
							CHECK TOTAL				
							41,925.15				
218	Lifeline Data Centers	0000	22500817	EFT	12/01/2025	37045		107973	115455		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT PROSERVICE			2,677.35					
	2 60606050 43100		SewIT PROSERVICE			334.67					
	3 62606050 43100		SWIT PROSERVICE			334.67					
							3,346.69				
							CHECK TOTAL				
							3,346.69				
289	Macallister Machinery	0000		EFT	11/23/2025	R64683064902		106931	114348		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			1,304.06					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
289	Macallister Machinery	0000	EFT	12/06/2025	R64681024801	1,304.06	107465	114901			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 60609014 43100	SewPWWater	PROSERVICE			315.90					
						315.90					
289	Macallister Machinery	0000	22500396 EFT	12/05/2025	s10713410	107674	107674	115135			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106010 43100	MVHFleet	PROSERVICE			2,353.69					
						2,353.69					
289	Macallister Machinery	0000	22500396 EFT	12/03/2025	S10703447	107717	107717	115178			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106010 43100	MVHFleet	PROSERVICE			6,564.83					
	2 20106010 43100	MVHFleet	PROSERVICE			3,259.12					
						9,823.95					
289	Macallister Machinery	0000	EFT	12/04/2025	S10708462	107719	107719	115180			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106010 43100	MVHFleet	PROSERVICE			-2,158.32					
						-2,158.32					
289	Macallister Machinery	0000	EFT	11/02/2025	MS10567142	107725	107725	115186			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 60606010 42200	SewFleet	OPERSUP			1,817.50					
						1,817.50					
289	Macallister Machinery	0000	EFT	11/02/2025	S10565838	107726	107726	115187			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106010 43100	MVHFleet	PROSERVICE			619.02					
						619.02					
289	Macallister Machinery	0000	EFT	11/01/2025	S10556766	107729	107729	115190			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106010 43100	MVHFleet	PROSERVICE			-619.02					
						-619.02					
289	Macallister Machinery	0000	EFT	10/31/2025	S10556661	107730	107730	115191			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106010 43100	MVHFleet	PROSERVICE			619.02					
						619.02					
289	Macallister Machinery	0000	22501048 EFT	12/05/2025	R64684483802	107752	107752	115214			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 10109013 43100	GenPWParks	PROSERVICE			4,735.59					
						4,735.59					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	18,811.39				
2457 MacQueen Equipment LL	0000	22501032	EFT	11/20/2025	E00181-WLTS		107146	114570		
					LINE AMOUNT					
1 10105013 42200		GenLogist	OPERSUP			6,620.00				
						6,620.00				
2457 MacQueen Equipment LL	0000	22501046	EFT	11/21/2025	E00181-GALV		107198	114622		
					LINE AMOUNT					
1 10106010 44500		GenFleet	MACHEQPT			6,521.00				
						6,521.00				
2457 MacQueen Equipment LL	0000	22501036	EFT	11/20/2025	E00181-ROTO		107199	114623		
					LINE AMOUNT					
1 10106010 42200		GenFleet	OPERSUP			4,000.00				
						4,000.00				
2457 MacQueen Equipment LL	0000		EFT	11/30/2025	P06801		107217	114641		
					LINE AMOUNT					
1 10106010 42200		GenFleet	OPERSUP			1,297.63				
						1,297.63				
					CHECK TOTAL	18,438.63				
3448 Maddox Industrial LLC	0000	22500919	EFT	11/23/2025	159048		107161	114585		
					LINE AMOUNT					
1 60609014 43100		SewPWWaterPROSERVICE				11,500.00				
						11,500.00				
					CHECK TOTAL	11,500.00				
5391 Malcon Indiana Inc	0000	22401172	EFT	12/18/2025	BC2022FSMACR		107835	115305		
					LINE AMOUNT					
1 10105012 43100		GenEMS	PROSERVICE			5,125.00				
2 10105012 43100		GenEMS	PROSERVICE			9,125.00				
						14,250.00				
5391 Malcon Indiana Inc	0000	22501121	EFT	12/18/2025	BC2023FSMACR		107915	115390		
					LINE AMOUNT					
1 10105012 43100		GenEMS	PROSERVICE			14,250.00				
						14,250.00				
					CHECK TOTAL	28,500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
5844	Marion Fowler	0000									
	ACCOUNT DETAIL				LINE AMOUNT						
	1 27907051 42200	CCFAdmin	OPERSUP		74.66						
						74.66					
					CHECK TOTAL	74.66					
242	Marshall Best Securit	0000									
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20106191 42200	MVHICSRTS	OPERSUP		423.10						
						423.10					
					CHECK TOTAL	423.10					
253	Martin Marietta Mater	0000	22400347	EFT	11/26/2025	47661419	107094	114516			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 20206191 42200	LRSICSRTS	OPERSUP		1,941.60						
						1,941.60					
					CHECK TOTAL	1,941.60					
3743	Matthew Dunithan	0000	22501050	EFT	09/19/2025	251401	107285	114714			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 10106010 43100	GenFleet	PROSERVICE		4,305.40						
						4,305.40					
					CHECK TOTAL	4,305.40					
2236	McKesson Medical-Surg	0000									
	ACCOUNT DETAIL				LINE AMOUNT						
	1 21205058 42200	CHD	OPERSUP		195.18						
						195.18					
2236	McKesson Medical-Surg	0000									
	ACCOUNT DETAIL				LINE AMOUNT						
	1 21205058 42200	CHD	OPERSUP		7,987.13						
						7,987.13					
2236	McKesson Medical-Surg	0000									
	ACCOUNT DETAIL				LINE AMOUNT						
	1 21205058 42200	CHD	OPERSUP		1,882.73						
						1,882.73					
					CHECK TOTAL	10,065.04					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
232	McMaster-Carr Supply	0000		EFT	11/23/2025	54268088		106865	114279	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			806.17				
							806.17			
							806.17			
2743	Med-Bill Corporation	0000	22500571	EFT	11/30/2025	MB-10507		107151	114575	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		6,211.83				
	2 10105012 43100		GenEMS	PROSERVICE		6,078.21				
							12,290.04			
							12,290.04			
542	Melissa Kaye Brennema	0000	22500587	EFT	12/10/2025	1360		107975	115457	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,718.76				
	2 60606050 43100		SewIT	PROSERVICE		796.87				
	3 62606050 43100		SWIT	PROSERVICE		796.87				
							5,312.50			
							5,312.50			
266	Menard Inc	0000		EFT	11/20/2025	6899		106834	114247	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		151.66				
							151.66			
266	Menard Inc	0000		EFT	11/20/2025	6898		106835	114248	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		62.80				
							62.80			
266	Menard Inc	0000		EFT	11/20/2025	6897		106836	114249	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		151.60				
							151.60			
266	Menard Inc	0000		EFT	11/28/2025	7315		107020	114439	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		51.12				
							51.12			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	11/28/2025	7346		107277	114706		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		1,095.72					
							1,095.72				
266	Menard Inc	0000		EFT	12/05/2025	7677		107413	114847		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		141.34					
							141.34				
266	Menard Inc	0000		EFT	12/04/2025	7611		107582	115024		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		139.97					
							139.97				
266	Menard Inc	0000		EFT	12/04/2025	7622		107583	115025		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		249.62					
							249.62				
266	Menard Inc	0000		EFT	12/05/2025	7693		107584	115026		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		581.71					
							581.71				
266	Menard Inc	0000		EFT	12/03/2025	7560		107640	115100		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		19.90					
							19.90				
266	Menard Inc	0000		EFT	12/04/2025	7614		107650	115110		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		8.98					
							8.98				
266	Menard Inc	0000		EFT	12/04/2025	7615		107651	115111		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		19.90					
							19.90				
266	Menard Inc	0000		EFT	12/04/2025	7603		107652	115112		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMN	OPERSUP		74.40					
							74.40				

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Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	12/10/2025	7917		107805	115272		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			143.67				
							143.67				
266	Menard Inc	0000		EFT	12/13/2025	8091		107837	115307		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP			20.93				
							20.93				
266	Menard Inc	0000		EFT	12/12/2025	8071		107906	115381		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP				77.80				
							77.80				
266	Menard Inc	0000		EFT	10/10/2025	4807		108034	115517		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP				319.34				
							319.34				
266	Menard Inc	0000		EFT	10/15/2025	5046		108036	115519		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP				240.98				
							240.98				
266	Menard Inc	0000		EFT	10/19/2025	5277		108037	115520		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP			69.99				
							69.99				
266	Menard Inc	0000		EFT	10/19/2025	5278		108039	115522		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP			159.60				
							159.60				
266	Menard Inc	0000		EFT	10/24/2025	5535		108040	115523		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP				39.92				
							39.92				
266	Menard Inc	0000		EFT	11/07/2025	6291		108041	115524		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP			179.99				
							179.99				

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Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	11/07/2025	6280		108042	115525		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1.78					
							1.78				
266	Menard Inc	0000		EFT	11/07/2025	6282		108043	115526		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		91.80					
							91.80				
266	Menard Inc	0000		EFT	11/07/2025	6279		108044	115527		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		40.93					
							40.93				
266	Menard Inc	0000		EFT	11/07/2025	6273		108045	115528		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		169.40					
							169.40				
266	Menard Inc	0000		EFT	11/09/2025	6381		108046	115529		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		121.98					
							121.98				
266	Menard Inc	0000		EFT	11/09/2025	6404		108047	115530		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		149.98					
							149.98				
266	Menard Inc	0000		EFT	11/13/2025	6549		108048	115531		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		29.52					
							29.52				
266	Menard Inc	0000		EFT	11/15/2025	6667		108049	115532		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		31.38					
							31.38				
266	Menard Inc	0000		EFT	11/21/2025	6954		108050	115533		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		15.92					
							15.92				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	11/21/2025	6970		108051	115534		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		50.47					
							50.47				
266	Menard Inc	0000		EFT	11/22/2025	7016		108052	115535		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		365.17					
							365.17				
266	Menard Inc	0000		EFT	11/26/2025	7197		108053	115536		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		28.17					
							28.17				
266	Menard Inc	0000		EFT	11/28/2025	7255		108055	115538		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		56.92					
							56.92				
266	Menard Inc	0000		EFT	11/30/2025	7382		108056	115539		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		73.64					
							73.64				
266	Menard Inc	0000		EFT	11/30/2025	7421		108057	115540		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		45.30					
							45.30				
266	Menard Inc	0000		EFT	12/18/2025	8362		108104	115588		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		22.37					
							22.37				
266	Menard Inc	0000		EFT	12/17/2025	8359		108139	115623		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		12.97					
							12.97				
266	Menard Inc	0000		EFT	12/16/2025	8270		108140	115624		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		237.00					
							237.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
266 Menard Inc	0000		EFT	12/20/2025	8487		108167	115652			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105016 42200		GenExAff	OPERSUP			71.82					
						71.82					
						CHECK TOTAL	5,617.46				
5195 MES I Acquisition Inc	0000		EFT	11/26/2025	IN2367448		106903	114320			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108015 42200		GenPDSpprt	OPERSUP			189.99					
						189.99					
5195 MES I Acquisition Inc	0000		EFT	11/21/2025	IN2363891		106910	114327			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108012 42200		GenPatrol	OPERSUP			1,089.99					
						1,089.99					
5195 MES I Acquisition Inc	0000		EFT	11/16/2025	IN2360169		106911	114328			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108015 42200		GenPDSpprt	OPERSUP			289.10					
						289.10					
5195 MES I Acquisition Inc	0000		EFT	06/07/2025	IN2257636		106912	114329			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108012 42200		GenPatrol	OPERSUP			917.99					
						917.99					
5195 MES I Acquisition Inc	0000		EFT	09/28/2025	IN2329915		106919	114336			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108012 43100		GenPatrol	PROSERVICE			119.99					
						119.99					
5195 MES I Acquisition Inc	0000		EFT	11/29/2025	IN2370732		107488	114926			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108012 42200		GenPatrol	OPERSUP			1,089.99					
						1,089.99					
						CHECK TOTAL	3,697.05				
257 Midwest Garage Door S	0000		EFT	11/22/2025	40486		107008	114427			
ACCOUNT DETAIL						LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			363.00					
						363.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
257	Midwest Garage Door S	0000		EFT	11/01/2025	40236		107694	115155		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			877.00				
							877.00				
257	Midwest Garage Door S	0000		EFT	11/26/2025	40496		107875	115350		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			290.00				
							290.00				
						CHECK TOTAL	1,530.00				
4940	Midwest Pressure Wash	0000		EFT	12/19/2025	INV-006749		108134	115618		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE			800.00				
							800.00				
						CHECK TOTAL	800.00				
331	Milestone Contractors	0000		EFT	12/06/2025	191077		107659	115119		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRSTS	OPERSUP			365.70				
							365.70				
331	Milestone Contractors	0000		EFT	12/06/2025	191105		107660	115120		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRSTS	OPERSUP			211.83				
							211.83				
331	Milestone Contractors	0000		EFT	12/10/2025	191302		107670	115131		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRSTS	OPERSUP			209.76				
							209.76				
331	Milestone Contractors	0000	22501023	EFT	11/29/2025	190763		107840	115314		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRSTS	OPERSUP			422.28				
							422.28				
331	Milestone Contractors	0000	22501023	EFT	11/29/2025	190743		107841	115315		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRSTS	OPERSUP			223.56				
							223.56				
						CHECK TOTAL	1,433.13				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2252	Millers Towing and Tr	0000		EFT	12/04/2025	198538		107293	114723		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		199.00					
							199.00				
2252	Millers Towing and Tr	0000		EFT	11/01/2025	197593		107676	115137		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		109.00					
							109.00				
2252	Millers Towing and Tr	0000		EFT	11/02/2025	197621		107677	115138		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		70.00					
							70.00				
2252	Millers Towing and Tr	0000		EFT	10/31/2025	197559		107678	115139		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		76.00					
							76.00				
							CHECK TOTAL				
							454.00				
5610	Moderna US, Inc.	0000		EFT	01/09/2026	903217312		107852	115327		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		8,477.97					
							8,477.97				
							CHECK TOTAL				
							8,477.97				
7	Whitney Mucha	0000		INV	11/10/2025	11102025		107917	115392		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43200		GenHR	COMMTRANS		289.90					
							289.90				
							CHECK TOTAL				
							289.90				
845	Multi Service Technol	0000		EFT	11/27/2025	991ST1-2286764		107038	114458		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWater	OPERSUP		193.49					
							193.49				
845	Multi Service Technol	0000		EFT	11/11/2025	579ST1-2071877		107520	114960		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGM	OPERSUP		200.00					
							200.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
845	Multi Service Technol	0000		EFT	11/27/2025	991ST1-2286835		107521	114961		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		229.49					
							229.49				
845	Multi Service Technol	0000		EFT	11/27/2025	991ST1-2287123		107522	114962		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		248.98					
							248.98				
845	Multi Service Technol	0000		EFT	12/06/2025	991ST1-2415807		107524	114964		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		250.00					
							250.00				
845	Multi Service Technol	0000		EFT	12/06/2025	991ST1-2415783		107525	114965		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		250.00					
							250.00				
845	Multi Service Technol	0000		EFT	12/06/2025	991ST1-2419890		107526	114966		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		-66.49					
							-66.49				
845	Multi Service Technol	0000		EFT	12/10/2025	20251110029632		107530	114971		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		474.99					
							474.99				
845	Multi Service Technol	0000		EFT	12/06/2025	991ST1-2419961		107795	115262		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		66.49					
							66.49				
						CHECK TOTAL	1,846.95				
5857	Nathan William Carste	0000		INV	11/20/2025	N.Carstens_10.21.25		107329	114760		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43200		MVHPWStr	COMMTRANS		17.76					
							17.76				
						CHECK TOTAL	17.76				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
903	NCH Corporation	0000		EFT	11/06/2025	9370999		107034	114454		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRSTS	OPERSUP		707.46					
							707.46				
903	NCH Corporation	0000		EFT	11/10/2025	9377742		107282	114711		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		377.50					
							377.50				
						CHECK TOTAL	1,084.96				
2716	Nelson & Co LLC	0000		EFT	11/26/2025	SI177514		107003	114422		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42231		GenExAff	UNIFORMS		159.60					
							159.60				
2716	Nelson & Co LLC	0000		EFT	11/27/2025	SI177567		107005	114424		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42231		GenExAff	UNIFORMS		25.00					
							25.00				
2716	Nelson & Co LLC	0000		EFT	11/29/2025	SI177681		107193	114618		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42231		GenExAff	UNIFORMS		175.88					
							175.88				
2716	Nelson & Co LLC	0000		EFT	12/06/2025	SI177903		107471	114908		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		389.20					
							389.20				
2716	Nelson & Co LLC	0000		EFT	12/06/2025	SI177892		107475	114913		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		25.20					
							25.20				
2716	Nelson & Co LLC	0000		EFT	12/06/2025	SI177885		107478	114916		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		140.00					
							140.00				
2716	Nelson & Co LLC	0000		EFT	11/30/2025	SI177754		107480	114918		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		296.49					
							296.49				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	11/30/2025	SI177713		107486	114924		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		74.99					
							74.99				
2716	Nelson & Co LLC	0000		EFT	11/23/2025	SI177429		107489	114928		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		189.40					
							189.40				
2716	Nelson & Co LLC	0000		EFT	11/20/2025	SI177276		107490	114929		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		15.95					
							15.95				
2716	Nelson & Co LLC	0000		EFT	11/18/2025	SI177187		107492	114931		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		242.25					
							242.25				
2716	Nelson & Co LLC	0000		EFT	10/15/2025	SI176211		107493	114932		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		234.94					
							234.94				
2716	Nelson & Co LLC	0000	22501025	EFT	11/30/2025	SI177738		107703	115164		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		282.66					
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94					
							712.60				
2716	Nelson & Co LLC	0000	22501025	EFT	11/30/2025	SI177739		107704	115165		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		282.66					
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94					
							712.60				
2716	Nelson & Co LLC	0000	22501025	EFT	11/30/2025	SI177741		107705	115166		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		282.66					
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94					
							712.60				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2716	Nelson & Co LLC	0000	22501025	EFT	11/30/2025	SI177742		107706	115167	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.66				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	11/30/2025	SI177743		107707	115168	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.66				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	12/06/2025	SI177872		107708	115169	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.66				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	12/06/2025	SI177920		107709	115170	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.66				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	12/06/2025	SI177921		107710	115171	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.66				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	11/30/2025	SI177740		107711	115172	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		290.59				
	2 10105015 42231		GenSafeTr	UNIFORMS		442.01				
							732.60			
2716	Nelson & Co LLC	0000	22501025	EFT	12/10/2025	SI177992		107712	115173	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		284.64				
	2 10105015 42231		GenSafeTr	UNIFORMS		432.96				
							717.60			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2716	Nelson & Co LLC	0000	22501025	EFT	12/13/2025	SI178095		107920	115395	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.65				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.95				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	12/18/2025	SI178269		108115	115599	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.66				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.94				
							712.60			
2716	Nelson & Co LLC	0000	22501025	EFT	12/18/2025	SI178270		108116	115600	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		282.65				
	2 10105015 42231		GenSafeTr	UNIFORMS		429.95				
							712.60			
							CHECK TOTAL			11,257.70
327	Nelson Alarm Inc.	0000		INV	12/07/2025	251102788		108072	115555	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		115.00				
							115.00			
							CHECK TOTAL			115.00
5922	New Britton School Pa	0000		EFT	12/06/2025	1		107838	115309	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		500.00				
							500.00			
							CHECK TOTAL			500.00
2184	North American Rescue	0000		EFT	12/10/2025	IN939174		107696	115157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		267.94				
							267.94			
							CHECK TOTAL			267.94
1887	Occupational Health C	0000		EFT	12/13/2025	1016786325		107796	115263	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		120.00				

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Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1887	Occupational Health C	0000		EFT	11/20/2025	1016877660	120.00	107797	115264		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		240.00					
1887	Occupational Health C	0000		EFT	12/13/2025	1016833979	240.00	107798	115265		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		120.00					
						CHECK TOTAL	120.00				
							480.00				
335	Office Three Sixty In	0000		EFT	11/22/2025	3283230		106833	114246		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSR	OPERSUP		220.15					
335	Office Three Sixty In	0000	22401416	EFT	11/30/2025	3289575	220.15	107262	114688		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 42200		GenContr	OPERSUP		63.96					
	2 10101017 42200		GenFndCS	OPERSUP		32.00					
	3 10102010 42200		GenClerk	OPERSUP		32.00					
	4 21205058 42200		CHD	OPERSUP		32.00					
335	Office Three Sixty In	0000		EFT	11/28/2025	3287265B1	159.96	107949	115425		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		36.46					
335	Office Three Sixty In	0000		EFT	11/28/2025	3287265	36.46	107950	115426		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		197.24					
335	Office Three Sixty In	0000		EFT	12/03/2025	3290033	197.24	107951	115427		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		69.95					
						CHECK TOTAL	69.95				
							683.76				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2130	OfficeWorks Services	0000	22500638	EFT	11/29/2025	51836		107818	115285		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		3,244.45					
							3,244.45				
						CHECK TOTAL	3,244.45				
99995	HUMANA HEALTH PLANS	0000		INV	11/26/2025	FD2024-00006896:1		106996	114415		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43901		GenEMS	REFUNDS		245.99					
							245.99				
						CHECK TOTAL	245.99				
99995	JONATHAN P MCCASKILL	0000		INV	11/26/2025	FD2025-90002054:2		106998	114417		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV		125.68					
							125.68				
						CHECK TOTAL	125.68				
99995	MARK A HOWELL	0000		INV	11/26/2025	FD2024-00006896:1A		106997	114416		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS	OTHEREV		300.00					
							300.00				
						CHECK TOTAL	300.00				
99996	Ankur Patel	0000		INV	11/23/2025	Ankur_Patel_5		106851	114265		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		1,500.00					
							1,500.00				
						CHECK TOTAL	1,500.00				
99996	Kyle Miller	0000		INV	11/27/2025	Kyle_Miller		107012	114431		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		2,372.65					
							2,372.65				
						CHECK TOTAL	2,372.65				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
99996	Scott VanDyke	0000		INV	12/03/2025	Scott_VanDyke		107340	114771		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		1,320.00					
							1,320.00				
						CHECK TOTAL	1,320.00				
2470	OnPoint Hub & Spoke L	0000		EFT	11/30/2025	12/25 Rent		107603	115045		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		38,763.59					
							38,763.59				
						CHECK TOTAL	38,763.59				
3198	Outdoor Home Services	0000	22500414	EFT	11/05/2025	218242691		107092	114514		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		2,320.00					
							2,320.00				
3198	Outdoor Home Services	0000	22500270	EFT	10/29/2025	217855622		107100	114522		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		76.68					
							76.68				
3198	Outdoor Home Services	0000	22500270	EFT	10/29/2025	217852783		107104	114527		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		76.68					
							76.68				
3198	Outdoor Home Services	0000	22500270	EFT	10/29/2025	217853433		107106	114529		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		63.90					
							63.90				
3198	Outdoor Home Services	0000	22500143	EFT	11/13/2025	218568810		107721	115182		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		15,795.29					
							15,795.29				
3198	Outdoor Home Services	0000		EFT	11/13/2025	218568874		107723	115183		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		1,977.84					
							1,977.84				
						CHECK TOTAL	20,310.39				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5856 P4U Promo Inc	0000	22501088	EFT	12/04/2025	2025/11/04		107506	114946		
ACCOUNT DETAIL						LINE AMOUNT				
1 27907052 42200		CCFAquatic	OPERSUP			547.00				
						CHECK TOTAL	547.00			
2796 Paramedics Logistics	0000	22401239	EFT	12/20/2025	5290		108155	115639		
ACCOUNT DETAIL						LINE AMOUNT				
1 10105012 43200		GenEMS	COMMTRANS			18,000.00				
						CHECK TOTAL	18,000.00			
1272 Pediatric Emergency S	0000	22501134	EFT	12/13/2025	INV-12922		107981	115463		
ACCOUNT DETAIL						LINE AMOUNT				
1 10101012 43100		GenBSG	PROSERVICE			4,491.30				
						CHECK TOTAL	4,491.30			
5149 Pfizer Inc	0000		EFT	01/02/2026	9347323148		107499	114938		
ACCOUNT DETAIL						LINE AMOUNT				
1 21205058 42200		CHD	OPERSUP			432.18				
						CHECK TOTAL	432.18			
5149 Pfizer Inc	0000		EFT	01/10/2026	9347366259		107859	115334		
ACCOUNT DETAIL						LINE AMOUNT				
1 21205058 42200		CHD	OPERSUP			4,602.24				
						CHECK TOTAL	4,602.24			
5677 PidjCo LLC	0000		EFT	11/30/2025	027734		107982	115464		
ACCOUNT DETAIL						LINE AMOUNT				
1 10101012 43100		GenBSG	PROSERVICE			120.21				
						CHECK TOTAL	120.21			
366 Plumbers Supply Compa	0000		EFT	11/25/2025	91291579		107018	114437		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106192 42200		GFICBLDGMN	OPERSUP			1,793.00				
						CHECK TOTAL	1,793.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
366	Plumbers Supply Compa	0000		EFT	11/25/2025	91289689		107025	114444		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		52.65					
							52.65				
366	Plumbers Supply Compa	0000		EFT	11/25/2025	91289695		107027	114447		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		148.50					
							148.50				
366	Plumbers Supply Compa	0000		EFT	11/25/2025	91293645		107604	115046		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		205.20					
							205.20				
366	Plumbers Supply Compa	0000		EFT	11/25/2025	91293685		107605	115047		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		182.62					
							182.62				
366	Plumbers Supply Compa	0000		EFT	11/25/2025	91293689		107607	115049		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		91.31					
							91.31				
366	Plumbers Supply Compa	0000		EFT	10/31/2025	91292869		107810	115277		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		-1,238.68					
							-1,238.68				
366	Plumbers Supply Compa	0000		EFT	12/25/2025	91305083		107823	115293		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		6.82					
							6.82				
366	Plumbers Supply Compa	0000		EFT	12/25/2025	91306814		107898	115373		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		121.14					
							121.14				
							CHECK TOTAL				
							1,362.56				
4474	Pond Management Group	0000		EFT	09/14/2025	INV-25-39182		107019	114438		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		942.75					
							942.75				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4474	Pond Management Group	0000		EFT	12/15/2025	INV-25-54159		107887	115362		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		942.75					
							942.75				
						CHECK TOTAL	1,885.50				
4745	Porta Palace LLC	0000		EFT	08/20/2025	150		107804	115271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,100.00					
							1,100.00				
						CHECK TOTAL	1,100.00				
1009	Pro Air Midwest LLC	0000		EFT	07/05/2025	15824		107697	115158		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		300.00					
							300.00				
						CHECK TOTAL	1,140.00				
1009	Pro Air Midwest LLC	0000		EFT	09/18/2025	16103		107698	115159		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		840.00					
							840.00				
						CHECK TOTAL	1,140.00				
4207	Propio LS LLC	0000		EFT	11/30/2025	0193801025		107536	114977		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102100 43100		GenCourt	PROSERVICE		31.51					
							31.51				
4207	Propio LS LLC	0000	22401042	EFT	11/30/2025	0193841025		107983	115465		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		192.97					
							192.97				
4207	Propio LS LLC	0000	22401042	EFT	11/30/2025	0197551025		107984	115466		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		144.21					
							144.21				
4207	Propio LS LLC	0000	22401042	EFT	11/30/2025	0193791025		107985	115467		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		135.93					
							135.93				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	504.62				
3328	Proveli LLC	0000	22501040	EFT	11/23/2025	152079	107124	114547		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP		2,402.82					
					CHECK TOTAL	2,402.82				
375	PTR, Inc.	0000		EFT	10/12/2025	211365	108054	115537		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 27907059 43100		CCFCitrHit PROSERVICE		5,064.71					
					CHECK TOTAL	5,064.71				
374	PVS Nolwood Chemicals	0000	22501056	EFT	11/27/2025	23949265	107167	114591		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP		9,827.97					
						9,827.97				
374	PVS Nolwood Chemicals	0000	22401426	EFT	12/08/2025	23950267	107713	115174		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP		5,661.70					
	2 60609014 42200		SewPWWaterOPERSUP		4,301.30					
						9,963.00				
374	PVS Nolwood Chemicals	0000	22501056	EFT	12/19/2025	23951378	108146	115630		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP		9,949.50					
					CHECK TOTAL	29,740.47				
4953	Rachael Coverdale	0000	22500518	EFT	12/02/2025	3901	108073	115556		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 27907051 43100		CCFAdmin PROSERVICE		7,100.00					
					CHECK TOTAL	7,100.00				
433	RCS Contractor Suppli	0000		EFT	12/10/2025	9699	107662	115122		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP		450.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
433	RCS Contractor Suppli	0000	EFT	12/13/2025	9892	450.00	107896	115371		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			568.83				
					CHECK TOTAL	568.83				
						1,018.83				
4321	RecordsPro Net LLC	0000	EFT	11/27/2025	104595		107088	114510		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 21105058 43100		MNCPLHDFNBROSERVICE			130.00				
					CHECK TOTAL	130.00				
						130.00				
1364	Regions Bank	0000	EFT	12/17/2025	127012		107598	115040		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 33190000 43100		97AviILsPt PROSERVICE			2,500.00				
						2,500.00				
					CHECK TOTAL					
						130.00				
1364	Regions Bank	0000	EFT	01/01/2026	127753		107867	115342		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 33161010 43100		BI/GOPAdmn PROSERVICE			550.00				
						550.00				
					CHECK TOTAL	550.00				
						3,600.00				
1364	Regions Bank	0000	EFT	01/01/2026	127754		107869	115345		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60700000 43100		SewB&I PROSERVICE			550.00				
						550.00				
					CHECK TOTAL	550.00				
						3,600.00				
825	Rick L Alexander	0000	EFT	11/28/2025	25-020		108027	115510		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101011 43100		GenMayorOf PROSERVICE			1,800.00				
						1,800.00				
					CHECK TOTAL	1,800.00				
						1,800.00				
3971	Sean Erickson	0000	EFT	12/13/2025	1		107873	115348		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10107010 43100		GenParks PROSERVICE			450.00				
						450.00				
						450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
3971 Sean Erickson	0000		EFT	12/13/2025	2		107876	115351			
ACCOUNT DETAIL						LINE AMOUNT					
1 10107010 43100		GenParks	PROSERVICE			600.00					
						CHECK TOTAL	600.00				
							1,050.00				
4397 Service Sanitation In	0000		EFT	12/06/2025	9231344		107839	115313			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			240.00					
						CHECK TOTAL	240.00				
							240.00				
466 Sharp Printing Servic	0000		EFT	12/06/2025	111107		107533	114974			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108015 42200		GenPDSpprt	OPERSUP			15.00					
							15.00				
466 Sharp Printing Servic	0000		EFT	12/10/2025	111096		107737	115198			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907051 43300		CCFAdmin	PRINTADVER			660.00					
							660.00				
466 Sharp Printing Servic	0000		EFT	12/10/2025	111059		107738	115199			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907059 43300		CCFCtrHlt	PRINTADVER			85.00					
							85.00				
466 Sharp Printing Servic	0000		EFT	12/11/2025	111113		107739	115200			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907051 43300		CCFAdmin	PRINTADVER			55.00					
							55.00				
466 Sharp Printing Servic	0000		EFT	10/08/2025	110122		107883	115358			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101016 43300		GenPR	PRINTADVER			60.00					
							60.00				
466 Sharp Printing Servic	0000		EFT	09/14/2025	109334		107884	115359			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101016 43300		GenPR	PRINTADVER			910.00					
							910.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
466	Sharp Printing Servic	0000		EFT	10/16/2025	110277		107885	115360		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		45.00					
							45.00				
466	Sharp Printing Servic	0000		EFT	10/23/2025	110346		107886	115361		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		295.00					
							295.00				
466	Sharp Printing Servic	0000		EFT	12/10/2025	111116		107888	115363		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		327.50					
							327.50				
466	Sharp Printing Servic	0000		EFT	12/13/2025	111141		108021	115504		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43300		MNCPLHDFNBRINTADVER			510.00					
							510.00				
							CHECK TOTAL				
							2,962.50				
1523	Ann Smith	0000		INV	12/19/2025	108131		108131	115615		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43200		GenFireAdm	COMMTTRANS		287.96					
							287.96				
							CHECK TOTAL				
							287.96				
734	Smock Fansler Corpora	0000		EFT	11/28/2025	5214		107930	115406		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,650.00					
							1,650.00				
							CHECK TOTAL				
							1,650.00				
2372	Smyrna Ready Mix Conc	0000	22500503	EFT	11/30/2025	1020760649		107648	115108		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS	OPERSUP		1,202.00					
							1,202.00				
							CHECK TOTAL				
							1,202.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2114	St Vincent Health, We	0000		EFT	11/29/2025	20-43726		107343	114774		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		599.02					
							599.02				
2114	St Vincent Health, We	0000	22501120	EFT	11/29/2025	20-43724		107916	115391		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		16,112.97					
							16,112.97				
2114	St Vincent Health, We	0000	22501142	EFT	11/29/2025	20-43727		108128	115612		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		37,140.22					
							37,140.22				
											CHECK TOTAL
							53,852.21				
3879	Stantec Consulting Se	0000	22401212	EFT	11/21/2025	2471670		107130	114554		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		1,518.80					
							1,518.80				
3879	Stantec Consulting Se	0000	22501059	EFT	08/13/2025	2423455		107195	114619		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		5,300.00					
							5,300.00				
3879	Stantec Consulting Se	0000	22201215	EFT	12/07/2025	2479841		107720	115181		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		5,066.29					
							5,066.29				
											CHECK TOTAL
							11,885.09				
1809	State of Indiana	0000		INV	12/03/2025	R112624K AnnualMaint		107872	115347		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		1,800.00					
							1,800.00				
											CHECK TOTAL
							1,800.00				
460	Stericycle, Inc.	0000		EFT	11/15/2025	8012453787		107312	114741		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		97.92					
							97.92				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2873	Stevenson Legal Group	0000	EFT	11/05/2025	18277		108024	115507		
	ACCOUNT DETAIL				CHECK TOTAL	97.92				
	1 10101011 43100	GenMayorOf	PROSERVICE		LINE AMOUNT					
						275.00				
					CHECK TOTAL	275.00				
504	Straeffler Pump & Supp	0000	EFT	11/20/2025	45869		107119	114543		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 44500	SewPWWaterMACHEQPT				7,448.00				
					CHECK TOTAL	7,448.00				
507	Sunbelt Rentals Inc	0000	EFT	11/14/2025	175351053-0001		106898	114316		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			1,187.50				
					CHECK TOTAL	1,187.50				
3047	Sweetwater Sound Hold	0000	EFT	11/26/2025	47448708		107135	114559		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 27907051 43910	CCFAdmin	ITCONTRACT			3,883.96				
					CHECK TOTAL	3,883.96				
3019	Taylorred Systems LLC	0000	EFT	12/15/2025	113562		107974	115456		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106050 42200	GenIT	OPERSUP			2,704.84				
	2 10106050 43100	GenIT	PROSERVICE			2,692.61				
					CHECK TOTAL	5,397.45				
5836	The Arms Trucking Co	0000	EFT	11/29/2025	PSINV397540		107503	114943		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 44920	GenContr	CAPEXP			33,128.57				
					CHECK TOTAL	33,128.57				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2103	The Henry P Thompson	0000	22301266	EFT	11/21/2025	54529B43560	107126	114550		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			4,392.54				
						CHECK TOTAL	4,392.54			
							4,392.54			
870	The Home City Ice Com	0000		EFT	11/10/2025	BOX0038418	107644	115104		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet PROSERVICE			350.00				
						CHECK TOTAL	350.00			
							350.00			
282	The Mailing Station,	0000		EFT	11/27/2025	180827	107090	114512		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43202		CHD POSTAGE			17.14				
						CHECK TOTAL	17.14			
							17.14			
282	The Mailing Station,	0000		EFT	10/23/2025	180337	107280	114709		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr PROSERVICE			47.80				
						CHECK TOTAL	47.80			
							47.80			
282	The Mailing Station,	0000		EFT	12/12/2025	181068	107754	115217		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr PROSERVICE			16.50				
						CHECK TOTAL	16.50			
							16.50			
3174	The Pitney Bowes Bank	0000		EFT	12/09/2025	8000909011001281A	107923	115398		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43202		GenMayorOf POSTAGE			4,865.28				
						CHECK TOTAL	4,865.28			
							4,865.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
572	The Sherwin-Williams	0000		EFT	11/20/2025	1093-5		106981	114399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRSTS	OPERSUP		223.05	223.05				
572	The Sherwin-Williams	0000		EFT	10/20/2025	9622-3		107658	115118		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		38.45	38.45				
						CHECK TOTAL	261.50				
1692	TK Elevator Corporati	0000		EFT	11/30/2025	3008975078		107208	114632		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		701.91	701.91				
						CHECK TOTAL	701.91				
553	Trane US Inc.	0000	22501011	EFT	11/30/2025	990302882		107612	115054		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		3,396.67	3,396.67				
						CHECK TOTAL	3,396.67				
122	UKG Kronos Systems LL	0000		EFT	11/30/2025	110010036921		107175	114601		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		583.14	583.14				
						CHECK TOTAL	583.14				
2039	Ultimate Technologies	0000	22401199	EFT	12/18/2025	ARI002328		108123	115607		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		1,525.00					
	2 10106050 43100		GenIT	PROSERVICE		498.61	2,023.61				
2039	Ultimate Technologies	0000	22501109	EFT	12/18/2025	ARI002327		108124	115608		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		4,500.00	4,500.00				
						CHECK TOTAL	6,523.61				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4214 United Rentals (North)	0000		EFT	12/07/2025	221237525-035		108079	115562		
ACCOUNT DETAIL						LINE AMOUNT				
1 10109013 43100		GenPWParks	PROSERVICE			195.00				
						CHECK TOTAL	195.00			
614 Van Ausdall & Farrar	0000	22500840	EFT	12/03/2025	674165		107976	115458		
ACCOUNT DETAIL						LINE AMOUNT				
1 27907051 43910		CCFAdmin	ITCONTRACT			323.50				
2 21105058 43100		MNCPLHDFNB	PROSERVICE			37.49				
3 60606050 43100		SewIT	PROSERVICE			58.40				
4 10106050 43100		GenIT	PROSERVICE			2,111.44				
						CHECK TOTAL	2,530.83			
3510 Veridus Group Inc	0000	22300170	EFT	12/07/2025	204823		108008	115490		
ACCOUNT DETAIL						LINE AMOUNT				
1 10103012 43100		GenPZ	PROSERVICE			41.25				
						CHECK TOTAL	41.25			
2789 Verizon Communication	0000		EFT	11/15/2025	6126806275		107068	114490		
ACCOUNT DETAIL						LINE AMOUNT				
1 27907051 43910		CCFAdmin	ITCONTRACT			359.37				
							359.37			
2789 Verizon Communication	0000	22500885	EFT	11/15/2025	6126808759		107069	114491		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106050 43100		GenIT	PROSERVICE			655.43				
							655.43			
2789 Verizon Communication	0000	22500885	EFT	11/15/2025	6126840697		107070	114492		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106050 43100		GenIT	PROSERVICE			531.63				
							531.63			
2789 Verizon Communication	0000	22500885	EFT	11/15/2025	6126828750		107071	114493		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106050 43100		GenIT	PROSERVICE			1,306.90				
							1,306.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2789	Verizon Communication	0000	22500885	EFT	11/15/2025	6126794348		107072	114494		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		188.21	188.21				
2789	Verizon Communication	0000		EFT	11/15/2025	6126785814		107073	114495		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43100		MNCPLHDFNBROSERVICE			837.91	837.91				
2789	Verizon Communication	0000	22500885	EFT	11/15/2025	6126747757		107074	114496		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		979.03	979.03				
2789	Verizon Communication	0000	22500885	EFT	11/15/2025	6126735747		107075	114497		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		5,016.99	5,016.99				
2789	Verizon Communication	0000	22500860	EFT	11/15/2025	6126794311		107076	114498		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606050 43100		SewIT	PROSERVICE		2,200.75	2,200.75				
2789	Verizon Communication	0000	22500885	EFT	11/15/2025	6126779138		107077	114499		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		541.22	541.22				
2789	Verizon Communication	0000	22500859	EFT	11/15/2025	6126793033		107078	114500		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606050 43100		SWIT	PROSERVICE		2,084.59	2,084.59				
2789	Verizon Communication	0000	22500885	EFT	11/15/2025	6126746570		107079	114501		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		946.71	946.71				
						CHECK TOTAL	15,648.74				
2813	Visionary Cove LLC	0000		EFT	11/30/2025	12/25 Rent		107602	115044		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		61,450.00	61,450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	61,450.00			
398	Warrens Turf	0000	EFT	11/30/2025	246768		107596	115037		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOBERSUP			266.00				
							266.00			
398	Warrens Turf	0000	EFT	11/29/2025	246764		107601	115043		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOBERSUP			134.85				
							134.85			
398	Warrens Turf	0000	EFT	12/04/2025	246995		107654	115114		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOBERSUP			134.85				
							134.85			
398	Warrens Turf	0000	EFT	11/26/2025	246504		107750	115213		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOBERSUP			-20.00				
							-20.00			
398	Warrens Turf	0000	EFT	12/11/2025	247339		108063	115546		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOBERSUP			145.70				
							145.70			
						CHECK TOTAL	661.40			
5929	Weather Works Consult	0000	EFT	11/26/2025	WC-16649		108009	115491		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10101012 43100	GenBSG	PROSERVICE			350.00				
							350.00			
5929	Weather Works Consult	0000	EFT	03/01/2026	WC-16650		108120	115604		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10101012 43100	GenBSG	PROSERVICE			4,225.00				
							4,225.00			
						CHECK TOTAL	4,575.00			
2380	Whites Ace Hardware F	0000	EFT	12/11/2025	37690266		107744	115206		
					ACCOUNT DETAIL	LINE AMOUNT				
1	10106192 42200		GFICBLDGMNTOBERSUP			23.99				
							23.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2380	Whites Ace Hardware F	0000		EFT	12/18/2025	37692046		108145	115629		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		31.84					
							31.84				
						CHECK TOTAL	55.83				
2737	Wild Ridge Lawn & Lan	0000	22500095	EFT	11/30/2025	36756		107184	114609		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 43100		LRSPWSTR	PROSERVICE		21,404.27					
							21,404.27				
2737	Wild Ridge Lawn & Lan	0000	22500880	EFT	11/30/2025	36735		107452	114887		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		2,900.64					
							2,900.64				
2737	Wild Ridge Lawn & Lan	0000		EFT	10/30/2025	36495		107507	114947		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,186.00					
							3,186.00				
2737	Wild Ridge Lawn & Lan	0000	22501057	EFT	12/01/2025	6467		108105	115589		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 43100		LRSPWSTR	PROSERVICE		28,386.01					
							28,386.01				
2737	Wild Ridge Lawn & Lan	0000		EFT	11/30/2025	36810		108122	115606		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,182.50					
							3,182.50				
						CHECK TOTAL	59,059.42				
1309	WW Grainger Inc	0000		EFT	11/20/2025	9683240973		106741	114149		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		443.96					
							443.96				
1309	WW Grainger Inc	0000		EFT	11/21/2025	9684561567		106837	114250		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	PERSUP		371.08					
							371.08				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	11/28/2025	9691925391		106980	114398		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			821.87					
							821.87				
1309	WW Grainger Inc	0000		EFT	11/28/2025	9691925409		106982	114400		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			88.97					
							88.97				
1309	WW Grainger Inc	0000		EFT	11/29/2025	9693903438		107017	114436		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNØPERSUP			14.89					
							14.89				
1309	WW Grainger Inc	0000		EFT	11/28/2025	9691925417		107023	114442		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			206.17					
							206.17				
1309	WW Grainger Inc	0000		EFT	11/26/2025	9688826933		107035	114455		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			103.51					
							103.51				
1309	WW Grainger Inc	0000		EFT	10/28/2025	9690045951		107037	114457		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNØPERSUP			-139.35					
							-139.35				
1309	WW Grainger Inc	0000		EFT	12/03/2025	9697058874		107639	115099		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			642.67					
							642.67				
1309	WW Grainger Inc	0000		EFT	12/06/2025	9702256885		107661	115121		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			274.94					
							274.94				
1309	WW Grainger Inc	0000		EFT	12/07/2025	9704047290		107663	115123		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			1,284.32					
							1,284.32				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309 WW Grainger Inc	0000		EFT	12/07/2025	9704047340		107664	115124		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106010 42200		GenFleet	OPERSUP			1,354.64				
						1,354.64				
1309 WW Grainger Inc	0000		EFT	12/07/2025	9704047316		107665	115125		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106193 42200		GFICPKSMNTO	OPERSUP			118.02				
						118.02				
1309 WW Grainger Inc	0000		EFT	12/07/2025	9704047324		107666	115126		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106192 42200		GFICBLDGMN	OPERSUP			405.86				
						405.86				
1309 WW Grainger Inc	0000		EFT	12/07/2025	9704047308		107667	115127		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106192 42200		GFICBLDGMN	OPERSUP			385.81				
						385.81				
1309 WW Grainger Inc	0000		EFT	12/12/2025	9708797684		107741	115203		
ACCOUNT DETAIL					LINE AMOUNT					
1 20106191 42200		MVHICSRTS	OPERSUP			274.94				
						274.94				
1309 WW Grainger Inc	0000		EFT	12/12/2025	9709089156		107742	115204		
ACCOUNT DETAIL					LINE AMOUNT					
1 20106191 42200		MVHICSRTS	OPERSUP			113.92				
						113.92				
1309 WW Grainger Inc	0000		EFT	12/12/2025	9708797676		107748	115211		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106192 42200		GFICBLDGMN	OPERSUP			271.85				
						271.85				
1309 WW Grainger Inc	0000		EFT	12/12/2025	9709089172		107749	115212		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106193 42200		GFICPKSMNTO	OPERSUP			147.78				
						147.78				
1309 WW Grainger Inc	0000		EFT	12/12/2025	9709089164		107751	115215		
ACCOUNT DETAIL					LINE AMOUNT					
1 60609014 42200		SewPWWater	OPERSUP			737.20				
						737.20				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112525 11/21/2025
 DUE DATE: 11/21/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	12/14/2025	9711898461		107904	115377		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		144.00					
							144.00				
1309	WW Grainger Inc	0000		EFT	12/17/2025	9714447910		108060	115543		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		23.96					
							23.96				
1309	WW Grainger Inc	0000		EFT	12/17/2025	9714447902		108061	115544		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	PERSUP		231.98					
							231.98				
1309	WW Grainger Inc	0000		EFT	12/18/2025	9715768546		108143	115627		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		512.51					
							512.51				
1309	WW Grainger Inc	0000		EFT	12/18/2025	9715768561		108144	115628		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		51.88					
							51.88				
											CHECK TOTAL
							8,887.38				
2036	Zayo Group Holdings I	0000	22500591	EFT	11/30/2025	2025110045361		107977	115459		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100	GenIT		PROSERVICE		3,553.48					
	2 60606050 43100	SewIT		PROSERVICE		710.70					
	3 62606050 43100	SWIT		PROSERVICE		473.79					
							4,737.97				
											CHECK TOTAL
							4,737.97				
727	INVOICES					WARRANT TOTAL	1,785,748.66				
						CASH ACCOUNT BALANCE	18,903,791.40				



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

MEETING DATE	11/12/25	RESOLUTION NO.	R112525
TITLE OF AGENDA ITEM	Request to Approve Quote for Purchase of Equipment		
PRESENTER/DEPARTMENT	Ed Gebhart, Chief of Police		
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 	<p>Fishers Police Department is seeking to purchase 150 Firearms and supplies through Kiesler Police Supply. Price is \$119,250 which includes a trade-in saving of \$29,000.</p>		
EXPENDITURE \$	\$119,250		
BUDGETED \$			
PUBLIC HEARING REQUIRED	<input type="checkbox"/> Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	<input type="checkbox"/> Yes		
<p>CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)</p>	<p><input type="checkbox"/> Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000</p> <p><input type="checkbox"/> Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)</p>		
<p style="text-align: center;">HAMILTON COUNTY RECORDER</p>	<p><input type="checkbox"/> Document must be recorded with the County Recorder's Office by the BPW&S Clerk.</p> <p><input type="checkbox"/> Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.</p>	<p><input type="checkbox"/> Document will be recorded by another party. Name of person or entity recording the document:</p> <p style="text-align: center;">_____</p>	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		

RESOLUTION NO. R112525

**A RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD
OF PUBLIC WORKS & SAFETY APPROVING QUOTE FOR PURCHASE OF
EQUIPMENT**

WHEREAS, the City of Fishers (“City”), by and through its Police Department (“FPD”) desires to purchase one hundred and fifty (150) firearms (“Purchase”) for the FPD officers;

WHEREAS, the City requested quotes for the Project in accordance with Ind. Code §5-22-8-1 *et seq.*, the City received four (4) responses, as shown in the attached Exhibit A, incorporated herein; and

WHEREAS, the City desires to award the quote to Kisler Police Supply in an amount not to exceed One Hundred Nineteen Thousand, Two Hundred Fifty Dollars and 00/100 (\$108,915), which includes a \$41,957 trade in allowance, as shown in Exhibit A.

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

Section 1. The Board of Public Works & Safety (“Board”) hereby approves the Purchase and awards the quote to Kiesler Police Supply in a total amount not to exceed \$108,915.

Section 2. 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 November 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



Firearms Selection Committee 2025 – Fishers Police Department

In 2025, the Fishers Police Department initiated a comprehensive evaluation process to identify a potential replacement for its currently issued sidearm, the Sig Sauer P320.

This evaluation follows previous testing that led to the selection of the P320, during which platforms from Glock, Smith & Wesson, and Heckler & Koch were considered. For the 2025 testing cycle, two of these manufacturers—Glock and Smith & Wesson—were re-evaluated based on their prior performance. Additionally, a third platform from Springfield Armory was included in the assessment.

The following summary outlines the findings of the department's selection committee. All test firearms were configured to closely match the potential issued setup as determined by FPD. This included specific configurations for the firearm itself, optics, holsters, magazines, and weapon-mounted lights.



Springfield Armory Echelon 9mm, w/ 17 round magazine



The Springfield Echelon's overall impression was positive and was liked by many officers. The handling and adaptability via interchangeable grip modules meant that the weapon would fit a variety of hand sizes, similar to the Sig Sauer P320. Ambidextrous controls on both sides were placed in proper locations and accessible. Optic mounting options would fit almost every PMO on the market. Fit and finish were excellent.

The gun has only been in production for 2 years. The committee could only find (3) departments which have adopted the platform. (only one returned calls) That agency stated poor customer service skills on behalf of Springfield, the guns were delivered with no instruction manuals, and a brief PowerPoint was given on the breakdown and assembly of the guns. No armorers' courses were located / offered.

Additional points were noted:

- Gun felt "snappy" for a 9mm. Some live fire testers noticed more recoil than other firearms tested.
- Light mounting point on frame – frame can twist and / or bend when manipulated. Pinching the frame can also stop the slide from completing its cycle. Overtightening flashlights could create issues.
- While FPD did not find any magazine related issues, many online sources indicate the magazine baseplates are a weak point and can come off with regular movement / actions.
- Central Operating Group (COG) The fire control unit of the weapon is very similar to that of the Sig P320. While I could find no instances of the weapon firing without trigger manipulation, the early generation of the platform and lack of adoption by law enforcement give pause. The weapon and fire controls simply are too similar to that of the Sig P320.
- Optics and holsters (Safariland) are readily available



The Springfield Armory Echelon is a fine weapon; however, it was ultimately rejected from the selection process.



Glock Model 45, 9mm w/ 17 round magazine



Glock 45 MOS
Holosun 509T



Glock 45
Aimpoint COA

FPD tested two (2) Gen 5 Glock 45, 9mm semiautomatic pistols. Both pistols were identical minus the pistol optics. Aimpoint COA and Holosun MOS with a Holosun 509T. Both pistols have 4.02” barrels and polymer frame lowers.

PRO	CON
<ul style="list-style-type: none"> • Bundle gun / optics packages • Simplicity / long term history in LE • Support via Glock & Keislers • Lightweight polymer / metal const. • Parts / aftermarket availability • Surefire x300 A&B compatible • Trigger pull – consistent / predictable • Full size frame (G17) Shorter slide, faster indexing / handling • Adjustable backstraps (grip size) • Service life estimated +/- 10 years * • Armorers classes (many Free) • All HC agencies use 	<ul style="list-style-type: none"> • Frame Flex (FPD history .40 cal) • Grip Angle 22 deg • Mag release can be stiff • 120 day delivery time (COA) • Pull trigger to disassemble • Takedown can be difficult • Iron sights are fixed, non adjustable (COA) No NS option for rear • COA Model tested are optic specific and do not accept other optics due to the A-cut • Solid rear sight / tritium NS front

The models tested produced consistent shot groups from various distances. Accuracy and overall handling out of the box are excellent. No mechanical malfunctions were observed over several thousand rounds fired.

Fired both duty and training ammunition without issue.

Factory magazines in both standard and extended 17 rounds / 22 rounds



Holsters for both on and off duty are readily available. Safariland 6390 RDS is the recommended standard issue duty holster. Additional Level 3 options for individual officer purchase are available.



Glock 45 – Pistol Mounted Optics

Optic Evaluation: Aimpoint COA vs. Holosun 509T

Both the Aimpoint COA and Holosun 509T are direct-mount optics and performed reliably during evaluation, with no reported issues.

- Aimpoint COA:**
 Offers a clear sight picture and a crisp red dot. However, it does not support factory-installed night sights or suppressor-height sights. This limitation can be addressed with aftermarket options (approximate cost: \$75), making it suitable for officers opting out of the PMO program. The COA is available exclusively through Aimpoint and is limited to red dot only.
- Holosun 509T:**
 Positioned at a higher price point than the COA, the 509T offers both red and green dot options along with multi-reticle capability. It is widely available through local retailers and firearms dealers.

Traditional sights options (Glock 509T or MOS Optic) 3 Dot night sight

		<p>Ameriglo sights</p> <p>Taller to allow for co-witness of optics</p> <p>LE pricing will be less</p> <p>Many options available</p>
<p>Optic Compatible Sight Set for Glock® Models (excluding 42, 43, 48) GL-331</p> <p>XL Tall set Green Tritium Orange Outline .315 FRONT, Green Tritium White Outline .392 REAR</p> <p>\$113.00 - ADD TO CART</p>	<p>Optic Compatible Sight Set for Glock® Models (excluding 42, 43, 48) GL-329</p> <p>XL Tall set Green Tritium 3 dot sight set white outlines .315 F .394"R</p> <p>\$102.00 - ADD TO CART</p>	



** aftermarket option for Glock 45 w/ COA optic

Glock Platform Evaluation

- **Glock 45 MOS:**

This platform supports factory-equipped 3-dot night sights and is compatible with a wide range of pistol-mounted optics (PMOs).

- **Noblesville PD Transition:**

Noblesville PD is currently adopting the Aimpoint COA optic with standard-height sights. According to their lead firearms instructor (post-Glock Master Armorer Course), the department selected the COA for its low profile, which allows officers to maintain a natural sight picture using standard sights.

- **Key Points from Instructor Feedback:**

- Transitioning from iron sights is smoother with standard-height sights.
- Non-illuminated sights were preferred, as glowing night sights were seen as distracting when used with PMOs.
- Weapon-mounted lights combined with standard sights provided sufficient contrast for target identification (PID).
- The department does not anticipate scenarios where officers will fire in total darkness without the ability to obtain PID.
- Officers may retain their current iron-sight pistols, but there is significant internal pressure to transition to PMOs.
- Officers are given the option of a Glock 47 or Glock 19.

- **Westfield PD Transition:**

Westfield PD is also transitioning to the Glock platform, offering officers a choice between the Glock 45 and Glock 47. Their issued PMO is the **Aimpoint ACRO P2**.



- The department is pursuing full (100%) participation in the PMO program and does **not** offer an alternate iron sight system for officers opting out.
 - **Note:** The ACRO P2 is larger and more costly than the COA. Although FPD has used the ACRO in SWAT applications, its size and cost excluded it from consideration during their standard duty pistol selection process.
-

Procurement and Vendor Coordination

- A quote has been requested from Glock for the **G45 MOS**, which will be equipped with factory night sights and will support various PMOs including the **Holosun EPS** and **509T**.
 - **Keisler's** is offering a compensator package for SWAT-model Glocks, though this will involve additional costs (see attached quote for details).
-

Glock Platform Adoption (Agency Overview)

- **Local & Federal Agencies Currently Using Glock:**
 - Indianapolis Metropolitan Police Department (IMPD)
 - FBI
 - DEA
 - ATF
 - All agencies in Hamilton County, IN
 - Carmel PD, Noblesville PD, Westfield PD, Hamilton Co. SO.
 - New York City Police Department (NYPD)
 - Los Angeles Police Department (LAPD)



Smith and Wesson M&P 2.0 9mm w/ 17 round magazine



Smith and Wesson M&P 2.0
Patrol Service Gun



Smith and Wesson M&P 2.0
Performance Center

Fishers PD evaluated two (2) Smith & Wesson M&P 2.0 9mm semiautomatic pistols:

- A **standard M&P 2.0** optics-ready model configured with the **Holosun 509T** (designated for Patrol use), and
- A **Performance Center compensated model** (designated for SWAT use).

Both pistols feature 4.25" barrels and metal frames.

Performance Summary:

- Both models delivered consistent and accurate shot groupings at varying distances.
- Out-of-the-box accuracy and handling were rated excellent.
- The metal frames, though slightly heavier than polymer alternatives, contributed to reduced felt recoil, improving target reacquisition and overall control.
- No mechanical malfunctions were observed throughout several thousand rounds fired, including both duty and training ammunition.

Logistical Considerations:

- Holsters, optics, magazines, and replacement parts for the M&P 2.0 series are readily available through multiple vendors.
- While Glock remains the predominant choice among law enforcement agencies, Smith & Wesson has successfully secured contracts with several major departments in the Midwest and continues to receive positive feedback from agencies and individual officers.



Agencies currently utilizing the Smith & Wesson M&P 2.0 platform include:

- South Bend PD (IN)
- Cincinnati PD (OH)
- Milwaukee PD (WI)
- Toledo PD (OH)

PRO	CON
<ul style="list-style-type: none"> • Metal Frame – durability & recoil mitigation • Standard 3 dot night sights / Suppressor height • Built in compensator (SWAT) • Rough texture grips, easily change grip size (palm swells) • Smooth trigger pull, feels lighter • Slide serrations and grip details • Metal recoil spring guide • Service life estimated +/- 10 years * • Armorers classes available • 90 day delivery time 	<ul style="list-style-type: none"> • Aggressive texture on frame / palm swells • Slide stop location (close to thumbs) • Trigger reset (patrol model) weak could not hear / feel while firing • Heavy overall (9oz more than G45) • Takedown tool – easily lost / forgotten • Trigger can be pulled to disassemble • Some guns require additional plates to mount optics (SWAT) • Continued issues with vendor, poor communications and service.

Smith & Wesson M&P 2.0 – Pistol Mounted Optics

Both firearms tested from Smith & Wesson were equipped with optics from Holosun. Smith & Wesson M&P platforms are capable of mounting other PMO sights from additional manufacturers.

M&P 2.0 – Tested with Holosun 509T – Direct mount onto weapon, no plate adapter needed.

M&P 2.0 Performance Center – Holosun EPS / MRS – requires mounting plate from 3rd party company at additional cost. (similar to many current Sig 320s at FPD)

Both Holosun optics are available with red or green sights, have multi-reticle capability, and have a solar panels for extended battery life.



Pistol Service Life and Maintenance Considerations

Both manufacturers recommend **annual inspections** of service pistols to ensure continued reliability and safety. Due to normal wear from use, certain components—such as **recoil springs, guide rods, firing pins, and extractor assemblies**—may require more frequent replacement depending on round count and usage conditions.

With proper care and routine maintenance, **major components** such as the **frame, slide, and barrel** are expected to exceed **100,000 rounds** of service life.

Should FPD adopt this platform, the implementation plan would include a structured maintenance program incorporating scheduled inspections and timely parts replacement.

Optics

Testing for pistol mounted optics (PMO) included the offerings from Aimpoint and Holosun. Criteria for selection was based upon several factors.

1. Enclosed emitter
2. Reputation and history
3. Customer service / replacement
4. Adaptability to the department
5. Personal use / experience

Aimpoint COA	Holosun 509T	Holosun EPS/MRS
		



Aimpoint COA	Holosun 509T / EPS / MRS
<ul style="list-style-type: none"> • Made in Sweden • Direct mount to Glock only (A cut) • Reliable performance • 50,000 hour battery life • Compact size • Clear window / sight picture • Crisp / clear dot • Turnkey setup from factory • Govt / Mil / LE contracts • Not a stand alone purchase * • Aftermarket night sight only * • Co-witness w/ standard height sights, lowering learning curve of new users 	<ul style="list-style-type: none"> • Made in China • Direct mount to multi platforms • Reliable performance • 50,000 hour battery + solar option • Compact size – wider than COA • Clear window / sight picture • Popular with LE / civilian • Readily available dealers / OTC • Multi reticle options • Red or Green options • EPS may require mounting plates*

Holsters

Holsters tested included offerings from multiple vendors. Safariland 6390RDS – Level 1 Retention and Alien Gear Rapid Force – Level 3 Retention models were selected and tested in both range environments and field applications.

The recommendation is for the Safariland 6390RDS – Level 1 Retention holster as the standard issue holster by FPD. It is recommended by this committee that officers wanting additional retention would be authorized for carry the Safariland Level 3 Retention and Alien Gear Level 3 Retention holsters for duty use. Holsters other than standard issue Safariland 6390RDS will be purchased by individual officers and not by the department.

Safariland 6390 RDS - Level 1 Retention	Alien Gear Rapid Force – Level 3 Retention
	



Tactical Illumination

The Surefire X-300 remains the primary pistol mounted weapon light of the Fishers Police Department. Current inventory will fit on either of the pistol platforms tested. No lights were tested during the pistol selection process.

Surefire X300U





PRICING MODELS

GUN COMPARISONS (NOT INCLUDING MAGS/HOLSTERS)				
	GLOCK COA	GLOCK EPS	GLOCK 509T	SMITH & WESSON M&P 2.0
GUN W/ OPTIC	\$732.00/per \$109,800	\$814.99/per \$122,248	\$828.91/per \$124,336	\$803.00/per \$928.30/per \$124,209
NIGHT SIGHTS	x150 = \$15k	INCLUDED	x150 Tall NS = \$8700	INCLUDED
TOTAL	\$124,800	\$122,248	\$133,036	\$124,209
TRADE VALUE	x140/\$210.00 = \$29,400	\$29,400	\$29,400	x141/\$225.00 = \$31,725
FINAL GUN TOTAL	x150 NS = \$95,400	\$92,848	\$103,636	\$92,484
	x30 NS = \$83,400			
	KIESLER x150 HOLSTERS x300 MAGAZINES \$23,850			VANCE'S x150HOLSTERS x300 MAGAZINES \$29,250
FINAL PACKAGE	x150NS = \$119,250	\$116,698	\$127,486	\$121,734
	x30 NS = \$106,350			



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer

FISHERS POLICE DEPARTMENT
 ACCOUNTSPAYABLE@FISHERS.IN.US
 4 MUNICIPAL DRIVE

Ship-to Address

FISHERS, IN 46038

Your Reference
 Bill-to Customer No. L00057
 Tax Registration No.

 No. Q167848
 Document Date October 28, 2025
 Due Date November 27, 2025
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method Standard

Salesperson JOE CARTER
 Email
 Home Page
 Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
GLOCPA455SB02MO S8A3	GLOCK 45MOS8 GEN5 9MM PISTOL BLACK, FRONT SERRATIONS, AMERIGLO NON-TRITIUM FRONT/REAR STANDARD HEIGHT SIGHTS, W/ AIMPOINT COA OPTIC, 5.5LB TOAKE	150	EACH	732.00	109,800.00
GLOC39328	GLOCK 17/34/45/47 GEN5 17RD MAGAZINE. BLACK, PLATE 01, ORANGE FOLLOWER CHEE	300	EACH	19.00	5,700.00
SAFA6390RDS-2832-132	SAFARILAND MODEL 6390 ALS LVL I RETENTION DUTY HOLSTER FOR GLOCK 19MOS (ALL GEN5) W/ TLR-1, TLR-1HL, SUREFIRE X200/X300/X300U, LEUPOLD DELTAPOINT, TRIJICON RMR, VORTEX VIPER, LEFT HAND	8	EACH	121.00	968.00
SAFA6390RDS-2832-131	SAFARILAND MODEL 6390 ALS LVL I RETENTION DUTY HOLSTER FOR GLOCK 19MOS (ALL GEN5) WITH TLR-1, TLR-1HL, SUREFIRE X200/X300/X300U, LEUPOLD DELTAPOINT, TRIJICON RMR, VORTEX VIPER CCEOA	61	EACH	121.00	7,381.00
SAFA6390RDS-8972-132	SAFARILAND MODEL 6390RDS ALS LVL I RETENTION DUTY HOLSTER FOR GLOCK 47MOS W/ TLR-1HL & HOLOSUN SCS, STX TACTICAL FINISH, BLACK, LEFT HAND	2	EACH	121.00	242.00
SAFA6390RDS-8972-131	SAFARILAND MODEL 6390RDS ALS LVL I RETENTION DUTY HOLSTER FOR GLOCK 47MOS W/ TLR-1HL & HOLOSUN SCS, STX TACTICAL FINISH, BLACK, RIGHT HAND	51	EACH	121.00	6,171.00
SAFA6360RDS-2832-131	SAFARILAND ALS/SLS MID-RIDE,LVL III	3	EACH	145.00	435.00



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	DUTY HOLSTER, FITS G19MOS GEN5 W/ TLR-1HL & TRIJICON RMR, STX TACTICAL BLACK FINISH, RIGHT HAND CLOHE				
SAFA6360RDS-8972-131	SAFARILAND MODEL 6360RDS ALS/SLS MID-RIDE LVL III	1	EACH	145.00	145.00
	RETENTION DUTY HOLSTER FOR GLOCK 47MOS W/ LIGHT & OPTIC, STX TACTICAL, BLACK, RIGHT HAND CLOHE				
SAFA6360RDS-8972-132	SAFARILAND MODEL 6360RDS ALS/SLS MID-RIDE LVL III	2	EACH	145.00	290.00
	RETENTION DUTY HOLSTER FOR GLOCK 47MOS W/ LIGHT & OPTIC, STX TACTICAL, BLACK, LEFT HAND CLOHE				
ALIER3M0057BKRHL LA0B	ALIEN GEAR #R3-M-0057-BK-RH-LL-A0-B	14	EACH	140.00	1,960.00
	RAPID FORCE LVL 3 DUTY HOLSTER MID-RIDE BELT SLIDE, FOR GLOCK 19/19X/19MOS-23 (GEN 1-4) 44/45/45MOS, GLOCK 17/17MOS/22 (GEN 1-4) 47/47MOS, MATTE BLACK, LARGE LIGHT, NO AXON CCMEE				
PART NUMBER	XS -GL-R207S-6N R3D 2.0 ORANGE GLOCK COA OMTO	20	EACH	100.00	2,000.00
KIESLER NOTE	TRADE IN ALLOWANCE	140	EACH	-210.00	-29,400.00
	SIG P320 W/ Night Sights and 3 Magazines				
KIESLER NOTE	TRADE IN ALLOWANCE	340	EACH	-3.00	-1,020.00
	Sig Sauer P320 Magazines				
KIESLER NOTE	TRADE IN ALLOWANCE	11	EACH	-300.00	-3,300.00
	Sig P229 W/Night Sights and 3 magazines each				
KIESLER NOTE	TRADE IN ALLOWANCE	15	EACH	-120.00	-1,800.00
	15 unopened cases of American Eagle 40 cal FMJ 180g				
KIESLER NOTE	TRADE IN ALLOWANCE	137	EACH	-1.00	-137.00
	Safariland Sig Holsters				
SHIPPING	SHIPPING CHARGE	1	EACH	290.00	290.00
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			0.00	
				Subtotal	99,725.00
				Total Tax	0.00
				Total \$ Incl. Tax	0.00
				Tax Amount	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer

FISHERS POLICE DEPARTMENT
 ACCOUNTSPAYABLE@FISHERS.IN.US
 4 MUNICIPAL DRIVE

FISHERS, IN 46038

Ship-to Address

Your Reference
 Bill-to Customer No. L00057
 Tax Registration No.

 No. Q167851
 Document Date October 28, 2025
 Due Date November 27, 2025
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method Standard

Salesperson JOE CARTER
 Email
 Home Page
 Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
GLOCPX4350BFRMO S8A4	GLOCK 43X MOS8 9MM PISTOL, BLACK, FRONT RAILS, AMERIGLO NON-TRITIUM FRONT/REAR STANDARD HEIGHT SIGHTS, W/ AIMPOINT COA OPTIC, 5.5LB #PX4350B02FRMOS8A4 KOKAK	25	EACH	619.60	15,490.00
KIESLER NOTE	TRADE IN ALLOWANCE Sig P365 W/Night Sights and 3 Magazines	21	EACH	-300.00	-6,300.00
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			0.00	
			Subtotal		9,190.00
			Total Tax		0.00
			Total \$ Incl. Tax		0.00
			Tax Amount		0.00

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Board Action Form

MEETING DATE	11/25/2025			
TITLE	Request to Approve Operational Technology Cybersecurity Software			
SUBMITTED BY	Name & Title: Tracy Gaynor - Director			
	Department: Information Technology			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 st Reading	<input checked="" type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> 3 rd Reading
				<input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R112525A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input checked="" type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input checked="" type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	

<p>HAMILTON COUNTY (Some documents need recorded by the City Clerk)</p>	<p><input type="checkbox"/> Document must be recorded with the County Recorder’s Office</p> <p><input type="checkbox"/> Wait 31 days prior to filing with the County Recorders’ Office</p>	<p><input checked="" type="checkbox"/> Document does not need recorded with the County Recorder’s Office</p>
<p>APPROVALS/REVIEWS</p>	<p><input type="checkbox"/> Assistant/Deputy Department Head</p> <p><input checked="" type="checkbox"/> Department Head</p> <p><input type="checkbox"/> Deputy Mayor</p> <p><input type="checkbox"/> Mayor</p> <p><input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i></p>	<p><input type="checkbox"/> Controller’s Office</p> <p><input type="checkbox"/> Finance Committee</p> <p><input type="checkbox"/> Technical Advisory Committee</p> <p><input checked="" type="checkbox"/> Other: Sean Totten - CISO</p>
<p>BACKGROUND (Includes description, background, and justification)</p>	<p>As the City’s infrastructure continues to evolve and incorporate a growing number of network-connected operational and “smart” devices, securing these systems has become a critical priority. Many of these assets—such as those used in public safety, utilities, and facilities management—operate outside traditional IT management tools and are therefore more difficult to monitor and protect. This creates potential vulnerabilities that, if left unmanaged, could expose city operations to cyber threats or service disruptions. Implementing a solution that provides visibility into these unmanaged devices, continuously monitors their behavior, and assists in mitigating risks is essential to maintaining the integrity, reliability, and safety of City systems and services.</p> <p>After a thorough evaluation by the City’s Information Technology leadership, including the IT Director, Chief Information Security Officer, and Network Engineer, several potential solutions were reviewed. Only one vendor demonstrated the ability to meet two key requirements: the capability to non-invasively monitor all connected devices across the City’s operational networks, and the ability to assist in actively mitigating risk by recommending or applying security hardening measures such as disabling unused ports, correcting misconfigurations, and addressing outdated firmware. These unique capabilities align with best practices for protecting critical infrastructure and enable the City to proactively manage cyber risk across both traditional IT and operational environments.</p> <p>The vendor has also extended a one-time special pricing arrangement to the City of Fishers that provides significant cost savings over standard government pricing. This offer includes waiver of all hardware costs (an \$11,000 value) and a discounted annual subscription of \$75,000—representing a 42% reduction in the first year and total potential savings of \$146,000 over a three-year term. The provider has also agreed to honor these discounts for up to three years while allowing the City to begin with a one-year agreement, providing both flexibility and fiscal benefit to the City.</p>	
	<p>Budgeted \$:</p>	<p>\$131,000.00</p>

FINANCIAL IMPACT (Includes project costs and funding sources)	Expenditure \$:	\$75,000.00
	Source of Funds:	2025 IT Operating Budget
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval Option</i>)	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
	6-8 weeks (by end of year)	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve this request	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525A

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SPECIAL PURCHASE FOR OPERATIONAL TECHNOLOGY CYBERSECURITY SOFTWARE

WHEREAS, the City of Fishers, Indiana (“City”)’s IT Department (“IT”) manages, administers and protects the City’s technology equipment, communications, and data generated and stored to conduct business;

WHEREAS, IT continually researches and considers new services and industry offerings to improve the security of the City’s environment;

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;

WHEREAS, IT reviewed several potential solutions, however, only one vendor demonstrated the ability to meet two key requirements;

WHEREAS, the chosen vendor’s services are through GuidePoint Security, and GuidePoint Security has offered a special savings to the City, specifically waiving \$11,000 in hardware costs and a discounted annual subscription amount of \$75,000, which is a 42% reduction in normal annual subscription costs of \$120,000, and has further agreed to honor the annual subscription price of \$75,000 per year if the City desires to extend the one year contract for two additional years (“Special Purchase”); and

WHEREAS, the City now desires to approve the Special Purchase in the amount not to exceed \$225,000.00 (\$75,000 annual subscription costs for up to three (3) years).

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.** The Board hereby approves this Special Purchase through GuidePoint Security in an amount not to exceed \$225,000.00, as described herein.
- Section 2.** The Board hereby further authorizes the Mayor to execute a purchase order and any and all documents necessary to implement this purchase.
- 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 meeting this 25th day of November, 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, City Attorney, 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



Board Action Form

MEETING DATE	11/25/25		
TITLE	Special Purchase Request for Firewall Management Platform		
SUBMITTED BY	Name & Title: Tracy W. Gaynor, Director		
	Department: Information Technology		
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
	Executive		<input type="checkbox"/> Retreat
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing
			<input type="checkbox"/> 3 rd Reading <input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R112525C
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached
	<input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item
	<input checked="" type="checkbox"/> Contract over \$50,000	<input checked="" type="checkbox"/> Services	<input type="checkbox"/> Capital Outlay
	Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Debt Services
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input type="checkbox"/> Document does not need recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office		

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input checked="" type="checkbox"/> Other: Sean Totten, CISO
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	<p>The city relies on special software to help monitor and manage our firewalls. This software is critical in securing our network communications, but is very resource intensive, and can become complex to manage. The manufacturer now offers a cloud based unified management and operations platform that is better positioned to manage hybrid network configurations like the city's while freeing up local, city owned resources. This will enhance our network visibility and analytics in a single interface and offers real time best practice recommendations and proactive alerts to help prevent disruptions and strengthen our security posture.</p> <p>The manufacturer has offered special discounted pricing through our existing, preferred (local) vendor, GuidePoint Security for this new platform. This special discount will save the city \$20,307.13 over three years and is exclusive to the city and only offered by GuidePoint Security.</p> <p>The proposal includes non-reoccurring charges ("NRC") for deployment assistance. The cost for the new cloud platform to renew for 12 months was quoted at \$32,367.70, but the 36-month renewal was quoted at \$76,795.97 which averages out to an annual cost of \$25,598.66 or a combined savings of \$20,307.13 over three years (through Dec 2028)</p>	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$34,992.70 (1-year renewal with NRC)
	Expenditure \$:	\$79,420.97 (3-year renewal with NRC)
	Source of Funds:	2025 IT Operating Budget - Professional Services
	Additional Appropriation #:	10106050 43100. – 60606050 43100 - 62606050 43100
	Narrative:	
OPTIONS (Include <i>Deny Approval Option</i>)	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
PROJECT TIMELINE	6-8 weeks after issuing purchase order	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Highly recommends approving this request	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SPECIAL PURCHASE FOR FIREWALL MANAGEMENT PLATFORM

WHEREAS, the City of Fishers, Indiana (“City”)’s IT Department (“IT”) manages, administers and protects the City’s technology equipment, communications, and data generated and stored to conduct business;

WHEREAS, IT continually researches and considers new services and industry offerings to improve the security of the City’s environment;

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;

WHEREAS, IT reviewed several potential solutions, however, only one vendor demonstrated the ability to meet two key requirements;

WHEREAS, GuidPoints annual service is \$34,992.70 for a 12-month service and GuidePoint Security has offered a special savings to the City in the amount of of \$26,473.65 per year, which has an annual discount of \$6,769.04 per year or \$20,307.13 over a three-year term (“Special Purchase”); and

WHEREAS, the City now desires to purchase services through GuidePoint Security in the amount of \$79,420.97 (\$26,473.65 annual subscription costs for up to three (3) years).

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.** The Board hereby approves this special purchase of services through GuidePoint Security in an amount not to exceed \$79,420.97 as described herein.
- Section 2.** The Board hereby further authorizes the Mayor to execute a purchase order and any and all documents necessary to implement this purchase.
- 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 meeting this 25th day of November, 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, City Attorney, 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



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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:		

RESOLUTION NO. R112525C

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT
(TARGET)**

WHEREAS, LTH Fishers, LLC (“Developer”), is developing a new general merchandise department store, a/k/a Target, to be generally located at 13499 East 131st St. in Fishers, IN 46037, Parcel No.:19-11-23-00-05-002.000 containing approximately 21.79 acres (the “Property”);

WHEREAS, Developer has additional plans to construct a public sanitary infrastructure to serve future commercial outlots;

WHEREAS, Developer desires sanitary sewer service for the Property;

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

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

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

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

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

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

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 25th day of November 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, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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

SANITARY SEWER SERVICE AGREEMENT

(TARGET - NE FISHERS)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this ___ day of _____, 20___ (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sanitary sewer utility (“Fishers”), and LTH Fishers, LLC (“Developer”), and is regarding the provision of sewer service to a new development to be generally located at 13499 E 136th Street Fishers, Indiana, 46037, Parcel No. 19-11-23-00-05-002.000.

RECITALS

A. Developer owns and/or controls approximately 21.79 acres legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct a general merchandise department store generally known as Target – NE Fishers. Developer also plans to construct public sanitary infrastructure to serve future commercial outlots.

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

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

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

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

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

ARTICLE I
RIGHTS AND RESPONSIBILITIES OF FISHERS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

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

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

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Fishers' prevailing rates and charges, including: (i) a sewer capacity fee of Two Thousand Four Hundred and no/100 Dollars (\$2,400) per EDU; (ii) a sewer tap fee of Three Hundred Five and no/100 Dollars (\$305.00) per tap, exclusive of excavation, and a plan review fee of One Hundred and no/100 Dollars (\$100.00) per EDU. Since this is a commercial development, the final sewer fees will be assessed with the commercial building permit and not as part of this Agreement. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Lindsey M. Bennett City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	LTH Fishers, LLC Attn: Jeff Kimbell 6402 Cornell Avenue Indianapolis, IN 46220

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

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

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

[Signatures on Following Pages]

“FISHERS”

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

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“DEVELOPER”

LTH Fishers, LLC

By: [Signature]

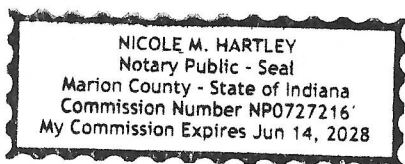
Printed: Jeffrey W. Kimbell

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey W. Kimbell, by me known to be the Manager of LTH Fishers, LLC, who acknowledged the execution of the foregoing " Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 22nd day of SEPTEMBER, 2025.



[Signature]
Notary Public

NICOLE M. HARTLEY
(Printed Signature)

My Commission Expires:

JUNE 14, 2028

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, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

[Legal Description of the Property]

Target – NE Fishers

OVERALL TRACT LAND DESCRIPTIONS: BLOCK 2 IN SAXONY MEDICAL PARK, A SUBDIVISION IN THE TOWN OF FISHERS, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED NOVEMBER 10, 2009 AS INSTRUMENT NUMBER 2009064869, PLAT CABINET 4, SLIDE 569, AS CORRECTED BY SURVEYOR'S CORRECTION RECORDED SEPTEMBER 10, 2010 AS INSTRUMENT NUMBER 2010044023, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LOT 1A LEGAL DESCRIPTION: PART OF BLOCK 2 AS SHOWN ON THE PLAT OF SAXONY MEDICAL PARK AS RECORDED AS INSTRUMENT NUMBER 2009064869 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING THAT 15.51 ACRE TRACT OF LAND SHOWN ON THE PLAT OF A BOUNDARY SURVEY OF SAID TRACT CERTIFIED ON JANUARY 7, 2025 BY JACOB T. HOFFMAN, - INDIANA PROFESSIONAL SURVEYOR NUMBER LS21100009 UNDER WEIHE ENGINEERS, INC. PROJECT NUMBER W240746 (ALL REFERENCE TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY), MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2, MARKED BY AN IRON PIN WITH CAP STAMPED "HIGBIE", PROCEED THENCE ALONG THE NORTH LINES OF SAID BLOCK FOR THE FOLLOWING FOUR (4) CALLS: 1) THENCE SOUTH 66 DEGREES 59 MINUTES 01 SECONDS EAST, 273.59 FEET TO A REBAR WITH CAP STAMPED "WEIHE ENG FIRM 0012" (HEREAFTER REFERRED TO AS WEIHE REBAR); 2) THENCE ALONG A CURVE TO THE LEFT 414.53 FEET HAVING A RADIUS OF 587.47 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 78 DEGREES 41 MINUTES 35 SECONDS EAST 405.98 FEET TO AN IRON PIN WITH CAP STAMPED "CRIPE"; 3) THENCE NORTH 57 DEGREES 42 MINUTES 04 SECONDS EAST, 16.11 FEET TO A WEIHE REBAR; 4) THENCE SOUTH 57 DEGREES 07 MINUTES 57 SECONDS EAST, 221.43 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS EAST, 264.18 FEET TO A WEIHE REBAR; THENCE ALONG A CURVE TO THE LEFT 90.34 FEET HAVING A RADIUS OF 115.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 22 DEGREES 51 MINUTES 12 SECONDS EAST 88.03 FEET TO A WEIHE REBAR; THENCE SOUTH 45 DEGREES 21 MINUTES 26 SECONDS EAST, 76.60 FEET TO A WEIHE REBAR; THENCE ALONG A CURVE TO THE RIGHT 51.53 FEET HAVING A RADIUS OF 64.47 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 22 DEGREES 39 MINUTES 31 SECONDS EAST 50.16 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, 152.55 FEET TO THE SOUTH LINE OF SAID BLOCK, MARKED BY A MAG NAIL WITH WASHER STAMPED "WEIHE ENG FIRM 0012"; THENCE ALONG THE SOUTH AND WEST LINES OF SAID BLOCK FOR THE FOLLOWING TEN (10) CALLS: 1) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 37.84 FEET TO A WEIHE REBAR; 2) THENCE SOUTH 24 DEGREES 11 MINUTES 05 SECONDS WEST, 80.87 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 3) THENCE SOUTH 69 DEGREES 41 MINUTES 42 SECONDS WEST, 66.43 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 4) THENCE SOUTH 83 DEGREES 31 MINUTES 13 SECONDS WEST, 57.58 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 5) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 603.73 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 6) THENCE NORTH 85 DEGREES 04 MINUTES 52 SECONDS WEST, 16.59 FEET TO AN IRON PIN STAMPED "HIGBIE"; 7) THENCE NORTH 68 DEGREES 23 MINUTES 19 SECONDS WEST, 90.79 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 8) THENCE NORTH 24 DEGREES 41 MINUTES 10 SECONDS WEST, 71.63 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 9) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 33.95 FEET A MAG NAIL WITH WASHER STAMPED "WEIHE ENG FIRM 0012"; 10) THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 748.32 FEET TO THE POINT OF BEGINNING, CONTAINING 15.51 ACRES (675,555 SQUARE FEET) OF LAND, MORE OR LESS.

LOT 2A LEGAL DESCRIPTION: PART OF BLOCK 2 AS SHOWN ON THE PLAT OF SAXONY MEDICAL PARK AS RECORDED AS INSTRUMENT NUMBER 2009064869 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING THAT 6.28 ACRE TRACT OF LAND SHOWN ON THE PLAT OF A BOUNDARY SURVEY OF SAID TRACT CERTIFIED ON JANUARY 7, 2025 BY JACOB T. HOFFMAN, - INDIANA PROFESSIONAL SURVEYOR NUMBER LS21100009 UNDER WEIHE ENGINEERS, INC. PROJECT NUMBER W240746 (ALL REFERENCE TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY), MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 2, MARKED BY AN IRON PIN WITH CAP STAMPED "HIGBIE", PROCEED THENCE ALONG THE NORTH, EAST, AND SOUTH LINES OF SAID BLOCK FOR THE FOLLOWING SIXTEEN (16) CALLS: 1) THENCE SOUTH 66 DEGREES 59 MINUTES 01 SECONDS EAST, 273.59 FEET MARKED BY A REBAR WITH CAP STAMPED "WEIHE ENG FIRM 0012" (HEREAFTER REFERRED TO AS WEIHE REBAR); 2) THENCE ALONG A CURVE TO THE LEFT 414.53 FEET HAVING A RADIUS OF 587.47 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 78 DEGREES 41 MINUTES 35 SECONDS EAST 405.98 FEET TO AN IRON PIN WITH CAP STAMPED "CRIPE"; 3) THENCE NORTH 57 DEGREES 42 MINUTES 04 SECONDS EAST, 16.11 FEET TO A WEIHE REBAR; 4) THENCE SOUTH 57 DEGREES 07 MINUTES 57 SECONDS EAST, 221.43 FEET TO A WEIHE REBAR BEING THE POINT OF BEGINNING; 5) THENCE SOUTH 57 DEGREES 07 MINUTES 57 SECONDS EAST, 121.67 FEET TO A WEIHE REBAR; 6) THENCE SOUTH 61 DEGREES 37 MINUTES 50 SECONDS EAST, 88.45 FEET TO A IRON PIN WITH ILLEGIBLE CAP; 7) THENCE ALONG A CURVE TO THE LEFT 378.99 FEET HAVING A RADIUS OF 1622.70 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 62 DEGREES 20 MINUTES 46 SECONDS EAST 378.13 FEET TO A IRON PIN WITH CAP STAMPED "HIGBIE; 8) THENCE SOUTH 71 DEGREES 25 MINUTES 30 SECONDS EAST, 65.01 FEET TO A IRON PIN WITH CAP STAMPED "HIGBIE; 9) THENCE SOUTH 39 DEGREES 09 MINUTES 32 SECONDS EAST, 66.17 FEET; 10) THENCE ALONG A CURVE TO THE RIGHT 330.09 FEET HAVING A RADIUS OF 180.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 13 DEGREES 22 MINUTES 34 SECONDS WEST 285.74 FEET TO A WEIHE REBAR; 11) THENCE SOUTH 59 DEGREES 35 MINUTES 00 SECONDS WEST, 94.09 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 12) THENCE SOUTH 81 DEGREES 47 MINUTES 23 SECONDS WEST, 106.60 FEET TO A CUT "X"; 13) THENCE SOUTH 89 DEGREES 19 MINUTES 09 SECONDS WEST, 120.76 FEET TO A WEIHE REBAR; 14) THENCE NORTH 64 DEGREES 51 MINUTES 09 SECONDS WEST, 75.95 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 15) THENCE NORTH 24 DEGREES 56 MINUTES 48 SECONDS WEST, 75.03 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 16) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 34.94 FEET TO A MAG NAIL WITH WASHER STAMPED "WEIHE ENG FIRM 0012"; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, 152.55 FEET TO A WEIHE REBAR ; THENCE ALONG A CURVE TO THE LEFT 51.53 FEET HAVING A RADIUS OF 64.47 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 39 MINUTES 31 SECONDS WEST 50.16 FEET TO A WEIHE REBAR; THENCE NORTH 45 DEGREES 21 MINUTES 26 SECONDS WEST, 76.60 FEET TO A WEIHE REBAR; THENCE ALONG A CURVE TO THE RIGHT 90.34 FEET HAVING A RADIUS OF 115.00 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 51 MINUTES 12 SECONDS WEST 88.03 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 20 MINUTES 58 SECONDS WEST, 264.18 FEET TO THE POINT OF BEGINNING, CONTAINING 6.28 ACRES (273,648 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit B

[Bill of Sale and Easement Dedication]

Deed Cross-Reference:

BILL OF SALE AND EASEMENT DEDICATION

(TARGET – NE FISHERS)

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

RECITALS:

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

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

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

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

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

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

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

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

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

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.

4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).

5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

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

[Signature on Following Page]

LTH Fishers, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

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

Notary Public

My Commission Expires:

(Printed Signature)

My County of Residence:

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

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

Exhibit C

[Memorandum of Agreement]

MEMORANDUM OF AGREEMENT

(TARGET – NE FISHERS)

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

RECITALS:

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

B. Developer represents that it owns or controls certain real estate consisting of approximately 21.79 acres as described on the attached Exhibit 1 (the “Development”).

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

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

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

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

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

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

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

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

Fishers: City of Fishers, City Hall
1 Municipal Drive
Fishers, IN 46038
Attn: Sewer Utility Director

With Copy To: Lindsey M. Bennett
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

Developer: LTH Fishers, LLC
Attn: Jeff Kimbell
6402 Cornell Avenue
Indianapolis, IN 46220

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“FISHERS”

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

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“DEVELOPER”

LTH Fishers, LLC

By: [Signature]

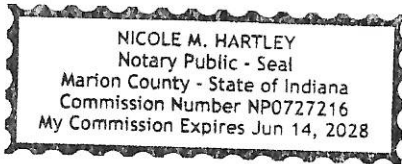
Printed: Jeffrey Kimbell

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

WITNESS my hand and Notarial Seal this 11TH day of NOVEMBER, 2025.



Nicole M. Hartley
Notary Public

NICOLE M. HARTLEY
(Printed Signature)

My Commission Expires:

JUNE 14, 2028

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

EXHIBIT 1

[Legal Description of Property]

Target – NE Fishers

OVERALL TRACT LAND DESCRIPTIONS: BLOCK 2 IN SAXONY MEDICAL PARK, A SUBDIVISION IN THE TOWN OF FISHERS, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED NOVEMBER 10, 2009 AS INSTRUMENT NUMBER 2009064869, PLAT CABINET 4, SLIDE 569, AS CORRECTED BY SURVEYOR'S CORRECTION RECORDED SEPTEMBER 10, 2010 AS INSTRUMENT NUMBER 2010044023, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LOT 1A LEGAL DESCRIPTION: PART OF BLOCK 2 AS SHOWN ON THE PLAT OF SAXONY MEDICAL PARK AS RECORDED AS INSTRUMENT NUMBER 2009064869 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING THAT 15.51 ACRE TRACT OF LAND SHOWN ON THE PLAT OF A BOUNDARY SURVEY OF SAID TRACT CERTIFIED ON JANUARY 7, 2025 BY JACOB T. HOFFMAN, - INDIANA PROFESSIONAL SURVEYOR NUMBER LS21100009 UNDER WEIHE ENGINEERS, INC. PROJECT NUMBER W240746 (ALL REFERENCE TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY), MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2, MARKED BY AN IRON PIN WITH CAP STAMPED "HIGBIE", PROCEED THENCE ALONG THE NORTH LINES OF SAID BLOCK FOR THE FOLLOWING FOUR (4) CALLS: 1) THENCE SOUTH 66 DEGREES 59 MINUTES 01 SECONDS EAST, 273.59 FEET TO A REBAR WITH CAP STAMPED "WEIHE ENG FIRM 0012" (HEREAFTER REFERRED TO AS WEIHE REBAR); 2) THENCE ALONG A CURVE TO THE LEFT 414.53 FEET HAVING A RADIUS OF 587.47 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 78 DEGREES 41 MINUTES 35 SECONDS EAST 405.98 FEET TO AN IRON PIN WITH CAP STAMPED "CRIPE"; 3) THENCE NORTH 57 DEGREES 42 MINUTES 04 SECONDS EAST, 16.11 FEET TO A WEIHE REBAR; 4) THENCE SOUTH 57 DEGREES 07 MINUTES 57 SECONDS EAST, 221.43 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS EAST, 264.18 FEET TO A WEIHE REBAR; THENCE ALONG A CURVE TO THE LEFT 90.34 FEET HAVING A RADIUS OF 115.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 22 DEGREES 51 MINUTES 12 SECONDS EAST 88.03 FEET TO A WEIHE REBAR; THENCE SOUTH 45 DEGREES 21 MINUTES 26 SECONDS EAST, 76.60 FEET TO A WEIHE REBAR; THENCE ALONG A CURVE TO THE RIGHT 51.53 FEET HAVING A RADIUS OF 64.47 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 22 DEGREES 39 MINUTES 31 SECONDS EAST 50.16 FEET TO A WEIHE REBAR; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, 152.55 FEET TO THE SOUTH LINE OF SAID BLOCK, MARKED BY A MAG NAIL WITH WASHER STAMPED "WEIHE ENG FIRM 0012"; THENCE ALONG THE SOUTH AND WEST LINES OF SAID BLOCK FOR THE FOLLOWING TEN (10) CALLS: 1) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 37.84 FEET TO A WEIHE REBAR; 2) THENCE SOUTH 24 DEGREES 11 MINUTES 05 SECONDS WEST, 80.87 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 3) THENCE SOUTH 69 DEGREES 41 MINUTES 42 SECONDS WEST, 66.43 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 4) THENCE SOUTH 83 DEGREES 31 MINUTES 13 SECONDS WEST, 57.58 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 5) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 603.73 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 6) THENCE NORTH 85 DEGREES 04 MINUTES 52 SECONDS WEST, 16.59 FEET TO AN IRON PIN STAMPED "HIGBIE"; 7) THENCE NORTH 68 DEGREES 23 MINUTES 19 SECONDS WEST, 90.79 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 8) THENCE NORTH 24 DEGREES 41 MINUTES 10 SECONDS WEST, 71.63 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 9) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 33.95 FEET A MAG NAIL WITH WASHER STAMPED "WEIHE ENG FIRM 0012"; 10) THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 748.32 FEET TO THE POINT OF BEGINNING, CONTAINING 15.51 ACRES (675,555 SQUARE FEET) OF LAND, MORE OR LESS.

LOT 2A LEGAL DESCRIPTION: PART OF BLOCK 2 AS SHOWN ON THE PLAT OF SAXONY MEDICAL PARK AS RECORDED AS INSTRUMENT NUMBER 2009064869 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING THAT 6.28 ACRE TRACT OF LAND SHOWN ON THE PLAT OF A BOUNDARY SURVEY OF SAID TRACT CERTIFIED ON JANUARY 7, 2025 BY JACOB T. HOFFMAN, - INDIANA PROFESSIONAL SURVEYOR NUMBER LS21100009 UNDER WEIHE ENGINEERS, INC. PROJECT NUMBER W240746 (ALL REFERENCE TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY), MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 2, MARKED BY AN IRON PIN WITH CAP STAMPED "HIGBIE", PROCEED THENCE ALONG THE NORTH, EAST, AND SOUTH LINES OF SAID BLOCK FOR THE FOLLOWING SIXTEEN (16) CALLS: 1) THENCE SOUTH 66 DEGREES 59 MINUTES 01 SECONDS EAST, 273.59 FEET MARKED BY A REBAR WITH CAP STAMPED "WEIHE ENG FIRM 0012" (HEREAFTER REFERRED TO AS WEIHE REBAR); 2) THENCE ALONG A CURVE TO THE LEFT 414.53 FEET HAVING A RADIUS OF 587.47 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 78 DEGREES 41 MINUTES 35 SECONDS EAST 405.98 FEET TO AN IRON PIN WITH CAP STAMPED "CRIPE"; 3) THENCE NORTH 57 DEGREES 42 MINUTES 04 SECONDS EAST, 16.11 FEET TO A WEIHE REBAR; 4) THENCE SOUTH 57 DEGREES 07 MINUTES 57 SECONDS EAST, 221.43 FEET TO A WEIHE REBAR BEING THE POINT OF BEGINNING; 5) THENCE SOUTH 57 DEGREES 07 MINUTES 57 SECONDS EAST, 121.67 FEET TO A WEIHE REBAR; 6) THENCE SOUTH 61 DEGREES 37 MINUTES 50 SECONDS EAST, 88.45 FEET TO A IRON PIN WITH ILLEGIBLE CAP; 7) THENCE ALONG A CURVE TO THE LEFT 378.99 FEET HAVING A RADIUS OF 1622.70 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 62 DEGREES 20 MINUTES 46 SECONDS EAST 378.13 FEET TO A IRON PIN WITH CAP STAMPED "HIGBIE; 8) THENCE SOUTH 71 DEGREES 25 MINUTES 30 SECONDS EAST, 65.01 FEET TO A IRON PIN WITH CAP STAMPED "HIGBIE; 9) THENCE SOUTH 39 DEGREES 09 MINUTES 32 SECONDS EAST, 66.17 FEET; 10) THENCE ALONG A CURVE TO THE RIGHT 330.09 FEET HAVING A RADIUS OF 180.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 13 DEGREES 22 MINUTES 34 SECONDS WEST 285.74 FEET TO A WEIHE REBAR; 11) THENCE SOUTH 59 DEGREES 35 MINUTES 00 SECONDS WEST, 94.09 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 12) THENCE SOUTH 81 DEGREES 47 MINUTES 23 SECONDS WEST, 106.60 FEET TO A CUT "X"; 13) THENCE SOUTH 89 DEGREES 19 MINUTES 09 SECONDS WEST, 120.76 FEET TO A WEIHE REBAR; 14) THENCE NORTH 64 DEGREES 51 MINUTES 09 SECONDS WEST, 75.95 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 15) THENCE NORTH 24 DEGREES 56 MINUTES 48 SECONDS WEST, 75.03 FEET TO A BRASS PLUG STAMPED "LS 20100067"; 16) THENCE SOUTH 89 DEGREES 19 MINUTES 05 SECONDS WEST, 34.94 FEET TO A MAG NAIL WITH WASHER STAMPED "WEIHE ENG FIRM 0012"; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, 152.55 FEET TO A WEIHE REBAR ; THENCE ALONG A CURVE TO THE LEFT 51.53 FEET HAVING A RADIUS OF 64.47 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 39 MINUTES 31 SECONDS WEST 50.16 FEET TO A WEIHE REBAR; THENCE NORTH 45 DEGREES 21 MINUTES 26 SECONDS WEST, 76.60 FEET TO A WEIHE REBAR; THENCE ALONG A CURVE TO THE RIGHT 90.34 FEET HAVING A RADIUS OF 115.00 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 51 MINUTES 12 SECONDS WEST 88.03 FEET TO A WEIHE REBAR; THENCE NORTH 00 DEGREES 20 MINUTES 58 SECONDS WEST, 264.18 FEET TO THE POINT OF BEGINNING, CONTAINING 6.28 ACRES (273,648 SQUARE FEET) OF LAND, MORE OR LESS.



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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.)	<p>Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000</p> <p>Contract or Agreement – Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)</p>		
HAMILTON COUNTY RECORDER	<p>Document must be recorded with the County Recorder’s Office by the City</p> <p>Document does not need recorded with the County Recorder’s Office by the City</p>	<p>Document will be recorded by another party. Who is recording the document?</p> <p>_____</p>	
BUDGET INFORMATION	<p>Expense Account:</p> <p>Current Available Budget:</p> <p>Controller’s Office Approval:</p>		

RESOLUTION NO. R112525D

**RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS
AND SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT
(LANTERN ROAD WIDENING)**

WHEREAS, A&F Engineering Co., LLC (“Consultant”) is an engineering firm that provides design services for road projects;

WHEREAS, the City seeks to engage Consultant to provide engineering design services for the widening and reconstruction of Lantern Road from 106th to north of USA Drive, along with minimal widening of USA Parkway from USA Drive to IKEA Way (“Project”); and

WHEREAS, the Consultant and the City now desire to enter into an agreement for the Project substantially similar to the 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 is authorized to execute an agreement substantially similar to 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 November 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

October 24, 2025

Hatem Mekky, PE, MSCE
Director of Engineering
City of Fishers
One Municipal Drive
Fishers, IN 46038
Sent via e-mail : mekkyh@fishers.in.us

**RE: New Project: Scope and Fee Proposal - Revised
Lantern Road Widening from 106th Street to USA Drive
USA Parkway Minimal Widening from USA Drive to IKEA Way**

Dear Hatem:

Attached please find our **revised** and updated scope of work with assumptions and fee proposal with manhour justification for A&F Engineering to complete engineering services associated with the widening and reconstruction of Lantern Road from 106th Street to just north of USA Drive, along with minimal widening of USA Parkway from USA Drive to IDEA Way.

The project will add capacity for event center traffic with a 2nd lane in each direction to assist with ingress and egress in a significant way. The project will widen the narrow two-lane roadway from the existing 106th Street roundabout to just north of USA Drive to a four-lane boulevard section to meet up with the boulevard section just north of USA Drive. The existing boulevard section from USA Drive to IKEA Way will be minimally widened to the inside and reduce the width of the raised median between USA Drive and IKEA Way to accommodate this. The widening will be approximately 4 ft. and include new center curb with the goal of maintaining the outside curb and gutter line to perpetuate existing drainage. No intersection improvement at USA Parkway and USA Drive is included at this time.

Following our conversations about this project, this scope of work has been put together to complete the project development efforts needed so the City can construct the project using local dollars. Since our initial submittal, the project area for survey and design has been scaled-down to reduce project development effort costs, but other elements could be completed under separate project work. Please review the information on the following pages so A&F Engineering can help the City deliver on this project.

Please contact me with any questions or other needs as you review this information. A&F Engineering very much looks forward to working with you on this project.

Sincerely,
A&F Engineering Company, LLC



Jeff Hill, PE, PTOE
Vice President

Enclosures

Project: Widening and Reconstruction of Lantern Road from 106th Street to USA Drive
Minor widening of USA Parkway from USA Drive to IKEA Way

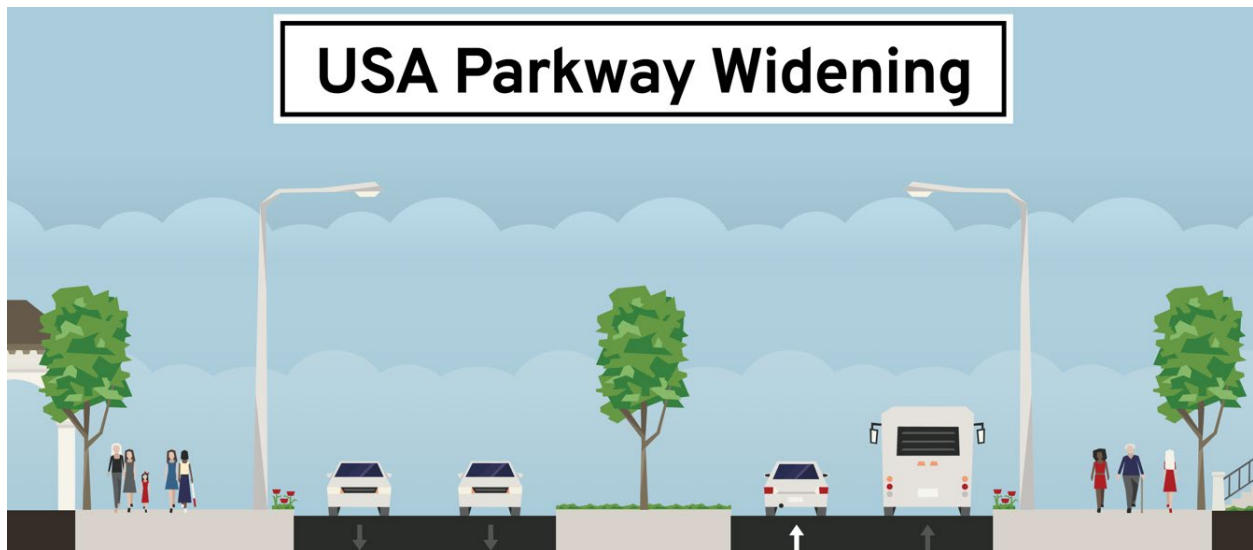
Client: City of Fishers

Scope of Engineering Services for A&F Engineering:

General Scope Description:

The scope of the project is to widen and improve USA Parkway between 106th Street and IKEA Way. To complete this, Lantern Road/USA Parkway from the existing 106th Street roundabout to IKEA Way will be widened and reconstructed to a four-lane boulevard section that will add capacity to the roadway to improve traffic and ingress/egress to the Fishers Event Center. This will be completed by two different distinct design components/segments.

- From USA Drive to IKEA Way, USA Parkway will be widened to the middle of the cross section into the existing raised median to create enough width for the two travel lanes in each direction. The goal of this will be to keep the outside curb and gutters in their existing location to perpetuate drainage and utilize the existing storm sewer system. The amount of anticipated pavement widening is approximately 4 feet, but this will be coordinated with the City. This will be completed, however, with scaled down survey and limited design efforts to keep the overall project costs low. The existing large-diameter USA Parkway traffic circle will remain unchanged.
- From 106th Street to USA Drive, Lantern Road will be widened and reconstructed to create a four-lane boulevard section with raised median widening the existing two-lane roadway. The cross-section will mimic the section created north of USA Drive to have a consistent section. A&F Engineering will work with the City to identify the side(s) of USA Parkway where widening will occur to minimize right-of-way impacts to adjacent property owners. Other than turnouts accommodating existing lane configurations, no intersection improvement at USA Parkway and USA Drive is anticipated.



A&F Engineering will develop plans, specifications, and estimates to ultimately construct a roadway that has two driving lanes in each direction, with a raised median creating a boulevard on USA Parkway. There

are many existing commercial driveway entrances and left turn lanes; these will be perpetuated but simply with leaving existing median gaps and matching existing turn lanes and not creating new developed left turn lanes in order to maintain as much green median space as possible. Although not specifically part of the efforts in this project, the corridor could be landscaped even further in the future to continue to improve aesthetics. A typical section for the corridor could look like the sketch depicted on the prior page and can be modified, if necessary, to fit the City's goals for USA Parkway. The scope of services for the various work disciplines to deliver the project are described below and on the following pages.

Topographic Survey:

For all work elements that are part of the project described above, the project will require the southern portion of the corridor to be surveyed. Topographic survey will be gathered to prepare preliminary and final design plans for the project. The topographic survey will begin on the north approach of the 106th Street roundabout and extend to include approximately 400 feet north of the intersection of USA Drive. No survey will be gathered north of this area on the existing boulevard section of USA Parkway to receive minor widening. The survey width will be approximately 130 feet. This is reduced from past scoping estimates to reduce the amount of full topo needed. Further:

- All topographic features will be located within the survey limits. One call will be made to Indiana 811 as well as the local utility company to determine the locations of underground utilities within survey limits. Exceptions to the full-survey area are shown on the last pages of this letter form proposal depicting where survey will be minimized to reduce costs.
- Existing surveys and control data for any adjacent projects will be tapped into, and this survey will utilize the same control.
- Individual trees will only be located in lawn areas within survey limits. All other areas will be designated as woods or tree rows.
- Data will be provided in the form of an ASCII points file, AutoCAD drawing file showing topographic features, contours, and TIN. A text file giving a listing of topographic features by station and offset will also be provided. A location control route survey plat will be created for this project and used during land acquisition efforts.

Additional details can be seen in the letter form proposal from Alexander Surveying which is included in this proposal.

Road/Lighting/Signing/Markings/MOT Design Services:

Lantern Road/USA Parkway will be widened from 106th Street to IKEA Way so the roadway will be two lanes each direction. This will be accomplished with significant widening from 106th Street to just north of USA Drive and will include a center median to create a boulevard section similar to other portions of USA Parkway. USA Parkway will be widened on the median side from just north of USA Drive to IKEA Way to create a four-lane boulevard section. The amount of widening will be approximately 4 ft. to create enough width for two driving lanes; however, a goal will be to minimize widening to preserve the existing landscaping and street trees. Detailed design will be completed from 106th Street to just north of USA Drive—typical with road design projects completed with the City of Fishers in the past. To reduce engineering costs, the segment of roadway will be widened using a very scaled-down engineering approach. A&F Engineering will prepare plans depicting the 4 feet of minimal widening using lines drawn on aerial photography and available statewide LiDAR survey information. Typical sections showing widening will be created to help gather quantities, but design efforts will be limited to the effort described here. Existing topographic elements will be drawn using site aerial photography so that plans can be

prepared, but with no or limited Z-information available to calculate full quantities in these areas, best engineering estimates will be prepared for the City.

No intersection improvement will be made at USA Drive or at the large traffic circle on USA Parkway. The USA Parkway corridor will provide a modernized section with improved pavement and drainage. Pavement and subgrade elements will be shown in the plans utilizing City of Fishers standard drawings and details. Our team will work closely with City of Fishers Engineering and other departments for proper ingress/egress and access control for a safe and mobile corridor once complete.



The design team will make submittals at Preliminary Plans (Stage 1 Plans – 25%), PFC Plans (45%), Final Plans (Stage 3 Plans – 95%) with Final Plans (100% Tracings) and bid document being prepared for bidding. Quantities will be pulled so an opinion of probable cost can be completed with each submittal noted for project budgeting purposes. Up to one field check-type meeting will be held to engage with project stakeholders and utilities. Geotechnical design and analysis, pavement design, and right-of-way engineering or land acquisition services are not included in this scope effort, and if these or other services are needed, they can be completed by this team or other firms already working with the City.

The A&F Engineering design team will prepare plans to develop signing, markings, and new boulevard section lighting to be added to Lantern Road between 106th Street to just north of USA Drive, but the remainder of the corridor is not planned to receive additional lighting at this time. It is assumed that decorative lights will be utilized that are similar to the existing corridor lighting. Shop drawing cut sheets will be provided in the plans and specifications. The MOT scheme will be developed in cooperation with the City Engineering staff to provide access to all properties during the construction of the project, with an assumption that the roadway will be reconstructed under traffic. A sensitive eye will be given to construction activities occurring during events at the

Fishers Event Center and other critical events. Phased construction is anticipated unless otherwise directed by the City.

A & F Engineering will prepare bid documents using the City's boilerplate bid proposal documents. A&F Engineering will support the City to advertise for public bids and manage the procurement effort. Further, the team will be available to support the City during the procurement process and help answer contractors' questions. Plan revisions or contract addenda needed for procurement will be prepared. Attendance at a pre-bid meeting, bid opening, and other approval meetings will be provided. The team will assist in bid evaluation and make an award recommendation to the City's Engineering Department.

Drainage Design Services:

With the conversion of a portion of USA Parkway corridor to a modernized, urban/suburban facility, upgraded hydrologic and hydraulic analysis and storm water conveyance design will be completed for the section of the project from 106th Street to just north of USA Drive. The design team will also investigate the use of above ground or underground detention facilities to mitigate additional runoff. A&F Engineering will complete drainage design for the portion of the project from USA Drive to 106th Street for this critical need with drainage anticipated to be sent north to the R.J. Craig legal drain. The work product will be coordinated and shared with the City of Fishers and Hamilton County Surveyor's Office for improved drainage solutions on the project. It is anticipated that remnant real estate parcels will be explored for use as detention facilities like the triangular piece adjacent to the interstate shown at right. This will be investigated because the existing large Navient detention facility cannot be used as a new drainage outfall. Drainage improvements and detention in the roadway segment north of USA Drive for the minor widening of USA Parkway will not be investigated for any additional detention.



Our team will gather surveys and available statewide LiDAR data to assess the drainage areas coming to the project site. Our team will perform hydrologic analysis to develop the time of concentration and peak flow calculations to the project. Using the INDOT Indiana Design Manual and/or Fishers Stormwater criteria, our team will analyze inlet spacing and storm sewer trunk line system for the road reconstruction and provide this information on the PFC plans and Final Tracings in preliminary and final design format. Detention will be assessed to meet City of Fishers stormwater standards, but the goal of the project could be instead to detain the additional impervious surface(s) to not make conditions any worse compared to today versus specifically meeting the City's ordinance—this will be coordinated with City staff. A preliminary and final drainage report will be prepared for the City's review and approval.

Environmental/Permitting:

A&F Engineering will complete the environmental/waterway permitting required for the project. It is anticipated that CSGP and outlet permits from the Hamilton County Surveyor's Office (HCSO) will be needed for the project. Because federal or state funds are not involved no NEPA or SEPA activities are anticipated.

Utility Coordination:

Our team will complete utility coordination to identify providers who may need to relocate before or during construction work. The steps to coordinate these efforts including: written initial notice, utility coordination for verification of existing facilities, development and consideration of conflict analysis, and utility relocation work plans will be developed to utilize in the contract documents.

Construction Phase Services:

Following the award of the project, the consultant team will attend a Pre-Construction Meeting. Further, the team can attend progress meetings or utility coordination meetings with City inspection staff. If needed and as required, A&F Engineering can meet at the project site to assist in mitigating matters that may arise during the construction of the project. This team will be available to help review submitted shop drawings, mitigate post-bid utility conflicts or similar issues, provide potential design solutions that may be revised from the original intent based upon new or changed conditions encountered in the field during construction. The budgets established in this task will be used only as necessary, creating an hourly not-to-exceed amount.

A&F Engineering is ready to help the City complete this project, if scope assumptions require modification during the project development efforts, our team is flexible and ready to assist.

FEE SUMMARY		
PROJECT:	USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY	
CLIENT:	CITY OF FISHERS	
PROJECT NO:	TBD	10/24/2025
		REVISED
TASK	FEE TYPE	PROPOSED FEE
PROJECT MANAGEMENT	LUMP SUM	\$ 16,650.00
ROAD DESIGN & PLANS - USA PARKWAY CORRIDOR	LUMP SUM	\$ 184,770.00
DRAINAGE DESIGN & PLAN DEVELOPMENT	LUMP SUM	\$ 51,430.00
WATERWAY PERMITTING	LUMP SUM	\$ 26,020.00
UTILITY COORDINATION	LUMP SUM	\$ 21,780.00
CONSTRUCTION PHASE/POST-BID SERVICES	HOURLY NTE	\$ 7,420.00
SUBCONSULTANTS	FEE TYPE	PROPOSED FEE
TOPOGRAPHIC SURVEY (ALEXANDER SURVEYING)	LUMP SUM	\$ 31,500.00
TOTAL NOT TO EXCEED FEE		\$ 339,570.00

MANHOUR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: PROJECT MANAGEMENT						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
PROJECT ADMINISTRATION/MANAGEMENT						
CONTRACT ADMINISTRATION	1.00					
SUPERVISION & SCHEDULING		2.00				
SITE VISITS		2.00	2.00	0.00		
PROGRESS MEETINGS	1.00	8.00	8.00			
STAKEHOLDER MEETINGS	1.00	4.00	4.00			
AGENCY MEETINGS	1.00	4.00	4.00		0.00	
TOPOGRAPHIC SURVEY PROJECT COORDINATION	0.50	2.00		4.00	1.00	
COORDINATION WITH OTHER CITY DEPARTMENTS		4.00	8.00		1.00	
COORDINATION WITH DEVELOPER(S)	1.00	4.00	4.00			
TOTAL HOURS	5.50	30.00	30.00	4.00	2.00	71.50
BILLING RATE (WEIGHTED)	\$ 305.00	\$ 260.00	\$ 205.00	\$ 165.00	\$ 140.00	
TOTAL DIRECT LABOR	\$ 1,677.50	\$ 7,800.00	\$ 6,150.00	\$ 660.00	\$ 280.00	\$ 16,567.50
DIRECT COST						\$ 83.75
TOTAL						\$ 16,651.25
TOTAL NOT TO EXCEED FEE						\$ 16,650.00
DIRECT COST SUMMARY						
SITE	1	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 16.75
CITY HALL	4	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 67.00
MISCELLANEOUS, PAPER & PRINTING						\$ -
						\$ 83.75

MANHOUR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: ROAD DESIGN & PLANS - USA PARKWAY CORRIDOR						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
PRELIMINARY DESIGN						
PROCESS SURVEY		0.50	1.00	4.00	8.00	
TITLE & INDEX SHEET				1.00	1.00	
PRELIMINARY LINework	0.00	2.00	4.00	6.00	8.00	
PRELIMINARY ALIGNMENTS	0.00	1.00	2.00	2.00	1.00	
PRELIMINARY PROFILES		1.00	2.00	4.00	2.00	
PRELIMINARY ROUNDABOUT LAYOUTS	0.00	0.00	0.00	0.00	0.00	
CORRIDOR DESIGN		1.00	6.00	8.00	4.00	
VERTICAL GRADING DESIGN	0.00	1.00	2.00	2.00	4.00	
TURNING TEMPLATES		0.00	1.00	4.00	2.00	
PLAN SHEET CREATION & DETAILING	0.50	1.00	4.00	4.00	8.00	
PROFILE SHEET CREATION & DETAILING	0.50	1.00	4.00	4.00	6.00	
SIGHT DISTANCE CALCS & GRAPHICS		0.00	1.00	6.00	2.00	
CURB & BREAK POINT DETAILING			4.00	8.00	2.00	
GENERATE INITIAL CROSS SECTIONS		1.00	2.00	4.00	8.00	
ADA RAMP LAYOUT/DESIGN	0.50	1.00	2.00	8.00	6.00	
PRELIMINARY SPOT ELEVATIONS	0.00	0.50	2.00	4.00	8.00	
TRAIL CONNECTIONS		1.00	2.00	4.00	0.00	
PRELIMINARY TYPICALS	0.00	1.00	2.00	8.00	4.00	
DESIGN CALCULATIONS	0.50	2.00	4.00	8.00	4.00	
INITIAL COST ESTIMATE	1.00	4.00	6.00	8.00	8.00	
QUALITY ASSURANCE	1.00	4.00	2.00		0.00	
PFC DESIGN PLANS - ROAD						
REVISE FROM INITIAL COMMENTS	0.50	2.00	8.00	4.00	4.00	
COORDINATION BETWEEN ROAD, DRN, UTILS		1.00	4.00	1.00	1.00	
UNDERDRAINS/TABLE		1.00	2.00	4.00	2.00	
APPROACH/OTHER TABLES		1.00	2.00	4.00	2.00	
CONSTRUCTION DETAILS		1.00	2.00	4.00	0.00	
SET CONSTRUCTION LIMITS		0.50	1.00	2.00		
PRELIMINARY RIGHT OF WAY LIMITS	0.50	1.00	2.00	6.00	2.00	
UPDATE PLAN SHEETS - DRAINAGE		2.00	2.00	4.00	2.00	
UPDATE PROFILE SHEETS - DRAINAGE		1.00	2.00	4.00	2.00	
UPDATE CROSS SECTIONS - DRAINAGE		2.00	2.00	8.00	4.00	
QUALITY ASSURANCE	1.00	4.00	2.00		0.00	
TRAFFIC/MOT PRELIMINARY DESIGN						
SIGNING/MARKINGS PLAN SHEETS			1.00	4.00	2.00	
SIGNING/MARKINGS TABLES			0.00	4.00	2.00	
SIGNING SHOP DRAWINGS		0.50		4.00	2.00	
PAVEMENT MARKING DESIGN		0.50	2.00	4.00	4.00	
RRFB'S PRELIM DESIGN/DETAILS		0.00	0.00	0.00	0.00	
LIGHTING PHOTOMETRIC DESIGN			0.00	0.00	0.00	
LIGHTING PLAN SHEETS		0.00	0.00	0.00	0.00	
LIGHTING DETAIL SHEETS				0.00	0.00	
LIGHTING TABLES				0.00	0.00	
SERVICE POINT COORDINATION & CABLING CALLOUTS		0.00	0.00	0.00	0.00	
PRELIMINARY SIGN LAYOUT			2.00	2.00	4.00	
MISCELLANEOUS DETAIL SHEETS			1.00	2.00	2.00	
MAINTENANCE OF TRAFFIC - CLOSURE+PHASED	0.50	2.00	6.00	12.00	6.00	
PRELIMINARY QUANTITIES		2.00	4.00	8.00	4.00	

MANHOOR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: ROAD DESIGN & PLANS - USA PARKWAY CORRIDOR						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
QUALITY ASSURANCE	0.50	2.00	1.00			
PFC MEETING						
SCHEDULE PFC MEETING		2.00		1.00		
DISTRIBUTION OF PLANS		1.00		2.00	4.00	
PRELIMINARY FIELD CHECK	2.00	2.00	2.00			
MINUTES & FOLLOW-UP DISCUSSIONS	0.50	2.00	4.00		1.00	
FINALIZE PLANS FOR RIGHT OF WAY	0.50	1.00	4.00	6.00	2.00	
QUALITY ASSURANCE	1.00	4.00	2.00		0.00	
FINAL PLANS DESIGN						
ANSWER PREVIOUS COMMENTS	0.50	1.00	2.00	4.00	2.00	
FINALIZE TYPICAL SECTIONS			1.00	4.00	2.00	
PLAT NO. 1			2.00	4.00	2.00	
PLAN UPDATES		1.00	4.00	12.00	8.00	
PROFILE UPDATES		1.00	2.00	4.00	2.00	
FINALIZE CORRIDOR		1.00	4.00	4.00		
FINAL PLAN DRAFTING	0.00	1.00	2.00	2.00	1.00	
FINAL PROFILE DRAFTING		1.00	2.00	4.00	2.00	
FINAL ROUNDABOUT LAYOUT	0.00	0.00	0.00	0.00	0.00	
DRAINAGE DETAILING		1.00	4.00	6.00	4.00	
DRIVEWAY AND APPROACH DETAILS		0.00	2.00	4.00	1.00	
APPROACH TABLE			1.00	2.00	1.00	
DESIGN CALCULATIONS	0.50	2.00	4.00	8.00	4.00	
FINAL CROSS SECTIONS		0.50	1.00	4.00	6.00	
GEOMETRIC TIE-INS		0.00	1.00	4.00	2.00	
FINALIZE ADA DESIGN	0.50	1.00	2.00	8.00	6.00	
FINALIZE SPOT ELEVATIONS	0.00	0.50	2.00	4.00	8.00	
FINAL TRAIL DESIGN		1.00	2.00	1.00	1.00	
MISCELLANEOUS DETAIL SHEETS		0.00	2.00	6.00	2.00	
MISCELLANEOUS TABLES			1.00	4.00	2.00	
FINAL UNDERDRAIN DESIGN		0.50	1.00	8.00	4.00	
SIGHT DISTANCE EXHIBITS			1.00	6.00	2.00	
EARTHWORK COMPUTATIONS		1.00	4.00	4.00	2.00	
QUANTITY CALCULATIONS	0.50	1.00	8.00	4.00	8.00	
COST ESTIMATE	0.50	1.00	4.00	4.00	0.00	
SPECIAL PROVISIONS	0.50	2.00	2.00	4.00	2.00	
QUALITY ASSURANCE	1.00	4.00	2.00		0.00	
TRAFFIC/MOT FINAL DESIGN						
UNIQUE SHOP DRAWINGS	0.00	0.00	2.00	2.00	2.00	
FINALIZE SIGN DETAILS		0.00	2.00	4.00	2.00	
UPDATE TABLES			1.00	2.00	4.00	
FINAL PAVEMENT MARKINGS		0.00	1.00	4.00	2.00	
RRFB'S FINAL DESIGN/DETAILS		0.00	0.00	0.00	0.00	
UPDATE LIGHTING PHOTOMETRICS		0.00	0.00	0.00	0.00	
FINAL LIGHTING PLANS			0.00	0.00	0.00	
FINAL LIGHTING TABLES				0.00	0.00	
VOLTAGE DROP CALCULATIONS		1.00		0.00	0.00	
FINAL CABLING			0.00	0.00	0.00	
PROPRIETARY MATERIAL DOCUMENTATION		0.00	0.00			
UPDATE MOT - CLOSURE+PHASED	0.50	2.00	6.00	8.00	4.00	

MANHOOR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: ROAD DESIGN & PLANS - USA PARKWAY CORRIDOR						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
FINALIZE QUANTITIES		2.00	4.00	6.00	4.00	
SPECIAL PROVISIONS	0.50	2.00	2.00	2.00		
QUALITY ASSURANCE	0.50	2.00	1.00			
FINAL TRACINGS						
DESIGN REVISIONS FROM R/W SETTLEMENTS	0.50	1.00	4.00	2.00	4.00	
ANSWER CITY COMMENTS	0.50	2.00	4.00	8.00	4.00	
FINAL PLAN REVISIONS	0.00	4.00	2.00	8.00	4.00	
FINALIZE TABLES/DETAILS		0.00	1.00	4.00	4.00	
FINAL CIB	2.00	8.00	8.00	8.00		
FINAL QUANTITIES	1.00	2.00	4.00	2.00		
FINAL SPECIAL PROVISIONS	1.00	2.00	4.00	2.00		
FINAL PLAN REVIEW	1.00	2.00	1.00			
QUALITY ASSURANCE	1.00	1.00	2.00		0.00	
BIDDING PHASE SERVICES						
CONTRACT BUNDLING		0.00				
COORD BIDDING DOCUMENTS ON CITY VENDOR SITE		1.00	2.00		2.00	
ATTEND PRE-BID MEETING	0.00	0.00				
CONTRACTOR QUESTIONS		1.00	4.00	2.00	4.00	
PLANS/CIB REVISIONS, ADDENDUM		2.00	4.00	4.00	4.00	
ATTEND BID OPENING	1.00	1.00				
EVALUATE BIDS & RECOMMENDATION	0.50	2.00	2.00			
COORDINATE FOR BPWS APPROVALS	0.50	1.00				
TOTAL HOURS	25.50	119.00	235.00	374.00	256.00	1,009.50
BILLING RATE (WEIGHTED)	\$ 305.00	\$ 260.00	\$ 205.00	\$ 165.00	\$ 140.00	
TOTAL DIRECT LABOR	\$ 7,777.50	\$ 30,940.00	\$ 48,175.00	\$ 61,710.00	\$ 35,840.00	\$ 184,442.50
DIRECT COST						\$ 333.75
TOTAL						\$ 184,776.25
TOTAL NOT TO EXCEED FEE						\$ 184,770.00
DIRECT COST SUMMARY						
SITE	3	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 50.25
CITY HALL	2	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 33.50
MISCELLANEOUS, ADVERTISING, PERMIT FEES, PAPER & PRINTING						\$ 250.00
						\$ 333.75

MANHOOR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: DRAINAGE DESIGN & PLAN DEVELOPMENT						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
PRELIMINARY DESIGN/PFC DESIGN						
GATHER LIDAR/FOLD INTO SURVEY		0.50	2.00	2.00	4.00	
EXISTING DATA, FIS, RAINFALL DATA		1.00	2.00	4.00	4.00	
SITE VISIT		0.00	0.00			
HYDROLOGIC ANALYSIS		1.00	8.00	2.00	2.00	
INLET SPACING		1.00	4.00	2.00	0.00	
OUTLET IDENTIFICATION AND ANALYSIS		1.00	4.00	8.00	2.00	
LEGAL DRAIN COORDINATION	0.50	1.00	4.00		0.00	
HYDRAULIC MODEL FOR DETENTION NEEDS		0.50	8.00	4.00	6.00	
HYDRAULIC MODEL FOR STORM SEWER DESIGN		0.50	12.00	6.00	4.00	
REVIEW POTENTIAL UTILITY CONFLICTS		2.00	4.00		0.00	
PLAN SHEET DETAILS		2.00	4.00	4.00	4.00	
PROFILE SHEET DETAILS		1.00	4.00	8.00	4.00	
PRELIM DRAINAGE REPORT	1.00	1.00	12.00	4.00	6.00	
STRUCTURE DATA SHEET		0.50	2.00	2.00	2.00	
QUALITY ASSURANCE (WITH ROADWAY)		0.00	0.00		0.00	
PFC MEETING						
SEE ROAD DESIGN EFFORT		0.00	0.00	0.00	0.00	
FINAL PLANS DESIGN						
ANSWER PREVIOUS COMMENTS	0.50	0.50	1.00	6.00	0.00	
PLAN UPDATES		0.50	1.00	4.00	4.00	
PROFILE UPDATES		0.50	1.00	4.00	4.00	
FINAL PLAN DRAFTING		0.50	1.00	4.00	8.00	
FINAL PROFILE DRAFTING		0.00	1.00	2.00	8.00	
FINAL HYDRAULIC MODEL FOR DETENTION NEEDS		1.00	8.00	2.00	2.00	
FINAL HYDRAULIC MODEL FOR STORM SEWER DESIGN		1.00	12.00	2.00	2.00	
FINAL DRAINAGE REPORT	0.50	1.00	6.00	8.00	2.00	
MISCELLANEOUS DETAIL SHEETS		0.00	2.00	1.00	1.00	
MISCELLANEOUS TABLES			1.00	2.00	1.00	
SPECIAL PROVISIONS	0.00	1.00	4.00	1.00		
QUALITY ASSURANCE (WITH ROADWAY)		0.00	0.00		0.00	
TOTAL HOURS	2.50	19.00	108.00	82.00	70.00	281.50
BILLING RATE (WEIGHTED)	\$ 305.00	\$ 260.00	\$ 205.00	\$ 165.00	\$ 140.00	
TOTAL DIRECT LABOR	\$ 762.50	\$ 4,940.00	\$ 22,140.00	\$ 13,530.00	\$ 9,800.00	\$ 51,172.50
DIRECT COST						\$ 266.75
TOTAL						\$ 51,439.25
TOTAL NOT TO EXCEED FEE						\$ 51,430.00
DIRECT COST SUMMARY						
SITE	1	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 16.75
CITY HALL	0	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ -
MISCELLANEOUS, ADVERTISING, PERMIT FEES, PAPER & PRINTING						\$ 250.00
						\$ 266.75

MANHOUR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: WATERWAY PERMITTING						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
CONSTRUCTION STORMWATER GENERAL PERMIT						
PAPERWORK FOR COUNTY SOIL & WATER		0.50	4.00	6.00		
MAPS & EXHIBITS		0.50	2.00		4.00	
EROSION CONTROL DETAILS		0.50	2.00	4.00	4.00	
BMP DESIGN			4.00	8.00	8.00	
O & M MANUAL		0.50		4.00		
ANSWER SOIL & WATER COMMENTS		1.00	4.00	2.00		
FINAL CSGP PAPERWORK/WEBSITE SUBMITTAL		0.50	2.00	4.00	2.00	
ADVERTISEMENT/PUBLICATION		0.50			2.00	
FINAL EROSION CONTROL DETAILS				2.00	2.00	
HAMILTON COUNTY DRAINAGE BOARD PERMITS						
PAPERWORK FOR PERMITS		0.50	3.00	6.00		
CALCULATIONS & EXHIBITS		0.50	6.00	2.00	8.00	
PERMIT COORDINATION WITH DRAINAGE BOARD		1.00	4.00		4.00	
HYDRAULIC CALCS/MEMO		1.00	4.00	4.00		
ADDRESS AGENCY COMMENTS		0.50	4.00	2.00		
FINALIZE PERMIT EXHIBITS		0.50	2.00	4.00	4.00	
FINALIZE PLAN DETAILS FROM PERMIT APPROVALS		0.50	4.00	2.00		
TOTAL HOURS	0.00	8.50	45.00	50.00	38.00	141.50
BILLING RATE (WEIGHTED)	\$ 305.00	\$ 260.00	\$ 205.00	\$ 165.00	\$ 140.00	
TOTAL DIRECT LABOR	\$ -	\$ 2,210.00	\$ 9,225.00	\$ 8,250.00	\$ 5,320.00	\$ 25,005.00
DIRECT COST						\$ 1,016.75
TOTAL						\$ 26,021.75
TOTAL NOT TO EXCEED FEE						\$ 26,020.00
DIRECT COST SUMMARY						
SITE	1	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 16.75
CITY HALL	0	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ -
MISCELLANEOUS, PAPER & PRINTING						\$ 1,000.00
						\$ 1,016.75

MANHOOR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: UTILITY COORDINATION						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
UTILITY COORDINATION						
INITIAL NOTICES		0.50		4.00	1.00	
UTILITY COORDINATION MEETING		2.00		2.00		
UPDATE UTILITY LOCATIONS IN PLANS		1.00	4.00	4.00	2.00	
CONFLICT IDENTIFICATION		0.50	4.00	4.00	2.00	
COORDINATE CONFLICTS WITH UTILITIES		0.50		4.00	2.00	
PLAN REVISIONS TO MINIMIZE IMPACTS		1.00	4.00	2.00	4.00	
RELOCATION PLANS REQUESTS		0.50		4.00	2.00	
REVIEW & APPROVE RELOCATION PLANS	0.50	1.00	4.00	4.00		
COORDINATE APPROVALS/PERMITS	0.50	1.00	2.00	4.00		
COORDINATE RELOCATION SCHEDULES		1.00	2.00	6.00		
FIELD INVESTIGATION WITH UTILITIES		2.00		4.00		
COORDINATE W/ R/W & EASEMENTS		1.00	4.00	8.00	8.00	
UTILITY 107-R SPEC FOR CONTRACT DOCS		1.00		4.00		
UTILITY GANNT CHART		1.00	1.00	4.00		
TOTAL HOURS	1.00	14.00	25.00	58.00	21.00	119.00
BILLING RATE (WEIGHTED)	\$ 305.00	\$ 260.00	\$ 205.00	\$ 165.00	\$ 140.00	
TOTAL DIRECT LABOR	\$ 305.00	\$ 3,640.00	\$ 5,125.00	\$ 9,570.00	\$ 2,940.00	\$ 21,580.00
DIRECT COST						\$ 200.50
TOTAL						\$ 21,780.50
TOTAL NOT TO EXCEED FEE						\$ 21,780.00
DIRECT COST SUMMARY						
SITE	6	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 100.50
CITY HALL	0	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ -
MISCELLANEOUS, PAPER & PRINTING						\$ 100.00
						\$ 200.50

MANHOUR JUSTIFICATION						
PROJECT: USA PARKWAY WIDENING FROM 106TH STREET TO IKEA WAY						
CLIENT: CITY OF FISHERS						
TASK: CONSTRUCTION PHASE/POST-BID SERVICES						10/24/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
POST-BID SERVICES						
ATTEND PRECONSTRUCTION MEETING	0.00	2.00	2.00			
RESPOND TO RFIs	0.00	4.00	2.00		2.00	
PROGRESS MEETING ATTENDANCE	0.00	4.00	2.00			
UTILITY MEETING ATTENDANCE	0.00	1.00	1.00			
CONTRACTOR COORDINATION	0.00	2.00	1.00			
COORDINATION WITH CITY CONSTRUCTION INSPECTOR		4.00	0.00			
MISCELLANEOUS MEETINGS		2.00	1.00			
INSPECTION SUPPORT	0.00	1.00				
TOTAL HOURS	0.00	20.00	9.00	0.00	2.00	31.00
BILLING RATE (WEIGHTED)	\$ 305.00	\$ 260.00	\$ 205.00	\$ 165.00	\$ 140.00	
TOTAL DIRECT LABOR	\$ -	\$ 5,200.00	\$ 1,845.00	\$ -	\$ 280.00	\$ 7,325.00
DIRECT COST						\$ 100.50
TOTAL						\$ 7,425.50
TOTAL NOT TO EXCEED FEE						\$ 7,420.00
DIRECT COST SUMMARY						
SITE	4	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 67.00
CITY HALL	2	TRIPS @	25.00	MILES @	\$ 0.67	PER MILE \$ 33.50
MISCELLANEOUS, ADVERTISING, PAPER & PRINTING						\$ -
						\$ 100.50

Alexander Surveying, LLC.

1593 N. Co. Rd. 600 E.
Avon Indiana, 46123
Phone 317-440-1199

October 23, 2025

A&F Engineering
Jeff Hill P.E.
8365 Keystone Crossing
Suite 201
Indianapolis, In. 46240

PROPOSAL

RE: Topographic/Route Survey for USA Parkway from 106th Street to 400' feet north of USA Drive.

Topographic/Route Survey to begin at the North Side of existing RAB (USA/Lantern/106th) then 2,100 feet along USA Parkway to 400 feet north of USA Drive. Survey width will be 65 feet each side per Exhibit provided.

- All topographic features will be located within said Survey Limits.
 - Individual trees will only be located in lawn areas within survey limits. All other areas will be designated as woods or tree rows.
 - Route Survey Plat will be prepared and recorded.
 - Data will be provided in the form of an ASCII points file, Autocad drawing file showing topographic features, contours, and TIN. A text file giving a listing of topographic features by station and offset will also be provided.
- Estimated delivery to be 3 to 6 weeks upon notice to proceed.

TOTAL:

\$31,500.00

Additional services provided at hourly rates:
\$200.00 per field crew hour.
\$150.00 drafting and research

Jeff Hill P.E. A & F Engineering, Inc.



Rick L. Alexander P.S.



Z:\2025\25001-CITY OF FISHERS, MONTHLY\USA PKWY EXHIBIT.DWG, EXHIBIT-2.DWG


A&F ENGINEERING
 Transportation & Site Engineering
 Creating Order Since 1966
 8365 Keystone Crossing, Suite 201, Indianapolis, IN. 46240 (317) 202-0864

PRELIMINARY - NOT FOR CONSTRUCTION

RECOMMENDED FOR APPROVAL _____	DESIGN ENGINEER _____	DATE XX/XX/2025
DESIGNED: MIK	DRAWN: MIK	
CHECKED: JAH	CHECKED: JAH	

CITY OF FISHERS
USA PKWY

HORIZONTAL SCALE 1" = 100'	BRIDGE FILE N/A
VERTICAL SCALE N/A	DESIGNATION --
SHEETS	
XX	of XX
CONTRACT --	



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

MEETING DATE	November 25, 2025	RESOLUTION NO.	R112525E
TITLE OF AGENDA ITEM	Request to Approve Agreement with A&F Engineering Co. LLC (Fishers Event Center Traffic Analysis)		
PRESENTER/DEPARTMENT	Hatem Mekky / Engineering Department		
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 	<p>The purpose of this corridor analysis is to determine how the future development will affect the roadway system surrounding the Fishers Event Center.</p> <p>Estimate future generated traffic volumes that will be developed from the proposed land uses within the study area.</p> <p>Add the existing traffic volumes to generated traffic volumes to calculate total future traffic volumes within the study area.</p> <p>Prepare a report documenting all data collection, study findings, and recommendations for safe and efficient flow within the study area.</p> <p>The study area includes:</p> <ol style="list-style-type: none"> a. 116th Street & USA Parkway b. 116th Street & Ikea Way c. 106th Street & Lantern Road d. USA Parkway & Ikea Way e. USA Parkway & Roundabout f. Lantern Road & USA Drive 		
EXPENDITURE \$	98,680		
BUDGETED \$	2,000,000 (Design & Construction 2026 budget)		
PUBLIC HEARING REQUIRED	<input type="checkbox"/> Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	<input type="checkbox"/> Yes		
<p>CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)</p>	<input checked="" type="checkbox"/> Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 <input type="checkbox"/> Contract or Agreement – Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	<input type="checkbox"/> Document must be recorded with the County Recorder’s Office by the City <input checked="" type="checkbox"/> Document does not need recorded with the County Recorder’s Office by the City		<input type="checkbox"/> Document will be recorded by another party. Who is recording the document? <hr style="width: 100%;"/>
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller’s Office Approval:	RIF This is from our 2026 Budget	

RESOLUTION NO. R112525E

RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS AND SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT WITH A&F ENGINEERING CO, LLC FOR FISHERS EVENT CENTER TRAFFIC ANALYSIS

WHEREAS, the City of Fishers, Indiana (“City”) recently completed and began operations at the Fishers Event Center;

WHEREAS, the City desires to determine how future development of the areas around the Fishers Event Center may impact traffic in the immediate and surrounding areas and so believes a traffic analysis is warranted (the “Project”);

WHEREAS, the City desires to obtain professional engineering services from A&F Engineering Co., LLC (“Consultant”) for the Project; and

WHEREAS, the Consultant 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 is authorized to execute an agreement substantially similar to 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 November 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

LOCAL FUNDED
ENGINEERING AGREEMENT

THIS AGREEMENT is made and entered into _____, 2025, by and between _____ **City of Fishers** _____, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

A&F Engineering Co., LLC

hereinafter referred to as the "CONSULTANT".

WITNESSETH

=====

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the engineering services for the project hereinafter described and,

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services for the project hereinafter described and,

WHEREAS, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Fishers Event Center Traffic Analysis

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", which is attached to this Agreement, and incorporated herein by reference.

Section II Information and Service to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt

of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice to Proceed on all or part of the work included in this Agreement subject to available funding.

Section IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V General Provisions

1. Work Office

CONSULTANT shall perform the work under this Agreement at the following office(s):
A&F Engineering Co., LLC, 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240

2. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

3. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense.

4. Access to Records

Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY.

5. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will exercise

customary professional skill and care in its efforts to comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain and pay for all permits that are applicable to the entry into and the performance of this Agreement.

6. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees and agents on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and agents and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees and/or agents arising out of an accident or incident which may occur incidental to the construction of the project. CONSULTANT will be responsible in full or in part for the actions of the contractor which are the direct result of the CONSULTANT'S or the consultant's agents' action, direction, or approval. In such case the CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against any claim or liability due to the negligence of the consultant, including attorneys' fees.

CONSULTANT shall be knowledgeable and fully informed of all national and state laws and all municipal ordinances and regulations in effect as of the time of the contract affecting the work or performance under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against any claim or liability, including attorney's fees, arising from or based on the negligent or willful violation by the CONSULTANT of any such laws, regulations or ordinances.

Consultant shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

CONSULTANT shall be responsible for all damage to life, property and consultant's work caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY, and any employees of it from and against all claims damages, losses, liabilities, and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the negligent performance of the services under this contract, to the extent that such claim, damage, loss or expense is caused in whole or in part by the CONSULTANT, his

subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

**City of Fishers
Attn: Director of Engineering
One Municipal Drive
Fishers, IN 46038**

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

7. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law, specifically including coverage for the State of Indiana. This agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) The CONSULTANT shall maintain a Comprehensive General Liability form of Insurance with personal injury of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence with property damage liability limits of Five Hundred Thousand Dollars

(\$500,000).

The policy shall include LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability on a "blanket" basis to cover the operations of any subcontractors. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the Agreement and this shall appear on the certificate. The LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability policy shall be written with a limit of One Million Dollars (\$1,000,000).

- (C) The CONSULTANT shall maintain a comprehensive automobile form of insurance with personal injury liability limits of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons with any occurrence. Property damage liability insurance shall be maintained with limits of not less than One Million Dollars (\$1,000,000) for any one occurrence. This coverage may be provided either as a separate policy or as a part of the comprehensive general liability form of policy described previously. The automobile insurance must include coverage for all owned, non-owned and hired vehicles.

8. Not Used

9. Changes in Work

In the event of the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

10. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. CONSULTANT understands, however, that LOCAL PUBLIC AGENCY allowing CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

11. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement for any reason upon written notice.

If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings,

specifications, computer files in a format acceptable to the Local Public Agency and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimates of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this contract, then the contract is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this contract, this contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when notice is deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed, but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, computer files in a format acceptable to the Local Public Agency and data pertaining to the project, prepared under the terms or in fulfillment of this contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damages it may sustain by reason thereof.

12. Responsibility of the CONSULTANT

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, inspections, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, upon written notice to the

CONSULTANT and upon mutual agreement between the parties, without additional compensation, correct or revise any errors in its designs, inspections, drawings, specifications, and other services if the errors resulted, independently of all other causes, from negligence of the CONSULTANT.

Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract. Any construction costs, legal fees and administrative costs incurred by the LOCAL PUBLIC AGENCY due to negligent performance or errors in design by the CONSULTANT shall be paid by the CONSULTANT.

13. Non-Discrimination

The CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Agreement.

14. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY, nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the consent of the other.

15. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

17. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

**City of Fishers
Director of Engineering
One Municipal Drive
Fishers, IN 46038**

CONSULTANT:

A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, IN 46240


IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

LOCAL PUBLIC AGENCY


A&F Engineering Co., LLC
(Typed Firm Name)

City of Fishers,
in Hamilton County, Indiana

BY: 
(Signature)

BY: _____
Scott Fadness – Mayor

Steven J. Fehribach – President
(Typed Name & Title)

BY: 
(Signature)

R. Matt Brown – Vice President
(Typed Name & Title)

DATE: _____

(Form approved by the Attorney General).

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the face of the agreement.

_____ A&F Engineering Co., LLC _____
(Firm Name)

_____ 8365 Keystone Crossing, Suite 201 _____
Indianapolis, IN 46240 _____
(Firm Address)

(Signature)

(Print or type name)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

_____ Amanda Leigh Yater _____
(Print or typed Name)

My Commission Expires: 2/13/22

APPENDIX "A"

Services by CONSULTANT:

Purpose:

The purpose of this corridor analysis is to determine how the future development will affect the roadway system surrounding the Fishers Event Center.

Study Area:

The study area will include the following intersections and corridors:

Scope of Services:

1. Conduct 24-hour weekday and weekend traffic counts at the following study intersections:
 - a. 116th Street & USA Parkway
 - b. 116th Street & Ikea Way
 - c. 106th Street & Lantern Road
 - d. USA Parkway & Ikea Way
 - e. USA Parkway & Roundabout
 - f. Lantern Road & USA Drive
2. Conduct 24-hour weekday and weekend counts on the following roadway segments,
 - a. USA Parkway from 116th Street to Ikea Way
 - b. Ikea Way from 116th Street to USA Parkway
 - c. USA Parkway from Ikea Way to Roundabout
 - d. USA Parkway Roundabout to USA Drive
 - e. Lantern Road from USA Drive to 106th Street
3. Estimate future generated traffic volumes that will be developed from the proposed land uses within the study area.
4. Add the existing traffic volumes to generated traffic volumes to calculate total future traffic volumes within the study area.
5. Determine the functional characteristics of each study intersection and roadway segment. Level of Service and queue length will be calculated.
6. Review travel time through the study area. This will be conducted during the PM peak hour as well as when event traffic is entering the site.
7. Review proposed parking within the proposed development. This will be done with respect to the possibility of gated roadways.
8. Review the existing entrance and exit characteristics of the event center during a scheduled event. This will be conducted using vehicle recognition cameras at the access points and internal parking areas.
9. Prepare a report documenting all data collection, study findings, and recommendations for safe and efficient flow within the study area.

APPENDIX "B"

Information and Services to be furnished by LOCAL PUBLIC AGENCY:

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and the CONSULTANT.

APPENDIX "C"

Schedule:

All work by the CONSULTANT under this Agreement shall be completed and delivered to the LOCAL PUBLIC AGENCY for review and approval, if required, within the following time periods; exclusive of the LOCAL PUBLIC AGENCY'S review time.

- | | |
|-----------------------|---|
| A. Data Collection | 30 Calendar Days after Notice to Proceed |
| B. Preliminary Report | 70 Calendar Days after Data Collection is Complete |
| C. Final Report | 10 Calendar Days after Preliminary Report is Reviewed |

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment per the hourly rate schedule below for the work performed under this Agreement with the total fee not to exceed \$98,680.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The fees to provide additional services, if required, will be billed on the basis of an hourly rate as shown in the hourly rate schedule. However, a lump sum or maximum fee will be offered if the scope of work for any additional services can be defined.
3. Hourly Rate Schedule:

a. Principal	\$300.00
b. Project Manager	\$295.00
c. Traffic Engineer	\$125.00
d. Roadway Design Engineer	\$180.00
e. CADD Tech	\$140.00
f. Traffic Counter	\$110.00

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 9 (changes in work) of the General Provisions, set out in this Agreement.



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
BACKGROUND <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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 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: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. R112525F

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING SUPPLEMENTAL AGREEMENT NO. 1 WITH VS
ENGINEERING (9⁶TH & CYNTHEANNE ROAD)**

WHEREAS, on or around August 9, 2022, as Resolution No. R080922A, the City of Fishers, Hamilton County, Indiana (“City”) entered into a certain professional services agreement (“Agreement”) with VS Engineering (“Engineer”) for a one-lane roundabout at 96th Street and Cyntheanne Road (the “Project”);

WHEREAS, the parties now desire to amend the Agreement to provide for additional compensation for additional design and coordination work to be performed, all as further described in that certain Supplemental No. 1 to Professional Services Agreement (“Supplemental No. 1”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to approve Supplement No. 1.

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 Supplement No. 1 attached hereto as Exhibit A, and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor and/or Director of Engineering to execute Supplement No. 1, 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 this 25th day of November, 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

October 29, 2025

Hatem Mekky
Director of Engineering
City of Fishers
1 Municipal Drive
Fishers, IN 46038

**Re: Intersection Improvement Project at 96th and Cyntheanne Rd
Supplemental #1 – Additional Professional Services**

Dear Mr. Mekky:

VS Engineering, Inc. (VS) proposes supplemental #1 to our design services contract with the City of Fishers for the construction of a roundabout at the intersection of 96th and Cyntheanne Road approved and executed on August 9, 2022. Please find below the justification for additional fees associated with the increased levels of effort and scope of services being provided:

ADDITIONAL PROFESSIONAL SERVICES

Higher than anticipated complexity and level of effort for Design (Project Management, Drainage, and Lighting) and Utility Coordination services.

- Helm’s Mill Development Coordination and Redesigns
 - Originally scoped project involved coordination with the planned Rivendell Development in the SW quadrant of the intersection.
 - Coordinated with City during the PFC meeting on how to proceed if Rivendell Development didn’t happen. Direction was to revise the design such that the construction limits and R/W was only what was needed for the project.
 - Informed in the fall of 2023 that a new development (Helms Mill) was planned for the SW quadrant of the intersection.
 - Coordinated with Helms Mill and Hancock County over a series of meetings in Oct 2023 on how to incorporate the development into the project’s design.
- Hancock County Surveyor/Regulated Drain Coordination, Easement and Redesigns
 - Main element coming out of the meetings with Helms Mill and Hancock County was the proposed daylighting of the County’s existing 18” legal drain.
 - Upsized and rerouted 48” x 76” squashed pipe to 6’ x 4’ box culvert to accommodate daylighting in to developments 2 stage ditch.
 - Lowered and rerouted ditch in SE quadrant of intersection.
- Duke Energy Transmission line Reimbursement Agreement.
 - During scoping of project, it was defined that the design was to be such that it did not require the relocation of Duke’s recently constructed Transmission line in the NW quadrant as it was reimbursable.

- While the design does not require the relocation of any Duke NW quadrant Transmission line poles, impacts to connected distribution poles in the quadrant which were unavoidable resulted in the need to revise the eastern most poles connection hardware which is reimbursable and resulted in significant coordination.
- Duke Energy Lighting coordination efforts
 - Duke’s easement for their transmission line states “The Grantor covenants and agrees that no buildings or other permanent structures shall be allowed in the Easement Area without Grantee’s prior written consent which may be granted or withheld in Grantee’s sole and absolute discretion.”
 - Coordinated with City and Duke on development of a lighting design that provides safe and adequate lighting for the intersection while meeting Duke’s easement requirements.
- Duke Energy and Ninestar utility coordination efforts.
 - Instituted bi-weekly utility status summary emails to ensure entities are talking to each other, and get necessary approvals.

Utility Coordination

Readily definable logged time associated with the extension of services beyond the original bid is summarized below. Copies of these hours are attached.

Time Extension (12/3/24 – Present)	65 hrs	\$7,996
------------------------------------	--------	---------

Utility Coordination Construction Staking

Perform staking of proposed elements of the project to aid Utilities in the relocation of their facilities. VS shall stake the following elements on a per unit basis for utilities who have coordinated the elements to be staked and have signed a release for. The release form covers the utilities responsibility to maintain the staked information for other utilities, and indemnifies VS from future claims by the utilities.

CONTRACT ADJUSTMENTS

Adjustments to the Permitting and R/W to match the services rendered.

- Rework of R/W Engineering on two parcels associated with Development, County Drainage Easement adjustments.
- Upon field investigation and regulatory coordination, it was determined that IDEM 401 / USACE 404 permits where not required.
- Recording of R/W documents was handled by the City.
- Reducing the amount of Contingency to one unit to cover costs associated with the second on parcel 2.

FEE SUMMARY

LUMP SUM ITEMS	CURRENT CONTRACT	AMENDMENT	NEW CONTRACT
Topographic Survey Data Collection	\$30,000		\$30,000
Traffic Study	\$5,000		\$5,000
Environmental Analysis	\$14,200		\$14,200
Design	\$204,900	\$29,100	\$234,000
- Project Administration \$10,500			
- Road \$162,200			
- Drainage \$17,700			
- Lighting \$9,100			
- Center Island \$5,400			
Bidding & Negotiation	\$4,600		\$4,600
Utility Coordination	\$22,700	\$8,000	\$30,700
Permitting	\$23,800	-\$6,320	\$17,480
- IDEM Stormwater Permit (Rule 5) \$6,900			
- Hancock County Drain Permit \$4,500			
- Hamilton County Drain Permit \$4,500			
- IDEM 401 / USACE 404 Permits \$7,900			
SUB-TOTAL	\$305,200	\$30,780	\$335,980

UNIT PRICE ITEMS	UNITS	UNIT COST	CURRENT CONTRACT	AMENDMENT	NEW CONTRACT
T&E Reports	2	\$640	\$1,280		\$1,280
R/W Engineering	4	\$2,750	\$5,500	\$5,500	\$11,000
R/W Staking	2	\$770	\$1,540		\$1,540
R/W Management	2	\$1,275	\$2,550		\$2,550
APA	2	\$260	\$520		\$520
Appraisal	2	\$4,650	\$9,300		\$9,300
Review Appraisal	2	\$2,225	\$4,450		\$4,450
Contingency	1	\$800	\$4,840	-\$4,040	\$800
Buying / Negotiation	2	\$2,075	\$4,150		\$4,150
Recording of R/W Documents	2	\$300	\$600	-\$600	\$0
Utility Coord. Construct Staking	1	\$6,800		\$6,800	\$6,800
SUB-TOTAL			\$34,730	\$7,660	\$42,390

HOURLY FEE ITEMS	CURRENT CONTRACT	AMENDMENT	NEW CONTRACT
Construction Administration	\$10,000		\$10,000
SUB-TOTAL	\$10,000		\$10,000

TOTAL FEE	\$349,930	\$38,440	\$388,370
------------------	------------------	-----------------	------------------

Based on the scope of work detailed herein, VS is requesting an increase of \$38,440, changing the contract total from \$349,930 to \$388,370.

Any services provided by VS beyond those specified will be considered additional services and will only be conducted under written Notice to Proceed by the City of Fishers.

**CITY OF FISHERS
BOARD OF PUBLIC WORKS AND SAFETY**

By: _____
Scott Fadness, Mayor

VS ENGINEERING, INC.

By: Sanjay B. Patel
Sanjay B. Patel, P.E., President

10/29/2025
(Date)

By: Christopher L. Waidner
Christopher L. Waidner, P.E., Indiana
Transportation Director

10/29/2025
(Date)



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

MEETING DATE	11/25/25	RESOLUTION NO.	R112525G
TITLE OF AGENDA ITEM	Request to Approve Purchase of Replacement Engines for Boston Whaler		
PRESENTER/DEPARTMENT	Tabatha Miller/ Fleet Management		
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 	<p>The Department of Fleet Management is requesting authorization to purchase new engines for the City-owned Boston Whaler boat jointly utilized by the Fishers Police Department and the Fishers Fire Department. The current engines have reached the end of their expected service life. Maintenance costs have increased significantly, and further repairs are no longer a cost-effective or reliable option.</p>		
EXPENDITURE \$	\$56,405.00		
BUDGETED \$	\$56,405.00		
PUBLIC HEARING REQUIRED	<input type="checkbox"/> Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	<input type="checkbox"/> Yes		
<p>CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)</p>	<input type="checkbox"/> Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 <input type="checkbox"/> Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	<input type="checkbox"/> Document must be recorded with the County Recorder's Office by the BPW&S Clerk. <input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.		<input type="checkbox"/> Document will be recorded by another party. Name of person or entity recording the document: <hr style="width: 100%;"/>
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		2026 Fleet Capital Budget

RESOLUTION NO. R112525G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS
& SAFETY APPROVING QUOTE FOR PURCHASE OF REPLACEMENT ENGINES
FOR BOSTON WHALER**

WHEREAS, the City of Fishers, Indiana (“City”), seeks to purchase two (2) Engine Replacements for its Police Department (“Engines”);

WHEREAS, the City solicited quotes for the Project in accordance with Ind. Code §5-22-8-1 *et seq.*, the City received three (3) responses, which are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to award the quote to the lowest responsible and responsive bidder, Geist Marina, in the amount of Fifty-Six Thousand Four Hundred Five Dollars and 00/100 (\$56,405.00).

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 awards quote for the Project to Geist Marina, in the total amount not to exceed \$56,405.00.
- Section 2.** 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 November 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

Geist Marina
 11695 Fall Creek Road
 Indianapolis, IN 46256
 (317) 849-8455

02323 Fishers Police & Fire Dep
 Fleet Mgmt. - 7228 Pymbro
 Fishers, IN 46038

WORK ORDER # : 553363
 Start Date : 10/28/25
 Complete :
 Engine : 003866
 Boat Location :
 IN # :

(H) () (W) (317) 595-3200

Job Code	Job Description	Part #	Description	Qty	Each Price	Extension
5805	ENGINE REMOVE AND REPLACE	12500051A	250 HP VERADO	1.00	26,000.00	26,000.00
		12500059A	250HP VERADO CR	1.00	30,405.00	30,405.00

Parts : 56,405.00
 56,405.00

COMMENTS :

WORK ORDER PRICE SUMMARY

Total Parts	56,405.00
Total Labor	0.00
Total Other Chgs.	0.00
Misc. Supplies	0.00
Equipment Charges	0.00
Freight Charges	0.00
Mileage Charges	0.00
Sublet Charges	0.00
Total Other Chgs	0.00
Environ. Charges	0.00
Total Labor Disc	0.00
Total Parts Disc	0.00
Sales Tax	0.00
Total	56,405.00

CHARGE CUSTOMER SUMMARY

Amount Previously Billed	0.00
Payments Received	0.00
Current Charges	
Total Balance Due	0.00

Mercury Marine Verado 250hp 20 in. Electro Hydraulic Steering



Cowtown USA, Inc.
 413 Daniels Rd
 Cuba, Missouri 65453
 573-885-6300
 www.cowtownusainc.com

CUSTOMER Fishers IN Police
DATE 10/28/2025
PRICE \$29,580.00 ea.
SALESPERSON
SIGNATURE

Comments

4-6L V8

For boaters who refuse to compromise, Mercury V8 250 and 300hp Verado® outboards represent the pinnacle of superior outboard design and performance. They deliver exhilarating acceleration and top speed, with the power and reliability to make runs over long distances and choppy water. The Mercury-exclusive Advanced MidSection (AMS) and under-cowl noise management set the standard for smooth, quiet operation, for the ultimate, most satisfying on-water experience.

GENERAL INFORMATION

Manufacturer Mercury Marine
Model Name Verado 250hp 20 in. Electro Hydraulic Steering
Model Code 12500047A
Color Black
Engine Size 4,600 Cubic Centimeter
MSRP \$29,580.00

FEATURES

Features

Recommended fuel - Unleaded Regular 87 Octane Minimum (R+M/2) or 90 RON 10% Ethanol Maximum

Intuitive, Innovative Features

EXCEPTIONALLY SMOOTH & QUIET: The rugged Advanced MidSection (AMS) mounting system cradles the powerhead to isolate vibration, while expert tuning minimizes engine noise and optimizes the sound quality for a more enjoyable boating experience.

EFFORTLESS OPERATION: Digital Throttle & Shift (DTS) controls deliver smooth, quiet shifting and instant throttle response, with zero hesitation. You can further enhance handling and performance with available Electric Steering for multi-engine boats. Whisper-quiet and ultra-responsive, the system consumes less than half the electrical power as electro-hydraulic steering. (Single-engine Electric Steering coming later this year.)

JOYSTICK PILOTING FOR OUTBOARDS: The industry's most advanced Joystick Piloting system makes maneuvering in tight spaces as simple as nudging the joystick whichever direction you want the boat to go. The SmartCraft system takes it from there, providing unparalleled low-speed control for easy, confident docking.

ADAPTIVE SPEED CONTROL: The Adaptive Speed Control (ASC) feature lets you maintain engine rpm despite changes in load or conditions. Climbing large swells is easier. Cruising at low speeds is smoother. Carving out tight turns is effortless. You just point the bow toward your destination, and Verado takes it from there.

ADVANCED SOUND CONTROL: Choose the sound that moves you with the industry-exclusive Advanced Sound Control feature. It lets you toggle between a whisper-quiet exhaust tone or a throatier growl at startup and idle, for those times you truly want to hear the horsepower.

V8 Verado Performance Data

REFINED POWER: V8 Verado outboards generate ample torque from class-leading 4.6L displacement, making easy work of powering your boat out of the hole and on plane, while delivering instant throttle response.

QUIET & SMOOTH: Industry-leading technologies that minimize noise, vibration and harshness ensure that all Verado outboards deliver an unsurpassed boating experience that delights the senses without overpowering them. From idle to cruise to wide-open throttle, V8 Verado outboards are quieter than all other outboards in class.

EXCEPTIONAL FUEL ECONOMY: Verado outboards are calibrated to deliver full performance on 87-octane fuel, with a host of efficiency-enhancing features such as a hydrodynamic gearcase, closed-loop fuel system and Advanced Range Optimization (ARO) that help extend your range on the water.

Verado Advantage

COMFORT: The Mercury-exclusive Advanced MidSection (AMS) isolates the powerhead to deliver a smoother, quieter ride than ever before. It's comfort in a class of its own.

EASY MAINTENANCE: An easy-access door on the top cowl takes the hassle out of routine engine oil checks and fills. Plus, all service points are color-coded to make each task simpler.

DURABILITY: Premium corrosion-preventive technologies and heavy-duty components ensure Verado outboards can stand up to the most demanding marine environments.

EFFICIENCY: Verado outboards deliver superior mpg across every rpm thanks to a host of efficiency-enhancing features that optimize fuel economy.

Maintenance

WARRANTY COVERAGE: Mercury makes world-class marine products backed by world-class warranties.

MAINTENANCE: At Mercury, we make maintenance easy. Learn more about how to keep your Mercury products performing at their peak.

SPECIFICATIONS

ELECTRICAL

Alternator 115A (1,449W) with Idle Charge

ENGINE

Cylinders 8

Engine Type V8
Naturally Aspirated four-stroke
Starting Electric Start

MEASUREMENTS

Power 250 Horsepower

Displacement 4,600 Cubic Centimeter

Shaft Length 20"

Dry Weight 599 lbs

OPERATIONAL

Steering Electro Hydraulic Steering
Digital Throttle & Shift

Mercury Marine Verado 250hp 25 in. Electro Hydraulic Steering Counter Rotation



Shoals Outdoor Sports - Florence
 3516 Florence Blvd
 Florence, Alabama 35634
 (256) 389-8150
www.shoalsoutdoorsportsflorence.com

CUSTOMER _____
 DATE 10/28/2025
 PRICE \$30,405.00 each
 SALESPERSON _____
 SIGNATURE _____

Comments

4.6L V8

For boaters who refuse to compromise, Mercury V8 250 and 300hp Verado® outboards represent the pinnacle of superior outboard design and performance. They deliver exhilarating acceleration and top speed, with the power and reliability to make runs over long distances and choppy water. The Mercury-exclusive Advanced MidSection (AMS) and under-cowl noise management set the standard for smooth, quiet operation, for the ultimate, most satisfying on-water experience.

GENERAL INFORMATION

Manufacturer Mercury Marine
 Model Name Verado 250hp 25 in. Electro Hydraulic Steering Counter Rotation
 Model Code 12500059A
 Color Black
 Engine Size 4,600 Cubic Centimeter
 MSRP \$30,405.00

FEATURES

Features

Recommended fuel - Unleaded Regular 87 Octane Minimum (R+M/2) or 90 RON 10% Ethanol Maximum

Intuitive, Innovative Features

EXCEPTIONALLY SMOOTH & QUIET: The rugged Advanced MidSection (AMS) mounting system cradles the powerhead to isolate vibration, while expert tuning minimizes engine noise and optimizes the sound quality for a more enjoyable boating experience.

EFFORTLESS OPERATION: Digital Throttle & Shift (DTS) controls deliver smooth, quiet shifting and instant throttle response, with zero hesitation. You can further enhance handling and performance with available Electric Steering for multi-engine boats. Whisper-quiet and ultra-responsive, the system consumes less than half the electrical power as electro-hydraulic steering. (Single-engine Electric Steering coming later this year.)

JOYSTICK PILOTING FOR OUTBOARDS: The industry's most advanced Joystick Piloting system makes maneuvering in tight spaces as simple as nudging the joystick whichever direction you want the boat to go. The SmartCraft system takes it from there, providing unparalleled low-speed control for easy, confident docking.

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Maintenance

WARRANTY COVERAGE: Mercury makes world-class marine products backed by world-class warranties.

MAINTENANCE: At Mercury, we make maintenance easy. Learn more about how to keep your Mercury products performing at their peak.

SPECIFICATIONS

ELECTRICAL

Alternator 115A (1,449W) with Idle Charge

ENGINE

Cylinders 8

Engine Type V8
Naturally Aspirated four-stroke
Starting Electric Start

MEASUREMENTS

Power 250 Horsepower
Displacement 4,600 Cubic Centimeter
Shaft Length 25"
Dry Weight 610 lbs

OPERATIONAL

Steering Electro Hydraulic Steering
Digital Throttle & Shift



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

MEETING DATE	November 25, 2025	RESOLUTION NO.	R112525H
TITLE OF AGENDA ITEM	Request for Declaring Vehicles-Equipment as Surplus for Trade-ins		
PRESENTER/DEPARTMENT	Tabatha Miller Fleet Management		
BACKGROUND	<p>In accordance with the Administrative Policy 2.05 regarding disposal of surplus property a department must declare property as surplus when it is no longer needed for service. If there is a use within the city, the Mayor can simply transfer it to another department. If there is a need to have the property discarded, sold, exchanged, transferred to a different jurisdiction, or otherwise disposed of, it must first be declared surplus and if it meets the applicable requirements the request must be approved by the Fishers Board of Public Works & Safety.</p> <p>Attached for the Board's consideration is a request to approve a resolution from the Fleet Management Department declaring vehicles/equipment as surplus. The vehicles/equipment listed are in poor condition.</p> <p>2011 Chevrolet Equinox VIN 2CNFLCEC3B6428009 2008 Toro Grounds Master Serial # 28000011 2000 John Deere 5310 Serial # LV5310S133620 2000 John Deere 5520 Serial # LV5520S352707</p>		
EXPENDITURE \$	N/A		
BUDGETED \$	N/A		
PUBLIC HEARING REQUIRED	<input type="checkbox"/> Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	<input type="checkbox"/> Yes		
CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)	<input type="checkbox"/> Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 <input type="checkbox"/> Contract or Agreement - Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
HAMILTON COUNTY RECORDER	<input type="checkbox"/> Document must be recorded with the County Recorder's Office by the BPW&S Clerk. <input type="checkbox"/> Document does not need recorded with the County Recorder's Office by the BPW&S Clerk.	<input type="checkbox"/> Document will be recorded by another party. Name of person or entity recording the document: <hr style="width: 100%;"/>	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller's Office Approval:		

RESOLUTION NO. R112525H

A RESOLUTION OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CITY OF FISHERS DETERMINING THAT CERTAIN PROPERTY IS SURPLUS

WHEREAS, it has come to the attention of the City of Fishers Board of Public Works & Safety (“Board”) that certain property owned by the City of Fishers, Hamilton County, Indiana (“City”) is now surplus and that the same should be disposed; and,

WHEREAS, the Indiana Code Titles 5 and 36 provide that a City may dispose of surplus property upon a declaration thereof and for the reasonable value thereof; and,

WHEREAS, Ind. Code § 36-1-11-9 allows the City, without advertisement, to purchase new property with a condition that property of a similar nature is to be traded in or exchanged as part of the purchase and in reduction of the purchase price; and

WHEREAS, each vehicle/equipment listed as certain property below is in poor condition and no longer meets the needs of the City; each vehicle/equipment will be used as trade-in property for future City purchases.

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

Section 1. That the following City capital asset(s) are hereby declared surplus property:

2011 Chevrolet Equinox VIN 2CNFLCEC3B6428009
2008 Toro Grounds Master Serial # 28000011
2000 John Deere 5310 Serial # LV5310S133620
2000 John Deere 5520 Serial # LV5520S352707

Upon declaration of surplus, these items will be traded in accordance with the Administrative Policy.

Section 2. It is further resolved that the Director of Fleet Management for the City of Fishers shall authorize the disposal of said surplus property listed above.

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 November 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



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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:		

RESOLUTION R112525I

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING THE SPECIAL PURCHASE OF AN AMBULANCE REMOUNT FOR THE FISHERS FIRE DEPARTMENT

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), by and through its Department of Fleet Management, seeks to remount and refurbish an existing ambulance for use by the Fishers Fire Department (“Ambulance”);

WHEREAS, the City obtained three (3) quotes, including: (1) a quote of \$340,500 for a new ambulance; (2) a quote of \$249,795.00 from Penn Care/Braun Industries for an OEM remount; and (3) a quote of \$249,852.00 from SIV Ambulances for a remount;

WHEREAS, the cost of purchasing a new ambulance would exceed the OEM remount cost by approximately Ninety Thousand Dollars (\$90,000.00) and would impose significantly longer delivery lead times, delaying the return of a critical EMS vehicle to service;

WHEREAS, pursuant to Ind. Code § 5-22-10-8, a special purchase may be made when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one (1) source meets the using agency's reasonable requirements; and

WHEREAS, the City now desires to purchase OEM remount from Penn Care/Braun Industries in the amount of \$249,795.00 (“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 finds that Penn Care/Braun Industries is the only source that meets the City’s reasonable requirements and hereby approves the Special Purchase, 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.

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

Tabatha Miller

From: Tabatha Miller
Sent: Monday, November 17, 2025 12:51 PM
To: Tabatha Miller
Subject: FW: City of Fishers Penn Care Quick Delivery Braun Ambulances

TABATHA MILLER

Director, Fleet Management
317 595 3252
tmiller@fishersin.gov



From: Tony Crum <tony@penncare.net>
Sent: Friday, June 20, 2025 10:28 AM
Subject: Penn Care Quick Delivery Braun Ambulances

EXTERNAL SENDER: Please exercise increased caution. Do not open attachments or click links from unknown senders or unexpected email messages.

Customers: are you needing a new ambulance and not being able to wait a few years to get one? Penn Care has you covered. Penn Care has ordered (20) Braun Chief XL ambulances on Ford F-550 4x4 (Gas and Diesel chassis) that are currently available and will deliver between May and September 2026.

Attached are drawings and a work order for your review. These are available on a first come basis and a few have already been sold so don't hesitate or they will be gone.

Pricing for these without any changes are Gas \$ 340,500 Diesel \$ 357,500!!!!

Please reach out if you are interested or have any questions.

Sincerely,

Tony Crum Ambulance Sales Representative (IN)



Phone: 765-425-5920
Website: www.penncare.net





Tony Crum

Account Manager, ☺ Northern Indiana
Ambulance



Office [800-392-7233](tel:800-392-7233) Cell [765-796-9242](tel:765-796-9242)

Website www.pennicare.net Email tony@pennicare.net

Address [1317 North Road, Niles, OH 44446](https://www.google.com/maps/place/1317+North+Road,+Niles,+OH+44446)



Shop EMS Supplies



Shop Ambulances



Shop EKG Monitors



REMOUNT OR REFURBISH PROPOSAL

FOR: FISHERS FIRE DEPARTMENT, UNIT 391

DATE: AUGUST 4, 2025

Thank you for allowing us to participate in the Braun Remount. We are extremely pleased to have this opportunity to partner with you on this project and further solidify the relationship between Penn Care, Inc., SIV Ambulance and the Fishers Fire Department.

Included is a complete list of the requested work along with any notes we've made to help clarify any of the items.

Price\$ 249,852.00

Does not include any applicable tax.

Optional Pricing, not included in the above proposal.

- SIV to come out to Fishers and transport your ambulance back to SIV Ambulance, \$ 2,500.
- Penn Care to deliver the completed unit back to your facility, \$ 2,500

Ready to start 30-45 days after receipt of purchase agreement with production time being 90-120 days. SIV requires a \$ 60,000 pre-pay at contract signing.

Customer will be responsible to deliver remount to SIV ambulances.
FOB: Langhorne, PA

Changes or additions to the vehicle may be made before manufacturing begins, with the appropriate charges or credits applied to the aforementioned price. Penn Care,

Inc. will honor this proposal for thirty (30) days. Please feel free to give me a call at 765-425-5920 if any further information is needed.

Sincerely,

Tony Crum

Sales Representative
Penn Care, Inc.



REMOUNT OR REFURBISH PROPOSAL

FOR: FISHERS FIRE DEPARTMENT, BRAUN #7315

DATE: NOVEMBER 7, 2025

Thank you for allowing us to participate in the Braun Remount. We are extremely pleased to have this opportunity to partner with you on this project and further solidify the relationship between Penn Care, Inc., Braun Industries and the Fishers Fire Department.

Included is a complete list of the requested work along with any notes we've made to help clarify any of the items.

Price for the remount only, does not include any applicable tax.....\$ 249,795.00

Ready to start mid December 2025 with production time being 120-150 days.

FOB: Elkhart, Indiana

Changes or additions to the vehicle may be made before manufacturing begins, with the appropriate charges or credits applied to the aforementioned price. Penn Care, Inc. will honor this proposal for thirty (30) days. Please feel free to give me a call at 765-425-5920 if any further information is needed.

Sincerely,

Tony Crum

Sales Representative
Penn Care, Inc.



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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:		

RESOLUTION NO. R112525J

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING SPECIAL PURCHASE FOR HEXAGON EAM/EAM
SOLUTIONS SOFTWARE**

WHEREAS, the City of Fishers (“City”), by and through its Business Solutions Group (“BSG”) desires to procure certain software;

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, EAM Solutions, LLC, is the exclusive reseller for Hexagon’s SaaS deployment, which BSG currently utilizes for Hexagon on premise and would like to move to a secure, cloud-hosted solution; and

WHEREAS, the City seeks approval to migrate its existing EAM system to HxGN EAM (SaaS), hosted by Hexagon and implemented by EAM Solutions, LLC with a 5-year contract in the amount of One Million, Fifty Thousand, Nine Hundred Forty-Nine Dollars and 56/100 (\$1,050,949.56) (“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 finds that EAM Solutions, LLC is the sole source that meets the City’s reasonable requirements and hereby approves the Special Purchase with EAM Solutions, LLC and Hexagon EAM in the total amount of \$1,050,949.56, over a five-year period, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor to execute the contract 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 this 25th day of November 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

EAM|Solutions

City of Fishers, IN

HxGN EAM Move to the Hexagon Smart Cloud

Issued October 27, 2025

Provided to the City of Fishers, IN

Jennifer Roam

1 Municipal Drive
Fishers, IN 46038

roamj@fishers.in.us

(317) 595-3124

Provided by EAM Solutions, LLC

Bennet Creed, VP of Business Development

1 Corporate Center Drive, Suite 100
Birmingham, AL 35244

bennet.creed@eamsolutions.net

(214) 316-6266

Taxpayer ID: 26-4737993

DUNS: 089-0200

SAM: N/A

www.EAMSolutions.com

This proposal includes data that is proprietary and confidential to EAM Solutions and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

About EAM Solutions

EAM Solutions is a professional services group dedicated to implementation of the Hexagon line of enterprise asset management products, including HxGN EAM, MP2, and legacy versions of these systems, as well as all add-on products. The company is headquartered in Birmingham, AL and serves clients worldwide. Our technical and business consultants have been certified by Hexagon to implement and support HxGN EAM and add-on applications. With more than twenty years of experience with asset management software, EAM Solutions is a recognized leader in the EAM industry.

Questions about this proposal, EAM Solutions services and deliverables, or consultants may be directed to:

Wes Kennemore, President

wes.kennemore@eamsolutions.net

(205) 937-1211

Bennet Creed, Vice President

bennet.creed@eamsolutions.net

(214) 316-6266

Keith Carman, Sr. Account Executive

keith.carman@eamsolutions.net

(979) 388-0276

EAM|Solutions

I. Description of Service Tasks

EAM Solutions will provide consultants to help the City of Fishers team migrate from a local instance of HxGN EAM to a cloud instance in Amazon Web Services (AWS), managed by Hexagon ALI.

Work will be completed from remote offices, and travel will be required only at the City team's request.

II. Task Approach and Methodology

Consultants will work remotely with the City of Fishers team through the following tasks:

1. Converting the MS SQL database to Oracle on a separate, EAM Solutions controlled server
2. Converting all EAM elements requiring Flex SQL to use Oracle syntax
3. Testing all converted and migrated elements throughout the project
4. Moving the GeoTab integration from on-premises to the Hexagon Smart Cloud
5. Preparing files for upload to the Hexagon file server

The consultants will coordinate with both the City project team and Hexagon hosting services to upload the final prepared database and documents to designated servers in AWS. Hexagon is responsible for loading the database and documents (used as document attachments in EAM). The data conversion process will be completed in a secure Oracle database, either on City of Fisher or EAM Solutions servers. The initial move will be to an HxGN EAM TEST tenant for review and testing by both EAM Solutions and the City of Fishers. Once approved in AWS by the City of Fishers team, data and documents will be uploaded again to Hexagon for loading into the HxGN EAM PROD tenant.

III. Proposed Cost and Timeline

Consultant hours will be billed at \$185.00/hour. All tasks will be invoiced weekly and according to time & expense report submission. Payment terms are Net 30 upon receipt of invoice

Item	Deliverable	Est Hours	Est Cost
1	Data Conversion from MS SQL to Oracle	160	30,400.00
2	Technical Review and Migration	96	18,240.00
3	System Cut Over	40	7,600.00
	Totals	296	\$56,240.00

If travel is required to fulfill this proposal, then expenses shall be billed according to the following expense guidelines:

- Airfare** Airfare shall be billed as coach class or as the least expensive fare, except for international flights over six (6) hours, which shall be billed as Business Class, if available.
- Lodging** Consultant shall stay at hotels with rates negotiated by the client, or at hotels with rates reasonable in the local market.
- Rental Car** Consultant shall rent full-size or smaller vehicles through a major agency.
- Taxi and Ride Share** Taxi and Ride Share expenses shall only be submitted with a valid receipt.
- Mileage** Consultant shall bill mileage only for travel to the client site using a personal vehicle, and only shall bill the current approved IRS allowance.
- Per Diem** Consultant shall be allowed \$75 or approved current GSA for the client market, whichever is higher.
- Tolls and Parking** Highway & bridge tolls and parking fees shall only be submitted as an expense with a valid receipt.
- Miscellaneous** All miscellaneous charges directly related to completion of project tasks, or to consultant living expenses, will only be billed with client approval.



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

MEETING DATE	11/25/25	RESOLUTION NO.	R112525K
TITLE OF AGENDA ITEM	Request to Approve Special Purchase with EAM Solutions		
PRESENTER/DEPARTMENT	Jennifer Roam, Business Solutions Group		
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> • 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. 	<p>The City of Fishers is requested approval to move its EAM system from on-premises servers to the Hexagon Smart Cloud.</p> <p>As part of that approved purchase, a database conversion must be completed to transition the City’s existing on-premises data and integrations to the new cloud environment.</p> <p>Scope of Work:EAM Solutions, LLC — the City’s authorized Hexagon partner — will perform the conversion from MS SQL to Oracle, migrate data and integrations (including GeoTab), and coordinate testing and deployment with Hexagon hosting services.</p> <p>Financial Impact:The total cost for this one-time service is \$56,240, billed at \$185 per hour for approximately 296 hours of work.</p> <p>This conversion ensures full compatibility with the cloud-hosted system, preserves existing data, and enables the City to successfully complete its migration to the Hexagon Smart Cloud.</p>		
EXPENDITURE \$	\$56,240.00		
BUDGETED \$	\$60,000		
PUBLIC HEARING REQUIRED	<input type="checkbox"/> Yes		
AMENDMENT TO ORDINANCE (SCHEDULE CHANGE)	<input type="checkbox"/> Yes		
<p>CONTRACTS/AGREEMENTS (Contracts include other similar documents such as agreements and memorandum of understandings.)</p>	<input checked="" type="checkbox"/> Contract or Agreement (Equipment, Supply, Public Works, Professional Services, etc.) - Over \$50,000 <input type="checkbox"/> Contract or Agreement -Other (Utility Reimbursement Agreements, BOT Agreements, Grant Agreements, etc)		
<p style="text-align: center;">HAMILTON COUNTY RECORDER</p>	<input type="checkbox"/> Document must be recorded with the County Recorder’s Office by the BPW&S Clerk. <input type="checkbox"/> Document does not need recorded with the County Recorder’s Office by the BPW&S Clerk.	<input type="checkbox"/> Document will be recorded by another party. Name of person or entity recording the document: <hr style="width: 100%;"/>	
BUDGET INFORMATION	Expense Account: Current Available Budget: Controller’s Office Approval:	10101012-43100 60,000	

RESOLUTION NO. R112525K

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SPECIAL PURCHASE WITH EAM SOLUTIONS, LLC

WHEREAS, the City of Fishers (“City”), by and through its Business Solutions Group (“BSG”) desires to migrate from a local instance of HxGN EAM to a cloud based Hexagon EAM, managed by Hexagon ALI;

WHEREAS, in accordance with Ind. Code §5-22-10, et. seq., a purchasing agent may make a purchase without soliciting bids or proposals under various circumstances;

WHEREAS, in accordance with Ind. Code §5-22-10-8, a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase, and only one source meets the using agency’s reasonable requirements;

WHEREAS, EAM Solutions, LLC is the exclusive authorized implementer for the Hexagon EAM cloud services and the City desires to approve the purchase with EAM Solutions, LLC., in an amount not to exceed Fifty-Six Thousand, Two Hundred Forty Dollars and No/100 (\$56,240.00) attached hereto and incorporated herein as Exhibit A (“Special Purchase”).

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

- Section 1.** The Board of Public Works & Safety (“Board”) finds that EAM Solutions LLC is the sole source that meets the City’s reasonable requirements and approves the Special Purchase.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the contract 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 this 25th day of November 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

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EAM|Solutions

City of Fishers, IN

HxGN EAM Move to the Hexagon Smart Cloud

Issued October 27, 2025

Provided to the City of Fishers, IN

Jennifer Roam

1 Municipal Drive
Fishers, IN 46038

roamj@fishers.in.us

(317) 595-3124

Provided by EAM Solutions, LLC

Bennet Creed, VP of Business Development

1 Corporate Center Drive, Suite 100
Birmingham, AL 35244

bennet.creed@eamsolutions.net

(214) 316-6266

Taxpayer ID: 26-4737993

DUNS: 089-0200

SAM: N/A

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Bennet Creed, Vice President

bennet.creed@eamsolutions.net

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Keith Carman, Sr. Account Executive

keith.carman@eamsolutions.net

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EAM|Solutions

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- Miscellaneous** All miscellaneous charges directly related to completion of project tasks, or to consultant living expenses, will only be billed with client approval.



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Award Quote and Approve Contract for Cyntheanne Park Irrigation Infrastructure Improvements			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R112525L	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	We wish to move forward with Hartley Irrigation to install irrigation on the new field 6 at Cytheanne Park as well as additional upgrades to the current irrigation system around the existing fields. Hartley is the sole provider of irrigation for our parks as well as HSE schools.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$250,000
	Expenditure \$:	\$242,556
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Hartley Irrigation.
	2.	Deny the quote from Hartley Irrigation.
	3.	Table the quote from Hartely Irrigation.
	4.	
PROJECT TIMELINE	If approved, contractor will start immediately.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend moving forward with Hartley Irrigation for Cyntheanne Park Irrigation Infrastructure Improvements	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525L

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY APPROVING PROJECT FOR CYNTHEANNE PARK
IRRIGATION INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the City of Fishers (“City”) desires to install irrigation on Field 6 at Cyntheanne Park as well as complete additional upgrades to the current irrigation system around existing fields (the “Project”); and

WHEREAS, due to the time constraints of the Project, the Department of Public Works desires to have the Board of Public Works & Safety approve the Project and allow them to gather quotes or bids and award the Project to the lowest, responsive, responsible quoter or bidder and approve a contract in a form substantially similar to the attached Exhibit A, in an amount not to exceed Two Hundred and Fifty Thousand Dollars and 00/100 (\$250,000.00).

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 Project and gives the Director of the Department of Public Works authority to solicit quotes or bids for the Project, award the Project to the lowest, responsive, responsible quoter or bidder in an amount not to exceed \$250,000.00 and execute a contract in a form substantially similar to the contract attached hereto as Exhibit A.
- Section 2.** The Director of the Department of Public Works is directed to submit the quotes or bids and contract to the Board at the next Board meeting for ratification.
- 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 November 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

Public Work Agreement (Short Form)

**City of Fishers, Indiana
Department of Public Works
Fishers, IN 46038
Phone (317)595-3152**

“CONTRACTOR”:

For Work at the Following “PROJECT”:

_____ steinere@fishers.in.us

Contractor will provide all labor, materials, tools, equipment, supplies, safety equipment, transportation, supervision, permits and governmental fees, licenses and inspections necessary to perform in a good and workmanlike manner and in accordance with the Agreement, Terms and Conditions and Contractor Documents, or reasonably inferable as necessary to produce the results intended as defined in **Exhibit A**, attached hereto (the “**Work**”).

The “**Contract Documents**” mean this Agreement and those documents listed in **Exhibit A** attached hereto (the “Contract Documents”). There are no Contract Documents other than those listed herein.

Owner will pay Contractor the “**Contract Sum**” of \$ _____ for the Work subject to the “Terms and Conditions” herein. The Work will be commenced on approximately _____, _____, and be Substantially Complete within approximately _____ calendar days or by _____, _____ (Completion Date).

THIS AGREEMENT IS SUBJECT AND BY SIGNING CONTRACTOR AGREES TO ALL SUCH TERMS AND CONDITIONS.

CITY OF FISHERS, INDIANA

Signed: _____

Printed: _____

Title: _____

AGREEMENT DATE: _____

Signed: _____

Printed: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. Acceptance. Commencement of the Work shall mean Contractor has agreed to the Terms and Conditions. Documents with terms additional to or different from this Agreement shall not be binding upon Owner.

2. Conflicts/Order of Precedent. Contractor shall promptly notify Owner of any discrepancy or conflict in the Contract Documents. 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 requiring 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. 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. The Work shall include all incidental Work necessary and customary for the completion described in the Contract Documents.

3. Means and Methods. Contractor shall supervise and direct the Work using its best skill and attention and have control over all means, methods, techniques, sequences, procedures and coordination. Contractor shall be responsible to Owner for the acts and omissions of Contractor’s employees, subcontractors, suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the

inspection of Work to determine when subsequent Work can be performed or installed.

4. 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.

5. Survey. If necessary for completion of the Work, Owner shall furnish available surveys in its possession describing the physical characteristics, legal limitations, utility locations and a legal description of the Project. 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.

6. Clean-Up. Contractor shall keep the Project site and surrounding area free from the accumulation of waste materials or rubbish caused by performance of the Work. At completion of the Work, Contractor shall remove from the Project waste materials, rubbish, Contractor’s tools, construction equipment, machinery and surplus materials.

7. Subcontractors. Before the Work 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 subcontract sum. All subcontractors, if required, shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection.

8. Subcontracts. By written agreement, Contractor shall require each subcontractor be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor 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. 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 default and Owner's written acceptance or the Subcontract provided to subcontractor.

9. Project Labor Relations. Contractor shall assure harmonious labor relations at the Project so as to prevent any delays, disruptions or interference to the Work. Contractor agrees that it will bind and require all of its subcontractors, suppliers and other such persons or entities to agree to all of the provisions of this paragraph.

10. Contractor's Representations. Contractor represents and warrants to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive any termination of this Agreement, and the final completion of the Work, that the Contractor has:

i. 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 to Owner prior to the date of this Agreement. Contractor shall perform no Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Contract Documents are suitable for the Work and it will perform and complete the Work to the satisfaction of Owner;

ii. is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations and has sufficient experience and competence to do so;

iii. has visited the Project and is familiar with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents;

iv. 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;

v. possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of this Project, and will perform the Work with the care, skill and diligence of such a contractor;

vi. has not, nor has any other member, representative, agent, or officer of 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.

11. Time. Time is of the essence of the Agreement. The Work will be performed as required by Owner's Schedule, consistent with the Completion Date. Owner may modify this Schedule. If the Work is delayed by Owner, the Completion Date will be extended. Contractor must request an extension of the Completion Date in writing to Owner no later than forty-eight (48) hours after the beginning of the condition causing the delay or Contractor's claim will be waived. Contractor will provide Owner with an estimate of the duration of delay. An extension of the Completion Date will be Contractor's sole remedy for any delay.

12. Overtime. Owner, if it deems necessary, may direct Contractor to work overtime, to meet the 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 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 Project. If, after written notice is given, Contractor refuses to work overtime, Owner may hire others to perform the Work and deduct the cost from the Contract Sum.

13. Delay. Should the Work be delayed by any fault or neglect or act or failure to act of Contractor or any of its 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 compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

14. Submittals. Contractor shall timely prepare, review, approve and submit to Owner all shop drawings, product data and samples required for the Work by the Contract Documents ("Submittals"). Contractor must verify all materials, field measurements and field construction criteria. Contractor must strictly comply with the requirements of the Contract Documents even if Submittals are approved by Owner.

15. Safety. Contractor must take all reasonable safety precautions for the Project and comply with all safety requirements and regulations as may be provided elsewhere in the Contract Documents and by applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the Project. Contractor warrants that: (a) the duty to provide a safe place for Contractor's Work for Contractor's employees, the employees of any other entity, or any other person on or about the Project site rests solely with the Contractor; (b) the duty to provide general or safety supervision and safety inspections of the Work, equipment, and procedures of the Contractor, its subcontractors, and of others as it might affect the safety of property or persons related to the performance of the Work under this Agreement rests solely with the Contractor; (c) the Contractor shall designate a person in it employ, stationed full time at the jobsite during the progress of the Work, and such person shall be authorized to take prompt action in matters relating to safety on behalf of Contractor. Such person shall be knowledgeable in matters relating to safety through either training or experience or both. Such person shall attend all safety meetings or safety inspections held at the jobsite and take appropriate action to correct unsafe work practices which come to his attention or Contractor's attention; and (d) the duty to take reasonable safety precautions with respect to the handling of hazardous substances, Project site cleanliness, and emergency procedures and to comply with necessary safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property, including but not limited to applicable OSHA standards, related to the performance of the Contractor's Work under this Agreement rests solely with the Contractor.

The Contractor shall indemnify, defend and save Owner harmless from any liability, loss, cost penalty, damage or expense, including attorneys' fees, damage, injury, course of action, proceeding, citation, or work stoppage arising

out of or in any way connected with any alleged violation by Contractor of any such statute, regulation, order, rule, requirement or standard and such sums shall be deducted from amounts due under this agreement.

16. Warranty. In addition to Contractor's obligations to correct defective or non-conforming Work provided by law or as may be provided elsewhere in the Contract Documents, Contractor warrants to the Owner that materials and equipment furnished by Contractor will be of good quality and new unless otherwise permitted by the Contract Documents and the Work will be free from defects and conform to the requirements of the Contract Documents. Contractor will immediately correct, at Contractor's expense, all defects and non-conformance in workmanship or materials which appear within one (1) year from the completion of the Project. This warranty is in addition to all special or extended warranties. Contractor must indemnify Owner against, and reimburse Owner for, all claims, damages and expenses, including attorneys' fees, incurred by Owner as a result of Contractor's failure to abide by its warranty obligations.

17. Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the Owner, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the Owner shall be given to the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

B. Auto Liability

Limits of Liability:	\$1,000,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A (Worker's Comp.)	Statutory Minimum Requirements
Coverage B	
Employer's Liability:	\$500,000 Each Accident
	\$500,000 Disease – each employee
	\$500,000 Disease Policy Limit

D. Excess Liability (Umbrella Form)

Limits of Liability	\$5,000,000 Each Occurrence
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All coverage provided above shall be endorsed to include the Owner as an additional insured except for the Worker's Compensation / Employer's Liability policy. ISO forms *CG 2010 07 04* and *CG 2037*, or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the Owner and shall include coverage for completed operations. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in

excess of the limits provided by such policies and shall be non-contributory. To the extent commercially reasonable, all insurance requirements and limits shall apply to all of Contractor's subcontractors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of Owner.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

E. Property Insurance. Unless otherwise provided, the Owner shall purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

18. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use, caused by Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall indemnify and defend, at the Contractor's sole expense, the Indemnitees as set forth herein from and against any actions, lawsuits, proceedings or claims resulting from claim filed or asserted against the Work, the Project and any improvements thereon, the Contract Sum or any applicable retainage by a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. If the Contractor refuses an Indemnitee's demand for a defense and indemnification, the Contractor shall

reimburse the Owner for all its costs incurred as a result of any such lien or claim including but not limited to, any judgment resulting from any actions, lawsuits or proceedings. If the Contractor disputes a claim, the Contractor shall have the right to contest such claim but such right shall not in any way abridge, modify or nullify the Contractor's obligations to the Indemnitees.

19. Claims. If Contractor claims it should receive additional sums or time, Contractor must notify Owner and request a Change Order in writing within forty-eight (48) hours after Contractor learned (or should have learned) of the basis for the request. No additional sums will be paid and no additional time will be recognized unless Owner has issued a Change Order.

20. Claims for Consequential Damages. Contractor waives claims against Owner for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

21. Payments. All payments provided herein are subject to funds as appropriated and the laws of the State of Indiana.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on the basis of Contractor's Applications for Payment. Each Application for Payment shall be based on the schedule of values. Applications 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.

2. 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.

B. Payment of Subcontractors. The Contractor agrees to assume full 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 and 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.

a. 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 Owner receive notice of any claim or of any unpaid bill in connection

with the Work, Contractor shall 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 is made or filed with Owner, the Project, 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 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.

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 Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; 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, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Contract Sum, less such amounts as Owner shall determine, or Owner may withhold.

E. Final Payment. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Sum.

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) 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. Owner shall make final payment to the Contractor within ninety-one (91) days after final acceptance and completion of the Work. However, final payment may not be made on any amount that is 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. No payment, including final payment, will be considered to be an acceptance of defective or non-conforming Work.

22. Termination for Default. In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure. Contractor shall be in default if it fails to perform or comply with its obligations under the Contract Documents, does not perform Work for more than forty-eight (48) hours when Work is available, or becomes insolvent, files for bankruptcy, or is dissolved or otherwise ceases to exist. In addition to any other legal remedies available to Owner, under this Agreement, law or equity, Owner shall have the absolute right, after forty-eight (48) hours written notice to Contractor to cure such default, correct or overcome the default and charge all expenses, losses, costs and damages, including attorneys' fees, to Contractor, or terminate this Agreement and complete the Work but whatever means Owner deems necessary.

23. Termination for Convenience. Owner may terminate this Agreement for Owner's sole convenience, in which event Contractor will only receive payment for the Work completed as of the date of termination, without compensation for profit on work not performed.

24. No Assignment. This Agreement may not be assigned by Contractor to a third party without the prior written consent of Owner. Moneys that may become due and moneys that are due may not be assigned by Contractor without such consent (except to the extent that the effect of this restriction may be limited by law). If Contractor attempts to make an assignment without such prior written consent of the Owner, Contractor shall nevertheless remain legally responsible for all obligations under this Agreement.

25. Notice. Notice shall be in writing and delivered via e-mail, telefax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. No Third-Party Beneficiaries. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor. Contractor and the Owner agree that this Agreement is not intended to benefit any other third-party.

27. Dispute Resolution.

Mediation. The parties shall endeavor to resolve their claims by mediation which shall be administered by the Indiana Rule for Alternate Dispute Resolutions 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, Hamilton County, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement, if the Owner is the "prevailing party" in such litigation, Owner shall be entitled to recover its attorneys' fees incurred in the litigation, 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 Agreement shall be any court of competent jurisdiction located in Hamilton County, Indiana. 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.

28. Interest. Payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no 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.

29. E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT

CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

30. Contractor Not Suspended or Debarred. By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities.

31. Drug Testing Program. The laws of the State of Indiana (IC §36-1-12-24 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of \$150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statute referred to above.

32. Fire Arms. There shall be no firearms allowed on the Project Site or anywhere within the Project property. Exceptions would be made for law enforcement officials, security forces required elsewhere by these Specifications, or per other requirements or allowances specifically made by the Owner.

33. Nondiscrimination. The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

34. American Steel. To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. §5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used or supplied in the performance of the Contract and in the performance of any subcontracts.

35. Miscellaneous. This Agreement represents the entire and integrated agreement between Owner and Contractor, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force. Any modification to the Agreement must be in writing and signed by both Owner and Contractor.

(3768221(v1)/27950)



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Approve Project for Cyntheanne Park Electrical Infrastructure Improvements			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R112525M	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	We wish to move forward with Fredericks to install the needed electrical infrastructure to power the new irrigation pump station at Field 6 as well as the irrigation system. In addition, Fredericks will run power to the new lights poles that we will be requesting to be installed on fields 1 and 2 at the park. Fredericks is the sole provider for our electrical needs throughout the Department of Public Works.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$275,000
	Expenditure \$:	\$253,800
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Fredericks.
	2.	Deny the quote from Fredericks.
	3.	Table the quote from Fredericks.
	4.	
PROJECT TIMELINE	If approved, contractor will start immediately.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend moving forward with Fredericks for Cyntheanne Park Electrical Infrastructure Improvements.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525M

**A RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD
OF PUBLIC WORKS & SAFETY APPROVING QUOTE AND AWARD CONTRACT
FOR CYNTHEANNE PARK ELECTRICAL INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the City of Fishers (“City”) desires to install electrical infrastructure on the fields at Cyntheanne Park and power the new irrigation pump station at Field 6 (the “Project”); and

WHEREAS, due to the time constraints of the Project, the Department of Public Works desires to have the Board of Public Works & Safety approve the Project and allow them to gather quotes or bids and award the Project to the lowest, responsive, responsible quoter or bidder and approve a contract in a form substantially similar to the attached Exhibit A, in an amount not to exceed Two Hundred and Sixty Thousand Dollars and 00/100 (\$260,000.00).

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 Project and gives the Director of the Department of Public Works authority to solicit quotes or bids for the Project, award the Project to the lowest, responsible, responsive quoter or bidder in an amount not to exceed \$260,000.00 and execute a contract in a form substantially similar to the contract attached hereto as Exhibit A.
- Section 2.** The Director of the Department of Public Works is directed to submit the quotes or bids and contract to the Board at the next Board meeting for ratification.
- 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 November 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

Public Work Agreement (Short Form)

**City of Fishers, Indiana
Department of Public Works
Fishers, IN 46038
Phone (317)595-3152**

“CONTRACTOR”:

For Work at the Following “PROJECT”:

_____ steinere@fishers.in.us

Contractor will provide all labor, materials, tools, equipment, supplies, safety equipment, transportation, supervision, permits and governmental fees, licenses and inspections necessary to perform in a good and workmanlike manner and in accordance with the Agreement, Terms and Conditions and Contractor Documents, or reasonably inferable as necessary to produce the results intended as defined in **Exhibit A**, attached hereto (the “**Work**”).

The “**Contract Documents**” mean this Agreement and those documents listed in **Exhibit A** attached hereto (the “Contract Documents”). There are no Contract Documents other than those listed herein.

Owner will pay Contractor the “**Contract Sum**” of \$ _____ for the Work subject to the “Terms and Conditions” herein. The Work will be commenced on approximately _____, _____, and be Substantially Complete within approximately _____ calendar days or by _____, _____ (Completion Date).

THIS AGREEMENT IS SUBJECT AND BY SIGNING CONTRACTOR AGREES TO ALL SUCH TERMS AND CONDITIONS.

CITY OF FISHERS, INDIANA

Signed: _____

Printed: _____

Title: _____

AGREEMENT DATE: _____

Signed: _____

Printed: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. Acceptance. Commencement of the Work shall mean Contractor has agreed to the Terms and Conditions. Documents with terms additional to or different from this Agreement shall not be binding upon Owner.

2. Conflicts/Order of Precedent. Contractor shall promptly notify Owner of any discrepancy or conflict in the Contract Documents. 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 requiring 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. 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. The Work shall include all incidental Work necessary and customary for the completion described in the Contract Documents.

3. Means and Methods. Contractor shall supervise and direct the Work using its best skill and attention and have control over all means, methods, techniques, sequences, procedures and coordination. Contractor shall be responsible to Owner for the acts and omissions of Contractor’s employees, subcontractors, suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the

inspection of Work to determine when subsequent Work can be performed or installed.

4. 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.

5. Survey. If necessary for completion of the Work, Owner shall furnish available surveys in its possession describing the physical characteristics, legal limitations, utility locations and a legal description of the Project. 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.

6. Clean-Up. Contractor shall keep the Project site and surrounding area free from the accumulation of waste materials or rubbish caused by performance of the Work. At completion of the Work, Contractor shall remove from the Project waste materials, rubbish, Contractor’s tools, construction equipment, machinery and surplus materials.

7. Subcontractors. Before the Work 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 subcontract sum. All subcontractors, if required, shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection.

8. Subcontracts. By written agreement, Contractor shall require each subcontractor be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor 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. 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 default and Owner's written acceptance or the Subcontract provided to subcontractor.

9. Project Labor Relations. Contractor shall assure harmonious labor relations at the Project so as to prevent any delays, disruptions or interference to the Work. Contractor agrees that it will bind and require all of its subcontractors, suppliers and other such persons or entities to agree to all of the provisions of this paragraph.

10. Contractor's Representations. Contractor represents and warrants to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive any termination of this Agreement, and the final completion of the Work, that the Contractor has:

i. 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 to Owner prior to the date of this Agreement. Contractor shall perform no Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Contract Documents are suitable for the Work and it will perform and complete the Work to the satisfaction of Owner;

ii. is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations and has sufficient experience and competence to do so;

iii. has visited the Project and is familiar with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents;

iv. 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;

v. possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of this Project, and will perform the Work with the care, skill and diligence of such a contractor;

vi. has not, nor has any other member, representative, agent, or officer of 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.

11. Time. Time is of the essence of the Agreement. The Work will be performed as required by Owner's Schedule, consistent with the Completion Date. Owner may modify this Schedule. If the Work is delayed by Owner, the Completion Date will be extended. Contractor must request an extension of the Completion Date in writing to Owner no later than forty-eight (48) hours after the beginning of the condition causing the delay or Contractor's claim will be waived. Contractor will provide Owner with an estimate of the duration of delay. An extension of the Completion Date will be Contractor's sole remedy for any delay.

12. Overtime. Owner, if it deems necessary, may direct Contractor to work overtime, to meet the 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 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 Project. If, after written notice is given, Contractor refuses to work overtime, Owner may hire others to perform the Work and deduct the cost from the Contract Sum.

13. Delay. Should the Work be delayed by any fault or neglect or act or failure to act of Contractor or any of its 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 compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

14. Submittals. Contractor shall timely prepare, review, approve and submit to Owner all shop drawings, product data and samples required for the Work by the Contract Documents ("Submittals"). Contractor must verify all materials, field measurements and field construction criteria. Contractor must strictly comply with the requirements of the Contract Documents even if Submittals are approved by Owner.

15. Safety. Contractor must take all reasonable safety precautions for the Project and comply with all safety requirements and regulations as may be provided elsewhere in the Contract Documents and by applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the Project. Contractor warrants that: (a) the duty to provide a safe place for Contractor's Work for Contractor's employees, the employees of any other entity, or any other person on or about the Project site rests solely with the Contractor; (b) the duty to provide general or safety supervision and safety inspections of the Work, equipment, and procedures of the Contractor, its subcontractors, and of others as it might affect the safety of property or persons related to the performance of the Work under this Agreement rests solely with the Contractor; (c) the Contractor shall designate a person in it employ, stationed full time at the jobsite during the progress of the Work, and such person shall be authorized to take prompt action in matters relating to safety on behalf of Contractor. Such person shall be knowledgeable in matters relating to safety through either training or experience or both. Such person shall attend all safety meetings or safety inspections held at the jobsite and take appropriate action to correct unsafe work practices which come to his attention or Contractor's attention; and (d) the duty to take reasonable safety precautions with respect to the handling of hazardous substances, Project site cleanliness, and emergency procedures and to comply with necessary safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property, including but not limited to applicable OSHA standards, related to the performance of the Contractor's Work under this Agreement rests solely with the Contractor.

The Contractor shall indemnify, defend and save Owner harmless from any liability, loss, cost penalty, damage or expense, including attorneys' fees, damage, injury, course of action, proceeding, citation, or work stoppage arising

out of or in any way connected with any alleged violation by Contractor of any such statute, regulation, order, rule, requirement or standard and such sums shall be deducted from amounts due under this agreement.

16. Warranty. In addition to Contractor's obligations to correct defective or non-conforming Work provided by law or as may be provided elsewhere in the Contract Documents, Contractor warrants to the Owner that materials and equipment furnished by Contractor will be of good quality and new unless otherwise permitted by the Contract Documents and the Work will be free from defects and conform to the requirements of the Contract Documents. Contractor will immediately correct, at Contractor's expense, all defects and non-conformance in workmanship or materials which appear within one (1) year from the completion of the Project. This warranty is in addition to all special or extended warranties. Contractor must indemnify Owner against, and reimburse Owner for, all claims, damages and expenses, including attorneys' fees, incurred by Owner as a result of Contractor's failure to abide by its warranty obligations.

17. Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the Owner, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the Owner shall be given to the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

B. Auto Liability

Limits of Liability:	\$1,000,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A (Worker's Comp.)	Statutory Minimum Requirements
Coverage B	
Employer's Liability:	\$500,000 Each Accident
	\$500,000 Disease – each employee
	\$500,000 Disease Policy Limit

D. Excess Liability (Umbrella Form)

Limits of Liability	\$5,000,000 Each Occurrence
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All coverage provided above shall be endorsed to include the Owner as an additional insured except for the Worker's Compensation / Employer's Liability policy. ISO forms *CG 2010 07 04* and *CG 2037*, or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the Owner and shall include coverage for completed operations. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in

excess of the limits provided by such policies and shall be non-contributory. To the extent commercially reasonable, all insurance requirements and limits shall apply to all of Contractor's subcontractors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of Owner.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

E. Property Insurance. Unless otherwise provided, the Owner shall purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

18. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use, caused by Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall indemnify and defend, at the Contractor's sole expense, the Indemnitees as set forth herein from and against any actions, lawsuits, proceedings or claims resulting from claim filed or asserted against the Work, the Project and any improvements thereon, the Contract Sum or any applicable retainage by a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. If the Contractor refuses an Indemnitee's demand for a defense and indemnification, the Contractor shall

reimburse the Owner for all its costs incurred as a result of any such lien or claim including but not limited to, any judgment resulting from any actions, lawsuits or proceedings. If the Contractor disputes a claim, the Contractor shall have the right to contest such claim but such right shall not in any way abridge, modify or nullify the Contractor's obligations to the Indemnitees.

19. Claims. If Contractor claims it should receive additional sums or time, Contractor must notify Owner and request a Change Order in writing within forty-eight (48) hours after Contractor learned (or should have learned) of the basis for the request. No additional sums will be paid and no additional time will be recognized unless Owner has issued a Change Order.

20. Claims for Consequential Damages. Contractor waives claims against Owner for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

21. Payments. All payments provided herein are subject to funds as appropriated and the laws of the State of Indiana.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on the basis of Contractor's Applications for Payment. Each Application for Payment shall be based on the schedule of values. Applications 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.

2. 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.

B. Payment of Subcontractors. The Contractor agrees to assume full 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 and 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.

a. 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 Owner receive notice of any claim or of any unpaid bill in connection

with the Work, Contractor shall 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 is made or filed with Owner, the Project, 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 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.

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 Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; 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, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Contract Sum, less such amounts as Owner shall determine, or Owner may withhold.

E. Final Payment. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Sum.

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) 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. Owner shall make final payment to the Contractor within ninety-one (91) days after final acceptance and completion of the Work. However, final payment may not be made on any amount that is 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. No payment, including final payment, will be considered to be an acceptance of defective or non-conforming Work.

22. Termination for Default. In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure. Contractor shall be in default if it fails to perform or comply with its obligations under the Contract Documents, does not perform Work for more than forty-eight (48) hours when Work is available, or becomes insolvent, files for bankruptcy, or is dissolved or otherwise ceases to exist. In addition to any other legal remedies available to Owner, under this Agreement, law or equity, Owner shall have the absolute right, after forty-eight (48) hours written notice to Contractor to cure such default, correct or overcome the default and charge all expenses, losses, costs and damages, including attorneys' fees, to Contractor, or terminate this Agreement and complete the Work but whatever means Owner deems necessary.

23. Termination for Convenience. Owner may terminate this Agreement for Owner's sole convenience, in which event Contractor will only receive payment for the Work completed as of the date of termination, without compensation for profit on work not performed.

24. No Assignment. This Agreement may not be assigned by Contractor to a third party without the prior written consent of Owner. Moneys that may become due and moneys that are due may not be assigned by Contractor without such consent (except to the extent that the effect of this restriction may be limited by law). If Contractor attempts to make an assignment without such prior written consent of the Owner, Contractor shall nevertheless remain legally responsible for all obligations under this Agreement.

25. Notice. Notice shall be in writing and delivered via e-mail, telefax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. No Third-Party Beneficiaries. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor. Contractor and the Owner agree that this Agreement is not intended to benefit any other third-party.

27. Dispute Resolution.

Mediation. The parties shall endeavor to resolve their claims by mediation which shall be administered by the Indiana Rule for Alternate Dispute Resolutions 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, Hamilton County, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement, if the Owner is the "prevailing party" in such litigation, Owner shall be entitled to recover its attorneys' fees incurred in the litigation, 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 Agreement shall be any court of competent jurisdiction located in Hamilton County, Indiana. 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.

28. Interest. Payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no 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.

29. E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT

CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

30. Contractor Not Suspended or Debarred. By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities.

31. Drug Testing Program. The laws of the State of Indiana (IC §36-1-12-24 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of \$150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statute referred to above.

32. Fire Arms. There shall be no firearms allowed on the Project Site or anywhere within the Project property. Exceptions would be made for law enforcement officials, security forces required elsewhere by these Specifications, or per other requirements or allowances specifically made by the Owner.

33. Nondiscrimination. The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

34. American Steel. To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. §5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used or supplied in the performance of the Contract and in the performance of any subcontracts.

35. Miscellaneous. This Agreement represents the entire and integrated agreement between Owner and Contractor, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force. Any modification to the Agreement must be in writing and signed by both Owner and Contractor.

(3768221(v1)/27950)



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Approve Special Purchase for Cyntheanne Park Field Lighting			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R112525N	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	We are asking to for approval to move forward with Musco Sports Lighting, who is part of Sourcewell, to install six light poles on fields one and two at Cyntheanne Park. Currently there is no field lighting and this will allow for field use later into the evening throughout the year.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$375,000
	Expenditure \$:	\$367,000
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Musco Sports Lighting.
	2.	Deny the quote from Musco Sports Lighting.
	3.	Table the quote from Musco Sports Lighting.
	4.	
PROJECT TIMELINE	If approved, contractor will order poles immediately and poles will be operational by March 1 2025.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend moving forward with Musco Sports Lighting Cyntheanne Park Field Lighting Installation.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525N

**A RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD
OF PUBLIC WORKS & SAFETY APPROVING SPECIAL PURCHASE FOR
CYNTHEANNE PARK FIELD LIGHTING**

WHEREAS, the City of Fishers (“City”) desires to purchase and install six (6) light poles on fields one and two at Cyntheanne Park which will allow for field use later into the evening throughout the year;

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 and install the Light Poles from Musco, by and through its contract with Sourcewell Cooperative, a buying group (Contract # 041123-MSL, Sourcewell), in the amount of Three Hundred Sixty-Seven Thousand Dollars and No/100 (\$367,000), all more particularly described in Exhibit A, attached hereto and incorporated herein (“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 in an amount not to exceed \$367,000.
- Section 2.** The Board hereby designates the Mayor and/or Public Works Director to execute the Special Purchase and an agreement substantially similar to the agreement attached as Exhibit B, attached hereto and incorporated herein, 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 November, 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

Public Work Agreement (Short Form)

City of Fishers, Indiana
Department of Public Works
Fishers, IN 46038
Phone (317)595-3152

“CONTRACTOR”:
Musco Sports Lighting, LLC
317-385-8711
Mark.lusch@musco.com

For Work at the Following “PROJECT”:
Cyntheanne Park Field Lighting
Installation Project
(Telephone) steinere@fishers.in.us

Contractor will provide all labor, materials, tools, equipment, supplies, safety equipment, transportation, supervision, permits and governmental fees, licenses and inspections necessary to perform in a good and workmanlike manner and in accordance with the Agreement, Terms and Conditions and Contractor Documents, or reasonably inferable as necessary to produce the results intended as defined in Exhibit A, attached hereto (the “Work”).

The “Contract Documents” mean this Agreement and those documents listed in Exhibit A attached hereto (the “Contract Documents”). There are no Contract Documents other than those listed herein.

Owner will pay Contractor the “Contract Sum” of \$367,000 for the Work subject to the “Terms and Conditions” herein. The Work will be commenced on approximately _____, _____, and be Substantially Complete within approximately _____ calendar days or by _____, _____ (Completion Date).

THIS AGREEMENT IS SUBJECT AND BY SIGNING CONTRACTOR AGREES TO ALL SUCH TERMS AND CONDITIONS.

CITY OF FISHERS, INDIANA

MUSCO SPORTS LIGHTING, LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

AGREEMENT DATE: _____

Date: _____

TERMS AND CONDITIONS

- 1. Acceptance. Commencement of the Work shall mean Contractor has agreed to the Terms and Conditions. Documents with terms additional to or different from this Agreement shall not be binding upon Owner.
- 2. Conflicts/Order of Precedent. Contractor shall promptly notify Owner of any discrepancy or conflict in the Contract Documents. 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 requiring 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. 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. The Work shall include all incidental Work necessary and customary for the completion described in the Contract Documents.
- 3. Means and Methods. Contractor shall supervise and direct the Work using its best skill and attention and have control over all means, methods, techniques, sequences, procedures and coordination. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work to determine when subsequent Work can be performed or installed.

- 4. 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.
- 5. Survey. If necessary for completion of the Work, Owner shall furnish available surveys in its possession describing the physical characteristics, legal limitations, utility locations and a legal description of the Project. 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.
- 6. Clean-Up. Contractor shall keep the Project site and surrounding area free from the accumulation of waste materials or rubbish caused by performance of the Work. At completion of the Work, Contractor shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.
- 7. Subcontractors. Before the Work 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 subcontract sum. All subcontractors, if required, shall be state certified/qualified. Contractor shall

not contract with a proposed person or entity to whom Owner has made a reasonable objection.

8. **Subcontracts.** By written agreement, Contractor shall require each subcontractor be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor 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. 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 default and Owner's written acceptance or the Subcontract provided to subcontractor.

9. **Project Labor Relations.** Contractor shall assure harmonious labor relations at the Project so as to prevent any delays, disruptions or interference to the Work. Contractor agrees that it will bind and require all of its subcontractors, suppliers and other such persons or entities to agree to all of the provisions of this paragraph.

10. **Contractor's Representations.** Contractor represents and warrants to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive any termination of this Agreement, and the final completion of the Work, that the Contractor has:

i. 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 to Owner prior to the date of this Agreement. Contractor shall perform no Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Contract Documents are suitable for the Work and it will perform and complete the Work to the satisfaction of Owner;

ii. is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations and has sufficient experience and competence to do so;

iii. has visited the Project and is familiar with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents;

iv. 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;

v. possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of this Project, and will perform the Work with the care, skill and diligence of such a contractor;

vi. has not, nor has any other member, representative, agent, or officer of 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.

11. **Time.** Time is of the essence of the Agreement. The Work will be performed as required by Owner's Schedule, consistent with the Completion

Date. Owner may modify this Schedule. If the Work is delayed by Owner, the Completion Date will be extended. Contractor must request an extension of the Completion Date in writing to Owner no later than forty-eight (48) hours after the beginning of the condition causing the delay or Contractor's claim will be waived. Contractor will provide Owner with an estimate of the duration of delay. An extension of the Completion Date will be Contractor's sole remedy for any delay.

12. **Overtime.** Owner, if it deems necessary, may direct Contractor to work overtime, to meet the 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 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 Project. If, after written notice is given, Contractor refuses to work overtime, Owner may hire others to perform the Work and deduct the cost from the Contract Sum.

13. **Delay.** Should the Work be delayed by any fault or neglect or act or failure to act of Contractor or any of its 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 compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

14. **Submittals.** Contractor shall timely prepare, review, approve and submit to Owner all shop drawings, product data and samples required for the Work by the Contract Documents ("Submittals"). Contractor must verify all materials, field measurements and field construction criteria. Contractor must strictly comply with the requirements of the Contract Documents even if Submittals are approved by Owner.

15. **Safety.** Contractor must take all reasonable safety precautions for the Project and comply with all safety requirements and regulations as may be provided elsewhere in the Contract Documents and by applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the Project. Contractor warrants that: (a) the duty to provide a safe place for Contractor's Work for Contractor's employees, the employees of any other entity, or any other person on or about the Project site rests solely with the Contractor; (b) the duty to provide general or safety supervision and safety inspections of the Work, equipment, and procedures of the Contractor, its subcontractors, and of others as it might affect the safety of property or persons related to the performance of the Work under this Agreement rests solely with the Contractor; (c) the Contractor shall designate a person in it employ, stationed full time at the jobsite during the progress of the Work, and such person shall be authorized to take prompt action in matters relating to safety on behalf of Contractor. Such person shall be knowledgeable in matters relating to safety through either training or experience or both. Such person shall attend all safety meetings or safety inspections held at the jobsite and take appropriate action to correct unsafe work practices which come to his attention or Contractor's attention; and (d) the duty to take reasonable safety precautions with respect to the handling of hazardous substances, Project site cleanliness, and emergency procedures and to comply with necessary safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property, including but not limited to applicable OSHA standards, related to the performance of the Contractor's Work under this Agreement rests solely with the Contractor.

The Contractor shall indemnify, defend and save Owner harmless from any liability, loss, cost penalty, damage or expense, including attorneys' fees, damage, injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by Contractor of any such statute, regulation, order, rule, requirement or standard and such sums shall be deducted from amounts due under this agreement.

16. **Warranty.** In addition to Contractor's obligations to correct defective or non-conforming Work provided by law or as may be provided elsewhere in the Contract Documents, Contractor warrants to the Owner that materials and equipment furnished by Contractor will be of good quality and new unless otherwise permitted by the Contract Documents and the Work will be free from defects and conform to the requirements of the Contract Documents. Contractor will immediately correct, at Contractor's expense, all defects and non-conformance in workmanship or materials which appear within one (1) year from the completion of the Project. This warranty is in addition to all special or extended warranties. Contractor must indemnify Owner against, and reimburse Owner for, all claims, damages and expenses, including attorneys' fees, incurred by Owner as a result of Contractor's failure to abide by its warranty obligations.

17. **Minimum Insurance Requirements.** Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the Owner, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the Owner shall be given to the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

B. Auto Liability

Limits of Liability:	\$1,000,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A (Worker's Comp.)	Statutory Minimum Requirements
Coverage B Employer's Liability:	\$500,000 Each Accident
	\$500,000 Disease – each employee
	\$500,000 Disease Policy Limit

D. Excess Liability (Umbrella Form)

Limits of Liability	\$5,000,000 Each Occurrence
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All coverage provided above shall be endorsed to include the Owner as an additional insured except for the Worker's Compensation / Employer's Liability policy. ISO forms *CG 2010 07 04* and *CG 2037*, or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the Owner and shall include coverage for completed operations. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in excess of the limits provided by such policies and shall be non-contributory. To the extent commercially reasonable, all insurance requirements and limits shall apply to all of Contractor's subcontractors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits.

The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of Owner.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

E. **Property Insurance.** Unless otherwise provided, the Owner shall purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

18. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use, caused by Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall indemnify and defend, at the Contractor's sole expense, the Indemnitees as set forth herein from and against any actions, lawsuits, proceedings or claims resulting from claim filed or asserted against the Work, the Project and any improvements thereon, the Contract Sum or any applicable retainage by a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. If the Contractor refuses an Indemnitee's demand for a defense and indemnification, the Contractor shall reimburse the Owner for all its costs incurred as a result of any such lien or claim including but not limited to, any judgment resulting from any actions, lawsuits or proceedings. If the Contractor disputes a claim, the Contractor shall

have the right to contest such claim but such right shall not in any way abridge, modify or nullify the Contractor's obligations to the Indemnitees.

19. Claims. If Contractor claims it should receive additional sums or time, Contractor must notify Owner and request a Change Order in writing within forty-eight (48) hours after Contractor learned (or should have learned) of the basis for the request. No additional sums will be paid and no additional time will be recognized unless Owner has issued a Change Order.

20. Claims for Consequential Damages. Contractor waives claims against Owner for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

21. Payments. All payments provided herein are subject to funds as appropriated and the laws of the State of Indiana.

A. Progress Payments; Retainage. Owner shall make monthly progress payments on the basis of Contractor's Applications for Payment. Each Application for Payment shall be based on the schedule of values. Applications 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.

2. 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.

B. Payment of Subcontractors. The Contractor agrees to assume full 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 and 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.

a. 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 Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall 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 is made or filed with Owner, the Project, 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 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.

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 Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; 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, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Contract Sum, less such amounts as Owner shall determine, or Owner may withhold.

E. Final Payment. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Sum.

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) 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. Owner shall make final payment to the Contractor within ninety-one (91) days after final acceptance and completion of the Work. However, final payment may not be made on any amount that is 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. No payment, including final payment, will be considered to be an acceptance of defective or non-conforming Work.

22. Termination for Default. In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure. Contractor shall be in default if it fails to perform or comply with its obligations under the

Contract Documents, does not perform Work for more than forty-eight (48) hours when Work is available, or becomes insolvent, files for bankruptcy, or is dissolved or otherwise ceases to exist. In addition to any other legal remedies available to Owner, under this Agreement, law or equity, Owner shall have the absolute right, after forty-eight (48) hours written notice to Contractor to cure such default, correct or overcome the default and charge all expenses, losses, costs and damages, including attorneys' fees, to Contractor, or terminate this Agreement and complete the Work but whatever means Owner deems necessary.

23. **Termination for Convenience.** Owner may terminate this Agreement for Owner's sole convenience, in which event Contractor will only receive payment for the Work completed as of the date of termination, without compensation for profit on work not performed.

24. **No Assignment.** This Agreement may not be assigned by Contractor to a third party without the prior written consent of Owner. Moneys that may become due and moneys that are due may not be assigned by Contractor without such consent (except to the extent that the effect of this restriction may be limited by law). If Contractor attempts to make an assignment without such prior written consent of the Owner, Contractor shall nevertheless remain legally responsible for all obligations under this Agreement.

25. **Notice.** Notice shall be in writing and delivered via e-mail, telefax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. **No Third-Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor. Contractor and the Owner agree that this Agreement is not intended to benefit any other third-party.

27. **Dispute Resolution.**

Mediation. The parties shall endeavor to resolve their claims by mediation which shall be administered by the Indiana Rule for Alternate Dispute Resolutions 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, Hamilton County, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement, if the Owner is the "prevailing party" in such litigation, Owner shall be entitled to recover its attorneys' fees incurred in the litigation, 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 Agreement shall be any court of competent jurisdiction located in Hamilton County, Indiana. 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.

28. **Interest.** Payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no 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.

29. **E-Verify.** Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN.

30. **Contractor Not Suspended or Debarred.** By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities.

31. **Drug Testing Program.** The laws of the State of Indiana (IC §36-1-12-24 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of \$150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statute referred to above.

32. **Fire Arms.** There shall be no firearms allowed on the Project Site or anywhere within the Project property. Exceptions would be made for law enforcement officials, security forces required elsewhere by these Specifications, or per other requirements or allowances specifically made by the Owner.

33. **Nondiscrimination.** The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

34. **American Steel.** To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. §5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used or supplied in the performance of the Contract and in the performance of any subcontracts.

35. **Miscellaneous.** This Agreement represents the entire and integrated agreement between Owner and Contractor, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force. Any modification to the Agreement must be in writing and signed by both Owner and Contractor.

(3768221(v1)/27950)

Quote

Date: Oct. 27, 2025
Exp. Date: Nov. 26, 2025

Project: Cyntheanne Park Soccer Fields
Fishers, IN
Musco Project Number: 248090

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site & Pole-in-Air Installation

Soccer Fields 1 & 2 (360'x225'):

TLC for LED™ Sports Lighting w/ Control-Link® & Pole-in-Air Installation \$367,000.00

- Poles S5 & S6 Include Accommodations For Future Backside Luminaires For Soccer Field 3
- Controls System Includes Contactors & Switches For Future Soccer Field 3

Sales tax, bonding, and electrical installation are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels and uniformities as listed below
 - Soccer Field 1 (360'x225'): 30FC, 2.5:1
 - Soccer Field 2 (360'x225'): 30FC, 2.5:1

System Description

- Factory aimed and assembled luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL



Quote

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mark Lusch

Sales Representative
Musco Sports Lighting, LLC
Phone: (317) 385-8711
E-mail: mark.lusch@musco.com



Scope of Work: Light-Structure System™ - Pole in the Air

Cyntheanne Park Soccer Fields Fishers, IN Pole in the Air Scope of Work

Customer/Electrical Contractor Responsibilities

General:

1. Complete access to the site for construction utilizing 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide on-site dumpster(s).

Electrical:

1. Provide materials and equipment to upgrade existing **OR** install new electrical service panel(s) as required.
2. Provide materials and equipment to install all underground conduit, wiring, pull boxes, etc. and terminate wiring as required.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) 24"x72" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, wire harnesses, fixtures, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report. If no geotechnical report is available, a foundation and pole-assembly (CIS) drawing based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2 will be provided.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.



Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery. Control and monitoring cabinets will need to be given to on-site customer representative.
5. Provide storage containers for materials (including electrical components enclosures) as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
10. Complete and submit Musco provided closeout checklist including required pictures.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming drawing provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (6) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED fixtures, electrical enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect dressed (6) LSS Poles and aim utilizing the pole alignment beam.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
 - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.



Scope of Work: Light-Structure System™ - Pole in the Air

- i. Jobsite shall be policed daily for compliance to the above conditions.
 - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



Public Work Agreement (Short Form)

City of Fishers, Indiana
Department of Public Works
Fishers, IN 46038
Phone (317)595-3152

“CONTRACTOR”:
Musco Sports Lighting, LLC
317-385-8711
Mark.lusch@musco.com

For Work at the Following “PROJECT”:
Cyntheanne Park Field Lighting
Installation Project
(Telephone) steinere@fishers.in.us

Contractor will provide all labor, materials, tools, equipment, supplies, safety equipment, transportation, supervision, permits and governmental fees, licenses and inspections necessary to perform in a good and workmanlike manner and in accordance with the Agreement, Terms and Conditions and Contractor Documents, or reasonably inferable as necessary to produce the results intended as defined in Exhibit A, attached hereto (the “Work”).

The “Contract Documents” mean this Agreement and those documents listed in Exhibit A attached hereto (the “Contract Documents”). There are no Contract Documents other than those listed herein.

Owner will pay Contractor the “Contract Sum” of \$367,000 for the Work subject to the “Terms and Conditions” herein. The Work will be commenced on approximately _____, _____, and be Substantially Complete within approximately _____ calendar days or by _____, _____ (Completion Date).

THIS AGREEMENT IS SUBJECT AND BY SIGNING CONTRACTOR AGREES TO ALL SUCH TERMS AND CONDITIONS.

CITY OF FISHERS, INDIANA

MUSCO SPORTS LIGHTING, LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

AGREEMENT DATE: _____

Date: _____

TERMS AND CONDITIONS

1. Acceptance. Commencement of the Work shall mean Contractor has agreed to the Terms and Conditions. Documents with terms additional to or different from this Agreement shall not be binding upon Owner.

2. Conflicts/Order of Precedent. Contractor shall promptly notify Owner of any discrepancy or conflict in the Contract Documents. 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 requiring 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. 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. The Work shall include all incidental Work necessary and customary for the completion described in the Contract Documents.

3. Means and Methods. Contractor shall supervise and direct the Work using its best skill and attention and have control over all means, methods, techniques, sequences, procedures and coordination. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work to determine when subsequent Work can be performed or installed.

4. 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.

5. Survey. If necessary for completion of the Work, Owner shall furnish available surveys in its possession describing the physical characteristics, legal limitations, utility locations and a legal description of the Project. 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.

6. Clean-Up. Contractor shall keep the Project site and surrounding area free from the accumulation of waste materials or rubbish caused by performance of the Work. At completion of the Work, Contractor shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

7. Subcontractors. Before the Work 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 subcontract sum. All subcontractors, if required, shall be state certified/qualified. Contractor shall

not contract with a proposed person or entity to whom Owner has made a reasonable objection.

8. **Subcontracts.** By written agreement, Contractor shall require each subcontractor be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor 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. 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 default and Owner's written acceptance or the Subcontract provided to subcontractor.

9. **Project Labor Relations.** Contractor shall assure harmonious labor relations at the Project so as to prevent any delays, disruptions or interference to the Work. Contractor agrees that it will bind and require all of its subcontractors, suppliers and other such persons or entities to agree to all of the provisions of this paragraph.

10. **Contractor's Representations.** Contractor represents and warrants to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive any termination of this Agreement, and the final completion of the Work, that the Contractor has:

i. 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 to Owner prior to the date of this Agreement. Contractor shall perform no Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Contract Documents are suitable for the Work and it will perform and complete the Work to the satisfaction of Owner;

ii. is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations and has sufficient experience and competence to do so;

iii. has visited the Project and is familiar with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents;

iv. 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;

v. possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of this Project, and will perform the Work with the care, skill and diligence of such a contractor;

vi. has not, nor has any other member, representative, agent, or officer of 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.

11. **Time.** Time is of the essence of the Agreement. The Work will be performed as required by Owner's Schedule, consistent with the Completion

Date. Owner may modify this Schedule. If the Work is delayed by Owner, the Completion Date will be extended. Contractor must request an extension of the Completion Date in writing to Owner no later than forty-eight (48) hours after the beginning of the condition causing the delay or Contractor's claim will be waived. Contractor will provide Owner with an estimate of the duration of delay. An extension of the Completion Date will be Contractor's sole remedy for any delay.

12. **Overtime.** Owner, if it deems necessary, may direct Contractor to work overtime, to meet the 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 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 Project. If, after written notice is given, Contractor refuses to work overtime, Owner may hire others to perform the Work and deduct the cost from the Contract Sum.

13. **Delay.** Should the Work be delayed by any fault or neglect or act or failure to act of Contractor or any of its 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 compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

14. **Submittals.** Contractor shall timely prepare, review, approve and submit to Owner all shop drawings, product data and samples required for the Work by the Contract Documents ("Submittals"). Contractor must verify all materials, field measurements and field construction criteria. Contractor must strictly comply with the requirements of the Contract Documents even if Submittals are approved by Owner.

15. **Safety.** Contractor must take all reasonable safety precautions for the Project and comply with all safety requirements and regulations as may be provided elsewhere in the Contract Documents and by applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the Project. Contractor warrants that: (a) the duty to provide a safe place for Contractor's Work for Contractor's employees, the employees of any other entity, or any other person on or about the Project site rests solely with the Contractor; (b) the duty to provide general or safety supervision and safety inspections of the Work, equipment, and procedures of the Contractor, its subcontractors, and of others as it might affect the safety of property or persons related to the performance of the Work under this Agreement rests solely with the Contractor; (c) the Contractor shall designate a person in its employ, stationed full time at the jobsite during the progress of the Work, and such person shall be authorized to take prompt action in matters relating to safety on behalf of Contractor. Such person shall be knowledgeable in matters relating to safety through either training or experience or both. Such person shall attend all safety meetings or safety inspections held at the jobsite and take appropriate action to correct unsafe work practices which come to his attention or Contractor's attention; and (d) the duty to take reasonable safety precautions with respect to the handling of hazardous substances, Project site cleanliness, and emergency procedures and to comply with necessary safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property, including but not limited to applicable OSHA standards, related to the performance of the Contractor's Work under this Agreement rests solely with the Contractor.

The Contractor shall indemnify, defend and save Owner harmless from any liability, loss, cost penalty, damage or expense, including attorneys' fees, damage, injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by Contractor of any such statute, regulation, order, rule, requirement or standard and such sums shall be deducted from amounts due under this agreement.

16. Warranty. In addition to Contractor's obligations to correct defective or non-conforming Work provided by law or as may be provided elsewhere in the Contract Documents, Contractor warrants to the Owner that materials and equipment furnished by Contractor will be of good quality and new unless otherwise permitted by the Contract Documents and the Work will be free from defects and conform to the requirements of the Contract Documents. Contractor will immediately correct, at Contractor's expense, all defects and non-conformance in workmanship or materials which appear within one (1) year from the completion of the Project. This warranty is in addition to all special or extended warranties. Contractor must indemnify Owner against, and reimburse Owner for, all claims, damages and expenses, including attorneys' fees, incurred by Owner as a result of Contractor's failure to abide by its warranty obligations.

17. Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the Owner, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the Owner shall be given to the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

B. Auto Liability

Limits of Liability:	\$1,000,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A (Worker's Comp.)	Statutory Minimum Requirements
Coverage B	
Employer's Liability:	\$500,000 Each Accident
	\$500,000 Disease – each employee
	\$500,000 Disease Policy Limit

D. Excess Liability (Umbrella Form)

Limits of Liability	\$5,000,000 Each Occurrence
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All coverage provided above shall be endorsed to include the Owner as an additional insured except for the Worker's Compensation / Employer's Liability policy. ISO forms *CG 2010 07 04* and *CG 2037*, or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the Owner and shall include coverage for completed operations. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in excess of the limits provided by such policies and shall be non-contributory. To the extent commercially reasonable, all insurance requirements and limits shall apply to all of Contractor's subcontractors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits.

The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of Owner

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

E. Property Insurance. Unless otherwise provided, the Owner shall purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

18. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use, caused by Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall indemnify and defend, at the Contractor's sole expense, the Indemnitees as set forth herein from and against any actions, lawsuits, proceedings or claims resulting from claim filed or asserted against the Work, the Project and any improvements thereon, the Contract Sum or any applicable retainage by a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. If the Contractor refuses an Indemnitee's demand for a defense and indemnification, the Contractor shall reimburse the Owner for all its costs incurred as a result of any such lien or claim including but not limited to, any judgment resulting from any actions, lawsuits or proceedings. If the Contractor disputes a claim, the Contractor shall

have the right to contest such claim but such right shall not in any way abridge, modify or nullify the Contractor's obligations to the Indemnitees.

19. **Claims.** If Contractor claims it should receive additional sums or time, Contractor must notify Owner and request a Change Order in writing within forty-eight (48) hours after Contractor learned (or should have learned) of the basis for the request. No additional sums will be paid and no additional time will be recognized unless Owner has issued a Change Order.

20. **Claims for Consequential Damages.** Contractor waives claims against Owner for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

21. **Payments.** All payments provided herein are subject to funds as appropriated and the laws of the State of Indiana.

A. **Progress Payments, Retainage.** Owner shall make monthly progress payments on the basis of Contractor's Applications for Payment. Each Application for Payment shall be based on the schedule of values. Applications 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.

2. 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.

B. **Payment of Subcontractors.** The Contractor agrees to assume full 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 and 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.

a. 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 Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall 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 is made or filed with Owner, the Project, 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 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.

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 Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum: 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, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Contract Sum, less such amounts as Owner shall determine, or Owner may withhold.

E. **Final Payment.** Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Sum.

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) 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. Owner shall make final payment to the Contractor within ninety-one (91) days after final acceptance and completion of the Work. However, final payment may not be made on any amount that is 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. No payment, including final payment, will be considered to be an acceptance of defective or non-conforming Work.

22. **Termination for Default.** In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure. Contractor shall be in default if it fails to perform or comply with its obligations under the

Contract Documents, does not perform Work for more than forty-eight (48) hours when Work is available, or becomes insolvent, files for bankruptcy, or is dissolved or otherwise ceases to exist. In addition to any other legal remedies available to Owner, under this Agreement, law or equity, Owner shall have the absolute right, after forty-eight (48) hours written notice to Contractor to cure such default, correct or overcome the default and charge all expenses, losses, costs and damages, including attorneys' fees, to Contractor, or terminate this Agreement and complete the Work but whatever means Owner deems necessary.

23. Termination for Convenience. Owner may terminate this Agreement for Owner's sole convenience, in which event Contractor will only receive payment for the Work completed as of the date of termination, without compensation for profit on work not performed.

24. No Assignment. This Agreement may not be assigned by Contractor to a third party without the prior written consent of Owner. Moneys that may become due and moneys that are due may not be assigned by Contractor without such consent (except to the extent that the effect of this restriction may be limited by law). If Contractor attempts to make an assignment without such prior written consent of the Owner, Contractor shall nevertheless remain legally responsible for all obligations under this Agreement.

25. Notice. Notice shall be in writing and delivered via e-mail, telefax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. No Third-Party Beneficiaries. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor. Contractor and the Owner agree that this Agreement is not intended to benefit any other third-party.

27. Dispute Resolution.

Mediation. The parties shall endeavor to resolve their claims by mediation which shall be administered by the Indiana Rule for Alternate Dispute Resolutions 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, Hamilton County, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement, if the Owner is the "prevailing party" in such litigation, Owner shall be entitled to recover its attorneys' fees incurred in the litigation, 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 Agreement shall be any court of competent jurisdiction located in Hamilton County, Indiana. 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.

28. Interest. Payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no 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.

29. E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

30. Contractor Not Suspended or Debarred. By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities.

31. Drug Testing Program. The laws of the State of Indiana (IC §36-1-12-24 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of \$150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statute referred to above.

32. Fire Arms. There shall be no firearms allowed on the Project Site or anywhere within the Project property. Exceptions would be made for law enforcement officials, security forces required elsewhere by these Specifications, or per other requirements or allowances specifically made by the Owner.

33. Nondiscrimination. The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

34. American Steel. To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. §5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used or supplied in the performance of the Contract and in the performance of any subcontracts.

35. Miscellaneous. This Agreement represents the entire and integrated agreement between Owner and Contractor, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force. Any modification to the Agreement must be in writing and signed by both Owner and Contractor.

(3768221(v1)27950)



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Approve Professional Services Agreement with Kimley-Horn at HSE Practice Field			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R1125250	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	Before you is an agreement with Kimley-Horn to perform the civil site plans for turfing one field HSE between the Athletic lot and Royalty Dr. The contract amount will not exceed \$81,400.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$82,000
	Expenditure \$:	Not to exceed \$81,400
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Kimley-Horn.
	2.	Deny the quote from Kimley-Horn.
	3.	Table the quote from Kimley-Horn.
	4.	
PROJECT TIMELINE	If approved, agreement will commence immediately.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend entering into an agreement with Kimley-Horn	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R1125250

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES, INC. (HAMILTON SOUTHEASTERN SCHOOLS)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to engage a firm to perform civil site plans for turfing one (1) field at Hamilton Southeastern Schools (“Project”); and

WHEREAS, Kimley-Horn and Associates, Inc., (“Kimley-Horn”) is a firm that performs civil site plans and the City now desires to enter into an agreement with Kimley-Horn 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 is authorized to execute an agreement substantially similar to 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 November 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



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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Kimley-Horn and Associates a North Carolina Limited Liability Company the “Consultant”) as follows:

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to provide services as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or, collectively, the “Services”).

The “Agreement” shall mean this Services Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Exhibits attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant 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 _____, 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) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant’s contractual relationship with the City); or (ii) it becomes generally known that Consultant 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 Consultant 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.** Consultant 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”). Consultant shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Consultant 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, Consultant 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 Consultant fully satisfying its obligations included herein, Consultant shall be paid as set forth in Exhibit A, not to exceed \$81,400.00 (the “Consideration”); provided, however, the Consultant acknowledges that to be timely paid, the Consultant 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 Consultant by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Consultant under contracts to which Consultant is a party, to the extent that such contracts relate to the performance of the Services by Consultant or any party acting by, under, through, or on behalf of Consultant; (b) the negligence or willful misconduct of Consultant or any party acting by, under, through, or on behalf of Consultant; or (c) the breach by Consultant 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. **INSURANCE.**

Consultant shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Consultant’s operations under this Agreement, whether such operations be by Consultant or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

 - 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Consultant’s insurance shall be not less than the amounts shown below:

A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Ops.
 \$1,000,000 Bodily Injury / Prop. Damage
 \$1,000,000 Personal / Advertising Injury
 \$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$1,000,000 Per Accident
 Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer’s Liability

Coverage A
 (Worker’s Comp.) Statutory Minimum Requirements

D. Excess Liability (Umbrella Form)

Limits of Liability \$5,000,000 Each Occurrence

E. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Consultant to the above enumerated amounts.

7. **COMPLIANCE WITH LAWS.** During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 7, “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, including by not limited to the Federal Civil Rights Act of 1964 and if applicable, the Drug-Free Workplace Act of 1988. Moreover, Consultant 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.

8. **GOVERNING LAW.**

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.

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.

9. CONSULTANT CERTIFICATIONS.

- A. **Discrimination.** Consultant 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Consultant will state, in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- B. **Conflict of Interest.** Consultant certifies and warrants to the City that neither it nor its officers, agents, employees or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City. For purposes of compliance with Ind. Code 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a relative as that term is defined by IC 36-1-21-3 of an elected official of the City. Consultant further certifies and warrants that Consultant, or a person who wholly or partially owns Consultant is not a public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from this contract as set forth in Ind. Code 35-44.1-1-4.
- C. **Investment in Iran.** Consultant certifies and warrants that it does not engage in investment activities in Iran as more particularly described in I.C. 5-22-16.5.
- D. **E-Verify.** Consultant understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 9, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Consultant agrees 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, Consultant 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, Consultant 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 Consultant and delivered to the City.

10. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Consultant, and their respective successors and assigns; provided, however, Consultant 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. Consultant waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Consultant 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 Consultant. 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 Consultant 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

**KIMLEY-HORN AND ASSOCIATES,
INC.**

By: _____
Scott Fadness, Mayor

By: _____

Its: _____

EXHIBIT B
EFT Form

EXHIBIT C
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Kimley-Horn and Associates, Inc., a North Carolina Limited Liability Company ("Consultant"), effective as of _____, 2025 (the "Effective Date"), hereby certifies and affirms the following on behalf of Consultant:

1. Consultant is enrolled in and is participating in the E-Verify program;
2. Consultant does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contactor 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 Consultant 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 Consultant.

Kimley-Horn and Associates, Inc.

Its: _____
 [*SIGNATORY'S POSITION*]



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Approve Agreement with Kimley-Horn at FHS Practice Field			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R112525P	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	Before you is an agreement with Kimley-Horn to perform the civil site plans for turfing one field at FHS directly east of varsity soccer. The contract amount will not exceed \$82,000.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$82,000
	Expenditure \$:	Not to exceed \$82,000
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Kimley-Horn.
	2.	Deny the quote from Kimley-Horn.
	3.	Table the quote from Kimley-Horn.
	4.	
PROJECT TIMELINE	If approved, agreement will commence immediately.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend entering into an agreement with Kimley-Horn	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525P

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES, INC. (FISHERS HIGH SCHOOL)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to engage a firm to perform civil site plans for turfing one (1) field at Fishers High School (“Project”); and

WHEREAS, Kimley-Horn and Associates, Inc., (“Kimley-Horn”) is a firm that performs civil site plans and the City now desires to enter into an agreement with Kimley-Horn 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 is authorized to execute an agreement substantially similar to 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 November 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



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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Kimley-Horn and Associates a North Carolina Limited Liability Company the “Consultant”) as follows:

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to provide services as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or, collectively, the “Services”).

The “Agreement” shall mean this Services Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Exhibits attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant 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 _____, 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) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant’s contractual relationship with the City); or (ii) it becomes generally known that Consultant 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 Consultant 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.** Consultant 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”). Consultant shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Consultant 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, Consultant 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 Consultant fully satisfying its obligations included herein, Consultant shall be paid as set forth in Exhibit A, not to exceed \$82,000 (the “Consideration”); provided, however, the Consultant acknowledges that to be timely paid, the Consultant 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 Consultant by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Consultant under contracts to which Consultant is a party, to the extent that such contracts relate to the performance of the Services by Consultant or any party acting by, under, through, or on behalf of Consultant; (b) the negligence or willful misconduct of Consultant or any party acting by, under, through, or on behalf of Consultant; or (c) the breach by Consultant 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. **INSURANCE.**
Consultant shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Consultant’s operations under this Agreement, whether such operations be by Consultant or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
 - 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Consultant’s insurance shall be not less than the amounts shown below:

A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Ops.
 \$1,000,000 Bodily Injury / Prop. Damage
 \$1,000,000 Personal / Advertising Injury
 \$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$1,000,000 Per Accident
 Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer’s Liability

Coverage A
 (Worker’s Comp.) Statutory Minimum Requirements

D. Excess Liability (Umbrella Form)

Limits of Liability \$5,000,000 Each Occurrence

E. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Consultant to the above enumerated amounts.

7. **COMPLIANCE WITH LAWS.** During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 7, “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, including by not limited to the Federal Civil Rights Act of 1964 and if applicable, the Drug-Free Workplace Act of 1988. Moreover, Consultant 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.

8. **GOVERNING LAW.**

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.

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.

9. CONSULTANT CERTIFICATIONS.

- A. **Discrimination.** Consultant 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Consultant will state, in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- B. **Conflict of Interest.** Consultant certifies and warrants to the City that neither it nor its officers, agents, employees or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City. For purposes of compliance with Ind. Code 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a relative as that term is defined by IC 36-1-21-3 of an elected official of the City. Consultant further certifies and warrants that Consultant, or a person who wholly or partially owns Consultant is not a public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from this contract as set forth in Ind. Code 35-44.1-1-4.
- C. **Investment in Iran.** Consultant certifies and warrants that it does not engage in investment activities in Iran as more particularly described in I.C. 5-22-16.5.
- D. **E-Verify.** Consultant understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 9, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Consultant agrees 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, Consultant 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, Consultant 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 Consultant and delivered to the City.

10. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Consultant, and their respective successors and assigns; provided, however, Consultant 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. Consultant waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Consultant 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 Consultant. 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 Consultant 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

**KIMLEY-HORN AND ASSOCIATES,
INC.**

By: _____
Scott Fadness, Mayor

By: _____

Its: _____

EXHIBIT B
EFT Form

EXHIBIT C
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Kimley-Horn and Associates, Inc., a North Carolina Limited Liability Company ("Consultant"), effective as of _____, 2025 (the "Effective Date"), hereby certifies and affirms the following on behalf of Consultant:

1. Consultant is enrolled in and is participating in the E-Verify program;
2. Consultant does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contactor 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 Consultant 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 Consultant.

Kimley-Horn and Associates, Inc.

Its: _____
 [SIGNATORY'S POSITION]



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Approve Professional Services Agreement with Kimley-Horn at Billerica Park Upper Pod			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R112525Q	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	Before you is an agreement with Kimley-Horn to perform the civil site plans for turfing 4 infields at Billerica Upper Pod. The contract amount will not exceed \$88,400.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$88,400
	Expenditure \$:	Not to exceed \$88,400
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Kimley-Horn.
	2.	Deny the quote from Kimley-Horn.
	3.	Table the quote from Kimley-Horn.
	4.	
PROJECT TIMELINE	If approved, agreement will commence immediately.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend entering into an agreement with Kimley-Horn	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525Q

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES, INC. (BILLERICAY PARK)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to engage a firm to perform civil site plans for turfing four (4) fields at Billericay Upper Pod (“Project”); and

WHEREAS, Kimley-Horn and Associates, Inc., (“Kimley-Horn”) is a firm that performs civil site plans and the City now desires to enter into an agreement with Kimley-Horn 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 is authorized to execute an agreement substantially similar to 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 November 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



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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Kimley-Horn and Associates a North Carolina Limited Liability Company the “Consultant”) as follows:

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to provide services as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or, collectively, the “Services”).

The “Agreement” shall mean this Services Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Exhibits attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant 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 _____, 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) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant’s contractual relationship with the City); or (ii) it becomes generally known that Consultant 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 Consultant 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.** Consultant 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”). Consultant shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Consultant 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, Consultant 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 Consultant fully satisfying its obligations included herein, Consultant shall be paid as set forth in Exhibit A, not to exceed \$88,400 (the “Consideration”); provided, however, the Consultant acknowledges that to be timely paid, the Consultant 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 Consultant by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Consultant under contracts to which Consultant is a party, to the extent that such contracts relate to the performance of the Services by Consultant or any party acting by, under, through, or on behalf of Consultant; (b) the negligence or willful misconduct of Consultant or any party acting by, under, through, or on behalf of Consultant; or (c) the breach by Consultant 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. **INSURANCE.**

Consultant shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Consultant’s operations under this Agreement, whether such operations be by Consultant or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

 - 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Consultant’s insurance shall be not less than the amounts shown below:

A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Ops.
 \$1,000,000 Bodily Injury / Prop. Damage
 \$1,000,000 Personal / Advertising Injury
 \$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$1,000,000 Per Accident
 Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer’s Liability

Coverage A
 (Worker’s Comp.) Statutory Minimum Requirements

D. Excess Liability (Umbrella Form)

Limits of Liability \$5,000,000 Each Occurrence

E. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Consultant to the above enumerated amounts.

7. COMPLIANCE WITH LAWS. During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 7, “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, including by not limited to the Federal Civil Rights Act of 1964 and if applicable, the Drug-Free Workplace Act of 1988. Moreover, Consultant 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.

8. GOVERNING LAW.

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.

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.

9. CONSULTANT CERTIFICATIONS.

- A. **Discrimination.** Consultant 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Consultant will state, in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- B. **Conflict of Interest.** Consultant certifies and warrants to the City that neither it nor its officers, agents, employees or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City. For purposes of compliance with Ind. Code 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a relative as that term is defined by IC 36-1-21-3 of an elected official of the City. Consultant further certifies and warrants that Consultant, or a person who wholly or partially owns Consultant is not a public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from this contract as set forth in Ind. Code 35-44.1-1-4.
- C. **Investment in Iran.** Consultant certifies and warrants that it does not engage in investment activities in Iran as more particularly described in I.C. 5-22-16.5.
- D. **E-Verify.** Consultant understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 9, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Consultant agrees 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, Consultant 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, Consultant 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 Consultant and delivered to the City.

10. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Consultant, and their respective successors and assigns; provided, however, Consultant 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. Consultant waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Consultant 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 Consultant. 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 Consultant 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

**KIMLEY-HORN AND ASSOCIATES,
INC.**

By: _____
Scott Fadness, Mayor

By: _____

Its: _____

EXHIBIT B
EFT Form

EXHIBIT C
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Kimley-Horn and Associates, Inc., a North Carolina Limited Liability Company ("Consultant"), effective as of _____, 2025 (the "Effective Date"), hereby certifies and affirms the following on behalf of Consultant:

1. Consultant is enrolled in and is participating in the E-Verify program;
2. Consultant does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contactor 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 Consultant 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 Consultant.

Kimley-Horn and Associates, Inc.

Its: _____
 [*SIGNATORY'S POSITION*]



Board Action Form

MEETING DATE	November 25, 2025			
TITLE	Request to Approve Professional Services Agreement with Kimley-Horn at Cyntheanne Park			
SUBMITTED BY	Name & Title: Jonathan Valenta Director of Public Works			
	Department:			
MEETING TYPE	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R112525R	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & will provide contract at a later date		<input type="checkbox"/> No contract for this item	
	<input checked="" type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office			

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: BennettL</i>	
BACKGROUND (Includes description, background, and justification)	Before you is an agreement with Kimley-Horn to perform the civil site plans for turfing two fields at Cyntheanne Park. The contract amount will not exceed \$95,900.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$79,600
	Expenditure \$:	Not to exceed \$79,600
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Kimley-Horn.
	2.	Deny the quote from Kimley-Horn.
	3.	Table the quote from Kimley-Horn.
	4.	
PROJECT TIMELINE	If approved, agreement will commence immediately.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	We recommend entering into an agreement with Kimley-Horn	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525R

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES, INC.**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to engage a firm to perform for civil site plans for turfing two (2) fields at Cyntheanne Park (“Project”); and

WHEREAS, Kimley-Horn and Associates, Inc., (“Kimley-Horn”) is a firm that performs civil site plans and the City now desires to enter into an agreement with Kimley-Horn 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 is authorized to execute an agreement substantially similar to 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 November 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



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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Kimley-Horn and Associates a North Carolina Limited Liability Company the “Consultant”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to provide services as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or, collectively, the “Services”).

The “Agreement” shall mean this Services Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Exhibits attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant 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 _____, 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) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant’s contractual relationship with the City); or (ii) it becomes generally known that Consultant 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 Consultant 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.** Consultant 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”). Consultant shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Consultant 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, Consultant 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 Consultant fully satisfying its obligations included herein, Consultant shall be paid as set forth in Exhibit A, not to exceed 79,600.00 (the “Consideration”); provided, however, the Consultant acknowledges that to be timely paid, the Consultant 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 Consultant by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Consultant under contracts to which Consultant is a party, to the extent that such contracts relate to the performance of the Services by Consultant or any party acting by, under, through, or on behalf of Consultant; (b) the negligence or willful misconduct of Consultant or any party acting by, under, through, or on behalf of Consultant; or (c) the breach by Consultant 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. **INSURANCE.**

Consultant shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Consultant’s operations under this Agreement, whether such operations be by Consultant or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

 - 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Consultant’s insurance shall be not less than the amounts shown below:

A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Ops.
 \$1,000,000 Bodily Injury / Prop. Damage
 \$1,000,000 Personal / Advertising Injury
 \$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$1,000,000 Per Accident
 Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer’s Liability

Coverage A
 (Worker’s Comp.) Statutory Minimum Requirements

D. Excess Liability (Umbrella Form)

Limits of Liability \$5,000,000 Each Occurrence

E. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Consultant to the above enumerated amounts.

7. COMPLIANCE WITH LAWS. During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 7, “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, including by not limited to the Federal Civil Rights Act of 1964 and if applicable, the Drug-Free Workplace Act of 1988. Moreover, Consultant 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.

8. GOVERNING LAW.

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.

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.

9. CONSULTANT CERTIFICATIONS.

- A. **Discrimination.** Consultant 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Consultant will state, in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- B. **Conflict of Interest.** Consultant certifies and warrants to the City that neither it nor its officers, agents, employees or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City. For purposes of compliance with Ind. Code 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a relative as that term is defined by IC 36-1-21-3 of an elected official of the City. Consultant further certifies and warrants that Consultant, or a person who wholly or partially owns Consultant is not a public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from this contract as set forth in Ind. Code 35-44.1-1-4.
- C. **Investment in Iran.** Consultant certifies and warrants that it does not engage in investment activities in Iran as more particularly described in I.C. 5-22-16.5.
- D. **E-Verify.** Consultant understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 9, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Consultant agrees 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, Consultant 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, Consultant 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 Consultant and delivered to the City.

10. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Consultant, and their respective successors and assigns; provided, however, Consultant 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. Consultant waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Consultant 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 Consultant. 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 Consultant 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

**KIMLEY-HORN AND ASSOCIATES,
INC.**

By: _____
Scott Fadness, Mayor

By: _____

Its: _____

EXHIBIT B
EFT Form

EXHIBIT C
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Kimley-Horn and Associates, Inc., a North Carolina Limited Liability Company ("Consultant"), effective as of _____, 2025 (the "Effective Date"), hereby certifies and affirms the following on behalf of Consultant:

1. Consultant is enrolled in and is participating in the E-Verify program;
2. Consultant does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contactor 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 Consultant 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 Consultant.

Kimley-Horn and Associates, Inc.

Its: _____
 [*SIGNATORY'S POSITION*]



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
BACKGROUND <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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 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: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. R112525S

**RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS
AND SAFETY APPROVING AGREEMENT FOR ON CALL SIGNAL MAINTENANCE
AND INSPECTIONS
(MIDWESTERN ELECTRIC)**

WHEREAS, the City of Fishers, Indiana (“City”) desires to contract signal maintenance services on an as needed basis along with required annual signal inspections (“Services”);

WHEREAS, the City’s Engineering Department has selected Midwestern Electric, Inc. to provide the Services; and

WHEREAS, the City desires to enter into an agreement substantially similar to the Agreement attached hereto and incorporated herein as Exhibit A (the “Agreement”) with Midwestern Electric, Inc., in an amount not to exceed One Hundred and Fifty Thousand Dollars and 00/100 (\$150,000.00);

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 is authorized to execute an agreement substantially similar to 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 meeting this 25th day of November, 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

**PROFESSIONAL SERVICES AGREEMENT FOR
TRAFFIC SIGNAL MONITORING,
MANAGEMENT AND MAINTENANCE**

THIS AGREEMENT, made and entered into on January 1, 2026, between City of Fishers, hereinafter referred to as the "City" and Midwestern Electric, Inc., an Indiana Corporation, to serve as Transportation and Traffic Management Consultant to the City, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS the City desires to contract professional services in connection with the management, monitoring and maintenance of the traffic control system within the City for the safety and convenience of the motoring public.

WHEREAS the City has the requisite authority under the provisions of the Indiana Statutes to contract services of the kind to be provided by Consultant to City.

WHEREAS the Consultant has demonstrated the capability and willingness to provide professional services dealing with the management, monitoring and maintenance of the traffic control system in the City.

NOW, THEREFORE, the parties hereto agree that Consultant shall provide the services referred to in this agreement and in the attachments, which are incorporated herein by this reference, to and for the benefit of the City, on the terms and for the compensation set forth below.

SECTION I - MONITORING SERVICES

If applicable, the Consultant may provide Monitoring Services as follows: **(1)** Initial monitoring of each system as described on **Attachment "A"** for a seven (7) day logging period, to note and review with City personnel, and to define system flaws; **(2)** monitor all systems daily to assure system operation and integrity; **(3)** provide system status reports and event reports as needed or requested; **(4)** correct and/or adjust traffic signal timings and intervals by City request or as determined by **"Management Services"** section of this contract; **(5)** provide orally and in writing recommended actions to be taken to correct major system malfunctions; **(6)** provide dispatch service and issue work orders to correct system related problems requiring the services of field technicians; **(7)** repair or replace communication modems and system master units as needed to provide reliable system operation. System equipment can be provided by the City or may be provided by the Consultant on a cost plus basis; **(8)** co-ordinate with communication and utility source to assure reliable system operation.

Payment For Monitoring Services

If applicable, **"Monitoring Services"** shall be paid for at a unit price per month per intersection as shown on

Attachment "E".

SECTION II - MANAGEMENT SERVICES

The Consultant may provide Management Services employing the services of a licensed traffic engineer, as follows: **(1)** Determine timing adjustments of all traffic controls; **(2)** install revised arterial coordination plans based on time-of-day and/or traffic response programming; **(3)** analyze existing coordination plans to determine the effectiveness and efficiency of each system and/or intersection(s); **(4)** handle inquiries for information concerning deficiencies or malfunctions of traffic control devices (timing, phasing, etc.); **(5)** act as an expert and provide testimony in litigation on behalf of the City concerning timing, phasing, geometry, etc., for an hourly compensation.

Drawings and Documents

The City shall furnish the Consultant with the following:

1. Criteria for design and details for established operational guidelines and plans.
2. Specifications and standard drawings applicable to City projects and intersections.
3. Existing traffic flows, staff assignments of City Personnel and operations.
4. Necessary permits, when requested.
5. Pertinent data from the transportation planning process.
6. Frequent traffic accident reports.
7. Utility plans available to the City covering facilities which govern the location of signals and underground conduits throughout the affected areas.
8. Such other documents and information as Consultant may reasonably request.

Payment For Management Services

Management and Traffic Engineering Services will be billed separately to City according to specific work order proposals agreed to in writing by City as set forth in a written purchase order. Consultant shall pass through the costs of the Traffic Engineer to City without mark up or premium except for the 15% premium for administrative overhead.

SECTION III - MAINTENANCE SERVICES FOR TRAFFIC SIGNAL CONTROL EQUIPMENT

General Provisions

Work to be Performed

If applicable, the work to be performed at the locations listed in **Attachment "B"** shall include routine, non-routine and preventative maintenance of traffic signals, controllers, loops, wiring, optic cable, communication devices and related equipment.

New Installation, Increased or Decreased Quantities

Whenever the quantity of intersections listed in **Attachment "B"** is increased or decreased due to additions or deletions the Consultant, upon notification by City, shall take appropriate action. This notification shall give the following information: (1) A description of the installation, unit, or item to be added or removed, (2) the location of the installation, unit, or item, and (3) an effective date of change.

Inspection

The City reserves the right to assign an inspector to the Consultant's operation' for the purpose of determining compliance with the specifications and maintaining of records. The City may enter the controller cabinet of any signalized intersection covered in this contract for the purpose of inspection and/ or emergency repair.

Level II Signal Electricians

The Consultant shall have four (4) IMSA Level II Signal Electricians with a minimum of five (5) years experience available for use under this Agreement. The technicians shall have the knowledge, experience, tools and equipment to check and/or program controllers, conflict monitors, coordination units, loop amplifiers and all other traffic control equipment and shall meet the requirements set forth in **Attachment "C"**.

Test Equipment and Tools

The Consultant shall provide all the necessary test equipment and tools for proper maintenance of the traffic signal indicators and controllers.

Traffic Signal Equipment and Hardware

All traffic signal equipment, relays and hardware furnished and installed by the Consultant while performing routine, non-routine and preventative maintenance services are not included in the respective unit prices and will be invoiced monthly. Minor materials such as tape, lugs, bolts, nuts, filters and signal lamps will be considered to be incidental to the signal maintenance service and there will be no charge to the City for these material

Signal Lamp Table

For traffic signal bulb change out purposes (routine or non-routine) the following table gives the proper lamp/wattage for various types of indications:

<u>TRAFFIC SIGNAL INDICATION</u>	<u>LAMP TYPE</u>
8" Green, 811 Amber, 9" Walk/Don't Walk	67 Watts
12" Energy Saving Grid Walk/Don't Walk	67 Watts
8" Red, 8" Amber Arrow, 811 Green Arrow	116 Watts
12" Green, 12" Amber, Other Walk/Don't Walk	116 Watts
12" Red, 12" Amber Arrow, 12" Green Arrow	150 Watts
Optically Programmed (3M)	150 Watts
Cabinet Convenience Lamp (G/M/P)	67/116/116 Watts

General Procedures

The Consultant shall make no alterations of existing installations unless authorized by the City, except in cases of emergency when a traffic signal is out of operation and no City representative can be contacted to authorize the alterations.

1. The Consultant shall respond to all emergency calls of reported damaged or malfunctioning traffic signal installations within three (3) hours of notification. At least one (1) telephone numbers answered twenty-four (24) hours seven (7) days a week will be provided, as shown on **Attachment "F"**, so the City may contact the Consultant for emergency purposes.
2. The Consultant shall be required to notify the City at least two (2) working days prior to performing regularly scheduled visits or City directed activities, whenever work to be performed will impede or alter traffic flows or require oversight, supervision or coordination of City personnel.
3. The Consultant shall submit monthly work summary reports for each visit to an intersection where routine or non-routine work was performed and account for all payments due. These reports shall contain the following information: intersection, problem reported, source of call, time call was received, arrival time, work performed, and signal equipment used.
4. Whenever the Consultant performs work at an intersection, he shall sign, date and log work done on the maintenance card located in the controller cabinet.
5. Where reasonably required, to protect the motoring public and the crews of Consultant, the City shall dispatch police or fire fighting emergency support personnel to the scene of traffic accidents or other incidents within the City right-of-way.

Lighting Maintenance

Lighting maintenance, if applicable, shall be performed on City-owned lighting systems as per the rates set forth in **Attachment "E"**.

Routine Maintenance

Routine maintenance, if applicable, shall be defined as to include, regardless of the time of day, the response for the repair or replacement of the following items due to operational malfunction:

- A. Traffic Signal Controllers. (Repair Electro-Mechanical) (Replace Solid State)
- B. Flasher Controllers. (Repair Electro-Mechanical) (Replace Solid State)
- C. Detection Amplifiers and Receivers. (Replace)
- D. Signal Lamp. (Replace)
- E. Signal Visors. (Repair or Replace)
- F. Load Switches and Relays. (Replace)
- G. Conflict Monitors. (Replace)
- H. Circuit Breakers. (Replace or Reset)
- I. Fuses. (Replace)

Routine maintenance of all types of installations is further defined as to include:

- A. Diagnosis of loop detection systems to identify deficient components.
- B. Logging of back panel and cabinet equipment status for the purpose of malfunction diagnosis.
- C. No additional payment will be made to the Consultant in the event of false calls.

Payment for Routine Maintenance

Routine maintenance, if applicable, shall be paid for at a unit price per month for each intersection as determined by controller type, (i.e. pre-warning flasher or traffic actuated) based on the number of intersections under maintenance, as set forth on **Attachment "E"**. The unit price per intersection shall include all labor and trucks used in carrying out routine maintenance.

Non-Routine Maintenance

Non-routine maintenance shall be defined as work performed on traffic signal locations at anytime as a result of:

- A. Traffic Accident.
- B. Vandalism.
- C. Weather Related Malfunction (i.e. high winds, lighting or ice build up).
- D. Other Natural Disasters.

Non-routine maintenance is further defined as to include:

- A. The proper response to a reported damaged traffic signal installation. In the event of extreme emergency situations, it may be necessary to solicit the immediate assistance of local enforcement agencies until such time that emergency repairs can be accomplished.
- B. Work directed by the City other than that work defined under "routine maintenance" or any other "schedule visit".
- C. Emergency response as a result of power failures and outages.

Payment for Non-Routine Maintenance

Non-routine maintenance shall be paid for at the unit prices listed on **Attachment "E"**. Quantities of items charged to the City for non-routine maintenance would be those materials and quantities actually used or replaced, including both temporary and permanent replacements. City will bear the cost of all materials supplied by Consultant in performing non-routine maintenance.

Annual Cabinet Inspections

There shall be scheduled visits to each intersection every twelve (12) months. The Consultant shall perform all inspections as indicated by the **"Preventative Maintenance Checklist" on Attachment "D"**. The Consultant shall submit a report on the results of the annual inspection.

Payment For Annual Cabinet Inspections

Work as described above will be paid for under the item **"Annual Inspections"** listed on **Attachment "E"**.

Annual Overhead Inspection and Lamp Change-Out

The Consultant shall replace all traffic signal and pedestrian signal lamps once each year during a time period agreeable to the City and the Consultant. Removed traffic signal lamps shall be destroyed so that they may not be used again.

Locations with LED traffic signals and pedestrian signals shall be inspected to insure the signals are not damaged or defective.

Lamps for optically programmed indications will not be changed-out annually. These lamps will only be changed-out in the event of a burned out or damaged lamp.

All lenses, LED signals, LED signs, and camera lenses are to be cleaned with a cleaner solution and a soft cloth that will not damage or haze any surface.

The following shall be checked at the time of the relamp:

1. Signal Hardware and Brackets.
2. Signal Condition.
3. Signal Height on Span Mount Signals.

An annual Lamp Change-Out Inspection report will be submitted to the City. This report will include any overhead traffic signal deficiencies observed while performing the Annual Lamp Change-Out. Consultant will provide all labor, equipment, tools and lamps necessary to perform the relamp and inspection.

Payment For Annual Overhead Inspection I Lamp Change-Out

Work as described above will be paid for by the items "**Annual Traffic Signal Lamp Change-Out with Pedestrian Signals**", "**Annual Traffic Signal Lamp Change-Out Without Pedestrian Signals**" or "**Annual Traffic Pre-Warning Flasher Lamp Change-Out**" listed on **Attachment "E"**.

Conflict Monitor Testing

The Consultant shall test, with approved equipment, each traffic signal intersection conflict monitor annually. Each test will comply with ITE and manufacturer's standards. These tests will be documented and submitted to the City. Under this item, the Consultant will provide all labor and test equipment to perform this work.

Payment For Conflict Monitor Test

Work as described above shall be paid for by the item "**Conflict Monitor Testing**" on **Attachment "E"**.

Emergency Vehicle Preemption System Testing

The Consultant shall test the City owned emergency vehicle preemption system. if applicable, at each location twice each year.

The City shall provide the Consultant with one emitter for the purpose of testing these locations.

Each test will comply with the manufacturer's standards. These tests will be documented and submitted to the City.

Under this item, the Consultant will provide all labor and test equipment, except for emitters, to perform this work.

Payment For Emergency Vehicle Preemption System Testing

Work as described above shall be paid for by the item "**Emergency Vehicle Preemption System Testing**" on **Attachment "E"**.

Responsibility for Claims and Liabilities

The Consultant shall be responsible for all damages due to activities of the Consultant, its sub-contractor(s), agents, or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent, and shall agree to indemnify and hold harmless the City from damages incurred by Consultant. Any request for indemnification shall be in writing and shall set forth the grounds upon which indemnification is sought.

Insurance

The Consultant shall carry General Liability insurance coverage for all work covered under this Traffic Signal Agreement. The Insurer shall be a company holding certificate of authority issued by the Indiana State Insurance Commissioner to do business in the State. Prior to commencing work under this Agreement, the Consultant shall file with the City a Certificate of Insurance, on an acceptable form, which shall serve as evidence that the Consultant has obtained insurance in accordance with the following requirements and minimum limits of coverage:

- A. A limit of no less than \$1,000,000 for all damages arising out of bodily injury or death in any one (1) occurrence.
- B. A limit of no less than \$1,000,000 for all damages arising out of any injury to or destruction of property in one (1) occurrence, an aggregate limit of not less than \$3,000,000 for all damages arising out of injury or destruction of property during the policy period.
- C. An umbrella limit of \$5,000,000 for general liability and automobile coverage.

Term

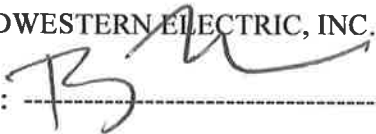
This Maintenance Agreement shall begin on January 1, 2025, and remain in effect for a period of one (1) year or as changes are agreed upon by both parties. Renewal of this agreement will occur automatically on an annual basis unless either party gives written notice to the contrary no later than thirty (30) days prior to the anniversary date. Furthermore, any proposed cost of living increases requested by the Consultant must be submitted not later than sixty (60) days prior to the anniversary date of this Agreement, and updated versions of Attachments "B", "E", and "F" must be submitted every year at least 30 days prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first above written.

This Agreement shall be construed and enforced in accordance with the Laws of The State of Indiana.

CONSULTANT:

MIDWESTERN ELECTRIC, INC.

By:  By: _____

Its: Ryan Lepper
Vice President _____ Its: : _____

Attest: _____ Attest: _____

Missy Powell
Its: Contract Administrator _____ Its: _____

ATTACHMENT "A"
SYSTEM MONITORING LOCATIONS

Signalized System Intersections

No Monitoring Locations at This Time

Total Monitoring Locations: -0-

ATTACHMENT "B"

TRAFFIC SIGNAL INVENTORY

Actuated Traffic Signals

Total Actuated Signals:

Flasher Signals

Total Flasher Signal Installations:

Traffic Signals Fixed Time

Total Traffic Signals Fixed Time:

ATTACHMENT "B"		
Signal Preventative Maintenance Inspection		
Main Line	Side Street	
Actuated Signals		
Commercial Drive	Fishers Corner/North Street	
116th Street	Lakeside Drive	
116th Street	Brooks School Road	
116th Street	Fresh Thyme Driveway	
116th Street	Hoosier Road	
116th Street	Cumberland Road	
116th Street	Kroger Drive/LA Fitness	
116th Street	IKEA Way/ Exit 5 Blvd	
116th Street	Commercial Drive	
116th Street	Lantern Road	
116th Street	Municipal Drive	
116th Street	Regency Drive/Fishers Point	
116th Street	Holland Drive	
116th Street	Hague Road	
116th Street	Conner Creek Dr/Marsh Dr	
116th Street	Allisonville Road	
121st Street	Cumberland Road	
126th Street	Cumberland Road	
126th Street	Promise Road	
126th Street	Hoosier Road	
126th Street	Brooks School Road	
131st Street	Promise Road	
131st Street	Parkside Drive	
Commercial Drive	Lantern Road	
USA Parkway	IKEA Way	
Allisonville Road	141st Street	
Allisonville Road	131st Street	
Allisonville Road	126th Street	
Allisonville Road	Sunblest/River Glen Dr	
Allisonville Road	Fishers Station Way	
Allisonville Road	Easy Street	
Allisonville Road	106th Street	
Allisonville Road	Eller Road	
Allisonville Road	N. Centre Properties Drive	
Allisonville Road	Retail Drive	
Geist Road	Fall Creek Road	
Hague Road	Crosspoint Blvd	
Hague Road	106th Street	
96th Street	W. Centre Properties Drive	
96th Street	Southbay	
96th Street	Masters Road	
96th Street	Sams Club Drive	
96th Street	Hague Road/Corporation Dr	
96th Street	Hague Road/N-by-NE Blvd	
96th Street	Walmart Drive	
96th Street	Kincaid Drive/Village Way	
96th Street	Lantern Road	
96th Street	Mollenkopf Rd	
96th Street	Caroll Road/Fall Creek Road	
OPTICOM ONLY		
116th Street	I-69 Northbound Ramp	x
116th Street	I-69 Southbound Ramp	x
96th Street	I-69 Southbound Ramp	x
96th Street	I-69 Northbound Ramp	x
Olio Rd	126th St.	x
Olio Rd	116th St.	x
Olio Rd	104th St.	x
Olio Rd	96th St.	x
Flashers Signals		
Allisonville Road	Willowview Road	x
131st Street	Promise Road	x
Cumberland Road	106th Street	x

ATTACHMENT "C"

PERSONNEL REQUIREMENTS

CONTRACT PERSONNEL REQUIREMENTS FOR CERTIFIED TRAFFIC SIGNAL ELECTRICIANS AND SUPERVISORS FOR SIGNAL INSTALLATION OR MODERNIZATION WORK

Effective with all signal installation or modernization contracts let after January 1, 1996, all contractors or subcontractors performing traffic signal installation or modernization work shall have an International Municipal Signal Association certified Level II Traffic Electrician do or be present to supervise and be in responsible charge of the work as follows:

- a. All electrical wiring terminations and splices including but not limited to grounding, service entrances, and loops.
- b. Controller and cabinet set-up.
- c. Testing and review of all operations electrical apparatus.

The Level II Traffic Signal Electrician shall physically oversee wiring of the controller. The Level II Traffic Signal Electrician shall be present when the controller is turned on. The Level II Traffic Signal Electrician shall be employed by the Contractor or its Subcontractor that is retained to perform traffic signal installation or modernization work.

Effective with all such contracts involving traffic signal installation or modernization let after March 1, 1996, supervision of non-electrical, traffic signal related work shall be done by a person holding an International Municipal Signal Association Level I Work Zone Safety Specialist Certification or an equivalent certification approved by the Department. The supervisor shall be responsible for establishing and maintaining worksite traffic controls related to the traffic signal work.

IMSA REQUIREMENTS

CONTRACT PERSONNEL REQUIREMENTS FOR CERTIFIED TRAFFIC SIGNAL ELECTRICIANS AND SUPERVISORS FOR TRAFFIC SIGNAL MAINTENANCE WORK

Effective for all traffic signal maintenance contracts let after January 1, 1996, all Contractors and Subcontractors performing traffic signal maintenance work shall have all personnel assigned to the contract be International Municipal Signal Association Certified Level II Traffic Signal Electricians, except for trainees working under Level II Traffic Signal Electrician supervision and persons who are not directly involved with servicing the electrical components. However, as a minimum, foreman and lead man on crews not directly involved with servicing electrical components shall be International Municipal Signal Association Certified Level I Work Zone Traffic Safety Specialist, or certified by means of other approved equivalent training.

The Contractors shall, at all times, have at least two (2) Level II Traffic Signal Electricians with two (2) years troubleshooting experience available for service calls.

All trainees shall be International Municipal Signal Association Certified Level I Associate Traffic Signal Technicians or alternately certified at the Journeyman Level from an approved training program. Such trainees will be permitted to perform electrical related work when accompanied by a Certified Level II Traffic Signal Technician. Trainees who have been certified at the Journeyman Level from an approved training program shall become certified at the International Municipal Signal Association Level I Associate Traffic Signal Technician Level after one (1) year of employment by the Contractor.

ATTACHMENT "D"

PREVENTATIVE MAINTENANCE CHECKLIST

Visit Frequency

Traffic Signal Actuated Installation:	Every 12 Months
Traffic Signal Fixed-Time Installation:	Every 12 Months
Flasher Installation:	Every 12 Months

Visit Checklist

1. Controller and Cabinet - General
 - a. Proper operation of accessory equipment.
 - b. Time clock(s) correct time, day, and programming.
 - c. Condition of weather seal at doors, exhaust fan, and foundation.
 - d. Convenience lamp operates (turn on in fall, turn off in spring).
 - e. Clean inside of cabinet.
 - f. Lubricate hinges and locks to main door and police door.
 - g. External conduit secure.
 - h. Mounting to pole, pedestal, or foundation secure.
 - i. Note overall condition of cabinet.
 - J. Mounting of load switches, relays/bases, clocks, auxiliary panels and shelving.
 - k. Cabinet fan and thermostat in working condition and set properly.
 - l. Measure voltage at service input at cabinet.
 - m. Operation of video detection with laptop computer.
 - n. Operation and condition of batteries for power back-up system.
 - o. Operation of radio interconnect system.
2. Electro-Mechanical Pre-Time, includes Electro-Mech coordinators and interrupters
 - a. Condition of cam, dial, and relay contacts.
 - b. Dial transfer with switch, clock(s), TBC, and interconnect.
 - c. Speed and noise of dial and cam motor.
 - d. Proper cam advance.
 - e. Proper cam chart, if any.
3. Solid State Pre-Time and Traffic Actuated
 - a. Proper operation of LED and LCD displays (all equipment).
 - b. Detector amplifier receiving calls.
 - c. Detector amplifiers placing calls in proper phases.
 - d. Monitor and overlap cards seated securely.
4. Flashing Beacon
 - a. Condition of cam and contacts, if applicable.
 - b. Speed and noise of motor, if applicable.

5. Service Point
 - a. Service disconnect and conduit mounted securely.
 - b. Conditions of conduit and cable.
 - c. Ground wire and clamps secure.
 - d. Lock on service disconnect, lubricate lock.

6. Support Structures
 - a. External conduit mounted securely.
 - b. Poles plumb or slightly raked.
 - c. Note need for painting.
 - d. Note overall physical condition, including foundations.
 - e. Down guys, cable span, tether, and related clamps secure.
 - f. Down guy guards secure.
 - g. Note displacement or damage to down guy anchors.
 - h. Pole hand hole and base covers secure.

7. Signal Indications
 - a. Lamps operating.
 - b. Damaged or missing visors.
 - c. Damaged or missing lenses.
 - d. Correct drip loops.
 - e. Proper indication clearance, visual check..
 - f. Proper alignment; vertical, horizontal, and rotation.
 - g. Correct aiming of programmable indications.
 - h. Damaged or missing pinnacles.

8. Pedestrian Push Buttons
 - a. Pedestrian push buttons secure.
 - b. Check and activate push buttons. Verify pedestrian signal operation.
 - c. Check push button signage.

9. Other
 - a. Hand hole ring/cover and detector covers secure.
 - b. Note erosion of earth or pavement around traffic signal equipment.
 - c. Condition of signs, posts, and breakaway devices of warning beacons.
 - d. Perform loop tests.

ATTACHMENT E

<u>TRAFFIC SIGNAL RATES</u>		<u>2026 ANNUAL CONTRACT</u>
<u>Annual Overhead Inspection</u>	Unit	
Traffic Signal Installation w/ PED	each	\$ 658.00
Traffic Signal Installation w/o PED	each	\$ 526.00
<u>Annual Cabinet Inspection (w/</u>		
Signal Actuated Installation Traffic	each	\$ 401.00
Signal Fixed- Time	each	\$ 358.00
<u>Conflict Monitor Test</u>	each	\$ 520.00
<u>Emergency Vehicle System</u>		
<u>Preemption Testing</u>	each	\$ 200.00

<u>TIME & MATERIAL RATES</u>	<u>Unit</u>	
Skilled Labor- Straight Time	Per Hour	\$ 133.00
Skilled Labor- Overtime	Per Hour	\$ 196.00
Skilled Labor- Double Time	Per Hour	\$ 256.00
Pick-Up Truck	Per Hour	\$ 29.00
Service Truck	Per Hour	\$ 56.00
Bucket Truck 30'	Per Hour	\$ 65.00
Hi-Reach 40'	Per Hour	\$ 74.00
Boom / Auger Truck	Per Hour	\$ 88.00
Backhoe and Front End Loader	Per Hour	\$ 78.00
Trencher	Per Hour	\$ 64.00
Air Compressor	Per Hour	\$ 47.00
Concrete Saw and Blades	Per Hour	\$ 47.00
Dump Truck	Per Hour	\$ 66.00
Boring Machine	Per Hour	\$ 109.00
Crane	Per Hour	\$ 87.00
Mini Excavator	Per Hour	\$ 54.00
Arrow Board	Per Hour	\$ 16.00
Reel Cart	Per Hour	\$ 9.00
Material	Cost Plus 15%	

ATTACHMENT "F"

EMERGENCY CONTACT INFORMATION

Midwestern Electric Office

317.545.7641



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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 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: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. R112525T

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF
PUBLIC WORKS & SAFETY APPROVING THE SPECIAL PURCHASE
OF TRAFFIC SIGNAL SYSTEM (MIOVISION)**

WHEREAS, the Engineering Department for the City of Fishers, Hamilton County, Indiana (“City”) manages and maintains the City’s traffic signal system and desires to purchase Miovision Traffic Signal System Equipment (“Miovision”) for its traffic signal system;

WHEREAS, pursuant to Ind. Code §5-22-10-8, the City may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one (1) source meets the agency's reasonable requirements;

WHEREAS, pursuant to Ind. Code 5-22-10-12, the City 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;

WHEREAS, Miovision is the only system compatible with the City’s current equipment and Carrier & Gable are the sole distributors of Miovision in the local region and are offering installation assistance; and

WHEREAS, Carrier & Gable offer a discount in the amount of \$1,169 per intersection;

WHEREAS the City desires to purchase Miovision from Clark & Gable in the amount of Four Hundred Sixteen Thousand, One Hundred Eighty-Nine Dollars and 00/100 (\$416,189.00).

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 finds that Clark & Gable is the only source meeting the City’s reasonable requirements and hereby approves the Special Purchase, 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.

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



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 | (248) 473-0730 FAX
www.carriergable.com

Sales Quote

Page: 1

Sales Quote Number: SQ-10954-003
Sales Quote Date: 11/13/2025
Expires On: 01/04/2026
Customer ID: 4143
SalesPerson: Nick Sheese
Terms: NET 30 DAYS

Sell To:

FISHERS, TOWN OF
ONE MUNICIPAL DRIVE
FISHERS, IN 46038
USA

Ship To:

FISHERS, TOWN OF
RICH BASSETT 317-567-5070
DPW DELIVERIES
10200 ELLER RD
FISHERS, IN 46038
USA

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No: Project No:
Ship Within: 4-6 WEEKS Intersection: 16 INTERSECTION LIST MIOVISION VIDEO DET
Ship Via: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
155MIOVISION360	116 & HAGUE RD - MIOVISION SMARTVIEW 360 SYSTEM		1	22,093.00	22,093.00
155MIOVISION360	116 & HOLLAND - MIOVISION SMARTVIEW 360 SYSTEM		1	22,093.00	22,093.00
155MIOVISION360	116 & REGANCY - MIOVISION SMARTVIEW 360 SYSTEM		1	22,093.00	22,093.00
155MIOVISION360	116 & MUNICIPAL - MIOVISION SMARTVIEW 360 SYSTEM		1	22,093.00	22,093.00
155MIOVISION360	116 & LANTERN - MIOVISION SMARTVIEW 360 SYSTEM		1	22,093.00	22,093.00
155MIOVISION360	116 & COMMERCIAL - MIOVISION SMARTVIEW 360 SYSTEM		1	22,093.00	22,093.00
155MIOVISION360	116 I-69 S - MIOVISION SMARTVIEW 360 SYSTEM		1	26,187.00	26,187.00
155MIOVISION360	116 I-69 N- MIOVISION SMARTVIEW 360 SYSTEM		1	27,538.00	27,538.00
155MIOVISION360	116 & IKEA - MIOVISION SMARTVIEW 360 SYSTEM		1	28,007.00	28,007.00
155MIOVISION360	116 & KROGER - MIOVISION SMARTVIEW 360 SYSTEM		1	23,910.00	23,910.00
155MIOVISION360	116 & CUMMBERLAND - MIOVISION SMARTVIEW 360 SYSTEM		1	26,187.00	26,187.00
155MIOVISION360	ALLISONVILLE & RIVER GLEN - MIOVISION SMARTVIEW 360 SYSTEM		1	25,721.00	25,721.00
155MIOVISION360	ALLISONVILLE & 106 - MIOVISION SMARTVIEW 360 SYSTEM		1	28,007.00	28,007.00



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 | (248) 473-0730 FAX
www.carriergable.com

Sales Quote

Page: 2

Sales Quote Number: SQ-10954-003
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Terms: NET 30 DAYS

Sell To:

FISHERS, TOWN OF
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DPW DELIVERIES
10200 ELLER RD
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ALL VALUES STATED IN U.S. DOLLARS

Bid Item No: Project No:
Ship Within: 4-6 WEEKS Intersection: 16 INTERSECTION LIST MIOVISION VIDEO DET
Ship Via: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross Ref. No.	Qty.	Unit Price	Total Price
155MIOVISION360	106 & HAGUE - MIOVISION SMARTVIEW 360 SYSTEM		1	25,721.00	25,721.00
155MIOVISION360	COMMERCIAL & TECHNOLOGY - MIOVISION SMARTVIEW 360 SYSTEM		1	24,375.00	24,375.00
155MIOVISION360	IKEA WAY & USA PKWY - MIOVISION SMARTVIEW/ 360 SYSTEM		1	24,375.00	24,375.00
155-3200	PoE SWITCH, (TRENDNET TI-PG541i)		5	630.00	3,150.00
549-5000	CABLE, CAT 5E, DIRECT BURIAL, GEL, 60V, 1K FT		5	325.00	1,625.00
ITEM/NOTES	258340804: 1000FT GAME CHANGER CABLE FROM OMNICABLE		11	1,534.00	16,874.00
155-1000	CAMERA, MIOVISION SMARTVIEW 360 BELL		1	1,954.00	1,954.00

- NOTES:
1. PRICED ARE MIOVISION VIDEO DETECTION SYSTEMS WITH DETECTION PLUS SOFTWARE.
 2. C&G WILL PROVIDE TURN ON ASSISTANCE.

Subtotal: 416,189.00
 Invoice Discount: 0.00
 Total Sales Tax: 0.00
Total: 416,189.00



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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 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: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. R112525U

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING AN INSURANCE BASED MEMBERSHIP REIMBURSEMENT
AGREEMENT WITH TIVITY HEALTH SERVICES, LLC**

WHEREAS, the City of Fishers owns and operates the Fishers Community Center (FCC) and the FCC offers several programs, classes and other fitness opportunities for residents and members;

WHEREAS, the FCC desires to utilize certain insurance-based membership reimbursement programs to provide free or discounted services for the senior community and other residents and members who may otherwise be covered by the reimbursement program;

WHEREAS, Tivity Health Services, LLC (“Tivity”) is an insurance-based membership program that provides reimbursement to certain facilities for its covered members; and

WHEREAS, the City now desires to enter into an agreement with Tivity to allow for Tivity members to access the FCC for free in exchange for reimbursement payments from Tivity, all as more particularly described in Exhibit A, which is attached hereto and incorporated herein.

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.** The Board hereby approves an agreement substantially similar to the agreement attached hereto as Exhibit A, which is attached hereto and incorporated herein (“Agreement”).
- Section 2.** The Board hereby authorizes the Mayor to execute the Agreement 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 meeting this 25th day of November, 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

TIVITY HEALTH PARTNER LOCATION AGREEMENT

This Tivity Health Partner Location Agreement (this “**Agreement**”) is between **TIVITY HEALTH SERVICES, LLC** (“**Tivity Health**”), and the (“**Facility**”) named below. This Agreement is effective as of the date of the signature by the Facility below (the “**Effective Date**”). Facility desires that it and its other locations listed on **Exhibit A-1** be included as a member of Tivity Health’s network of locations for the purposes of fitness memberships and/or offering Tivity Health’s programs, and Tivity Health desires Facility to be a member of Tivity Health’s network.

Facility. The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in **Exhibit A-1**, which have entered into this Agreement with Tivity Health to be part of its Tivity Health Network.

Facility Contact. Facility has designated the person named on **Exhibit A-2** as authorized to represent Facility in communicating with Tivity Health about this Agreement.

Pricing. Tivity Health will pay Facility the selected program fees in **Attachment A**.

Programs. Facility will offer each Tivity Health program marked in **Attachment A**.

Term. The term of this Agreement runs from the Effective Date through September 30, 2030 (“**Initial Term**”) and thereafter will automatically renew for successive one (1) year terms from October 1 to September 30 (“**Renewal Term**”), provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice of the expiration of the Renewal Term.

Terms & Conditions. This Agreement will be governed by the Standard Terms and Conditions attached hereto and incorporated by reference herein.

The Tivity Health materials on the Fitness Provider Portal (the “**Portal**”) are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

TIVITY HEALTH SERVICES, LLC

Name of Facility

Signature

Signature

Tivity Health Printed Name

Printed Name

Tivity Health Title

Title

Date

Date

ATTACHMENT A

Notices, Utilization Payment, Programs and Pricing

1. Notices to Facility and Tivity Health.

Facility Contact: Attached Exhibit A-2

Tivity Health Contact: Tivity Health PL Contracting Department
4031 Aspen Grove Drive, Suite 250
Franklin, TN 37067
Email: PLContracting@tivityhealth.com

2. Program Utilization Payment.

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Participant Visits, with a maximum cap payment per Program Participant per month. Tivity Health shall not compensate Facility for more than one Program Participant Visit per day. As used herein, the term (“**Program Participant**”) shall mean a member who has completed the Program enrollment. Additionally, for purposes of calculating the payment, the date a Participant enrolls shall be considered a (“**Program Visit**”), regardless of whether the Participant attends a class on that day.
- b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month following the month in which Program Participant Visits occurred (the “**Following Month**”), provided Tivity Health receives Facility’s monthly utilization data by the fifth (5th) day of the Following Month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the Following Month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

3. Programs and Pricing. A description of each Program appears on the Portal: <https://fitness.tivityhealth.com>

- SilverSneakers® Fitness Program Including Tivity Health Proprietary Classes
\$3.50 per Program Visit up to \$35.00 per Program Participant per Month
- Prime® Commercial Program
\$3.50 per Program Visit up to \$35.00 per Program Participant per Month
- Prime Private Brand® Commercial Program
\$3.50 per Program Visit up to \$35.00 per Program Participant per Month

Confidential

EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name: _____
 Physical Address: _____
 Mailing Address (if not the same as Physical Address): _____
 General Email: _____
 Phone Number: _____
 Web Site Address: _____

****To enable marketing of amenities and services, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.***

Amenity/Program	Offered as part of basic membership at no additional cost to Members
Cardiovascular Equipment	
Group Exercise/Aerobics Area	
Hot Tub/Whirlpool	
Resistance Training Equipment	
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	
Other	

TIVITY HEALTH PROGRAM ADVISOR: This individual will be the primary contact for the Tivity Health Account Executive to schedule training and will need access to Program Participant records.

Name: _____
 Title: _____
 Phone: _____
 Email: _____

TECHNICAL COORDINATOR: The Technical Coordinator shall be responsible for obtaining management approval for establishing a reporting method for all Facilities in Exhibit A-1 to this Agreement, and for all technical aspects of monthly Program Participant utilization tracking and data reporting.

Name: _____
 Title: _____
 Phone: _____
 Email: _____

Confidential

EXHIBIT A-2

CONTRACT ADMINISTRATOR

The Contract Administrator is an authorized signer on behalf of the company/organization and shall be responsible for all legal correspondence and Notices regarding the Agreement, have access to payment information for all Facilities in Exhibit A-1 to this Agreement, and be responsible for setting up Tivity Health Fitness Provider Portal accounts for Facility staff.

Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email: _____

Confidential

STANDARD TERMS AND CONDITIONS

1. Definitions. All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the “Agreement”).

a. “**Confidential Information**” means this Agreement, the identity of any Tivity Health customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP.

b. “**Sponsoring Organization**” means any organization, employer group, health plan or subset thereof that is contracted with Tivity Health to provide the Program to its members and whose members may therefore utilize Facility in accordance with the terms of this Agreement.

c. “**Participant**” means a Sponsoring Organization member, employee, dependent or other individual eligible to use the Facility through Participation in a Program. Facility acknowledges that not all individuals that are eligible for the Program will necessarily be eligible to use all Facility locations that participate under this Agreement. Facility agrees to follow Tivity Health’s verification process to ensure the eligibility of each individual to use Facility locations.

d. “**Program**” means each Tivity Health program elected in the Agreement and as described on the Portal.

e. “**Reference Guide**” means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

f. “**Tivity Health IP**” means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. Facility Responsibilities. In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a. Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health-scheduled and led training; and 3) Tivity Health’s evaluation of Facility to certify Facility’s preparedness to provide Program (the date by which each of these has been completed, the Ready Date.”)

b. Staffed Hours. Facility shall be appropriately staffed in accordance with professionally recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

c. Program Enrollment. Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d. Reporting Obligations of Facility. Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Tivity Health may provide technical support to Facility if necessary.

e. SilverSneakers® Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network and is knowledgeable concerning all services provided by Facility to Participants.

f. Guest Pass Program. Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility’s compensation.

g. Reference Guide. Facility must comply with the Reference Guide to remain a part of Tivity Health’s network.

h. Access to Program at No Charge. Facility will provide all Participants access to the Program at no charge to the Participants.

i. Tivity Health Network Reciprocity. Facility will ensure that all of Facility’s locations listed in the Agreement allow access to all Participants.

j. Membership Conversion. Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of the

Agreement or the termination of a Participant's membership with a Tivity Health customer, Facility may re-activate that Participant's inactivated Facility membership.

k. Portal. Facility's participating locations will create and maintain user accounts on the web based Tivity Health Fitness Provider Portal. Facility shall utilize the Tivity Health Fitness Provider Portal to verify Participant eligibility and to obtain and access Tivity Health materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.

l. Communications. Facility will coordinate all external communications through Tivity Health. All marketing and advertising materials that refer to any Tivity Health Program, Tivity Health, or any Sponsoring Organization, and any materials intended for distribution to Participants prepared by Facility that refer to any Tivity Health Program, Tivity Health, or any Sponsoring Organization shall be approved by Tivity Health in writing prior to distribution or publication. Tivity Health shall have sole discretion as to if, and how, Tivity Health communicates Facility's participation in the Program to Participants. Facility will immediately notify Tivity Health of all external inquiries regarding any Tivity Health Program, Tivity Health, or a Tivity Health customer.

m. Return of Materials. Facility will promptly return all Tivity Health Program materials upon termination of the Agreement or at Tivity Health's request.

n. Fraud, Waste and Abuse Training. Applicable Facility personnel will complete fraud, waste and abuse training as required by the Center for Medicare and Medicaid Services and provide confirmation of completion of same on the Portal.

o. Insurance. Facility will maintain commercially reasonable levels of general liability insurance in order to satisfy Facility's obligations to Tivity Health under this Agreement and as is reasonable and appropriate and industry-standard given Facility's business operations.

3. Use of Trademarks, Logos, and Copyrighted Materials. Each party grants the other a limited and non-exclusive right to use the other's trademarked or service-marked name, logo, identity, format, and materials solely for use for the purposes outlined in this Agreement (the "**Marks and Materials**"); provided, any use by Facility must be approved in advance and in writing by Tivity Health. Upon termination of the Agreement Facility will cease all use, advertising, marketing, and referencing of Tivity Health Marks and Materials. Nothing in the Agreement grants either party any right, title or interest in or to the Marks and Materials of the other party. All use by Facility of Tivity Health's Marks and

Materials (including goodwill) will be for the sole benefit of Tivity Health.

4. Tivity Health IP. Tivity Health is the sole and exclusive owner of any and all Tivity Health IP, and nothing in the Agreement will alter Tivity Health's ownership rights in the Tivity Health IP whatsoever. Facility may not sell, license or otherwise transfer the Tivity Health IP.

5. Disagreements. If the parties have a disagreement, they will work in good faith to resolve it. Neither party will sue the other in front of a judge or jury; rather, all unresolved disagreements will be resolved exclusively by binding arbitration. Neither party will initiate, support, or otherwise participate in class action lawsuits, class-wide arbitrations, private attorney-general actions or the like against the other party.

6. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

7. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

8. Termination.

a. Immediate Termination. Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health's determination that a Participant's health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General's List of Excluded Individuals and Entities.

b. Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c. Material Breach. If either party breaches a material term or condition of the Agreement, the non-

Confidential

breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long as the breach is not cured within 30 days after such notice.

d. Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.

e. Termination for Material Change. If, during the Term of this Agreement, there is, or is expected to be, a material change in number of expected Participants, as determined by Tivity Health in Tivity Health's sole discretion, then Tivity Health may terminate this Agreement by providing 120 days written notice to Facility.

9. Confidentiality. During the Term and at all times thereafter, Facility may not divulge to anyone or use in any way any Confidential Information. The parties acknowledge that Facility is a municipal corporation subject to Ind. Code §5-14-3 *et seq.*, the Indiana Access to Public Records Act ("APRA"), and may be required, by APRA, to disclose certain information that Tivity Health may consider confidential and subject to this Section 9. Any information disclosed in compliance with Facility's duties under APRA shall not be considered a breach of this Article or this Agreement, provided, however, that to the extent legally permissible, Facility will give Tivity Health at least ten (10) business days prior notice of such disclosure.

10. Participant Contact. Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

11. Notices. All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

12. Facility Operations. In no event shall Tivity Health, or any affiliates of Tivity Health or Sponsoring Organizations, be liable for i) injuries sustained by Participants as a result of the

Participant's engagement in the Program or any other activities undertaken in or sponsored by Facility or ii) the Facilities failure to comply with applicable laws.

13. Cooperation in Defense. Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one another written notice of any claims arising in relation to the Agreement.

14. Miscellaneous.

a. Compliance with Federal and State Rules and Regulations. Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b. Business License and Regulatory Standards. Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c. Severability. Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d. Amendment of Agreement to Comply with Law. Tivity Health may amend this Agreement to comply with applicable law upon 60 days' prior written notice to Facility, and Facility may terminate this Agreement during such period if the amendment would have a demonstrable material adverse effect on Facility.

e. Applicable Law. The Agreement is governed by the laws of the State of Indiana, without giving effect to its conflicts of law's provisions, and each party submits to the exclusive jurisdiction of the courts of the State of Delaware.

f. Sale of Business/Transfer of Assets. Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

g. Survival. Any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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 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: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. R112525V

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING AGREEMENT FOR INSURANCE BASED MEMBERSHIP REIMBURSEMENT AGREEMENT WITH AMERICAN SPECIALITY HEALTH FITNESS, INC.

WHEREAS, the City of Fishers owns and operates the Fishers Community Center (FCC) and the FCC offers several programs, classes and other fitness opportunities for residents and members;

WHEREAS, the FCC desires to utilize certain insurance-based membership reimbursement programs to provide free or discounted services for the senior community and other residents and members who may otherwise be covered by the reimbursement program;

WHEREAS, American Specialty Health Fitness, Inc., (“ASH”) is an insurance-based membership program that provides reimbursement to certain facilities for its covered members; and

WHEREAS, the City now desires to enter into an agreement with ASH to allow for ASH members to access the FCC for free in exchange for reimbursement payments from ASH, all as more particularly described in Exhibit A, which is attached hereto and incorporated herein.

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.** The Board hereby approves an agreement substantially similar to the agreement attached hereto as Exhibit A, which is attached hereto and incorporated herein (“Agreement”).
- Section 2.** The Board hereby authorized the Mayor to execute the Bid, the Agreement and any and all documents necessary to effectuate their 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 November 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

**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT
FISHERS COMMUNITY CENTER, IN**

**ASH CONFIDENTIAL
Not To Be Reproduced Or
Disclosed
Without Written Permission**

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AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT

THIS FITNESS NETWORK LOCATION SERVICES AGREEMENT, (“this Agreement”) is entered into between American Specialty Health Fitness, Inc., a Delaware corporation (“ASH Fitness”), and the fitness center whose name and other identifying information appear on the signature page herein (“Fitness Network Location”). This Agreement will be effective as of the Effective Date specified in Article 27 of this Agreement.

RECITALS

WHEREAS, insurers, trust funds, health care service plans, health maintenance organizations, employer groups and other groups (collectively referred to as “ASH Clients” and further defined below) have entered into arrangements with ASH Fitness for the provision of Services to their Members (as defined below in Article 1.07);

WHEREAS, ASH Fitness wishes to arrange for and facilitate the provision of Services to Members;

WHEREAS, Fitness Network Location, has all necessary licenses and authorizations to operate in its location(s) in the State(s) in which it operates and wishes to contract with ASH Fitness for the provision of Services to Members;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, ASH Fitness and Fitness Network Location agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

1.01 Agreement. Agreement is this Fitness Network Location Services Agreement, the attachments and exhibits listed below, the Program Manual and any amendments to such documents that are all incorporated herein by reference.

- Attachment A: Silver&Fit® Basic Attachment
- Attachment B: Silver&Fit® Full Attachment
- Attachment C: Active&Fit® Enterprise Attachment
- Attachment D: Active&Fit® Now Attachment
- Attachment E: Active&Fit® Direct Attachment
- Attachment F: Intentionally Left Blank
- Attachment G: Program Compensation Attachment

1.02 ASH Client. ASH Client is a health care service plan, health maintenance organization, insurer, employer group, trust fund, third party administrator, or other person or entity who contracts with ASH Fitness or an ASH Fitness’ affiliate to arrange for the provision of Services. ASH Clients will be listed on the ASH Client list which is provided to Fitness Network Location by ASH Fitness.

1.03 ASHLink. The ASHLink® system as described in the Program Manual is a proprietary software system developed by an ASH Fitness affiliate and utilized by ASH Fitness to support the secure and confidential electronic distribution of information with Fitness Network Location via the internet.

1.04 Benefit Year. Benefit Year is the twelve (12) month period specified in the ASH Client list.

1.05 Effective Date. The Effective Date is the date this Agreement becomes operative, as specified in Article 27 of this Agreement.

1.06 Fitness Network Participating Location. A Fitness Network Participating Location is the Fitness Network Location where Services will actually be performed. For ease of reference, Fitness Network Location and

Fitness Network Participating Location shall be used interchangeably for a Fitness Network Location with only one participating location.

- 1.07 **Member(s)**. Member(s) is/are individual(s) who is/are eligible to receive Services by meeting all the eligibility requirements for participation in a program.
- 1.08 **Member Eligibility/Benefits**. Member Eligibility/Benefits is information maintained by ASH Fitness or one of its affiliates pertaining to each Member regarding his or her eligibility, including initial date of eligibility, term of membership and benefits.
- 1.09 **Member Payments**. Member Payments are charges which are the direct financial responsibility of the Member and are paid directly to Fitness Network Location for any service which is a Non-Covered Service under this Agreement.
- 1.10 **Member Termination Report**. Member Termination Report as described in the Program Manual is a report which lists Members who have terminated their membership at the Fitness Network Location and/or are no longer eligible for participation under the program.
- 1.11 **Non-Covered Services**. Non-Covered Services are all services other than a Standard Fitness Network Location Membership and any other program components as clearly laid out in each attachment and as applicable to the Member's benefit. All Non-Covered Services are ineligible for compensation by ASH Fitness and are the direct responsibility of the Member.
- 1.12 **Party(ies)**. Party(ies) is/are the individual(s) or entity(ies) that execute this Agreement.
- 1.13 **Program Compensation Rate**. The Program Compensation Rate is the amount ASH Fitness will pay Fitness Network Location for each Member who has signed a membership agreement with Fitness Network Location and has had at least one (1) Visit in the month for which Fitness Network Location is seeking compensation. The Program Compensation Rate is set forth in Attachment G for each program that applies to this Agreement.
- 1.14 **Services**. Services are those collective services which fall under this Agreement and its Attachments A through Attachment F.
- 1.15 **Standard Fitness Network Location Membership**. A Standard Fitness Network Location Membership provides Member with at least the following services: access to a Fitness Network Participating Location during normal facility hours of operation for the use of cardiovascular exercise equipment (e.g. treadmills, exercise bicycles, "elliptical machines", etc.), strength or resistance training equipment (e.g. selectorized equipment, free weights, etc.), and use of locker room and shower facilities. It also includes instructor-led classes (such as group fitness classes, pilates, group cycling, yoga, etc.) which do not require a separate fee to be paid to Fitness Network Location for an individual class or set of classes, but are routinely included for the general membership as part of the general monthly fee. The Standard Fitness Network Location Membership does not include instructor-led classes, personal training and other amenities for which the Fitness Network Location routinely charges a separate fee.
- 1.16 **Visit**. Unless otherwise specified in a program attachment, a Visit is where a Member utilizes the Fitness Network Participating Location to receive the Services. A Visit does not include virtual video workout sessions or individual video exercises.

ARTICLE 2 ASH FITNESS' RESPONSIBILITIES

- 2.01 **Prepare and Maintain Program Manual**. ASH Fitness shall prepare and maintain a program manual setting forth ASH Fitness' policies, processes, standards and procedures regarding Fitness Network Location's participation in any ASH Fitness' fitness network ("Program Manual").
- 2.02 **Records & Exclusion Lists Management**. ASH Fitness and its affiliates shall develop, update and maintain policies and procedures that comply with applicable statutory and regulatory requirements for the secure and

confidential storage, retention, retrieval and destruction of all records pertaining to its business operations, whether these records are in paper or electronic form. ASH Fitness shall, upon its sole discretion, check the Personnel (as defined in Section 3.15 below) owning more than five percent (5%) of Fitness Network Location against the appropriate lists to determine if such persons have been excluded from participation in a federal or state program or has been terminated for cause or default on public transactions and public programs as well as non-reinstatement. Such lists (commonly referred to as Exclusion Lists) include, but are not limited to, the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities, the General Service Administration Lists of Parties Excluded from Federal Procurement and Non-procurement Programs, and state published Medicaid exclusion lists.

- 2.03 **Maintain Eligibility.** ASH Fitness or its affiliates shall provide Fitness Network Location with services related to Member Eligibility verification for Services to be provided by Fitness Network Location. ASH Fitness makes no representation or guarantees concerning the number of Members, if any, that will access Fitness Network Location under this Agreement.
- 2.04 **Communication Regarding Participation of Fitness Network Location.** ASH Fitness and its affiliates may communicate the participation of Fitness Network Location in ASH Fitness or its affiliates' programs to existing and prospective ASH Clients in various forms, including but not limited to ASH Client proposals, ASH Fitness or ASH Client network directories, Member letters and the applicable websites accessed by Members. Such communication may include information such as Fitness Network Location's name and logo, address, telephone number, and available services. ASH Fitness shall assist Members to select a Fitness Network Location under the Member's program. In addition, ASH Fitness may, within sixty (60) days of the effective date of a location, notify ASH Clients of the addition of a Fitness Network Participating Location where that location may perform Services for ASH Client.
- 2.05 **Deletion of Fitness Network Participating Location from Network Directories.** ASH Fitness will remove Fitness Network Location information from the online directory as of the effective date of Fitness Network Participating Location's resignation or termination of this Agreement.
- 2.06 **ASH Fitness' Payment to Fitness Network Location.** ASH Fitness shall compensate Fitness Network Location in accordance with the Program Compensation Rates specified in Attachment G within thirty (30) days of receipt of a billing report for Services provided to Members. ASH Fitness reserves the right, in its sole discretion, to withhold or deny any compensation if Fitness Network Location fails to comply with Fitness Network Location's obligations in Article 3.08 below.

Nothing herein shall prevent Fitness Network Location and a third party offering Subsidized Fitness Benefit Programs from agreeing to a rate lower than the rate Fitness Network Location charges ASH Fitness pursuant to this contract at the time of the agreement, or from agreeing to a reimbursement model that permits the third party to reimburse Fitness Network Location for fitness services at a rate lower than the rate Fitness Network Location is charging ASH Fitness under this contract at the time of the agreement, regardless of reimbursement model.

ARTICLE 3 FITNESS NETWORK LOCATION'S RESPONSIBILITIES

- 3.01 **Business License(s); Compliance.** Fitness Network Location shall maintain and demonstrate upon request by ASH Fitness that Fitness Network Location has appropriate business licenses for its operations at each of the Fitness Network Participating Locations. Fitness Network Location shall (i) comply with all federal and state laws and regulations and acknowledges that payments for Services hereunder are, in whole or in part, derived from federal funds and receipt of such payment is subject to all laws and regulations applicable to recipients of such funds; (ii) comply fully with the Program Manual as described in Article 2.01; (iii) comply with ASH Fitness' quality management program and cooperate with ASH Fitness in ASH Fitness' administration of its grievance procedures, including procedures to resolve complaints or grievances filed by Members with ASH Fitness as they pertain to Fitness Network Location.
- 3.02 **Immediate Notification by Fitness Network Location of Certain Occurrences.** Fitness Network Location shall notify ASH Fitness per Article 21 below within forty-eight (48) hours of the occurrence of: i) the commencement of any voluntary or involuntary bankruptcy proceedings by or against Fitness Network

Location or any similar proceedings; ii) any lapse of general and/or professional liability insurance maintained by Fitness Network Location; iii) the filing of criminal charges against Fitness Network Location's owners, directors and management; iv) a change in Fitness Network Location's ownership and/or management; (v) any change to, including but not limited to the loss or potential loss of, its business license; and (vi) any potential non-compliance or suspected non-compliance with applicable federal or state law or regulation relevant to this Agreement.

3.03 Non-Interference with Property and Contract Rights. During the term of this Agreement and for one (1) year following the date of its termination, Fitness Network Location agrees that Fitness Network Location shall not interfere with ASH Fitness or an ASH Fitness affiliate's property or contract rights with any ASH Client or Member. This includes, but is not limited to, advising any Member to dis-enroll from any Services, advising any party who has contracted with ASH Fitness or an ASH Fitness Affiliate to terminate, cancel or decline renewal of its contract, and/or solicit any Member to enroll for the provision of similar services offered by any other firm administering fitness benefit programs, health care service plan, health maintenance organization, health insurer, preferred provider organization or any other similar organization.

If Fitness Network Location violates this Article, Fitness Network Location acknowledges that it will be responsible for paying any and all actual damages incurred by ASH Fitness or any ASH Client as a result of that violation and may be liable for other costs, expenses, damages, claims or liabilities; and, if money damages are insufficient to compensate ASH Fitness or ASH Client for the violation of this Article, Fitness Network Location may be subject to an injunction prohibiting the activity which constitutes a violation of this Article and/or other equitable relief. Nothing in this Article shall affect any of ASH Fitness' other rights under this Agreement, at law or in equity. Nothing in this Article shall prohibit Fitness Network Location from maintaining a direct relationship with Member that is no longer enrolled in a program with ASH Fitness or its affiliates due to Member dis-enrollment or termination of this Agreement.

3.04 Election to Participate in all Product Offerings. Fitness Network Location may elect to participate in any program specified in Attachment A through Attachment F and indicates in Article 27 which programs it wishes to participate in. Fitness Network Location is not obligated to participate in all programs but must participate in at least one program at all times while this Agreement is in effect. Any time after the Effective Date of the Agreement, Fitness Network Location may choose to expand the programs it participates in. However, after the Effective Date, Fitness Network Location may only terminate participation in a specific program, pursuant to Article 6.

3.05 Provision of Member Services. Fitness Network Location responsibilities for the provision of Member Services are outlined in this Article 3.05.

3.05.1 Standard Fitness Network Location Membership. Fitness Network Location shall provide Members with a Standard Fitness Network Location Membership and any other services as required by the applicable program attachments as described in the Program Manual.

3.05.2 Conversion of Pre-Established Membership. Fitness Network Location agrees to assist any Member that has a previously established membership with Fitness Network Location and the Member becomes eligible for a program under this Agreement. Fitness Network Location, among other things as described in the Program Manual, will freeze the Member's previously established Fitness Network Location membership, or terminate the membership without any penalty to the Member and accept the Program Compensation Rate as payment in full for the Standard Fitness Network Location Membership on behalf of the Member while they are eligible for ASH Program Services.

3.05.3 Offering of non-Covered Services and Notification to Members of Financial Responsibility for Member Payments for Non-Covered Services. Fitness Network Location may upgrade or sell Members additional products or services not covered under this Agreement or any applicable program attachment but only if Fitness Network Location informs Members in advance and in writing that such products and services are Non-Covered Services, are the Member's financial responsibility, and are completely voluntary on the part of the Member as described in the Program Manual. Fitness Network Location shall collect appropriate Member Payments as that term is defined

in Article 1.09, at the time of service and shall bill Members according to the procedures described in the Program Manual.

3.05.4 Member Billing. Nothing in this Agreement shall preclude Fitness Network Location from charging Member for Services rendered, where Member is determined to not be eligible, including retroactive determinations, for a program under this Agreement and where Fitness Network Location complied with Article 3.06. Any such charges shall be consistent with Fitness Network Location's lowest standard membership dues. In addition, as Article 3.05.3 details, Fitness Network Location may charge a Member for Non-Covered Services where Member has been informed, in writing, prior to the provision of the Non-Covered Services. Fitness Network Location shall in no event, including insolvency of ASH Fitness, hold any Member liable for payment of any fees that are the legal obligation of ASH Fitness.

3.05.5 Non-Discrimination. Fitness Network Location shall not discriminate against Member for any reason, including but not limited to race, ethnicity, national origin, religion, gender, age, mental or physical disability, health status, payment experience, medical history, genetic information, gender identity, veteran status, evidence of insurability or geographic location within the service area or source or amount of compensation. Fitness Network Location shall offer Services to a Member covered by ASH Fitness or one of its affiliates in the same manner, in accordance with the same standards, and within the same time availability as services offered to members who are not covered by ASH Fitness or its affiliates.

3.06 Verification of Member Eligibility and Services. Unless otherwise specified in a program attachment, Fitness Network Location shall verify Member Eligibility and applicable Services with ASH Fitness at the time of a Member's first attempt to utilize Fitness Network Location within a Benefit Year as described in the Program Manual.

3.07 Program Compensation. Fitness Network Location shall accept Program Compensation Rates, as specified in Attachment G as payment in full for the Fitness Network Location Visits and Services provided pursuant to this Agreement. Fitness Network Location shall not charge the Member an initiation fee, enrollment fees, processing fee, monthly membership fees and/or any other administrative fees for the Standard Fitness Network Location Membership. Fitness Network Location shall be responsible for any and all sales, use or other taxes which may be imposed on the compensation paid to Fitness Network Location by ASH Fitness or any fees for Non-Covered Services collected from a Member. Unless otherwise specified in Attachment G, (i) the number of Visits compensated in a month shall not limit the number of Visits a Member may make to Fitness Network Location in a month (ii) Members must have unlimited access and their visits may exceed the Visits compensated per month ; and (iii) A Member may make multiple Visits to Fitness Network Location over the course of one day, however, Fitness Network Location is only entitled to receive compensation for one (1) of those Visits. Program services will be compensated by ASH Fitness up to the maximum number of sessions and the maximum amount specified in Attachment G.

3.08 Billing Report Submission. Fitness Network Location represents and warrants that the billing reports submitted to ASH Fitness shall be true, correct and supported by documented Visits made by the Members during the term of the Agreement. ASH Fitness may request, in its sole discretion, documentation supporting the billing report submission and Fitness Network Location shall provide the same to ASH Fitness. Unless otherwise specified in a program attachment, Fitness Network Location will submit a billing report each month as described in the Program Manual and shall provide supporting information to ASH Fitness including, each Visit at a Fitness Network Participating Location, the Member name, Member's Fitness Identification number, program abbreviation, Member month and day of birth. Fitness Network Location acknowledge and agrees to follow the detailed billing and compensation procedures as referenced in the Program Manual.

3.09 Reimbursement Adjustments. ASH Fitness may be required to make an adjustment to a reimbursement previously paid by ASH Fitness as described in the Program Manual.

- 3.10 Fitness Network's Participating Locations.** Where Fitness Network Location has more than one location operating under the terms of this Agreement, Fitness Network Location shall have additional obligations, including but not limited to: Agreement notification, informing participating locations, and Members' use of multiple locations. These additional obligations shall be described in the Program Manual. Fitness Network Location shall require each Fitness Network Participating Location to comply with the requirements of this Agreement and any applicable state or federal law or regulations, including but not limited to, the federal False Claims Act (31 U.S.C. §§ 3729–3733). Any incidents of non-compliance should be reported immediately to ASH Fitness upon discovery.
- 3.11 Liability Insurance Limits.** Fitness Network Location shall maintain, at its own expense, adequate professional liability insurance, comprehensive general liability insurance and/or any other insurance policies, including but not limited to Workers' Compensation, with insurers acceptable and approved by ASH Fitness and in accordance with ASH Fitness' liability insurance requirements in this Agreement. Fitness Network Location shall notify ASH Fitness within thirty (30) days of any material change to any or all insurance policies, which shall include, but not be limited to, a reduction in a policy amount or cancellation or non-renewal of a policy. All such policies required under this Article shall, as applicable (i) be primary and non-contributory to any insurance available to ASH Fitness; and (ii) provide a waiver of subrogation in favor of ASH Fitness, its affiliates, ASH Client and their respective insurers. This insurance requirement will be required for each of the Fitness Network Participating Locations. Fitness Network Location shall maintain general liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate, and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate per year for each Fitness Network Participating Location. Fitness Network Location shall furnish to ASH Fitness certificate(s) of insurance coverage evidencing that proper insurance has been secured. ASH Fitness may request copies of the issued insurance policies and, when requested, Fitness Network Location shall provide them to ASH Fitness. Notwithstanding anything else contained herein, the insurance coverages provided by the Fitness Network Location shall be construed to support and in no way shall limit the liabilities and obligations of the Fitness Network Location under this Agreement. Where Fitness Network Location has independent contractors, Fitness Network Location will require its independent contractors to carry the required insurance amounts specified herein if not covered under Fitness Network Location's insurance. ASH Fitness recognizes that the Fitness Network Location is a municipality and as such may be self-funded under provisions of applicable state statutes and local ordinances.
- 3.12 Fitness Network Location Removal from Provision of Program Services to Members by ASH Clients.** Fitness Network Location acknowledges that an ASH Client may request ASH Fitness to remove or restrict Fitness Network Location from providing Services to ASH Client's Members and if necessary impose a CAP on Fitness Network Location as further described in Article 4 below.
- 3.13 Maintenance of Records.** Fitness Network Location shall maintain and provide ASH Fitness, and upon the request of ASH Clients and/or federal and state agencies, with records relating to Services provided to each Member by Fitness Network Location, in such form and containing such information as is required by applicable federal and state law. Such records shall be retained by Fitness Network Location the greater of three (3) years from the termination or expiration of the Agreement or in accordance with applicable state and/or federal laws. Fitness Network Location acknowledges and agrees that sending, storing, or transmitting any protected information, including Member Personal Information, outside of the United States of America or its territories is strictly prohibited.
- 3.14 Access to Facility and Records.** Fitness Network Location shall provide access to ASH Fitness, at reasonable times upon request by ASH Fitness, ASH Client, and/or federal and state agencies with oversight of ASH Fitness or ASH Client operations, to monitor program compliance and inspect or audit Fitness Network Location's facilities, equipment, books, papers, and records relating to Fitness Network Location's performance under this Agreement. By submitting Fitness Network Location's tax identification number to ASH Fitness, Fitness Network Location acknowledge and agrees that ASH Fitness may disclose and use the tax identification number to support business and regulatory functions related to network participation, contracting and reimbursement/claims payment under this Agreement.

3.15 **Excluded Owners, Directors or Management Personnel.** Fitness Network Location represents and warrants that Fitness Network Location's owners, directors or management personnel ("Personnel") who owns more than five percent (5%) of Fitness Network Location are not excluded from participation in a federal or state healthcare program, including but not limited to, Medicare and Medicaid. Fitness Network Location agrees to inform ASH Fitness immediately if Personnel have been included in the Exclusion Lists and shall defend and indemnify ASH Fitness or ASH Clients, as applicable, for any civil monetary penalties levied against an ASH Client or ASH Fitness as a result of (a) Fitness Network Location's failure to inform ASH Fitness on Personnel who hold or held more than a five percent (5%) interest in Fitness Network Location and are included in the Exclusions Lists or (b) Fitness Network Location's permitting an individual or entity found on the Exclusions Lists to provide Services to Members. Payments received by Fitness Network Location in circumstances where (a) or (b) above apply are also subject to recoupment by ASH Fitness upon request and Fitness Network Location agrees to comply with any such requests.

ARTICLE 4 CORRECTIVE ACTION PLANS

Corrective Action Plans. ASH Fitness shall have the ability to evaluate Fitness Network Location's participation and performance in accordance with the terms of this Agreement and fitness industry business practices. If ASH Fitness finds that Fitness Network Location is not performing in accordance with the terms of this agreement, ASH Fitness may issue a Corrective Action Plan (CAP) to Fitness Network Location as more fully described in the Program Manual. Fitness Network Location acknowledges that a frequent or repeated lack of compliance with a program requirement may be considered a pattern of performance that is unacceptable to ASH Fitness and may consider this a material breach of the Agreement giving rise to the right to terminate the Agreement for cause pursuant to Article 6.02.

ARTICLE 5 TERM

The initial term of this Agreement shall be from the Effective Date of this Agreement through and including December 31st of the current year subject to the termination provisions set forth in Article 6. After the initial term, this Agreement shall automatically renew for one (1) year on each successive January 1st subject to the termination provisions set forth in Article 6.

ARTICLE 6 TERMINATION

6.01 **Termination of Agreement with Cause.** Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement with cause for the other Party's breach of any material term, covenant or condition and subsequent failure to cure such breach. The Party asserting cause for termination of this Agreement ("Terminating Party") shall provide written notice of termination to the other Party ("Receiving Party"). The notice of termination shall specify the breach or deficiency underlying the cause for termination. Receiving Party shall have thirty (30) calendar days from the receipt of such notice to cure the breach or deficiency to the satisfaction of the Terminating Party. If Receiving Party fails to cure the breach or deficiency, this Agreement shall terminate upon written notice from the Terminating Party. The termination date shall be the date the Receiving Party receives such notice or such other date as may be specified in the notice.

6.02 **ASH Fitness Immediate Termination of Agreement for Cause.** ASH Fitness may terminate this Agreement, or a Fitness Network Participating Location(s) participation, immediately upon written notice by ASH Fitness to Fitness Network Location upon any of the following occurrences:

- a) A determination that Services rendered to a Member by Fitness Network Location in conjunction with this Agreement do not meet the recognized fitness industry standards adopted by ASH Fitness and/or potentially place a Member at risk;
- b) Any material misrepresentation, falsification or failure to provide accurate information to ASH Fitness, ASH Client, or a Member by Fitness Network Location or Fitness Network Location's staff, agent or representative in connection with this Agreement;
- c) The filing and/or conviction of any criminal charges against Fitness Network Location's directors, owners and management;

- d) The termination of any contractual relationship other than this Agreement between Fitness Network Location and ASH Fitness, or an ASH Fitness' affiliate;
- e) Fitness Network Location is not participating in at least one program pursuant to this Agreement;
- f) Fitness Network Location has no Fitness Network Participating Locations; or
- g) Any occurrence or condition which materially impairs the ability of Fitness Network Location or a Fitness Network Participating Location to perform responsibilities under this Agreement.

6.03 Termination of Agreement for Convenience. Either Party may terminate this Agreement by providing at least one hundred twenty (120) days' notice prior to the expiration of the current term. Such termination of participation will be effective on January 1st immediately following the notice.

6.04 Fitness Network Location Appeal of Termination. Fitness Network Location may appeal ASH Fitness' termination for cause under Article 6.02 by providing a written request to ASH Fitness within thirty (30) days from the date of the termination notice by ASH Fitness. Such appeal rights may occur before and/or after the effective date of termination. If a termination appeal results in a reinstatement, ASH Fitness may provide Fitness Network Location with a new Effective Date for this Agreement.

6.05 Effect of Termination. Except as otherwise provided herein, this Agreement shall be of no further force or effect following the date of termination, except that each Party shall remain liable for any obligations or liabilities arising from the activities carried on by it hereunder prior to the date of termination. Regardless of which Party terminates this Agreement or a Fitness Network Location's participation respectively, Fitness Network Location shall inform any Member who seeks Services that the Fitness Network Location is no longer contracted with ASH Fitness.

6.06 Survival of Certain Contractual Provisions after Termination. Notwithstanding any other provision of this Agreement, the following provisions of this Agreement shall survive any termination of this Agreement: Article 2.03, 3.01, 3.03, , 6.05, and 6.06, in addition to, Article 7, Article 8, Article 9, Article 10, Article 12, Article 16, Article 17, Article 19, and Article 20.

ARTICLE 7 HOLD HARMLESS

Fitness Network Location shall defend, release, hold harmless and indemnify ASH Fitness, its affiliates, parent company, subsidiary, insurers, directors, officers, employees, and agents from any claims, losses, damages, liabilities, costs, expenses, including attorneys' fees and costs or obligations arising from or relating to any acts or omissions of Fitness Network Location under this Agreement except for willful misconduct or sole negligence of ASH Fitness. Nothing in this Agreement constitutes a waiver by Fitness Network Location of any statutory or common law defenses, immunities or limits of liability. ASH Fitness acknowledges and agrees that that Fitness Network Location is an Indiana municipal corporation subject to Ind. Code §34-13-3 *et seq*, Indiana's Tort Claim Act ("INTCA"), and Fitness Network Location's liability to indemnify and save ASH Fitness harmless for any claims subject to the INTCA shall be subject to any defenses available to Fitness Network Location under the INTCA and shall be limited to the maximum amount of Fitness Network Location's financial exposure under the ITNCA

ARTICLE 8 COMMUNICATION OF RELATIONSHIP WITH ASH FITNESS AND ASH CLIENTS

Fitness Network Location shall not initiate any written communication, solicitation or advertisement of any type referencing the relationship with ASH Fitness and/or ASH Client without the prior written approval of the communication by ASH Fitness. This includes, but is not limited to, internet web pages, social networking, newspapers, yellow pages, billboards, mass mailings, telemarketing, location posters or business cards. Only where ASH Fitness reviews and gives prior written approval may Fitness Network Location display and/or distribute materials to promote programs associated with this Agreement. If Fitness Network Location sends an advertisement or communication without prior approval from ASH Fitness, ASH Fitness reserves the right to remove Fitness Network Location from its Fitness Network Location directory and restrict access to new Members for a period of one (1) month for the first occurrence and three (3) months for the second occurrence. ASH Fitness reserves the right to terminate this Agreement after the third occurrence of an advertisement or communication being sent without ASH Fitness' approval.

ARTICLE 9 MEMBER PERSONAL INFORMATION

- 9.01** ASH Fitness and its affiliates shall protect access to, and distribution of, information and/or records that are subject to regulatory requirements for protection of Member information and privacy including, but not limited to protection for non-public personal information. Therefore, ASH Fitness and Fitness Network Location shall abide by all applicable Federal and State laws and regulations regarding privacy, security and disclosure of Member Personal Information. Fitness Network Location agrees to maintain records and other information with respect to Members in an accurate and timely manner, to provide timely access by Members to the records and information that pertain to them and to safeguard the privacy of any non-public information that can be used to identify a particular Member. Fitness Network Location shall limit uses and disclosures of personal information obtained in connection with this Agreement (including any information received from ASH Fitness or through ASHLink) solely for payment and related operational purposes permitted or required by this Agreement or as required by law. Fitness Network Location shall use such personal information only to the extent minimally necessary to satisfy those obligations. Any other use of personal information obtained in connection with this Agreement is strictly prohibited unless required by law or as otherwise permitted in writing by ASH Fitness. The parties acknowledge that Fitness Network Location is a municipal corporation subject to Ind. Code §5-14-3 *et seq.*, the Indiana Access to Public Records Act (“APRA”), and may be required, by APRA, to disclose certain information that ASH Fitness may consider private and subject to this Article 9. Any information disclosed in compliance with Fitness Network Location’s duties under APRA shall not be considered a breach of this Article or this Agreement.
- 9.02** Upon discovering an incident where the personal information of a Member could have been acquired, used or disclosed in a manner not permitted under this Agreement, including situations where such personal information could have been viewed by persons other than Fitness Network Location employees authorized by the Fitness Network Location to perform duties under this Agreement, Fitness Network Location shall immediately, but in no case later than one (1) business day, report the incident to ASH Fitness’ Privacy Office. Fitness Network Location will expediently supply all information reasonably requested by ASH Fitness regarding the investigation of suspected privacy incidents referenced above.
- 9.03** Fitness Network Location shall notify ASH Fitness Privacy Office immediately of any requests received from a Member related to obligations under this Agreement for restrictions on uses and disclosure of personal information, any requests for deletion of personal information, any requests for an accounting of personal information, or any requests to authorize an agent to act on the Member’s behalf. Fitness Network Location will direct any questions or concerns regarding ASH’s privacy practices to the ASH Privacy Office.
- 9.04** To the extent allowable by Fitness Network Location’s duties under APRA and Ind. Code §5-15-6 *et seq.*, Indiana’s Record Retention Act, upon termination, cancellation, expiration or other conclusion of the Services provided by Fitness Network Location, Fitness Network Location will if feasible, return to ASH Fitness or destroy all Member Personal Information in whatever form or medium including any electronic medium under Fitness Network Location’s custody or control that Fitness Network Location created or received for or from ASH Fitness. Fitness Network Location will complete such return or destruction as promptly as possible, but no later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the services provided by Fitness Network Location. If return or destruction of Member Personal Information is infeasible, Fitness Network Location will extend the protections of this Article 9 to such information and limit its further use or disclosure to those purposes that make return or destruction of Member Personal Information infeasible.
- 9.05** Notices to the ASH Fitness Privacy Office may be sent by overnight mail, first class mail, email or hand delivery to:

American Specialty Health Fitness, Inc.
Attn: Privacy Officer
10221 Wateridge Circle
San Diego, CA 92121
E-mail: HIPAA@ashn.com
Tel: (800) 848-3555

ARTICLE 10 PROPRIETARY INFORMATION

All information, documents, software and other materials of any sort furnished to Fitness Network Location by ASH Fitness including, without limitation, this Agreement and any rates included in this Agreement, the Program Manual, any ASH Client lists shall be the property of ASH Fitness and shall be treated as confidential. Such proprietary information shall not be disclosed to anyone who does not have a need to know such information and is only to be used by Fitness Network Location in connection with the performance of Fitness Network Location's obligations under this Agreement. Fitness Network Location shall not disclose or use any proprietary information or trade secrets for Fitness Network Location's own benefit during the term of this Agreement or after termination of this Agreement, except as required by law or as authorized in writing by ASH Fitness. Fitness Network Location shall have no ownership rights in said proprietary information including, but not limited to, copying, use or distribution of said proprietary information. ASH Fitness acknowledges that Fitness Network Location is subject to the requirements of its state's Public Records Act and that some information which ASH Fitness deems confidential may be disclosed under this Act. In the event that any such proprietary information of ASH Fitness is required to be disclosed by Fitness Network Location by law or valid order of a court or other governmental authority, Fitness Network Location shall, to the extent legally permitted, give notice to ASH Fitness. ASH Fitness shall be responsible for objecting to such disclosure or for obtaining a protective order requiring that the propriety information so disclosed be used only for the purposes for which the order was issued.

To the extent allowable by Fitness Network Location's duties under APRA and Ind. Code §5-15-6 *et seq.*, Indiana's Record Retention Act, upon termination of this Agreement, Fitness Network Location shall destroy all proprietary information in Fitness Network Location's possession. Fitness Network Location shall cooperate with ASH Fitness in maintaining the confidentiality of such proprietary information at all times during and after termination of this Agreement.

ARTICLE 11 INTELLECTUAL PROPERTY

11.01 Use of Intellectual Property. This Agreement does not grant Fitness Network Location a license or sublicense, except as provided in this Article 11, to use the intellectual property owned by ASH Fitness or affiliates, including the copyrights, trade secrets, names, trademarks, service marks, corporate names, trade names, domain names, or logos ("ASH IP"). During the term of this Agreement, Fitness Network Location shall use ASH IP solely in connection with identifying the relationship as contemplated in this Agreement or as specified in the Program Manual. Any other use of ASH IP is subject to the prior review and written approval of ASH Fitness. Fitness Network Location shall be allowed to use the ASH IP Your Future is Active&Fit®, Silver&Fit®, Active&Fit®, Active&Fit Direct®, Active&Fit® Enterprise™, Active&Fit® Now™, and/or ASHLink® on its web sites and print/electronic media for the promotion of Fitness Network Location's participation in the applicable programs. Such use must comply with this Article and the "Guidelines for Trademark Use by Third Parties" issued by ASH Fitness from time to time, a current version of which can be found in the Program Manual. Approval in this Article shall be deemed automatically withdrawn upon the effective date of expiration or termination of this Agreement, unless sooner withdrawn by written notice from ASH Fitness.

ARTICLE 12 REMEDIES

Fitness Network Location acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that in the event of a breach or threatened breach of this Agreement, ASH Fitness may also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity..

ARTICLE 13 ASSIGNMENT AND CHANGE OF OWNERSHIP

ASH Fitness may, in its discretion, assign all or a portion of its rights or responsibilities under this Agreement to any party at any time without approval of Fitness Network Location. All provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon the Parties hereto and their respective successors and assignees and shall inure to the benefit, and be enforceable by the Parties hereto and their respective legal representatives, successors and assignees.

ARTICLE 14 SUBCONTRACTS

Fitness Network Location shall not subcontract any of its obligations under this Agreement to any third party without the prior written approval of ASH Fitness, which may be withheld or withdrawn in its sole discretion. Where ASH Fitness allows Fitness Network Location to subcontract any of its obligations to another party, Fitness Network Location shall remain ultimately responsible to ASH Fitness for the Services performed hereunder.

ARTICLE 15 FORCE MAJEURE

Neither Party will be liable for delay in delivery or non-performance in whole or in part (other than a failure to pay any amount due hereunder), nor will the other Party have the right to terminate this Agreement where delivery or performance has been affected by a Force Majeure Event, except as otherwise specifically provided in this Article or in Article 6 of this Agreement. "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that prevents a nonperforming Party, in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to the obligations of the performing Party under this Agreement where: (i) the act or event is beyond reasonable control of and not the fault of the nonperforming Party, e.g. war, terrorism, riot or insurrections, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, government or its instrumentalities announced lock-downs, quarantine or other similar event; (ii) the nonperforming Party has been unable to avoid or overcome the act or event by the exercise of best efforts; and (iii) the nonperforming Party gives notice to the performing Party as soon as is practicable after the act or event (or commencement of the act or event if the Force Majeure event lasts more than three (3) calendar days) stating the nature of the act or event, its anticipated duration, and any action the nonperforming Party is taking to avoid or minimize its effect

In the event the Force Majeure Event continues for twenty-one (21) calendar days after the initial occurrence of the Force Majeure Event, then ASH Fitness may terminate this Agreement immediately by providing written notice to Fitness Network Location.

ARTICLE 16 INDEPENDENT CONTRACTORS

None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, other than that of independent parties contracting solely for the purpose of effectuating this Agreement. ASH Fitness shall have no dominion or control over Fitness Network Location, Fitness Network Location--Member relationship, Fitness Network Location's personnel or agents or Fitness Network Location's services. Fitness Network Location and Fitness Network Location's employees and agents shall not have any claim, under this Agreement or otherwise, against ASH Fitness for vacation pay, sick leave or retirement or other benefits of any kind. During the term of this Agreement or any renewals hereof, Fitness Network Location shall be fully responsible and liable for all state and federal income taxes or other taxes to which payments made by ASH Fitness to Fitness Network Location may become subject.

ARTICLE 17 GOVERNING LAW

This Agreement shall be interpreted and governed by the laws of the State in which the Fitness Network Location is located, except to the extent that law is contrary to or preempted by federal law. Any provisions required to be in this Agreement by any law shall bind the Parties hereto, whether or not expressly provided in this Agreement.

ARTICLE 18 SEVERABILITY

In the event any provision of this Agreement is rendered invalid or unenforceable by state or federal law or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain

in full force and effect unless otherwise specified in this Agreement. In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided herein, and its removal has the effect of materially altering the obligations of either Party in such manner as, in the judgment of the Party affected, will cause serious financial hardship to such Party or will cause such Party to act in violation of its corporate articles or by-laws, the Party so affected shall have the right to terminate this Agreement by providing the other Party with at least fifteen (15) days prior written notice.

ARTICLE 19 DISPUTES BETWEEN FITNESS NETWORK LOCATION AND MEMBERS

Where ASH Fitness determines that a dispute between Fitness Network Location and Member is subject to the provisions of this Agreement, Fitness Network Location agrees to assist ASH Fitness and provide any information necessary, at no cost to ASH Fitness, for ASH Fitness to review and evaluate a Member grievance or appeal presented for resolution. This Article does not preclude Fitness Network Location and Member from seeking any appropriate legal action to resolve any controversy, dispute or claim which is not governed by the terms of this Agreement. Fitness Network Location reserves the right to reject entry into the Fitness Network Participating Location to any Member who does not abide by Fitness Network Location's rules and procedures.

ARTICLE 20 DISPUTES BETWEEN FITNESS NETWORK LOCATION AND ASH FITNESS

In the event of any dispute between Fitness Network Location and ASH Fitness (or their respective affiliates, owners, employees, agents, predecessors, or successors) arising out of or relating to this Agreement, Fitness Network Location and ASH Fitness shall first attempt in good faith to resolve the dispute mutually between themselves. If Fitness Network Location and ASH Fitness are unable to resolve the dispute by mutual agreement then all matters in controversy shall be submitted, upon the motion of either Party, to binding arbitration pursuant to the requirements of the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA rules. The arbitrator shall be bound by applicable state and federal law, subject to Article 17. Parties agree to share equally the AAA administrative fee as well as the arbitrator's fees and expenses, if any, unless otherwise assessed by the arbitrator. The administrative fees shall be advanced by the initiating Party, subject to final apportionment by the arbitrator. In addition, except as provided below, in any arbitration commenced by the Fitness Network Location, if the amount of the Fitness Network Location's claims is less than \$10,000, the Fitness Network Location's share of the AAA administrative fees and the arbitrator's fees and expenses shall be capped at \$25. And if the amount of the Fitness Network Location's claims is between \$10,000 and \$50,000, the Fitness Network Location's share of the AAA administrative fees and the arbitrator's fees and expenses shall be capped at \$500. However, if the arbitrator concludes that the Fitness Network Location's claims are frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then all such fees and expenses shall be allocated by the arbitrator in accordance with the AAA Commercial Arbitration Rules, and Fitness Network Location agrees to reimburse ASH Fitness for any monies paid on Fitness Network Location's behalf that would be Fitness Network Location's responsibility under those rules.

Parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing to have an award enforced may be recovered by the Party which brings such action. Any arbitration proceedings shall occur in the State in which Fitness Network Location is providing Services to Members pursuant to this Agreement.

Unless forbidden by applicable law, Parties agree that if they become involved in a claim or dispute under the arbitration process outlined herein, neither Party will disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the claim; (ii) the content of any testimony or other evidence presented at the arbitration hearing or obtained through discovery; or (iii) the terms or amount of any agreement reached pursuant to arbitration.

The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim without affecting other Fitness Network Location facilities. Parties agree that they may bring claims against the other only in their respective individual capacities, and not as a plaintiff or class member in any purported class, representative, or private Attorney General proceeding. Further, unless Parties agree otherwise, the arbitrator may not consolidate more than one contracted Fitness Network Location's claims, and may not otherwise preside over any form of a class, representative,

or private attorney general proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

ARTICLE 21 NOTICES

Any notice required or permitted to be given under this Agreement to ASH Fitness or Fitness Network Location, shall be in writing and shall be (a) delivered by electronic means (i.e. ASHLink, sent via an inalterable email document (such as PDF)), (b) delivered in person, (c) sent by certified, registered mail, or "overnight express" by the United States Postal Service with return receipt requested and postage prepaid, or (d) sent "express mail," "two day delivery," "3-5 day ground" or any similar service offered by private, prepaid courier such as Federal Express, United Parcel Service or any similar organization. ASH Fitness shall send all notices to Fitness Network Location's ASHLink account, email or mailing address on file with ASH Fitness. Fitness Network Location shall provide at least thirty (30) day notice to any change in its email or mailing address to ASH Fitness via ASHLink, or to the email, or address provided below.

NOTICES TO ASH FITNESS:

American Specialty Health Fitness, Inc.
P.O. Box 509117
San Diego, CA 92150-9117

For specific email addresses, call ASH Fitness at (877) 329-2746. The appropriate email address will be provided depending on the nature of the Notice.

Notice shall be effective on the earlier of the date received or the date deemed received.

- Notices given by electronic means (i.e. ASHLink, sent via an inalterable email document (such as PDF)) shall be deemed received one (1) business day after being sent.
- Notices delivered personally shall be deemed received upon actual receipt.
- Notices given by certified or registered mail shall be deemed received two (2) United States Postal Service business days after the date mailed.
- Notices given by "3-5 day ground" will be deemed received five (5) business days after the date delivered to the United States Postal Service, Federal Express, United Parcel Service or any similar organization.
- Notices sent for delivery by any other means specified in this first paragraph of this Article shall be deemed received two (2) business days after delivery to the United States Postal Service, Federal Express, United Parcel Service or any similar organization.

ARTICLE 22 CAPTIONS; RULE OF CONSTRUCTION

Captions in this Agreement are descriptive only and shall not affect the intent or interpretation of this Agreement. Unless a clear contrary intention appears, the singular includes the plural and vice-versa.

ARTICLE 23 NO THIRD PARTY BENEFICIARIES

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall create or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a Fitness Network Location other than Fitness Network Location, subject only to Article 26.

ARTICLE 24 AMENDMENTS

Any amendments to this Agreement, including but not limited to revised or newly issued attachments, ASH Client lists or revisions to the Program Manual shall be issued by ASH Fitness and shall be automatically effective and incorporated into this Agreement on the date received or deemed received pursuant to Article 21 of this Agreement, unless otherwise specified in such notice or required by applicable state law.

ARTICLE 25 INSOLVENCY OF ASH FITNESS; PROTECTION OF INTERESTS OF FITNESS NETWORK LOCATION, MEMBERS, AND ASH CLIENTS

ASH Fitness and Fitness Network Location expressly agrees to the inclusion of this Article in this Agreement to provide a means to protect the interests of Fitness Network Location, Members, and ASH Clients in the event of the insolvency of ASH Fitness. This Article shall apply only in the event of the insolvency of ASH Fitness and only if, as a result of the insolvency, ASH Fitness is unable to discharge its duties under this Agreement or its Agreement with ASH Clients.

For purposes of this Article, the insolvency of ASH Fitness means the filing of a voluntary petition by ASH Fitness, or the filing of an involuntary petition by ASH Fitness' creditors, under Chapter 7 of the Bankruptcy Code (Liquidation), and the date of the insolvency shall be the date on which any such petition is filed. The insolvency of ASH Fitness shall not include the filing of a voluntary petition by ASH Fitness, or the filing of an involuntary petition by ASH Fitness' creditors, under Chapter 11 of the Bankruptcy Code (Reorganization).

If, within sixty (60) days after the date of the insolvency of ASH Fitness, an ASH Client provides written notice to Fitness Network Location stating that, with regard to any Member who is a beneficiary, employee, member, or insured of that ASH Client, (a) ASH Client shall pay Fitness Network Location, in accordance with the provisions of this Agreement, for any billing reports submitted for Services rendered by Fitness Network Location to any such Member on or after the date of the insolvency, to the extent ASH Fitness has not paid such reimbursements, and (b) ASH Client otherwise shall use its best efforts to discharge the duties of ASH Fitness under this Agreement, or to cause ASH Fitness to discharge those duties, with regard to any such Member, then Fitness Network Location shall continue to be available to render Services to those Members and shall continue to render Services to those Members in accordance with the provisions of this Agreement for up to six (6) months after the date of the insolvency, as specified by ASH Client.

To the extent this Article grants any rights to any ASH Client, Fitness Network Location agrees and acknowledges that ASH Client is a third-party beneficiary of this Article and shall have all rights granted under law to a third-party beneficiary to enforce this Article.

ARTICLE 26 ENTIRE AGREEMENT

This Agreement supersedes and replaces any prior agreement(s) entered into between ASH Fitness and Fitness Network Location. Each Party acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any Party or anyone acting on behalf of any Party, which is not embodied herein. Parties acknowledge that all the documents that make up the Agreement are complementary and supplementary to each other. Except as specifically mentioned herein, in the event of any inconsistency or conflict or ambiguity in the Agreement, this Agreement shall be read as whole to give meaning to the intent of the Parties.

[REST OF THE PAGE INTENTIONALLY LEFT BLANK. ARTICLE 27 - EFFECTIVE DATE OF AGREEMENT AND SIGNATURE BLOCK IS ON THE NEXT PAGE]

ARTICLE 27 EFFECTIVE DATE OF AGREEMENT

ASH Fitness will provide Fitness Network Location with notice of the Effective Date after Fitness Network Location returns one original copy of this Agreement to ASH Fitness, and all pre-contractual requirements are fulfilled based upon a determination by ASH Fitness. Fitness Network Location agrees to be bound by this Agreement as of the Effective Date as determined by ASH Fitness.

It is the responsibility of the Fitness Network Location to indicate with a check in the attachment(s) box below and inform ASH Fitness of the program(s) they will be participating in:

- Attachment A: Silver&Fit Basic Attachment
- Attachment B: Silver&Fit Full Attachment
- Attachment C: Active&Fit Enterprise Attachment
- Attachment D: Active&Fit Now Attachment
- Attachment E: Active&Fit Direct Attachment

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

FITNESS NETWORK LOCATION

(type or print clearly)

AMERICAN SPECIALTY HEALTH FITNESS, INC.

(To be filled out by ASH Fitness only)

Fitness Network Location Legal Name

Name Signed

d/b/a (if applicable)

Name Printed

Name Signed

Title

Name Printed

Date

Title

Date

Mailing Address:
American Specialty Health Fitness, Inc.
P.O. Box 509117
San Diego, CA 92150-9001

The Effective Date of this Agreement is _____
[To be completed by ASH Fitness Only]



**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT A - SILVER&FIT® BASIC ATTACHMENT

1.0 DEFINITIONS

For purposes of this attachment and in addition to the terms defined in the Agreement, the following terms shall have the meanings indicated:

- 1.01 Silver&Fit Program.** The Silver&Fit Program is an exercise and healthy aging program offered to Members that are health plan enrollees eligible for Medicare coverage or are group retirees.
- 1.02 Silver&Fit Basic Fitness Network Location.** As a Silver&Fit Basic Fitness Network Location shall provide Members the Standard Fitness Network Location Membership as set forth in Article 3.05.1 of the Agreement.

2.0 FITNESS NETWORK LOCATION OBLIGATIONS

In addition to the obligations in Article 3 of the Agreement, Fitness Network Location shall have the following obligations for this program:

- 2.01 Fitness Network Location Listing Information.** Fitness Network Location must maintain current and accurate listing information with ASH Fitness. Fitness Network Location shall notify ASH Fitness with a change to listing information as described in the Program Manual.
- 2.02** Fitness Network Location shall provide Members with orientation to Fitness Network Location and the equipment.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT B – SILVER&FIT® FULL ATTACHMENT

1.0 DEFINITIONS

For purposes of this attachment and in addition to the terms defined in the Agreement, the following terms shall have the meanings indicated:

1.01 Designated Silver&Fit Exercise Classes. Designated Silver&Fit Exercise Classes are older adult oriented exercise classes that Fitness Network Location agrees to allow ASH Fitness to approve as a Silver&Fit exercise class in its directory for ASH Clients and Members. The Fitness Network Location may choose to offer one or more classes from the following categories:

- Silver&Fit Signature Series Classes® (these classes as designed by ASH Fitness and are available to Fitness Network Location to offer as a Designated Silver&Fit Exercise Class. Any equipment required for these classes may either be provided by Fitness Network Location itself or to Fitness Network Location by ASH Fitness for an additional fee.)
- Senior Dance
- Senior Yoga
- Strength/Cardio Training for older adults
- Tai Chi
- Aqua
- Fall Prevention
- Special Conditions

Fitness Network Location shall elect how many classes it wishes to designate as a Silver&Fit Exercise Class each week in the Fitness Network Location. Fitness Network Location may not designate an older adult exercise class sponsored by or provided by any organization which is a competitor of ASH Fitness.

1.02 Silver&Fit Program. The Silver&Fit Program is an exercise and healthy aging program offered to Members that are health plan enrollees eligible for Medicare coverage or are group retirees.

1.03 Silver&Fit Full Fitness Network Location. As a Silver&Fit Full Fitness Network Location, Fitness Network Location shall provide Members with a Standard Fitness Network Location Membership as set forth in Article 3.05.1 of the Agreement, Designated Silver&Fit Exercise Classes and/or Quarterly Social Activities.

1.04 Quarterly Social Activities. Quarterly Social Activities are quarterly events sponsored by Fitness Network Location. Examples of these social events may consist of, but is not limited to, bagels and coffee, off-site walking clubs, and potlucks.

2. FITNESS NETWORK LOCATION OBLIGATIONSIn addition to the obligations in Article 3 of the Agreement, Fitness Network Location shall have the following obligations for this program:

2.01 Designated Silver&Fit Exercise Classes. Fitness Network Location agrees that it shall have at least one (1) instructor who has obtained proper credentials (e.g. certifications, teaching licenses, certificates of completion) to teach the particular Designated Silver&Fit Exercise Class. Fitness Network Location shall arrange for any required payment for the exercise programs or training classes required, either by (a) Fitness Network Location on behalf of the instructor or (b) the instructor directly.

2.02 Free Trial Obligation. Fitness Network Location shall offer and honor a one-time free trial (guest pass) for each Member to try out the Fitness Network Location. If the Fitness Network Location does not offer such

one-time free trial (guest pass), Fitness Network Location shall indicate that in the ASH Fitness network application provided to the Fitness Network Location or promptly notify ASH Fitness if Fitness Network Location starts providing such one-time free trial (guest pass).

2.03 Silver&Fit Exercise Classes Health and Safety Guidelines. Fitness Network Location shall comply with ASH Fitness' Health & Safety Guidelines for Designated Silver&Fit Exercise Classes. These guidelines are in addition to the Health and Safety Guidelines and shall be distributed to Fitness Network Location upon notifying ASH Fitness of its election to offer Designated Silver&Fit Exercise Classes. Upon Fitness Network Location's acceptance of these guidelines, the elected classes shall be listed in ASH Fitness' Fitness Network Location listing as Designated Silver&Fit Exercise Classes.

2.04 Fitness Network Location Listing Information. Fitness Network Location must maintain current and accurate listing information with ASH Fitness. Fitness Network Location shall notify ASH Fitness with a change to listing information as described in the Program Manual.

2.05 Fitness Network Location shall provide Members with orientation to Fitness Network Location and the equipment.

- 3.** ASH FITNESS OBLIGATIONSSilver&Fit Online Fitness Network Location Listing. ASH Fitness shall provide ASH Clients and Members with an online Fitness Network Location listing of participating Fitness Network Locations. The online listing shall list the Designated Silver&Fit Exercise Classes offered by Fitness Network Location and if Fitness Network Location holds Quarterly Social Activities.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT C - ACTIVE&FIT® ENTERPRISE ATTACHMENT

1.0 DEFINITIONS

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

- 1.01** Active&Fit Enterprise Program. The Active&Fit Enterprise Program is a fitness program whereby ASH Fitness or its affiliates arrange for the provision of Services to Members. This program provides Member with a Standard Fitness Network Location Membership.

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**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT D - ACTIVE&FIT® NOW ATTACHMENT

1.0 DEFINITIONS

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

- 1.01 Active&Fit Now.** A product of Active&Fit, Active&Fit Now, is a fitness program whereby Fitness Network Location arrange for the provision of Services to the general public or affiliate organization members who are not covered by ASH Fitness or its affiliates by other ASH Fitness Programs or Products. This Active&Fit Now product provides individual(s) with either a Standard Fitness or Premium Fitness Membership based on the rates in effect with a Fitness Network Location for this product.

2.0 FITNESS NETWORK LOCATION OBLIGATIONS

- 2.01 Free Trial Obligation.** Fitness Network Location shall offer and honor a one-time free trial (guest pass) for each Member to try out the Fitness Network Location. If the Fitness Network Location does not offer such one-time free trial (guest pass), Fitness Network Location shall indicate that in the ASH Fitness network application provided to the Fitness Network Location or promptly notify ASH Fitness if Fitness Network Location starts providing such one-time free trial (guest pass)..

**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT E – ACTIVE&FIT® DIRECT ATTACHMENT

1.0 DEFINITIONS

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

1.01 Active&Fit Direct. A product of Active&Fit, Active&Fit Direct, is a direct to consumer fitness program whereby ASH Fitness or its affiliates arrange for the provision of Services to Members. This program provides Member with a Standard or Premium Fitness Membership.

2.0 FITNESS NETWORK LOCATION OBLIGATIONS

2.01 Free Trial Obligation. Fitness Network Location shall offer and honor a one-time free trial (guest pass) for each Member to try out the Fitness Network Location. If the Fitness Network Location does not offer such one-time free trial (guest pass), Fitness Network Location shall indicate that in the ASH Fitness network application provided to the Fitness Network Location or promptly notify ASH Fitness if Fitness Network Location starts providing such one-time free trial (guest pass).

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FITNESS NETWORK LOCATION SERVICES AGREEMENT**

ATTACHMENT F - INTENTIONALLY LEFT BLANK

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**AMERICAN SPECIALTY HEALTH FITNESS, INC.
FITNESS NETWORK LOCATION SERVICES AGREEMENT**



ATTACHMENT G – PROGRAM COMPENSATION

Fitness Network Location acknowledges and agrees that any contractual changes to program compensation for the renewal term shall be finalized with ASH Fitness at least one hundred twenty (120) days prior to the expiration of the current term. ASH Fitness, at its sole discretion, may not accept any contractual changes for program compensation that Fitness Network Location fails to finalize with ASH Fitness at least one hundred twenty (120) days prior to the expiration of the current term and the current agreement shall be applicable to the renewal.

It is agreed between the Parties that Fitness Network Location or the ASH programs selected by them, as mutually agreed to by the Parties, may be added or removed from time to time in this Attachment G without the need for an amendment to the Agreement. After any such modification of the Fitness Network Participating Location(s) or the ASH programs in this Attachment G, Parties will exchange the modified Attachment G.

SILVER&FIT BASIC FITNESS NETWORK LOCATION:

The following compensation rate is for a Silver&Fit Basic Fitness Network Location in the Silver&Fit Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Fitness Network Location Visits Compensated Per Month	Monthly Compensation Maximum
Silver&Fit Basic General Membership	Premium	\$37.80	1	\$37.80

SILVER&FIT FULL FITNESS NETWORK LOCATION:

The following compensation rate is for a Silver&Fit Full Fitness Network Location in the Silver&Fit Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Fitness Network Location Visits Compensated Per Month	Monthly Compensation Maximum
Silver&Fit Full	Standard/Premium	TBD	TBD	TBD

ACTIVE&FIT ENTERPRISE FITNESS NETWORK LOCATION:

A Product of Active&Fit®

The following compensation rate is for the Active&Fit Enterprise Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Fitness Network Location Visits Compensated Per Month	Monthly Compensation Maximum
Active&Fit Enterprise General Membership	Premium	\$42.00	1	\$42.00

ACTIVE&FIT DIRECT FITNESS NETWORK LOCATION:

A Product of Active&Fit®

The following compensation rate is for the Active&Fit Direct Program:

Benefit Program	Network	Standard Compensation Rate	Maximum Number of Fitness Network Location Visits Compensated Per Month	Monthly Compensation Maximum
Active&Fit Direct	Standard/Premium	TBD	TBD	TBD

ACTIVE&FIT NOW FITNESS NETWORK LOCATION:

A Product of Active&Fit®

The following compensation rate is for the Active&Fit Now Program:

Benefit Program	Network	Compensation Rate	Maximum Number of Fitness Network Location Visits Compensated Per Month	Monthly Compensation Maximum
Active&Fit Now	Standard/Premium	TBD	TBD	TBD

Signature: _____



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

MEETING DATE		RESOLUTION NO.	
TITLE OF AGENDA ITEM			
PRESENTER/DEPARTMENT			
<p style="text-align: center;">BACKGROUND</p> <ul style="list-style-type: none"> 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. 			
EXPENDITURE \$			
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 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: Current Available Budget: Controller’s Office Approval:		

RESOLUTION NO. R112525W

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING AGREEMENT FOR INSURANCE BASED MEMBERSHIP
REIMBURSEMENT WITH ONE PASS SOLUTIONS, INC.**

WHEREAS, the City of Fishers owns and operates the Fishers Community Center (FCC) and the FCC offers several programs, classes and other fitness opportunities for residents and members;

WHEREAS, the FCC desires to utilize certain insurance-based membership reimbursement programs to provide free or discounted services for the senior community and other residents and members who may otherwise be covered by the reimbursement program;

WHEREAS, One Pass Solutions (“One Pass”) is an insurance-based membership program that provides reimbursement to certain facilities for its covered members;

WHEREAS, the City now desires to enter into an agreement with One Pass to allow for One Pass members to access the FCC for free in exchange for reimbursement payments from One Pass, all as more particularly described in Exhibit A, which is attached hereto and incorporated herein.

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.** The Board hereby approves an agreement substantially similar to the agreement attached hereto as Exhibit A, which is attached hereto and incorporated herein (“Agreement”).
- Section 2.** The Board hereby authorized the Mayor to execute the Bid, the Agreement and any and all documents necessary to effectuate their 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 November 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

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on July 1, 2025 (the “Effective Date”), by and between One Pass Solutions, Inc., including its affiliates (“Optum”) and Fishers Community Center, including its Participating Facilities (“Network”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum’s clients; and

WHEREAS, Optum provides its client’s Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum’s client’s Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member’s monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2026 (“Initial Term”). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a “Renewal

Term”), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as “Term.”

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term prior to September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.
- d) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party’s willful or negligent act or omission.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party’s name, symbol or logo (“Mark”), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party’s liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this

Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement:
(a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing,
(b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials. Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees

("Damages"), which arise out of a third-party claim and to the extent such Damages directly arise from or are the result of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for any claim brought by a Member for the failure to deliver services by Participating Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third-party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals

reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
One Pass Solutions, Inc.
Attn: Contracts Administration MN101-W013
1 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
Fishers Community Center
3 Municipal Dr.
Fishers, IN 46038

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

One Pass Solutions, Inc.
1 Optum Circle

Fishers Community Center
3 Municipal Dr.

Eden Prairie, MN 55344

Fishers, IN, 46038

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreement Number: 01496045.0

Appendix A

**Fitness Passport Program
Fees and Description of Services**

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre-determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.

- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$3.50 per visit to Participating Facility with a maximum monthly payment of \$35.00 (10 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

1. **Most Favored Reimbursement.** Network represents and warrants that the Network Facility Reimbursement as outlined in this Agreement is equal to or lower than the reimbursement per-visit rates and maximum monthly fees being offered by Network to any other customer for the same or similar services. If during the term of this Agreement Network enters into an agreement or arrangements with any other customer contracting with Network for the benefit of its members which includes lower reimbursement per-visit rates or maximum monthly fees for the same or similar services as stated in this Agreement, Network shall promptly identify such lower per-visit rates and/or maximum monthly fees to Optum, and the Parties shall execute an amendment to this Agreement to incorporate the change in Network Facility Reimbursement effective as of the date that the Network made such lower rates available to such customer.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.

- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.

- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by

zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Completing all enrollment paperwork, program training and staff training necessary to begin accepting Members within thirty (30) business days of the Agreement Effective Date. Network will be listed as a Participating Facility on Fitness Passport Program website within thirty (30) days of the Agreement Effective Date.
- g) Between August 15th and September 1st of each calendar year, Network shall report to Optum by email to the following email address fitnessnetwork@optum.com whether or not Network has executed a contract for the next calendar year with any other customer for the same or similar services.
- h) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.

- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

**Fitness Passport Program
Performance Standards**

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum’s designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network to provide Member usage file to Optum or Optum’s designated third party*	Optum to provide eligibility verification file to Optum’s third party	Optum or Optum’s designated third party to transmit the Network Facility Reimbursement to Network’s designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member’s monthly usage reports to Optum’s designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network



Board Action Form

MEETING DATE	11/25/25		
TITLE	Duke Easement for Fishers White River Park		
SUBMITTED BY	Name & Title: Jake Reardon McSoley, Director of Recreation & Wellness Department: Administration		
MEETING TYPE	<input type="checkbox"/> Work Session Executive	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special <input type="checkbox"/> Retreat
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 st Reading	<input checked="" type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> 3 rd Reading <input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R112525X
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item	<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date	<input checked="" type="checkbox"/> No contract for this item	
	<input type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.	<input checked="" type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office		

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	This easement provides access for Duke to run electric utilities to Fishers White River Park.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Recommend.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525X

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING GRANT OF EASEMENT WITH DUKE ENERGY INDIANA
(FISHERS WHITE RIVER PARK)**

WHEREAS, the City of Fishers (“City”) owns certain property located at 0 E. 96th Street, Fishers IN, Parcel No. 9-14-09-000-006.003-006 (“Property”); and

WHEREAS, the City of Fishers (“City”) desires the provision of electric service to the Property by Duke Energy Indiana (“Duke”) and so the City and Duke desire to enter into the Easement, attached hereto as Exhibit A and incorporated herein.

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.** The Easement attached hereto as Exhibit A is hereby approved.
- Section 2.** The Board hereby authorizes the Mayor to execute the Easement.
- 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 November 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

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Megan Miller
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 29-14-09-000-006.003-006

EASEMENT

State of Indiana
County of Hamilton

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **CITY OF FISHERS** (“**Grantor**”, whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in Section 9, Township 17 North, Range 4 East, Delaware Township, Hamilton County, State of Indiana; being a part of Block B, River Place as recorded in **Instrument Number 2023003623**, and also **Instrument Number 2023008855**, in the Office of the Recorder of Hamilton County, Indiana (“**Property**”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

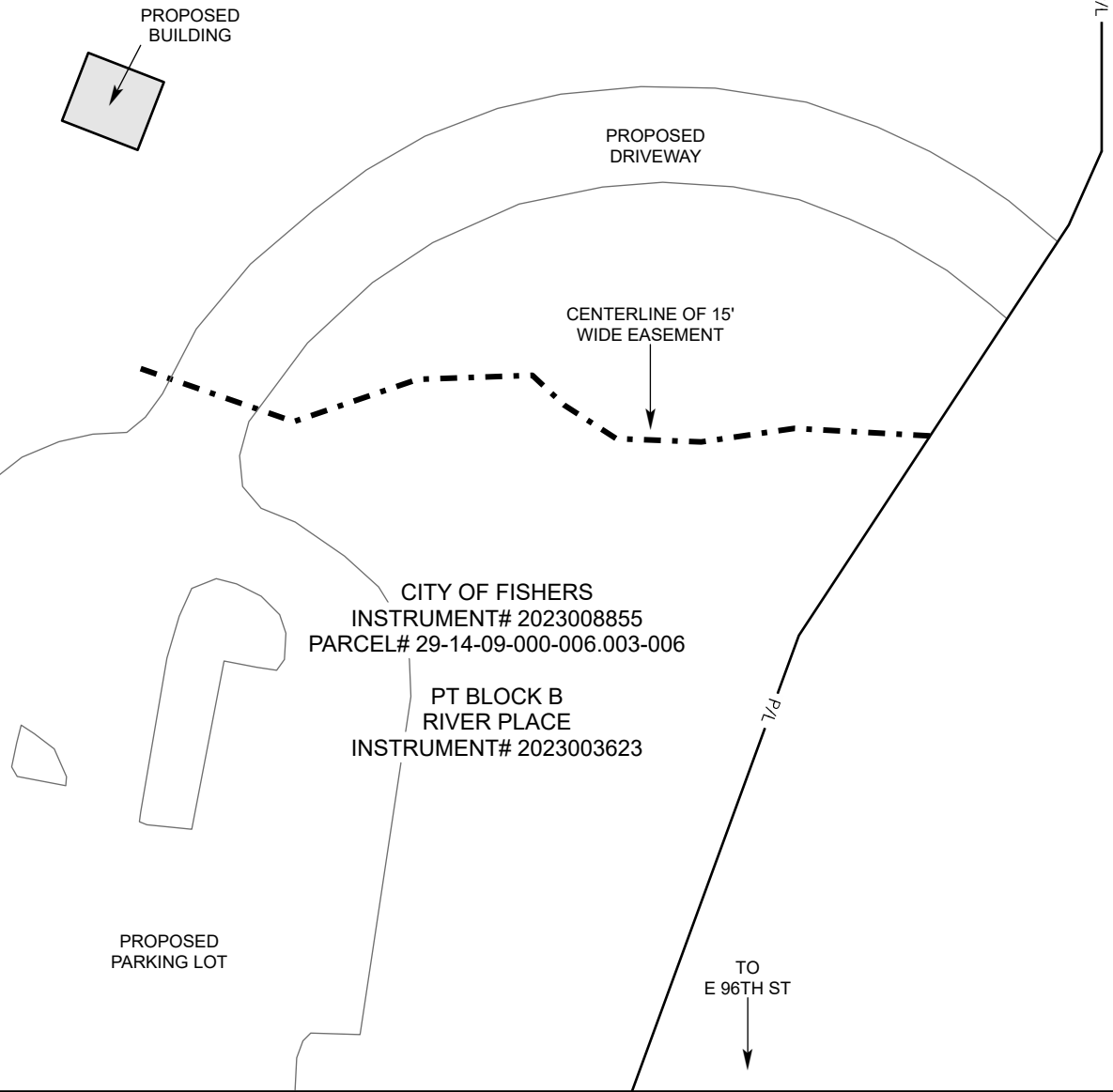
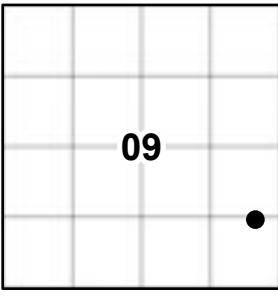
1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs which are immediately adjacent to the Easement Area, and which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. [Intentionally omitted.]
5. [Intentionally omitted.]
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or immediately adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

HAMILTON COUNTY, INDIANA

SITE NAME: DELAWARE TOWNSHIP, SECTION 9, TOWNSHIP 17N, RANGE 4E



DR. ORC	EXHIBIT MAP OF: EASEMENT	
CK. ORC	EXHIBIT MAP FOR: CITY OF FISHERS	
DATE: 9/5/2025	LOCATION: 0 E 96TH ST, FISHERS, IN	WO# 59035129-20



Board Action Form

MEETING DATE	11/25/25		
TITLE	Request to Approve Encroachment Agreement		
SUBMITTED BY	Name & Title: Jake Reardon McSoley, Director of Recreation & Wellness Department: Administration		
MEETING TYPE	<input type="checkbox"/> Work Session Executive	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special <input type="checkbox"/> Retreat
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 st Reading	<input checked="" type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> 3 rd Reading <input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R112525Y
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item	<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date	<input checked="" type="checkbox"/> No contract for this item	
	<input type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.	<input checked="" type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office		

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	This is an encroachment agreement with a neighbor on the east property border of the Fishers Community Center. They would like to install a fence. The property line goes through a healthy tree/vegetation. They would like 5 feet of encroachment on to the City of Fishers property to install their fence.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R112525Y

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY
APPROVING ENCROACHMENT AGREEMENT**

WHEREAS, Adam Lawrence and Laura Lawrence, (“Owners”) has requested and the City of Fishers, Hamilton County, Indiana (“City”) has agreed, to allow Owners an Encroachment (“Encroachment”) to maintain certain landscape improvements, fencing and other natural aesthetic improvements on the City’s property near the Fishers Community Center, all pursuant to the Encroachment Agreement (“Encroachment Agreement”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the City now desires to approve the Encroachment 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. The Board hereby approves the Encroachment Agreement, which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Encroachment Agreement and any documents required to implement the intent of this Resolution.

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 25th day of November 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



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 No. 2010-66520
2023-28768

Parcel No. 13-11-33-00-22-016.000
13-11-33-00-00-010.002

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered by and between Adam Lawrence and Laura Lawrence ("Owners") and the City of Fishers, an Indiana municipal corporation ("City") pursuant to the following terms and conditions.

WHEREAS, City is the owner of certain property located at 11400 Johnson Farm Way ("City Real Estate"), as described in Exhibit A. Owners are the owner of certain property located at 12088 Boothbay Lane, Fishers IN 46037 ("Encroaching Property"), as described in Exhibit B; and

WHEREAS, Owners desire and City consents to Owners maintaining certain landscape improvements, fencing and other natural aesthetic improvements (together, the "Improvements") on a portion of the City Real Estate that constitutes an encroachment onto the City Real Estate, all as more specifically depicted in Exhibit C, attached hereto and incorporated herein ("Encroachment Area).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owners agree as follows:

1. The foregoing recitals are substantive to this Agreement and are incorporated by reference in this Section 1 as though fully set forth herein.
2. City hereby grants to Owners a temporary right to encroach on City's Real Estate only within the Encroachment Area for the Improvements, to the extent as depicted in Exhibit C. Owners acknowledge and agree that they are solely responsible for the installation, maintenance, upkeep, replacement and removal of the Improvements. If the Improvements materially change from that depicted in Exhibit C or if are need of maintenance, which may include replacement or removal of dead or dying landscape, City has the right to require Owners to maintain, replace or remove all of the Improvements, at Owners' expense. If Owners fail to maintain, replace or remove the Improvements (or a portion thereof), upon thirty (30) days written request by the City, City may remove the Improvements or a portion thereof, and Owners shall reimburse City for costs actually incurred for removal.
3. This Agreement shall terminate at City's reasonable discretion if it has a reasonable need for the Encroachment Area for a City use or purpose ("Termination"). If the Owners

transfer ownership of the Encroaching Property to a third party, this Agreement shall be transferred to the new owner, unless terminated in writing by the new owner and City. At Termination, Owners shall remove the Improvements and grade and seed the Encroachment Area in a good and workman like manner and in compliance with all applicable laws.

4. If City has a reasonable need to remove or cause the disrepair of the Improvements to maintain, improve or otherwise utilize the City Real Estate, City shall give Owners thirty (30) days written notice before removal or disrepair, unless such notice is not reasonably feasible, and Owners shall hold City its employees, contractors, elected and appointed officials harmless from any resulting damage to the Improvements, including all costs and expenses.
5. City shall not be responsible or liable for any damage to the Improvements on the Encroachment Area caused by or resulting from the acts or omissions of a third party.
6. Owners shall indemnify, defend and hold harmless City, its employees, elected and appointed officials, and attorneys, from and against any and all claims, losses, suits or judgments, including, without limitation, attorneys' fees and other costs related to damages, injuries to or death of persons or damage to or destruction of property arising out of Owners' acts or omissions within the Encroachment Area and/or out the operation, use or maintenance of the Improvements.
7. The provisions of this Agreement are not intended as a waiver of rights nor as a release of Owners from any obligation, restriction or encumbrance by virtue of any document including a deed, easement, lease or plat or by virtue of any governmental action. This Agreement in no way grants consent for future encroachments.
8. The Improvements shall not restrict or impair the City's access to or use of the City Real Estate or any utilities that may have facilities or infrastructure wholly or partially within the Encroachment Area.
9. This Agreement shall be binding upon, enforceable by and inure to the benefit of Owners, City and their respective heirs, successors or assigns, as applicable.
10. City reserves the right to have the appropriate personnel, including City staff, contractors or other representatives on site any time that City may need to access the City Real Estate or Encroachment Area. City shall give Owners reasonable notice before they enter onto the Encroachment Area.
11. This Agreement shall only apply to the Improvements described herein. No additional improvements shall be permitted within the Encroachment Area except fences similar in size and style to those approved in Exhibit C, landscape, typical landscape materials and other lawn-type ground cover, including grass, bushes, seasonal flowers and short groundcover.

12. This Agreement contains the entire understanding between City and Owners with respect to the Encroachment and City's consent, and supersedes all prior understandings, representations and agreements by or between the City and Owners.
13. The parties hereunder are duly empowered and authorized to execute this Agreement and bind the parties accordingly.

IN WITNESS WHEREOF, City and Owners have executed this Agreement as of November 20 2025.

“OWNERS”

Adam Lawrence
Adam Lawrence

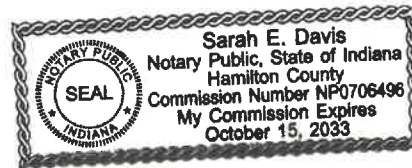
Laura Lawrence
Laura Lawrence

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Adam Lawrence and Laura Lawrence and each acknowledged the execution of the foregoing Agreement for and on behalf of said party.

WITNESS my hand and Notarial Seal this 20 day of November, 2025.

Sarah E. Davis
Notary Public
Sarah E. Davis
(Printed Name)
My Commission Expires: 10/15/2033
My County of Residence: Hamilton



CITY”

CITY OF FISHERS, INDIANA

Signature

Printed Name

Title

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of City of Fishers, and acknowledged the execution of the foregoing Agreement for and on behalf of City of Fishers.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

This instrument prepared by: Lindsey M. Bennett, City of Fishers, Indiana, 1 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, Esq.

EXHIBIT A

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY AS SHOWN ON A SURVEY COMPLETED BY TERRY D. WRIGHT, PS # 9700013, PROJECT #324-472 (SV01) DATED 05/20/2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AS MARKED BY A HARRISON MONUMENT FOUND, ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 200100038173; THENCE ALONG THE NORTH LINE OF SAID WEST HALF QUARTER SECTION AND SAID PARCEL NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST (STATE PLANE BEARING, INDIANA EAST) 1319.88 FEET TO THE EAST LINE OF SAID WEST HALF ALSO BEING THE WEST LINE OF THE ESTATES OF MEADOWBROOK SECTION FOUR, A SUBDIVISION AS RECORDED IN PLAT CABINET 4 SLIDE 140 (INST. #200600035294); THENCE SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST ALONG SAID EAST HALF-QUARTER SECTION LINE 494.90 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID HALF-QUARTER SECTION 1320.72 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE 494.91 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, CONTAINING 15.000 ACRES OF LAND, MORE OR LESS.

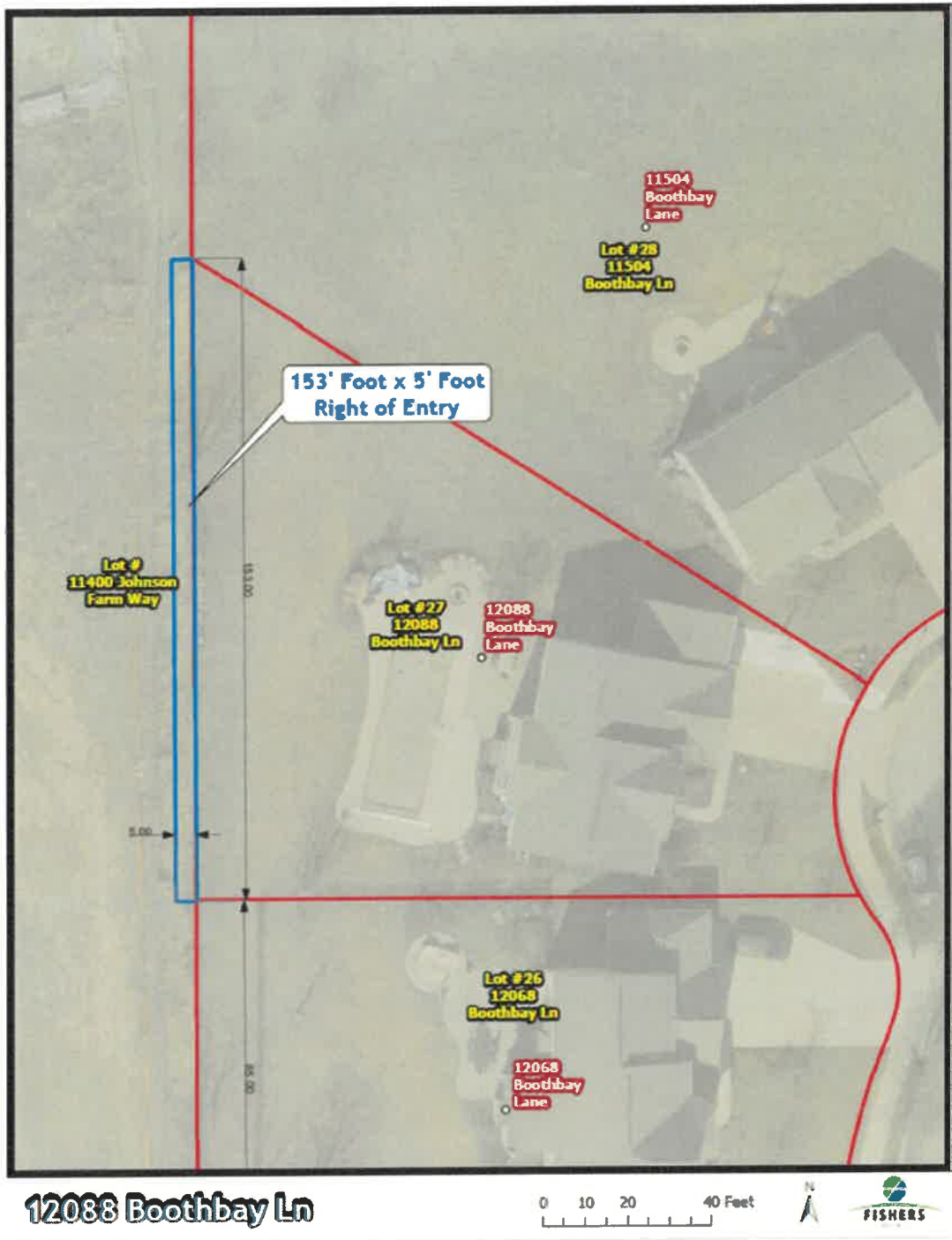
EXHIBIT B

Lot 27 in The Estates of Meadowbrook, Section Four, as per thereof, recorded September 8, 2006 in Plat Cabinet 4, Slide 140 as Instrument Number 200600053294 in the Office of the Recorder of Hamilton County, Indiana.

Parcel No.: 13-11-33-00-22-016.000.

The above-described real estate is commonly known as 12088 Boothbay Lane, Fishers, Indiana 46037.

EXHIBIT C





Board Action Form

MEETING DATE	11/25/25		
TITLE	Request to Approve Encroachment Agreement		
SUBMITTED BY	Name & Title: Jake Reardon McSoley, Director of Recreation & Wellness Department: Administration		
MEETING TYPE	<input type="checkbox"/> Work Session Executive	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special <input type="checkbox"/> Retreat
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 st Reading	<input checked="" type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> 3 rd Reading <input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R112525Z
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item	<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date	<input checked="" type="checkbox"/> No contract for this item	
	<input type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.	<input checked="" type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office		

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	This is an encroachment agreement with a neighbor on the east property border of the Fishers Community Center. They would like to install a fence. The property line goes through a healthy tree/vegetation. They would like 5 feet of encroachment on to the City of Fishers property to install their fence.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO R112525Z

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING ENCROACHMENT AGREEMENT**

WHEREAS, Marcus Colson and Bethany Colson (“Owners”) has requested, and the City of Fishers, Hamilton County, Indiana (“City”) has agreed, to allow Owners to maintain a portion of certain landscape improvements, fencing and other natural aesthetic improvements on the City’s property near the Fishers Community Center, all pursuant to a certain Encroachment Agreement (“Encroachment Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to approve the Encroachment 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.** The Board hereby approves the Encroachment Agreement, which is attached hereto as Exhibit A.
- Section 2.** The Mayor is hereby authorized to execute the Encroachment Agreement and any documents required to implement the intent of this Resolution.
- 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 25th day of November, 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

Cross Reference No. 2014-26096

2023-28768

Parcel No. 13-11-33-00-22-015.000

13-11-33-00-00-010.002

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered by and between Marcus Colson and Bethany Colson ("Owners") and the City of Fishers, an Indiana municipal corporation ("City") pursuant to the following terms and conditions.

WHEREAS, City is the owner of certain property located at 11400 Johnson Farm Way ("City Real Estate"), as described in Exhibit A. Owners are the owner of certain property located at 12068 Boothbay Lane, Fishers IN 46037 ("Encroaching Property") as described in Exhibit B; and

WHEREAS, Owners desire and City consents to Owners maintaining certain landscape improvements, fencing and other natural aesthetic improvements (together, the "Improvements") on a portion of the City Real Estate that constitutes an encroachment onto the City Real Estate, all as more specifically depicted in Exhibit C, attached hereto and incorporated herein ("Encroachment Area).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owners agree as follows:

1. The foregoing recitals are substantive to this Agreement and are incorporated by reference in this Section 1 as though fully set forth herein.
2. City hereby grants to Owners a temporary right to encroach on City's Real Estate only within the Encroachment Area for the Improvements, to the extent as depicted in Exhibit C. Owners acknowledge and agree that they are solely responsible for the installation, maintenance, upkeep, replacement and removal of the Improvements. If the Improvements materially change from that depicted in Exhibit C or if are need of maintenance, which may include replacement or removal of dead or dying landscape, City has the right to require Owners to maintain, replace or remove all of the Improvements, at Owners' expense. If Owners fail to maintain, replace or remove the Improvements (or a portion thereof), upon thirty (30) days written request by the City, City may remove the Improvements or a portion thereof, and Owners shall reimburse City for costs actually incurred for removal.
3. This Agreement shall terminate at City's reasonable discretion if it has a reasonable need for the Encroachment Area for a City use or purpose ("Termination"). If the Owners

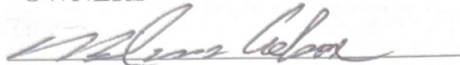
transfer ownership of the Encroaching Property to a third party, this Agreement shall be transferred to the new owner, unless terminated in writing by the new owner and City. At Termination, Owners shall remove the Improvements and grade and seed the Encroachment Area in a good and workman like manner and in compliance with all applicable laws.

4. If City has a reasonable need to remove or cause the disrepair of the Improvements to maintain, improve or otherwise utilize the City Real Estate, City shall give Owners thirty (30) days written notice before removal or disrepair, unless such notice is not reasonably feasible, and Owners shall hold City its employees, contractors, elected and appointed officials harmless from any resulting damage to the Improvements, including all costs and expenses.
5. City shall not be responsible or liable for any damage to the Improvements on the Encroachment Area caused by or resulting from the acts or omissions of a third party.
6. Owners shall indemnify, defend and hold harmless City, its employees, elected and appointed officials, and attorneys, from and against any and all claims, losses, suits or judgments, including, without limitation, attorneys' fees and other costs related to damages, injuries to or death of persons or damage to or destruction of property arising out of Owners' acts or omissions within the Encroachment Area and/or out the operation, use or maintenance of the Improvements.
7. The provisions of this Agreement are not intended as a waiver of rights nor as a release of Owners from any obligation, restriction or encumbrance by virtue of any document including a deed, easement, lease or plat or by virtue of any governmental action. This Agreement in no way grants consent for future encroachments.
8. The Improvements shall not restrict or impair the City's access to or use of the City Real Estate or any utilities that may have facilities or infrastructure wholly or partially within the Encroachment Area.
9. This Agreement shall be binding upon, enforceable by and inure to the benefit of Owners, City and their respective heirs, successors or assigns, as applicable.
10. City reserves the right to have the appropriate personnel, including City staff, contractors or other representatives on site any time that City may need to access the City Real Estate or Encroachment Area. City shall give Owners reasonable notice before they enter onto the Encroachment Area.
11. This Agreement shall only apply to the Improvements described herein. No additional improvements shall be permitted within the Encroachment Area except fences similar in size and style to those approved in Exhibit C, landscape, typical landscape materials and other lawn-type ground cover, including grass, bushes, seasonal flowers and short groundcover.

12. This Agreement contains the entire understanding between City and Owners with respect to the Encroachment and City's consent, and supersedes all prior understandings, representations and agreements by or between the City and Owners.
13. The parties hereunder are duly empowered and authorized to execute this Agreement and bind the parties accordingly.

IN WITNESS WHEREOF, City and Owners have executed this Agreement as of November 20 2025.

"OWNERS"



 Marcus Colson




 Bethany Colson

STATE OF INDIANA)
 Marion) SS:
 COUNTY OF ~~HAMILTON~~)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Marcus Colson and Bethan Colson and each acknowledged the execution of the foregoing Agreement for and on behalf of said party.

WITNESS my hand and Notarial Seal this 20 day of November, 2025.



 Notary Public
Nicole Sanchez Garcia
 (Printed Name)
 My Commission Expires: Mar. 28, 2030
 My County of Residence: Marion

<p>NICOLE SANCHEZ GARCIA NOTARY PUBLIC - SEAL STATE OF INDIANA COMMISSION NUMBER NP0740134 MY COMMISSION EXPIRES MAR. 28, 2030</p>

"CITY"
CITY OF FISHERS, INDIANA

Signature

Printed Name

Title

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of City of Fishers, and acknowledged the execution of the foregoing Agreement for and on behalf of City of Fishers.

WITNESS my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

This instrument prepared by: Lindsey M. Bennett, City of Fishers, Indiana, 1 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, Esq.

EXHIBIT A

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY AS SHOWN ON A SURVEY COMPLETED BY TERRY D. WRIGHT, PS # 9700013, PROJECT #324-472 (SV01) DATED 05/20/2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

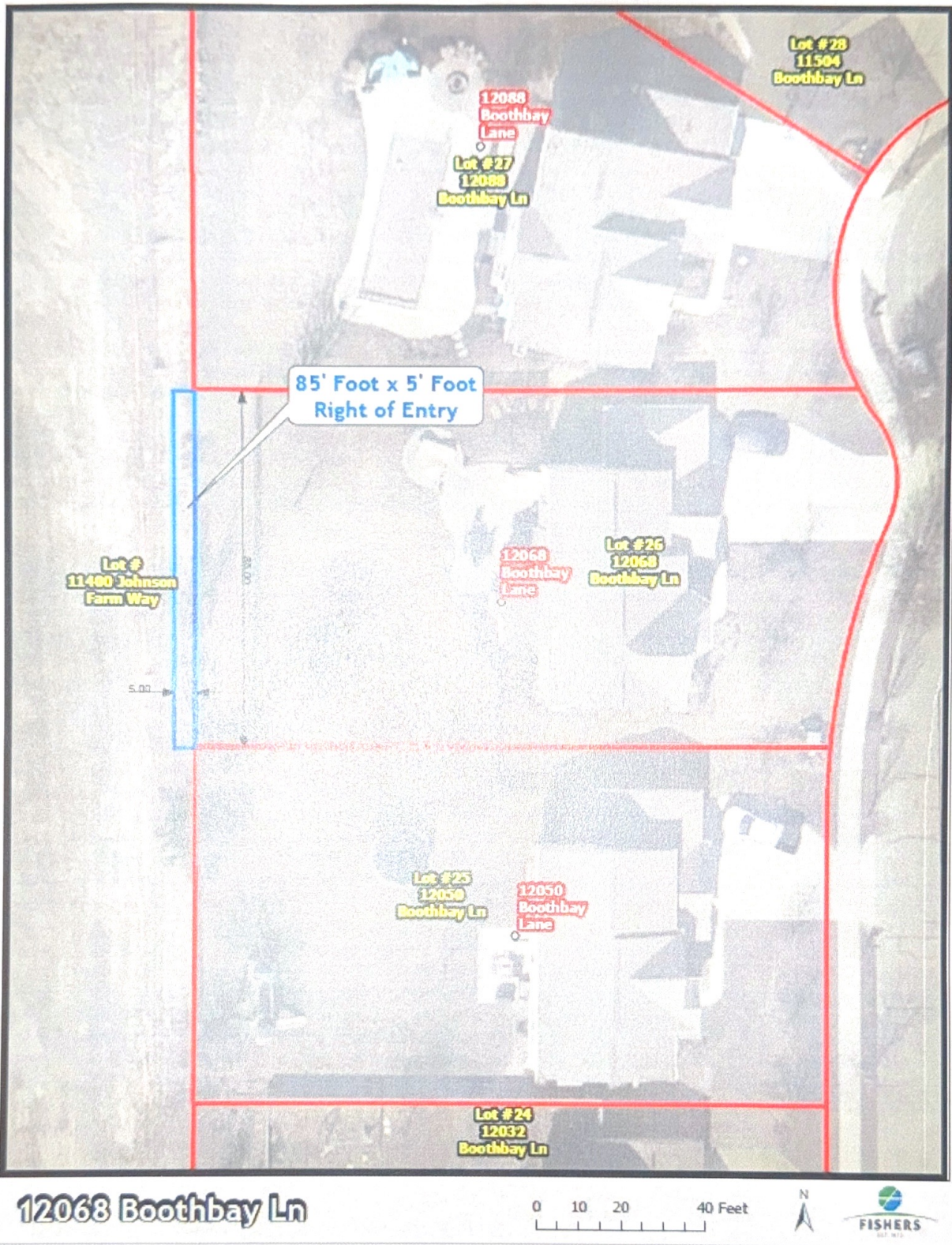
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AS MARKED BY A HARRISON MONUMENT FOUND, ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 200100038173; THENCE ALONG THE NORTH LINE OF SAID WEST HALF QUARTER SECTION AND SAID PARCEL NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST (STATE PLANE BEARING, INDIANA EAST) 1319.88 FEET TO THE EAST LINE OF SAID WEST HALF ALSO BEING THE WEST LINE OF THE ESTATES OF MEADOWBROOK SECTION FOUR, A SUBDIVISION AS RECORDED IN PLAT CABINET 4 SLIDE 140 (INST. #200600035294); THENCE SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST ALONG SAID EAST HALF-QUARTER SECTION LINE 494.90 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID HALF-QUARTER SECTION 1320.72 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE 494.91 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, CONTAINING 15.000 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

Lot 26 in The Estates of Meadowbrook, Section Four, as per the plat thereof recorded September 8, 2006 in Plat Cabinet 4, Slide 140 as Instrument Number 200600053294 in the Office of the Recorder of Hamilton County, Indiana.

Commonly known as: 12068 Boothbay LN Fishers IN 46037

EXHIBIT C





Board Action Form

MEETING DATE	11/25/25		
TITLE	Request to Approve Encroachment Agreement		
SUBMITTED BY	Name & Title: Jake Reardon McSoley, Director of Recreation & Wellness Department: Administration		
MEETING TYPE	<input type="checkbox"/> Work Session Executive	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special <input type="checkbox"/> Retreat
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 st Reading	<input checked="" type="checkbox"/> 2 nd Reading	<input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> 3 rd Reading <input checked="" type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R112525AA
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	<input type="checkbox"/> Contract required for this item	<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date	<input checked="" type="checkbox"/> No contract for this item	
	<input type="checkbox"/> Contract over \$50,000 Please mark the box in the other column that pertains to this contract.	<input checked="" type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document must be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office		

APPROVALS/REVIEWS	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	This is an encroachment agreement with a neighbor on the east property border of the Fishers Community Center. They would like to install a fence. The property line goes through a healthy tree/vegetation. They would like 5 feet of encroachment on to the City of Fishers property to install their fence.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO R112525AA

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING ENCROACHMENT AGREEMENT

WHEREAS, Jay Schmuck and Brittany Schmuck (“Owners”) has requested, and the City of Fishers, Hamilton County, Indiana (“City”) has agreed, to allow Owners to maintain a portion of its landscape improvements, fencing and natural aesthetic improvements on the City’s property near the Fishers Community Center, all pursuant to a certain Encroachment Agreement (“Encroachment Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to approve the Encroachment 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. The Board hereby approves the Encroachment Agreement substantially similar to the agreement attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Encroachment Agreement and any documents required to implement the intent of this Resolution.

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 25th day of November, 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

**Cross Reference No. 2009-63883
2023-28768**
**Parcel No. 13-11-33-00-22-017.000
13-11-33-00-00-010.002**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made and entered by and between Jay Schmuck and Brittany Schmuck ("Owners") and the City of Fishers, an Indiana municipal corporation (“City”) pursuant to the following terms and conditions.

WHEREAS, City is the owner of certain property located at 11400 Johnson Farm Way (“City Real Estate”), as described in Exhibit A. Owners are the owner of certain property located at 11504 Boothbay Lane, Fishers IN 46037 (“Encroaching Property”), as described in Exhibit B;

WHEREAS, Owners desire and City consents to Owners maintaining certain landscape improvements, fencing and other natural aesthetic improvements (together, the “Improvements”) on a portion of the City Real Estate that constitutes an encroachment onto the City Real Estate, all as more specifically depicted in Exhibit C, attached hereto and incorporated herein (“Encroachment Area).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owners agree as follows:

1. The foregoing recitals are substantive to this Agreement and are incorporated by reference in this Section 1 as though fully set forth herein.
2. City hereby grants to Owners a temporary right to encroach on City’s Real Estate only within the Encroachment Area for the Improvements, to the extent as depicted in Exhibit C. Owners acknowledge and agree that they are solely responsible for the installation, maintenance, upkeep, replacement and removal of the Improvements. If the Improvements materially change from that depicted in Exhibit C or if are need of maintenance, which may include replacement or removal of dead or dying landscape, City has the right to require Owners to maintain, replace or remove all of the Improvements, at Owners’ expense. If Owners fail to maintain, replace or remove the Improvements (or a portion thereof), upon thirty (30) days written request by the City, City may remove the Improvements or a portion thereof, and Owners shall reimburse City for costs actually incurred for removal.
3. This Agreement shall terminate at City’s reasonable discretion if it has a reasonable need for the Encroachment Area for a City use or purpose (“Termination”). If the Owners transfer ownership of the Encroaching Property to a third party, this Agreement shall be

transferred to the new owner, unless terminated in writing by the new owner and City. At Termination, Owners shall remove the Improvements and grade and seed the Encroachment Area in a good and workman like manner and in compliance with all applicable laws.

4. If City has a reasonable need to remove or cause the disrepair of the Improvements to maintain, improve or otherwise utilize the City Real Estate, City shall give Owners thirty (30) days written notice before removal or disrepair, unless such notice is not reasonably feasible, and Owners shall hold City its employees, contractors, elected and appointed officials harmless from any resulting damage to the Improvements, including all costs and expenses.
5. City shall not be responsible or liable for any damage to the Improvements on the Encroachment Area caused by or resulting from the acts or omissions of a third party.
6. Owners shall indemnify, defend and hold harmless City, its employees, elected and appointed officials, and attorneys, from and against any and all claims, losses, suits or judgments, including, without limitation, attorneys' fees and other costs related to damages, injuries to or death of persons or damage to or destruction of property arising out of Owners' acts or omissions within the Encroachment Area and/or out the operation, use or maintenance of the Improvements.
7. The provisions of this Agreement are not intended as a waiver of rights nor as a release of Owners from any obligation, restriction or encumbrance by virtue of any document including a deed, easement, lease or plat or by virtue of any governmental action. This Agreement in no way grants consent for future encroachments.
8. The Improvements shall not restrict or impair the City's access to or use of the City Real Estate or any utilities that may have facilities or infrastructure wholly or partially within the Encroachment Area.
9. This Agreement shall be binding upon, enforceable by and inure to the benefit of Owners, City and their respective heirs, successors or assigns, as applicable.
10. City reserves the right to have the appropriate personnel, including City staff, contractors or other representatives on site any time that City may need to access the City Real Estate or Encroachment Area. City shall give Owners reasonable notice before they enter onto the Encroachment Area.
11. This Agreement shall only apply to the Improvements described herein. No additional improvements shall be permitted within the Encroachment Area except fences similar in size and style to those approved in Exhibit C, landscape, typical landscape materials and other lawn-type ground cover, including grass, bushes, seasonal flowers and short groundcover.

**“CITY”
CITY OF FISHERS, INDIANA**

Signature

Printed Name

Title

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of City of Fishers, and acknowledged the execution of the foregoing Agreement for and on behalf of City of Fishers.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

This instrument prepared by: Lindsey M. Bennett, City of Fishers, Indiana, 1 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, Esq.

EXHIBIT A

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY AS SHOWN ON A SURVEY COMPLETED BY TERRY D. WRIGHT, PS # 9700013, PROJECT #324-472 (SV01) DATED 05/20/2023 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AS MARKED BY A HARRISON MONUMENT FOUND, ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 200100038173; THENCE ALONG THE NORTH LINE OF SAID WEST HALF QUARTER SECTION AND SAID PARCEL NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST (STATE PLANE BEARING, INDIANA EAST) 1319.88 FEET TO THE EAST LINE OF SAID WEST HALF ALSO BEING THE WEST LINE OF THE ESTATES OF MEADOWBROOK SECTION FOUR, A SUBDIVISION AS RECORDED IN PLAT CABINET 4 SLIDE 140 (INST. #200600035294); THENCE SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST ALONG SAID EAST HALF-QUARTER SECTION LINE 494.90 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID HALF-QUARTER SECTION 1320.72 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE 494.91 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, CONTAINING 15.000 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

LOT 28 IN THE ESTATES OF MEADOWBROOK, SECTION FOUR, AS PER THE PLAT THEREOF RECORDED SEPTEMBER 8, 2006 IN PLAT CABINET 4, SLIDE 140 AS INSTRUMENT NUMBER 200600053294 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

EXHIBIT C

