



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 12/19/2025 at 9:00 AM

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

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**
 - a. City 2025 ADA Transition Plan Update
 - b. Spyglass Traffic Study Results
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 11-25-25.
 - b. Request to approve the accounts payable register: Accounts Payable 12-19-25.
 - c. **R112525L** – Request to Approve Project for Cyntheanne Park Irrigation Infrastructure Improvements.
 - d. **R112525M** – Request to Approve Project for Cyntheanne Park Electrical Infrastructure Improvements.
- 5. Resolution**

- a. **R121925** – Request to Approve Amendment to Employee Wellness Services Agreement with Community Health Network, Inc.
- b. **R121925A** – Request to Approve Amendment to Master Relationship Agreement with Community Health Network, Inc.
- c. **R121925B** – Request to Renew Cybersecurity Professional Services.
- d. **R121925C** – Request to Approve Resolution Amending the City of Fishers Traffic Schedule.
- e. **R121925D** – Request to Approve Special Purchase for Billerica Upper Pod Sports Field Lighting Installation.
- f. **R121925E** – Request to Award Quote and Approve Contract for Billerica Park Upper Pod Electrical Upgrades.
- g. **R121925F** – Request to approve Professional Services Agreement with A&F Engineering.
- h. **R121925G** – Request to Award Bid and Approve Contract for 116th Street and Allisonville Road.
- i. **R121925H** – Request to Award Bid and Approve Contract for 96th Street and Cyntheanne Road Roundabout.
- j. **R121925I** – Request to Approve Professional Services Agreement with HNTB Corporation.
- k. **R121925J** – Request to Approve Federal Funds Exchange Grant Agreement with Indiana Metropolitan Planning Organization (Ohio and Southeastern Roundabout).
- l. **R121925K** – Request to Approve a Resolution Confirming the City of Fishers Road Inventory for the Indiana Department of Transportation.
- m. **R121925L** – Request to approve Hamilton County Humane Society Service 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.

December 19, 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 123 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$6,424,092.07.

Dated this 19th day of December, 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	
81623	11/26/2025	MANL	1178 First American Title	115765	NCS-1285577-INDY 981,089.00 43510000 44100	11/24/2025		112625DD	981,089.00	
							CHECK	81623 TOTAL:	981,089.00	
81624	11/26/2025	MANL	1178 First American Title	115767	NCS-1282271-INDY 875,135.02 43510000 44100	11/25/2025		112625DD	875,135.02	
							CHECK	81624 TOTAL:	875,135.02	
81625	11/26/2025	MANL	805 Republic Services of	115768	0761-007067579 471,759.16 66040000 34900	10/31/2025		112625DD	471,759.16	
						Other User Charges		CHECK	81625 TOTAL:	471,759.16
						NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***	2,327,983.18	
						TOTAL MANUAL CHECKS	COUNT	AMOUNT		
							3	2,327,983.18		
								*** GRAND TOTAL ***	2,327,983.18	

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
81626	12/01/2025	MANL	5675 Blue Peak Tents Inc	115850	117025	12/01/2025		12125DD	143,530.44
				143,530.44					
					E 10324001 .NEIVIB.96TH 10101013 44920			Capital Expenses	
							CHECK	81626 TOTAL:	143,530.44
				NUMBER OF CHECKS	1		*** CASH ACCOUNT TOTAL ***		143,530.44
				TOTAL MANUAL CHECKS		COUNT	AMOUNT		
						1	143,530.44		
							*** GRAND TOTAL ***		143,530.44

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
81627	12/02/2025	MANL	406 Indiana State Treasu	115911	0-025-020-455	11/30/2025		12225DD	32,274.85
				32,274.85	81201013 39800	Sales Tax Received			
						CHECK	81627	TOTAL:	32,274.85
81628	12/02/2025	MANL	406 Indiana State Treasu	115915	0-025-096-973	11/30/2025		12225DD	3,799.83
				3,799.83	81201013 39800	Sales Tax Received			
						CHECK	81628	TOTAL:	3,799.83
81629	12/02/2025	MANL	406 Indiana State Treasu	115921	0-025-045-773	11/30/2025		12225DD	3,799.83
				3,799.83	81201013 39800	Sales Tax Received			
						CHECK	81629	TOTAL:	3,799.83
NUMBER OF CHECKS						3	*** CASH ACCOUNT TOTAL ***		39,874.51
TOTAL MANUAL CHECKS						COUNT	AMOUNT		
						3	39,874.51		
								*** GRAND TOTAL ***	39,874.51

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
81630	12/03/2025	EFT	1574 Citizens Energy Grou	115711	2739310000 1,142.90 60601013 43100	11/17/2025		12325EP	1,142.90
								Professional Services	
								CHECK 81630 TOTAL:	1,142.90
81631	12/03/2025	EFT	2664 Exelon Corporation	115894	4463869 1.71 60609014 43500 .69 10109012 43100	12/01/2025	22401394	12325EP	2.40
								Utility Services	
								Professional Services	
				115906	4463870 33.28 60609014 43500 2,597.02 10109012 43100	12/01/2025	22500440	12325EP	2,630.30
								Utility Services	
								Professional Services	
								CHECK 81631 TOTAL:	2,632.70
81632	12/03/2025	EFT	434 Michael A Reuter Con	115713	Reuter1225 425.00 60601013 43100 425.00 62601013 43100 1,698.00 10101013 43100	11/24/2025		12325EP	2,548.00
								Professional Services	
								Professional Services	
								Professional Services	
								CHECK 81632 TOTAL:	2,548.00
81633	12/03/2025	EFT	2055 MJ Insurance Inc	116049	406776 115,825.00 10101011 43100	10/20/2025		12325EP	115,825.00
								Professional Services	
								CHECK 81633 TOTAL:	115,825.00
81634	12/03/2025	EFT	805 Republic Services of	115777	0761-007090292 303.40 10109012 43100	11/25/2025	22500122	12325EP	303.40
								Professional Services	
				115780	0761-007087932 8,704.12 10109012 43100 37.32 60609014 43100	11/25/2025	22500122	12325EP	8,741.44
								Professional Services	
								Professional Services	
								CHECK 81634 TOTAL:	9,044.84
81635	12/03/2025	EFT	645 WEX Bank	115872	109065611 1,819.15 10106010 42221	11/30/2025		12325EP	1,819.15
								Fuel	
								CHECK 81635 TOTAL:	1,819.15
81636	12/03/2025	EFT	404 william J Shelldrake	115724	19002 10,607.05 10101011 43100	11/24/2025		12325EP	10,607.05
								Professional Services	

A/P CASH DISBURSEMENTS JOURNAL

	CHECK	81636	TOTAL:	10,607.05
NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***		143,619.64
TOTAL EFT'S	COUNT	AMOUNT		
	7	143,619.64		
		*** GRAND TOTAL ***		143,619.64

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
81637	12/05/2025	MANL	1759 State of Indiana	115999	131195Oct25	12/01/2025	22501067	12525DD	4,680.00
				4,680.00	10101015 43100			Professional Services	
							CHECK	81637 TOTAL:	4,680.00
				NUMBER OF CHECKS	1		*** CASH ACCOUNT TOTAL ***		4,680.00
				TOTAL MANUAL CHECKS		COUNT	AMOUNT		
						1	4,680.00		
							*** GRAND TOTAL ***		4,680.00

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
81638	12/08/2025	MANL	1521 Indiana Gas Company	116081	6404082949-7 3,760.71 27907051 43500	11/20/2025		12825DD	3,760.71
						Utility Services			
						CHECK	81638	TOTAL:	3,760.71
81639	12/08/2025	MANL	1521 Indiana Gas Company	116062	DPW_120325 14,000.00 10109012 43100	11/17/2025	22500123	12825DD	14,000.00
						Professional Services			
						CHECK	81639	TOTAL:	14,000.00
						NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***	17,760.71
						TOTAL MANUAL CHECKS	COUNT	AMOUNT	
							2	17,760.71	
								*** GRAND TOTAL ***	17,760.71

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
81640	12/08/2025	EFT	1144 Barnes & Thornburg,	115893	3495572	11/18/2025	22500121	12825EP	2,952.20
				2,210.21	10101011 43100			Professional Services	
				584.12	60601011 43100			Professional Services	
				157.87	62601011 43100			Professional Services	
								CHECK 81640 TOTAL:	2,952.20
81641	12/08/2025	EFT	621 Best way of Indiana	116178	044882	12/01/2025	22500207	12825EP	46,213.86
				46,213.86	60609014 43151			Sludge Removal	
				116179	044891	12/01/2025	22500193	12825EP	2,131.82
				326.62	62609014 43151			Sludge Removal	
				1,805.20	62609014 43151			Sludge Removal	
								CHECK 81641 TOTAL:	48,345.68
81642	12/08/2025	EFT	1431 Hamilton Southeaster	116186	108684	12/08/2025		12825EP	8,590.00
				8,590.00					
					E 10324001 .SCHOOL.			Capital Expenses	
					10101013 44920				
				116187	108685	12/08/2025		12825EP	5,445.69
				5,445.69					
					E 10324001 .SCHOOL.			Capital Expenses	
					10101013 44920				
								CHECK 81642 TOTAL:	14,035.69
81643	12/08/2025	EFT	117 Kleen-It Group, Inc	115800	87422	11/30/2025	22500125	12825EP	48,750.00
				48,750.00	10109012 43100			Professional Services	
								CHECK 81643 TOTAL:	48,750.00
81644	12/08/2025	EFT	805 Republic Services of	116183	0761-007091769	11/25/2025		12825EP	410.00
				410.00	27907051 43500			Utility Services	
								CHECK 81644 TOTAL:	410.00
81645	12/08/2025	PRTD	364 Cinergy Corp	116177	910163878780	05/14/2024	22500109	12825EP	20.66
				20.66	10109012 43100			Professional Services	
								CHECK 81645 TOTAL:	20.66
81646	12/08/2025	PRTD	364 Cinergy Corp	116176	910121446899	02/19/2024	22500109	12825EP	1,363.27
				1,363.27	10109012 43100			Professional Services	

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

CHECK 81646 TOTAL: 1,363.27

81647 12/08/2025 PRTD 1417 Hamilton County Reco 115849 P12125Liens 12/01/2025 12825EP 100.00
 100.00 60601013 43100 Professional Services

CHECK 81647 TOTAL: 100.00

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 115,977.50

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	1,483.93
TOTAL EFT'S	5	114,493.57

*** GRAND TOTAL *** 115,977.50

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
324	12/08/2025	EFT	3097 Southeastern Indiana	116047	HOD120225	12/02/2025		12825H	1,185.34
				1,185.34	70400000 43100	Professional Services			
						CHECK		324 TOTAL:	1,185.34
325	12/08/2025	EFT	1315 Tx: Team Rehab Inc	116046	1970	11/30/2025		12825H	11,500.00
				11,500.00	70400000 43100	Professional Services			
						CHECK		325 TOTAL:	11,500.00
						NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***	12,685.34
						TOTAL EFT'S	COUNT	AMOUNT	
							2	12,685.34	
								*** GRAND TOTAL ***	12,685.34

A/P CASH DISBURSEMENTS JOURNAL

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
81648	12/09/2025	MANL	364 Cinergy Corp	115923 43,403.52	WQ-Pre-December2025 60609014 43500	12/01/2025	22500120	12925DD Utility Services	43,403.52
								CHECK 81648 TOTAL:	43,403.52
81649	12/09/2025	MANL	364 Cinergy Corp	116077 15,403.99	WQ-Post-December2025 60609014 43500	12/01/2025	22500120	12925DD Utility Services	15,403.99
								CHECK 81649 TOTAL:	15,403.99
81650	12/09/2025	MANL	364 Cinergy Corp	116172 52,790.83	Buildngs-Decembr2025 10109012 43100	12/01/2025	22500109	12925DD Professional Services	52,790.83
								CHECK 81650 TOTAL:	52,790.83
81651	12/09/2025	MANL	364 Cinergy Corp	116173 6,081.47	Streets1-Decembr2025 10109012 43100	12/01/2025	22500109	12925DD Professional Services	6,081.47
								CHECK 81651 TOTAL:	6,081.47
81652	12/09/2025	MANL	364 Cinergy Corp	116175 8,723.82	Streets2-Decembr2025 10109012 43100	12/01/2025	22500109	12925DD Professional Services	8,723.82
								CHECK 81652 TOTAL:	8,723.82
81653	12/09/2025	MANL	364 Cinergy Corp	116260 13,867.88	910191938568 27907051 43500	12/01/2025		12925DD Utility Services	13,867.88
								CHECK 81653 TOTAL:	13,867.88
81654	12/09/2025	MANL	364 Cinergy Corp	115952 145.58	910189483606 21105058 43100	12/01/2025		12925DD Professional Services	145.58
								CHECK 81654 TOTAL:	145.58
81655	12/09/2025	MANL	364 Cinergy Corp	115955 94.95	910189465860 21105058 43100	12/01/2025		12925DD Professional Services	94.95
								CHECK 81655 TOTAL:	94.95

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 140,512.04

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	8	140,512.04

*** GRAND TOTAL *** 140,512.04

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
81656	12/10/2025	MANL	1574 Citizens Energy Grou	116245	8196787448	12/01/2025		121025DD	502.91
				502.91	27907051 43500	Utility Services			
						CHECK	81656	TOTAL:	502.91
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			502.91
				TOTAL MANUAL CHECKS		COUNT	AMOUNT		
						1	502.91		
						*** GRAND TOTAL ***			502.91

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
81657	12/11/2025	EFT	5923 Argent Institutional	116249	76718	10/30/2025		121125	2,000.00
				2,000.00	10101013 43100	Professional Services			
				116251	76719	10/30/2025		121125	1,500.00
				1,500.00	10101013 43100	Professional Services			
						CHECK	81657	TOTAL:	3,500.00
81658	12/11/2025	EFT	700 AT&T Mobility	II, L 116203	287299683950x111925	11/11/2025	22500887	121125	418.64
				418.64	10106050 43100	Professional Services			
						CHECK	81658	TOTAL:	418.64
81659	12/11/2025	EFT	700 AT&T Mobility	II, L 116204	287283895228x111525	11/07/2025	22500887	121125	3,063.55
				3,063.55	10106050 43100	Professional Services			
						CHECK	81659	TOTAL:	3,063.55
81660	12/11/2025	EFT	700 AT&T Mobility	II, L 116205	287286291889x111925	11/11/2025	22500886	121125	3,931.44
				3,931.44	62606050 43100	Professional Services			
						CHECK	81660	TOTAL:	3,931.44
81661	12/11/2025	EFT	700 AT&T Mobility	II, L 116206	287288211554x111925	11/11/2025	22500887	121125	6,940.32
				6,940.32	10106050 43100	Professional Services			
						CHECK	81661	TOTAL:	6,940.32
81662	12/11/2025	EFT	700 AT&T Mobility	II, L 116207	287301827393x111925	11/11/2025	22500887	121125	10,618.05
				10,618.05	10106050 43100	Professional Services			
						CHECK	81662	TOTAL:	10,618.05
81663	12/11/2025	EFT	700 AT&T Mobility	II, L 116208	287282926527x112025	11/12/2025	22500887	121125	79.73
				79.73	10106050 43100	Professional Services			
						CHECK	81663	TOTAL:	79.73
81664	12/11/2025	EFT	700 AT&T Mobility	II, L 116209	287353965032x112025	11/12/2025		121125	163.48
				163.48	27907051 43910	IT Contracts			
						CHECK	81664	TOTAL:	163.48

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
81665	12/11/2025	EFT	700 AT&T Mobility	II, L	116210 287282942898x112025 220.38 10106050 43100	11/12/2025	22500887	121125 Professional Services	220.38
								CHECK 81665 TOTAL:	220.38
81666	12/11/2025	EFT	700 AT&T Mobility	II, L	116211 287282927199x112025 280.71 10106050 43100	11/12/2025	22500887	121125 Professional Services	280.71
								CHECK 81666 TOTAL:	280.71
81667	12/11/2025	EFT	700 AT&T Mobility	II, L	116212 287282745434x112025 523.60 10106050 43100	11/12/2025	22500887	121125 Professional Services	523.60
								CHECK 81667 TOTAL:	523.60
81668	12/11/2025	EFT	3720 DOXIM UTILITEC LLC		116229 1125P 10,853.41 60601013 43100	11/30/2025		121125 Professional Services	10,853.41
								CHECK 81668 TOTAL:	10,853.41
81669	12/11/2025	EFT	1431 Hamilton Southeaster		116184 108682 10,548.10	12/08/2025		121125	10,548.10
					E 10324001 .SCHOOL. 10101013 44920			Capital Expenses	
					116185 108683 11,700.00	12/08/2025		121125	11,700.00
					E 10324001 .SCHOOL. 10101013 44920			Capital Expenses	
								CHECK 81669 TOTAL:	22,248.10
81670	12/11/2025	EFT	4082 Metronet Systems Hol		116224 12-4-2025 900.00 10106050 43100	12/04/2025	22500862	121125 Professional Services	900.00
								CHECK 81670 TOTAL:	900.00
81671	12/11/2025	EFT	2055 MJ Insurance Inc		116511 408151 4,705.00 60601011 43100	12/04/2025		121125 Professional Services	4,705.00
								CHECK 81671 TOTAL:	4,705.00

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
81672	12/11/2025	EFT	654 Waste Mgmt of Indian	115804	0284857-4672-2	11/26/2025		121125	999.17
				999.17	60609014 43100	Professional Services			
						CHECK	81672	TOTAL:	999.17
81673	12/11/2025	PRTD	406 Indiana State Treasu	116408	108905	12/10/2025		121125	1,894.35
				1,894.35	15029900 39223	Other Reimbursements			
						CHECK	81673	TOTAL:	1,894.35
NUMBER OF CHECKS						17	*** CASH ACCOUNT TOTAL ***		71,339.93
TOTAL PRINTED CHECKS						COUNT	AMOUNT		
TOTAL EFT'S						1	1,894.35		
						16	69,445.58		
*** GRAND TOTAL ***									71,339.93

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
81674	12/15/2025	MANL	406 Indiana State Treasu	116661	0-025-066-769	12/10/2025		121525DD	48,114.75
				48,468.57	81201013 39800	Sales Tax Received			
				-353.82	10101013 43100	Professional Services			
						CHECK	81674	TOTAL:	48,114.75
81675	12/15/2025	MANL	406 Indiana State Treasu	116663	0-025-092-881	12/10/2025		121525DD	6,212.12
				6,257.80	81201013 39800	Sales Tax Received			
				-45.68	10101013 43100	Professional Services			
						CHECK	81675	TOTAL:	6,212.12
81676	12/15/2025	MANL	406 Indiana State Treasu	116664	0-025-053-618	12/10/2025		121525DD	6,212.12
				6,257.80	81201013 39800	Sales Tax Received			
				-45.68	10101013 43100	Professional Services			
						CHECK	81676	TOTAL:	6,212.12
				NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***			60,538.99
				TOTAL MANUAL CHECKS		COUNT	3	AMOUNT	60,538.99
						*** GRAND TOTAL ***			60,538.99

Vendor Name	Warrant	Document	Invoice	Payment Method	PO	Invoice Amt
2452 Regions Bank	1125CC	108931	1125CC-Controller	Direct Disbursement	22301416	360.00
2452 Regions Bank	1125CC	108932	1125CC-Controller	Direct Disbursement	22301417	1,445.08
2452 Regions Bank	1125CC	108933	1125CC-Controller	Direct Disbursement	22401417	40.64
2452 Regions Bank	1125CC	108934	1125CC-Controller	Direct Disbursement		1,821.05
						3,666.77

Vendor Name	Warrant	Document	Invoice	Payment Method	PO	Invoice Amt
2452 Regions Bank	1125CC	108909	1125CC-Admin	Direct Disbursement	22501141	2,997.62
2452 Regions Bank	1125CC	108910	1125CC-Admin	Direct Disbursement		15,849.29
2452 Regions Bank	1125CC	108911	1125CC-BSG	Direct Disbursement		847.76
2452 Regions Bank	1125CC	108912	1125CC-Clerk	Direct Disbursement		67.89
2452 Regions Bank	1125CC	108913	1125CC-DPW	Direct Disbursement	22401191	90.00
2452 Regions Bank	1125CC	108914	1125CC-DPW	Direct Disbursement	22401410	1,905.44
2452 Regions Bank	1125CC	108915	1125CC-DPW	Direct Disbursement		8,211.30
2452 Regions Bank	1125CC	108916	1125CC-EconDev	Direct Disbursement		9.45
2452 Regions Bank	1125CC	108917	1125CC-Engineering	Direct Disbursement		6,852.61
2452 Regions Bank	1125CC	108918	1125CC-CommCtr	Direct Disbursement		10,561.03
2452 Regions Bank	1125CC	108919	1125CC-Fire	Direct Disbursement	22501086	904.89
2452 Regions Bank	1125CC	108920	1125CC-Fire	Direct Disbursement		34,155.23
2452 Regions Bank	1125CC	108921	1125CC-Fleet	Direct Disbursement		1,824.17
2452 Regions Bank	1125CC	108922	1125CC-HealthDept	Direct Disbursement		5,353.54
2452 Regions Bank	1125CC	108923	1125CC-IT	Direct Disbursement	22500861	161.85
2452 Regions Bank	1125CC	108924	1125CC-IT	Direct Disbursement	22500884	4,182.85
2452 Regions Bank	1125CC	108925	1125CC-IT	Direct Disbursement	22501149	957.95
2452 Regions Bank	1125CC	108926	1125CC-IT	Direct Disbursement		5,612.95
2452 Regions Bank	1125CC	108927	1125CC-Police	Direct Disbursement		48,909.66
2452 Regions Bank	1125CC	108928	1125CC-Recreation	Direct Disbursement		7,920.72
2452 Regions Bank	1125CC	108929	1125CC-Planning	Direct Disbursement		573.19
						157,949.39

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925H 12/15/2025
 DUE DATE: 12/15/2025

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	01/10/2026	EHS-002350		109119	116697	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		41,107.29				
							41,107.29			
						CHECK TOTAL	41,107.29			
3097	Southeastern Indiana	0000		EFT	12/14/2025	201954CTYFIS		108609	116110	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		35,171.92				
							35,171.92			
						CHECK TOTAL	35,171.92			
2	INVOICES					WARRANT TOTAL	76,279.21			
						CASH ACCOUNT BALANCE				-6,578,490.32

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5930	360 Advanced Cybersec	0000	22500781	EFT	12/06/2025	23666		108361	115851	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,456.00				
	2 60606050 43100		SewIT	PROSERVICE		182.00				
	3 62606050 43100		SWIT	PROSERVICE		182.00				
							1,820.00			
							1,820.00			
283	3M Company	0000		EFT	01/01/2026	9437009840		108793	116296	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		676.62				
							676.62			
							676.62			
2299	539 Apparel LLC	0000	22501038	EFT	12/21/2025	1010374		108324	115813	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		3,765.28				
							3,765.28			
							3,765.28			
68	A&F Engineering Co LL	0000	22500351	EFT	12/14/2025	18987		108578	116079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20204010 44920		LRS - ENG	CAPEXP		14,500.00				
							14,500.00			
							14,500.00			
68	A&F Engineering Co LL	0000	22500351	EFT	01/09/2026	19006		109061	116639	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20204010 44920		LRS - ENG	CAPEXP		14,500.00				
							14,500.00			
							14,500.00			
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725795		108761	116264	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		100.00				
							100.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725804		108763	116266		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725774		108764	116267		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		180.00					
							180.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725810		108765	116268		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725859		108766	116269		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725867		108767	116270		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22500087	EFT	12/24/2025	725861		108768	116271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000	22500087	EFT	01/03/2026	726535		108769	116272		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000		EFT	01/07/2026	726758		108860	116363		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000		EFT	01/07/2026	726759		108863	116366		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	01/07/2026	726780		108865	116368		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000	22500087	EFT	01/03/2026	726532		108875	116378		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	726892		108966	116543		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	726903		108967	116544		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	727036		108969	116546		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	727030		108971	116548		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		225.00					
							225.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	726956		108973	116550		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	727014		108974	116551		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		80.00					
							80.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	726943		108976	116553		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	01/08/2026	727035		108977	116554		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		240.00					
							240.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	726933		108978	116555		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000		EFT	01/08/2026	726990		108981	116558		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
							CHECK TOTAL				1,720.00
4467	Accurate Cutting Tech	0000		EFT	12/20/2025	73353		108261	115750		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		136.00					
							136.00				
							CHECK TOTAL				136.00
5685	Acorn Distributors In	0000		EFT	12/21/2025	3419727		108218	115705		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		697.67					
							697.67				
5685	Acorn Distributors In	0000		EFT	12/21/2025	3417393A		108479	115978		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		25.00					
							25.00				
5685	Acorn Distributors In	0000		EFT	01/02/2026	3420762		108612	116113		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,223.97					
							1,223.97				
							CHECK TOTAL				1,946.64
3051	Adam Shanks	0000		INV	12/20/2025	F25-281		108440	115934		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTRANS		300.00					
							300.00				
							CHECK TOTAL				300.00

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	300.00				
124	Airgas, Inc.	0000	EFT	12/17/2025	9166799681		108243	115731		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105012 43100	GenEMS	PROSERVICE			41.10				
						41.10				
124	Airgas, Inc.	0000	EFT	12/18/2025	9166890639		108274	115763		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105012 43100	GenEMS	PROSERVICE			57.15				
						57.15				
					CHECK TOTAL	98.25				
5936	All Clear Screening L	0000	EFT	12/18/2025	110197		108711	116213		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101015 43100	GenHR	PROSERVICE			377.85				
						377.85				
					CHECK TOTAL	377.85				
5949	ALLEN, ANN E.	0000	INV	12/19/2025	109017		109017	116595		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			255.60				
						255.60				
					CHECK TOTAL	255.60				
90	Amazon Web Services L	0000	22500841	EFT	12/31/2025	2403582661		108557	116058	
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106050 43100	GenIT	PROSERVICE			10,809.13				
	2 60606050 43100	SewIT	PROSERVICE			121.33				
	3 62606050 43100	SWIT	PROSERVICE			99.27				
						11,029.73				
					CHECK TOTAL	11,029.73				
808	Amazon.com LLC	0000	EFT	11/22/2025	13CH-9GKQ-DJ3G		106899	114284		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108011 42200	GenPDAdmin	OPERSUP			55.68				
						55.68				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	11/23/2025	16J3-9GCJ-TDYD		106900	114317		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		225.68	225.68				
808	Amazon.com LLC	0000		EFT	10/09/2025	1RWR-L1MY-LWQY		106909	114326		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		143.92	143.92				
808	Amazon.com LLC	0000		EFT	12/21/2025	1XFL-4HPJ-Q9D9		108187	115674		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		25.73	25.73				
808	Amazon.com LLC	0000		EFT	12/21/2025	1NHT-1NL7-QLMN		108190	115677		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		64.18	64.18				
808	Amazon.com LLC	0000		EFT	12/21/2025	14TX-PD67-QX1X		108191	115678		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		54.93	54.93				
808	Amazon.com LLC	0000		EFT	12/20/2025	1CJC-4CR6-67FH		108203	115691		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		35.48	35.48				
808	Amazon.com LLC	0000		EFT	12/21/2025	1NHT-1NL7-QN6K		108205	115692		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		43.68	43.68				
808	Amazon.com LLC	0000		EFT	12/20/2025	19NL-HCNY-4RR7		108206	115693		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		179.80	179.80				
808	Amazon.com LLC	0000		EFT	12/21/2025	1NHT-1NL7-PFCN		108208	115695		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		1,064.90	1,064.90				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/19/2025	13YV-473G-K4FM		108214	115701		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		227.54					
							227.54				
808	Amazon.com LLC	0000		EFT	12/24/2025	1VWY-J197-9Y3J		108228	115716		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		299.00					
							299.00				
808	Amazon.com LLC	0000		EFT	12/21/2025	13YH-TWDF-NTNT		108230	115717		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		79.77					
							79.77				
808	Amazon.com LLC	0000		EFT	12/24/2025	1D7N-1NKJ-F7JW		108235	115723		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		238.02					
							238.02				
808	Amazon.com LLC	0000		EFT	12/24/2025	1M11-H1YC-9PFN		108242	115730		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		21.99					
							21.99				
808	Amazon.com LLC	0000		EFT	12/24/2025	1GQ9-6RNP-FH3V		108245	115732		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		439.73					
							439.73				
808	Amazon.com LLC	0000		EFT	12/24/2025	16HQ-61V4-Q4D7		108251	115739		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		-68.39					
							-68.39				
808	Amazon.com LLC	0000		EFT	12/25/2025	1XYD-6PK1-9NRD		108273	115762		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		404.27					
							404.27				
808	Amazon.com LLC	0000		EFT	12/21/2025	13YH-TWDF-QGL9		108314	115803		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFND	OPERSUP		84.94					
							84.94				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/19/2025	1FJR-HFQN-QLD7		108317	115806		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			153.43	153.43				
808	Amazon.com LLC	0000		EFT	12/24/2025	1J63-QD4Q-9K9D		108319	115808		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			14.67	14.67				
808	Amazon.com LLC	0000		EFT	12/21/2025	1W4C-KRV1-PWFD		108325	115814		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		26.58	26.58				
808	Amazon.com LLC	0000		EFT	12/21/2025	1V1R-JGGQ-RWCR		108334	115823		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		24.53	24.53				
808	Amazon.com LLC	0000	22500956	EFT	12/24/2025	1C71-76N9-4YXJ		108362	115852		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		200.74	554.21				
	2 60606050 42200		SewIT	OPERSUP		19.12					
	3 62606050 42200		SWIT	OPERSUP		19.12					
	4 27907051 43910		CCFAdmin	ITCONTRACT		295.53					
	5 10106050 42200		GenIT	OPERSUP		10.05					
	6 60606050 42200		SewIT	OPERSUP		9.65					
808	Amazon.com LLC	0000		EFT	12/28/2025	1FQN-6679-DY9Q		108363	115853		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			12.72	12.72				
808	Amazon.com LLC	0000		EFT	12/28/2025	1LFL-LCXP-JXHP		108397	115888		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907058 42200		CCFYthFam	OPERSUP		447.58	447.58				
808	Amazon.com LLC	0000		EFT	12/30/2025	144G-KPHC-FJCY		108398	115889		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 42200		CCFAquatic	OPERSUP		189.99	189.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22500206	EFT	12/31/2025	13TL-DJ1G-T3XV		108420	115914	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		9,485.38	9,485.38			
808	Amazon.com LLC	0000		EFT	12/31/2025	13RV-GWTV-R6XY		108422	115916	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-324.68	-324.68			
808	Amazon.com LLC	0000		EFT	12/31/2025	1XG4-PGP3-9RPL		108454	115950	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		188.10	188.10			
808	Amazon.com LLC	0000		EFT	12/31/2025	1CRT-YH19-NDRQ		108455	115951	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907058 42200		CCFYthFam	OPERSUP		132.99	132.99			
808	Amazon.com LLC	0000		EFT	12/25/2025	1NW3-6CXM-6VKJ		108462	115956	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		63.72	63.72			
808	Amazon.com LLC	0000		EFT	12/31/2025	1MYQ-FLTX-1CLN		108514	116014	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		157.50	157.50			
808	Amazon.com LLC	0000		EFT	12/31/2025	163P-MGMR-1KFH		108517	116017	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		99.99	99.99			
808	Amazon.com LLC	0000		EFT	12/30/2025	19MG-TPDX-FJGL		108552	116053	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 42200		GenBSG	OPERSUP		28.86	28.86			
808	Amazon.com LLC	0000		EFT	12/16/2025	1HFM-49K7-4RV6		108572	116073	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFN	OPERSUP		179.99	179.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

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	1FK7-FDKF-C9DV		108573	116074		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			19.99	19.99				
808	Amazon.com LLC	0000		EFT	12/17/2025	1W4M-P3GR-9Y6V		108574	116076		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			29.69	29.69				
808	Amazon.com LLC	0000		EFT	01/03/2026	19WW-JJC7-7V6P		108615	116116		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint OPERSUP			106.30	106.30				
808	Amazon.com LLC	0000		EFT	01/03/2026	1JQ3-PWHQ-6Q9W		108616	116117		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin OPERSUP			31.08	31.08				
808	Amazon.com LLC	0000		EFT	12/17/2025	14XL-PWDW-CCWC		108619	116121		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			203.21	203.21				
808	Amazon.com LLC	0000		EFT	01/03/2026	14QX-V17H-G69T		108620	116122		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			-12.86	-12.86				
808	Amazon.com LLC	0000		EFT	01/03/2026	1FRF-M4T7-6WC4		108622	116124		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			48.42	48.42				
808	Amazon.com LLC	0000		EFT	12/05/2025	1JN6-QH3N-7JD7		108643	116144		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 42200		GenPI OPERSUP			30.99	30.99				
808	Amazon.com LLC	0000		EFT	01/04/2026	1N13-XX3D-94T3		108695	116198		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907054 42200		CCFHlthWII OPERSUP			28.99	28.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	01/04/2026	1RVF-M6V3-9YPG		108696	116199		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907057 42200		CCFSports	OPERSUP		11.39					
							11.39				
808	Amazon.com LLC	0000		EFT	01/04/2026	19P3-GP6L-6GGT		108698	116201		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		8.99					
							8.99				
808	Amazon.com LLC	0000		EFT	01/04/2026	1JXG-L671-C1NX		108712	116214		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907058 42200		CCFYthFam	OPERSUP		99.99					
							99.99				
808	Amazon.com LLC	0000		EFT	01/04/2026	19GM-7TDR-C649		108715	116218		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907058 42200		CCFYthFam	OPERSUP		-23.99					
							-23.99				
808	Amazon.com LLC	0000		EFT	01/06/2026	1337-93JX-97G4		108717	116220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907058 42200		CCFYthFam	OPERSUP		97.60					
							97.60				
808	Amazon.com LLC	0000		EFT	01/06/2026	1XY7-V33J-9HLQ		108718	116221		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		175.37					
							175.37				
808	Amazon.com LLC	0000		EFT	01/06/2026	1QLP-MHHQ-J9NX		108720	116223		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		1,804.26					
							1,804.26				
808	Amazon.com LLC	0000		EFT	01/07/2026	1F9D-X7K7-699V		108723	116226		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907055 42200		CCFMaint	OPERSUP		301.78					
							301.78				
808	Amazon.com LLC	0000		EFT	01/07/2026	14V7-FGVX-6C3T		108724	116227		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42200		CCFAdmin	OPERSUP		78.59					
							78.59				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808 Amazon.com LLC	0000		EFT	01/07/2026	1QQ7-W91G-76PJ		108727	116231		
ACCOUNT DETAIL						LINE AMOUNT				
1 27907051 42200		CCFAdmin	OPERSUP			585.79				
						585.79				
808 Amazon.com LLC	0000		EFT	01/04/2026	1K7K-RY93-19N9		108734	116237		
ACCOUNT DETAIL						LINE AMOUNT				
1 10101017 42200		GenFndCS	OPERSUP			114.57				
						114.57				
808 Amazon.com LLC	0000		EFT	01/07/2026	1GTH-94GK-7QJW		108737	116240		
ACCOUNT DETAIL						LINE AMOUNT				
1 10105011 42200		GenFireAdm	OPERSUP			9.49				
						9.49				
808 Amazon.com LLC	0000	22201233	EFT	01/04/2026	1LWH-DRDM-3DJJ		108741	116242		
ACCOUNT DETAIL						LINE AMOUNT				
1 60604010 42200		SewEng	OPERSUP			26.74				
2 62604010 42200		SWEng	OPERSUP			47.90				
						74.64				
808 Amazon.com LLC	0000		EFT	01/04/2026	1YT9-H11Y-4YGL		108743	116246		
ACCOUNT DETAIL						LINE AMOUNT				
1 62604010 42200		SWEng	OPERSUP			-7.99				
						-7.99				
808 Amazon.com LLC	0000		EFT	01/07/2026	16TN-FMND-9QGX		108749	116252		
ACCOUNT DETAIL						LINE AMOUNT				
1 10105011 42200		GenFireAdm	OPERSUP			166.30				
						166.30				
808 Amazon.com LLC	0000		EFT	01/06/2026	1H73-QDXM-47WW		108754	116257		
ACCOUNT DETAIL						LINE AMOUNT				
1 10106010 42200		GenFleet	OPERSUP			-352.44				
						-352.44				
808 Amazon.com LLC	0000		EFT	01/07/2026	1J67-TC4H-JML3		108776	116279		
ACCOUNT DETAIL						LINE AMOUNT				
1 10105013 42200		GenLogist	OPERSUP			19.74				
						19.74				
808 Amazon.com LLC	0000		EFT	01/07/2026	1WXK-DDYV-DP9H		108781	116284		
ACCOUNT DETAIL						LINE AMOUNT				
1 21105058 42200		MNCPLHDFN	OPERSUP			113.35				
						113.35				

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22500956	EFT	01/07/2026	13HL-693L-6TWP		108813	116316	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		202.35				
	2 60606050 42200		SewIT	OPERSUP		19.27				
	3 62606050 42200		SWIT	OPERSUP		19.27				
	4 27907051 43910		CCFAdmin	ITCONTRACT		156.74				
							397.63			
808	Amazon.com LLC	0000		EFT	01/08/2026	1VQD-P9M3-DR1C		108822	116325	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907051 42200		CCFAdmin	OPERSUP		27.18				
							27.18			
808	Amazon.com LLC	0000		EFT	01/08/2026	13Q9-QPPD-GKFM		108830	116334	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907051 42200		CCFAdmin	OPERSUP		39.48				
							39.48			
808	Amazon.com LLC	0000		EFT	01/08/2026	1F9K-QPRK-HCJM		108840	116343	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907054 42200		CCFHlthWII	OPERSUP		41.23				
							41.23			
808	Amazon.com LLC	0000		EFT	11/16/2025	1WXD-X17N-RFGK		108900	116403	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		56.80				
							56.80			
808	Amazon.com LLC	0000		EFT	01/09/2026	1XDW-6C19-L7PC		108939	116514	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		5.09				
							5.09			
808	Amazon.com LLC	0000		EFT	01/09/2026	1YCT-1M4J-KWMH		108941	116516	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		29.99				
							29.99			
808	Amazon.com LLC	0000		EFT	01/09/2026	1HCM-MWDP-LG7F		108943	116518	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907052 42200		CCFAquatic	OPERSUP		155.16				
							155.16			
808	Amazon.com LLC	0000		EFT	01/10/2026	1DD4-4QCQ-FJNL		109065	116643	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907051 42200		CCFAdmin	OPERSUP		450.28				

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Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
808 Amazon.com LLC	0000		EFT	01/10/2026	19HJ-D16G-L4QN	450.28	109075	116653			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907058 42200		CCFYthFam	OPERSUP			37.99					
808 Amazon.com LLC	0000		EFT	01/10/2026	119H-1KH9-LMLT	37.99	109076	116654			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907054 42200		CCFHlthWll	OPERSUP			110.91					
808 Amazon.com LLC	0000		EFT	01/10/2026	17TX-9NRN-HMPD	110.91	109090	116668			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105015 42200		GenSafeTr	OPERSUP			107.99					
808 Amazon.com LLC	0000		EFT	01/11/2026	13WF-R4RQ-3FDY	107.99	109112	116690			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907055 42200		CCFMaint	OPERSUP			262.52					
808 Amazon.com LLC	0000		EFT	01/11/2026	1TY6-GJGG-9MQF	262.52	109113	116691			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907051 42200		CCFAdmin	OPERSUP			67.64					
808 Amazon.com LLC	0000		EFT	01/11/2026	1QX7-WCH7-7VJ6	67.64	109116	116694			
ACCOUNT DETAIL						LINE AMOUNT					
1 27907051 42200		CCFAdmin	OPERSUP			78.45					
						CHECK TOTAL	20,687.99				
808 Amazon.com LLC	0000	22201233	EFT	12/24/2025	1NMM-7HQV-F7PF		108293	115783			
ACCOUNT DETAIL						LINE AMOUNT					
1 60604010 42200		SewEng	OPERSUP			7.73					
2 62604010 42200		SWEng	OPERSUP			13.85					
						CHECK TOTAL	21.58				
808 Amazon.com LLC	0000	22201233	EFT	01/03/2026	1HQ3-NG3T-GXTC		108639	116118			
ACCOUNT DETAIL						LINE AMOUNT					
1 60604010 42200		SewEng	OPERSUP			31.97					
2 62604010 42200		SWEng	OPERSUP			57.29					

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	89.26				
						89.26				
2476	American Legal Publis	0000	EFT	11/20/2025	46595		108170	115655		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101011 43100	GenMayorOf	PROSERVICE			1,753.92				
					CHECK TOTAL	1,753.92				
						1,753.92				
468	American Pump Repair	0000	22401432 EFT	12/26/2025	80272		108502	116001		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432 EFT	12/26/2025	80274		108504	116003		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432 EFT	12/26/2025	80278		108505	116005		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432 EFT	12/26/2025	80279		108506	116006		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432 EFT	01/02/2026	80296		108713	116215		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432 EFT	01/02/2026	80297		108716	116219		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				
468	American Pump Repair	0000	22401432 EFT	01/08/2026	80308		108932	116458		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,175.00				
						1,175.00				

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Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
468	American Pump Repair	0000	22401432	EFT	01/08/2026	80305		108936	116439		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		1,175.00					
							1,175.00				
						CHECK TOTAL	9,400.00				
439	American Structurepoi	0000	22401337	EFT	12/22/2025	198264		108290	115779		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		386.26					
	2 60604010 43100		SewEng	PROSERVICE		193.12					
	3 62604010 43100		SWEEng	PROSERVICE		64.37					
							643.75				
						CHECK TOTAL	643.75				
4596	Amilia Technologies U	0000	22500494	EFT	12/30/2025	1587928		108553	116054		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		835.90					
	2 10107010 35600		GenParks	OTHERFEES		535.56					
							1,371.46				
4596	Amilia Technologies U	0000	22500494	EFT	12/30/2025	1588032		108554	116055		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		3,796.26					
	2 27907051 35600		CCFAdmin	OTHERFEES		9,972.86					
							13,769.12				
						CHECK TOTAL	15,140.58				
2468	Andrew R Mork	0000		EFT	12/31/2025	2332		108323	115812		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		6,000.00					
							6,000.00				
						CHECK TOTAL	6,000.00				
5927	Andrew Spencer	0000	22501154	EFT	12/14/2025	INV3234		108437	115932		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,000.00					
							1,000.00				
						CHECK TOTAL	1,000.00				

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Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
393	Applied Concepts, Inc	0000		EFT	12/10/2025	467481		108284	115773		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		503.00					
							503.00				
							503.00				
3886	ARC Document Solution	0000	22300546	EFT	01/10/2026	53IN19087930		109060	116638		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 43100		SewEng	PROSERVICE		3,725.49					
							3,725.49				
							3,725.49				
5923	Argent Institutional	0000		EFT	12/10/2025	76761		108930	116433		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 33190000 43100		97AviILsPt	PROSERVICE		500.00					
							500.00				
5923	Argent Institutional	0000		EFT	12/10/2025	76739		108931	116434		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 33190000 43100		97AviILsPt	PROSERVICE		500.00					
							500.00				
							1,000.00				
1688	Austin Arndt	0000		INV	12/19/2025	F25-080		108388	115879		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTRANS		328.95					
							328.95				
1688	Austin Arndt	0000		INV	12/20/2025	F25-022		108389	115880		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTRANS		170.00					
							170.00				
							498.95				
5952	ARNETT, BROCK E.	0000		INV	12/19/2025	109020		109020	116598		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		100.78					
							100.78				
							100.78				

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WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5374	Astbury Water Technol	0000		EFT	12/15/2025	INV-AWT-013460		108400	115892		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907052 43100		CCFAquatic	PROSERVICE		900.00					
							900.00				
						CHECK TOTAL	900.00				
700	AT&T Mobility II, LL	0000		EFT	12/06/2025	287303132695x111925		108699	116202		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21106050 43100		MHFIT	PROSERVICE		156.20					
							156.20				
						CHECK TOTAL	156.20				
5979	BAILEY, FRANK & CARLA	0000		INV	12/19/2025	109049		109049	116627		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		50.39					
							50.39				
						CHECK TOTAL	50.39				
1534	Doug Baker	0000		INV	01/07/2026	F25-240		108686	116188		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTTRANS		520.00					
							520.00				
						CHECK TOTAL	520.00				
670	Bardach Awards, Inc.	0000		EFT	12/24/2025	340709		108216	115703		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42231		CCFAdmin	UNIFORMS		70.00					
							70.00				
670	Bardach Awards, Inc.	0000		EFT	12/24/2025	340731		108272	115761		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 42231		CCFAdmin	UNIFORMS		130.00					
							130.00				
670	Bardach Awards, Inc.	0000		EFT	12/31/2025	340794		108342	115832		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		32.00					
							32.00				

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Detail Invoice List

WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
670 Bardach Awards, Inc.	0000		EFT	12/19/2025	340637		108368	115858			
ACCOUNT DETAIL						LINE AMOUNT					
1 21105058 42200		MNCPLHDFNDPERSUP				76.00					
						76.00					
						CHECK TOTAL	308.00				
1144 Barnes & Thornburg, L	0000	22500121	EFT	12/18/2025	3495574		108330	115819			
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					
						CHECK TOTAL	10,719.00				
1144 Barnes & Thornburg, L	0000	22500121	EFT	12/19/2025	3498220		108331	115821			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101011 43100		GenMayorOf PROSERVICE				5,778.93					
2 60601011 43100		SewMayor PROSERVICE				1,527.29					
3 62601011 43100		SWMayor PROSERVICE				412.78					
						7,719.00					
						CHECK TOTAL	10,719.00				
5965 BAUMGARTNER, KEVIN &	0000		INV	12/19/2025	109034		109034	116612			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew USERFEES				59.18					
						59.18					
						CHECK TOTAL	59.18				
2460 Beaver Gravel Corpora	0000	22500947	EFT	12/16/2025	G1443463		108430	115924			
ACCOUNT DETAIL						LINE AMOUNT					
1 20109011 43100		MVHPWStr PROSERVICE				180.00					
						180.00					
						CHECK TOTAL	180.00				
2047 Beecher Emission Solu	0000	22501146	EFT	12/20/2025	7681		108537	116038			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106010 44500		GenFleet MACHEQPT				19,992.00					
						19,992.00					
						CHECK TOTAL	19,992.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
5676 Bertolini Solutions L	0000		EFT	12/03/2025	3416		108321	115810			
ACCOUNT DETAIL					LINE AMOUNT						
1 10101013 44920		GenContr	CAPEXP			59,438.53					
						59,438.53					
						CHECK TOTAL	59,438.53				
3645 Blue Doors Real Estat	0000		INV	12/19/2025	109023		109023	116601			
ACCOUNT DETAIL					LINE AMOUNT						
1 60600000 34900		Sew	USERFEES			118.36					
						118.36					
						CHECK TOTAL	118.36				
1371 Board of Trustees of	0000		EFT	12/25/2025	UFIWD182		108538	116039			
ACCOUNT DETAIL					LINE AMOUNT						
1 10105015 43200		GenSafeTr	COMMTRANS			400.00					
						400.00					
						CHECK TOTAL	800.00				
1371 Board of Trustees of	0000		EFT	12/31/2025	UFIWD183		108539	116040			
ACCOUNT DETAIL					LINE AMOUNT						
1 10105015 43200		GenSafeTr	COMMTRANS			400.00					
						400.00					
						CHECK TOTAL	800.00				
5971 BOGENSCHUTZ, DANIEL	0000		INV	12/19/2025	109040		109040	116618			
ACCOUNT DETAIL					LINE AMOUNT						
1 60600000 34900		Sew	USERFEES			50.39					
						50.39					
						CHECK TOTAL	50.39				
5962 BORTENSCHLAGER, LAWRE	0000		INV	12/19/2025	109031		109031	116609			
ACCOUNT DETAIL					LINE AMOUNT						
1 60600000 34900		Sew	USERFEES			59.18					
						59.18					
						CHECK TOTAL	59.18				
373 Bound Tree Medical, L	0000		EFT	12/14/2025	85994199		108199	115687			
ACCOUNT DETAIL					LINE AMOUNT						
1 10105012 42200		GenEMS	OPERSUP			1,918.52					
						1,918.52					
						CHECK TOTAL	1,918.52				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	12/17/2025	85995629		108201	115688		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		29.29					
							29.29				
373	Bound Tree Medical, L	0000		EFT	12/19/2025	85999417		108244	115733		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		802.77					
							802.77				
373	Bound Tree Medical, L	0000		EFT	12/24/2025	86003632		108345	115835		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,039.87					
							1,039.87				
373	Bound Tree Medical, L	0000		EFT	12/24/2025	86003633		108346	115836		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,826.01					
							1,826.01				
373	Bound Tree Medical, L	0000		EFT	12/21/2025	86002246		108382	115873		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,259.98					
							1,259.98				
373	Bound Tree Medical, L	0000		EFT	12/21/2025	86002247		108383	115874		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,927.88					
							1,927.88				
373	Bound Tree Medical, L	0000		EFT	12/21/2025	86002248		108384	115875		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,800.90					
							1,800.90				
373	Bound Tree Medical, L	0000		EFT	12/21/2025	86002249		108385	115876		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,927.88					
							1,927.88				
373	Bound Tree Medical, L	0000		EFT	12/25/2025	86005581		108386	115877		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,218.28					
							1,218.28				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	12/25/2025	86005582		108387	115878		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		631.12					
							631.12				
373	Bound Tree Medical, L	0000		EFT	12/28/2025	86008671		108611	116112		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,759.87					
							1,759.87				
373	Bound Tree Medical, L	0000		EFT	12/31/2025	86009288		108738	116241		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		4.19					
							4.19				
373	Bound Tree Medical, L	0000		EFT	01/02/2026	86013686		108739	116243		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,052.22					
							1,052.22				
373	Bound Tree Medical, L	0000		EFT	01/03/2026	86015575		108893	116396		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,952.76					
							1,952.76				
373	Bound Tree Medical, L	0000		EFT	01/03/2026	86015576		108894	116397		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		148.99					
							148.99				
							CHECK TOTAL				
							19,300.53				
1704	Lisa Bradford	0000		INV	12/13/2025	107791		107791	115258		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 43200		GenContr	COMMTRANS		303.24					
							303.24				
							CHECK TOTAL				
							303.24				
4038	Brain Performance LLC	0000		EFT	01/08/2026	1851		108861	116364		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		450.00					
							450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
4038 Brain Performance LLC	0000		EFT	12/07/2025	1816		108935	116438			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105013 43100		GenLogist	PROSERVICE			1,350.00					
						CHECK TOTAL	1,350.00				
						1,800.00					
5974 BRAND, KYLE & AMBER	0000		INV	12/19/2025	109044		109044	116622			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			56.72					
						CHECK TOTAL	56.72				
						56.72					
5969 BREEDEN, TIM & SUSAN	0000		INV	12/19/2025	109038		109038	116616			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			118.36					
						CHECK TOTAL	118.36				
						118.36					
3264 Brian E Hoover	0000		EFT	12/11/2025	532102		108350	115840			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101016 43100		GenPR	PROSERVICE			60.00					
						CHECK TOTAL	60.00				
						60.00					
5958 BROCKMAN, BRAD & BETH	0000		INV	12/19/2025	109027		109027	116605			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			59.18					
						CHECK TOTAL	59.18				
						59.18					
5977 BROWN, BEVERLY A	0000		INV	12/19/2025	109047		109047	116625			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			118.36					
						CHECK TOTAL	118.36				
						118.36					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22500657	EFT	12/20/2025	PI2008626		108501	116000		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			799.31					
							799.31				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008965		108510	116009		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008966		108511	116011		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008967		108513	116012		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008969		108515	116015		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			150.00					
							150.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008971		108516	116016		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008973		108518	116018		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			330.00					
							330.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008974		108519	116019		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008975		108520	116020		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008976		108521	116021		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/21/2025	PI2008977		108522	116022		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/25/2025	PI2009322		108523	116023		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/25/2025	PI2009323		108524	116024		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/25/2025	PI2009324		108525	116025		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/25/2025	PI2009325		108527	116027		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			385.00					
							385.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/31/2025	PI2010070		108529	116029		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			230.00					
							230.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/31/2025	PI2010071		108530	116030		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22500657	EFT	12/31/2025	PI2010072		108532	116033		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000		EFT	10/29/2025	PI2001167		108770	116273		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		970.00					
							970.00				
567	Buckeye Power Sales C	0000		EFT	10/29/2025	PI2001169		108771	116274		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		985.00					
							985.00				
567	Buckeye Power Sales C	0000		EFT	10/29/2025	PI2001172		108772	116275		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		970.00					
							970.00				
567	Buckeye Power Sales C	0000		EFT	10/29/2025	PI2001173		108773	116276		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		977.50					
							977.50				
567	Buckeye Power Sales C	0000		EFT	10/29/2025	PI2001174		108774	116277		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		690.00					
							690.00				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001176		108799	116302		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		977.50					
							977.50				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001168		108800	116303		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,220.00					
							1,220.00				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001177		108801	116304		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		980.00					
							980.00				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001181		108804	116307		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		935.00					
							935.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001183		108805	116308		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		915.00					
							915.00				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001184		108806	116309		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		920.00					
							920.00				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001186		108807	116310		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		570.00					
							570.00				
567	Buckeye Power Sales C	0000		EFT	10/30/2025	PI2001190		108809	116312		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		755.00					
							755.00				
											CHECK TOTAL
							16,199.31				
1655	Brendan Buehre	0000		INV	11/13/2025	F25-241		106479	113879		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMSTRANS		196.00					
							196.00				
											CHECK TOTAL
							196.00				
737	Butler, Fairman & Seu	0000	22500747	EFT	12/24/2025	110472		108576	116075		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27074010 44200		PIFENG	INFRSTR		2,150.00					
							2,150.00				
											CHECK TOTAL
							2,150.00				
737	Butler, Fairman & Seu	0000	22401338	EFT	12/21/2025	110461		108577	116078		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		643.50					
	2 60604010 43100		SewEng	PROSERVICE		321.75					
	3 62604010 43100		SWEng	PROSERVICE		107.25					
							1,072.50				
											CHECK TOTAL
							1,072.50				

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Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
737	Butler, Fairman & Seu	0000	22401326	EFT	12/21/2025	110462		108747	116250	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60804010 44200		SwConstENG	INFRSTR		1,552.50				
							1,552.50			
						CHECK TOTAL	1,552.50			
737	Butler, Fairman & Seu	0000	22401338	EFT	01/07/2026	110571		109059	116636	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		594.00				
	2 60604010 43100		SewEng	PROSERVICE		297.00				
	3 62604010 43100		SWEEng	PROSERVICE		99.00				
							990.00			
						CHECK TOTAL	990.00			
737	Butler, Fairman & Seu	0000	22500532	EFT	01/08/2026	110669		109088	116666	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		820.00				
							820.00			
						CHECK TOTAL	820.00			
2441	BW Construction LLC	0000	22500277	EFT	12/30/2025	20240421		108357	115847	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		5,227.27				
							5,227.27			
						CHECK TOTAL	5,227.27			
5247	Cage Campus LLC	0000		EFT	01/01/2026	1/26 Rent		108631	116133	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS		14,327.83				
							14,327.83			
						CHECK TOTAL	14,327.83			
2424	CallTower Inc	0000		EFT	01/15/2026	202913241		108821	116324	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		758.24				
							758.24			
						CHECK TOTAL	758.24			

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WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
813	Cargill, Incorporated	0000	22500994	EFT	12/21/2025	2911725297		108533	116032	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206191 42200		LRSICSRTS	OPERSUP		78,093.20				
							78,093.20			
813	Cargill, Incorporated	0000	22500994	EFT	12/20/2025	2911720496		108534	116034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206191 42200		LRSICSRTS	OPERSUP		29,997.18				
							29,997.18			
						CHECK TOTAL	108,090.38			
996	Carrier & Gable Inc	0000	22501223	EFT	01/04/2026	P-INV-101908		109083	116662	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 44500		MVHEng	MACHEQPT		22,418.00				
							22,418.00			
						CHECK TOTAL	22,418.00			
831	CC&T Construction Co,	0000	22500935	EFT	12/29/2025	2523-1		108600	116101	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			66,500.00				
							66,500.00			
831	CC&T Construction Co,	0000	22501136	EFT	12/29/2025	2516-1		108601	116102	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			16,500.00				
							16,500.00			
831	CC&T Construction Co,	0000	22500943	EFT	12/29/2025	2518-1		108602	116103	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			15,000.00				
							15,000.00			
831	CC&T Construction Co,	0000	22500962	EFT	12/29/2025	2522-1		108603	116104	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			17,000.00				
							17,000.00			
						CHECK TOTAL	115,000.00			
703	CDW Government, Inc.	0000	22501216	EFT	12/06/2025	AG7253A		108823	116326	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		14,475.00				
							14,475.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	14,475.00			
5692	Central Indiana Maint	0000	22501018	EFT	12/31/2025	32007029443		108399	115891	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907055 43100		CCFMaint	PROSERVICE			14,642.38			
								14,642.38		
5692	Central Indiana Maint	0000		EFT	12/31/2025	32007029491		109073	116651	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907055 43100		CCFMaint	PROSERVICE			1,944.77			
								1,944.77		
						CHECK TOTAL	16,587.15			
1734	Certified Consultants	0000		EFT	12/30/2025	109089		109089	116667	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP			12,736.00			
								12,736.00		
						CHECK TOTAL	12,736.00			
1351	Chad's Signs and Inst	0000		EFT	12/31/2025	51752		108447	115942	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907051 43300		CCFAdmin	PRINTADVER			172.56			
								172.56		
						CHECK TOTAL	172.56			
5957	CHANDLER, JARED & RUT	0000		INV	12/19/2025	109026		109026	116604	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			59.18			
								59.18		
						CHECK TOTAL	59.18			
691	Christopher B Burke E	0000	22400309	EFT	06/07/2025	38148		108733	116236	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE			253.75			
								253.75		
691	Christopher B Burke E	0000	22400309	EFT	01/07/2026	40953		108736	116239	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE			188.75			
								188.75		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000	EFT	09/26/2025	4241476215		106507	113908		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108011 43100	GenPDAdmin PROSERVICE			144.48					
					CHECK TOTAL	144.48				
714	Cintas Corporation No	0000	EFT	12/05/2025	4248884912		108000	115482		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108011 43100	GenPDAdmin PROSERVICE			117.52					
					CHECK TOTAL	117.52				
714	Cintas Corporation No	0000	EFT	10/10/2025	4242915495		108001	115483		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108011 43100	GenPDAdmin PROSERVICE			144.48					
					CHECK TOTAL	144.48				
714	Cintas Corporation No	0000	EFT	11/21/2025	4247348250		108002	115484		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108011 43100	GenPDAdmin PROSERVICE			114.43					
					CHECK TOTAL	114.43				
714	Cintas Corporation No	0000	EFT	12/19/2025	4250555371		108164	115649		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks PROSERVICE			187.75					
					CHECK TOTAL	187.75				
714	Cintas Corporation No	0000	EFT	12/19/2025	4250555423		108165	115650		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109012 43100	GenPWBuild PROSERVICE			139.33					
					CHECK TOTAL	139.33				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/19/2025	4250555460		108166	115651		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		245.11					
							245.11				
							245.11				
714	Cintas Corporation No	0000		EFT	12/20/2025	4250555372		108192	115679		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		110.05					
							110.05				
							110.05				
714	Cintas Corporation No	0000		EFT	10/02/2025	5289712603		108234	115722		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		481.12					
							481.12				
							481.12				
714	Cintas Corporation No	0000		EFT	12/23/2025	4250936553		108246	115734		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		46.32					
							46.32				
							46.32				
714	Cintas Corporation No	0000		EFT	12/23/2025	4250936664		108247	115735		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.98					
							67.98				
							67.98				
714	Cintas Corporation No	0000		EFT	12/23/2025	4250936831		108248	115736		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.46					
							79.46				
							79.46				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/23/2025	4250936850		108249	115737		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		38.26					
							38.26				
							38.26				
											CHECK TOTAL
714	Cintas Corporation No	0000		EFT	12/23/2025	4250936942		108250	115738		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		187.34					
							187.34				
							187.34				
											CHECK TOTAL
714	Cintas Corporation No	0000		EFT	12/20/2025	5303960004		108260	115749		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		196.14					
							196.14				
							196.14				
											CHECK TOTAL
714	Cintas Corporation No	0000		EFT	12/31/2025	4251542510		108484	115983		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		155.56					
							155.56				
							155.56				
											CHECK TOTAL
714	Cintas Corporation No	0000		EFT	12/31/2025	4251542685		108485	115984		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		192.01					
							192.01				
							192.01				
											CHECK TOTAL
714	Cintas Corporation No	0000		EFT	12/24/2025	4251135584		108486	115985		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.29					
							67.29				
							67.29				
											CHECK TOTAL

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/31/2025	5305324905		108487	115986		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		9.45					
							9.45				
						CHECK TOTAL	9.45				
714	Cintas Corporation No	0000		EFT	01/01/2026	4251542428		108541	116042		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		110.05					
							110.05				
						CHECK TOTAL	110.05				
714	Cintas Corporation No	0000		EFT	01/02/2026	4251971704		108549	116050		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		60.42					
							60.42				
						CHECK TOTAL	60.42				
714	Cintas Corporation No	0000		EFT	01/02/2026	4251971703		108582	116083		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		46.32					
							46.32				
						CHECK TOTAL	46.32				
714	Cintas Corporation No	0000		EFT	01/02/2026	4251971719		108583	116084		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.98					
							67.98				
						CHECK TOTAL	67.98				
714	Cintas Corporation No	0000		EFT	01/02/2026	4251971785		108584	116085		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.46					
							79.46				
						CHECK TOTAL	79.46				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	01/02/2026	4251971787		108585	116086		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		187.34					
							187.34				
						CHECK TOTAL	187.34				
714	Cintas Corporation No	0000		EFT	01/02/2026	4251971814		108586	116087		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		38.26					
							38.26				
						CHECK TOTAL	38.26				
714	Cintas Corporation No	0000		EFT	01/02/2026	5305791503		108599	116100		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		128.45					
							128.45				
						CHECK TOTAL	128.45				
714	Cintas Corporation No	0000		EFT	01/05/2026	4252181154		108692	116195		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		110.05					
							110.05				
						CHECK TOTAL	110.05				
714	Cintas Corporation No	0000		EFT	01/04/2026	4252181246		108758	116261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		146.76					
							146.76				
						CHECK TOTAL	146.76				
714	Cintas Corporation No	0000		EFT	01/04/2026	5306304602		108760	116263		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		9.45					
							9.45				
						CHECK TOTAL	9.45				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	01/04/2026	4252181189		108779	116282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		187.75					
							187.75				
						CHECK TOTAL	187.75				
714	Cintas Corporation No	0000		EFT	12/31/2025	4251542491		108780	116283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		187.75					
							187.75				
						CHECK TOTAL	187.75				
714	Cintas Corporation No	0000		EFT	01/04/2026	4252181341		108788	116291		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 43100		LRSPWSTRT	PROSERVICE		192.01					
							192.01				
						CHECK TOTAL	192.01				
714	Cintas Corporation No	0000		EFT	01/04/2026	5306304604		108845	116348		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		53.50					
							53.50				
						CHECK TOTAL	53.50				
714	Cintas Corporation No	0000		EFT	01/09/2026	4252629195		108982	116559		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		88.71					
							88.71				
						CHECK TOTAL	88.71				
714	Cintas Corporation No	0000		EFT	01/09/2026	4252629354		108983	116560		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.98					
							67.98				
						CHECK TOTAL	67.98				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	01/09/2026	4252629216		108984	116561		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		46.32					
							46.32				
						CHECK TOTAL	46.32				
714	Cintas Corporation No	0000		EFT	01/09/2026	4252629490		108985	116562		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		187.34					
							187.34				
						CHECK TOTAL	187.34				
714	Cintas Corporation No	0000		EFT	01/09/2026	4252629487		108986	116563		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		38.26					
							38.26				
						CHECK TOTAL	38.26				
714	Cintas Corporation No	0000		EFT	11/26/2025	934384278		108987	116564		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		3,100.00					
							3,100.00				
						CHECK TOTAL	3,100.00				
714	Cintas Corporation No	0000		EFT	01/09/2026	4252625912		108988	116565		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		67.29					
							67.29				
						CHECK TOTAL	67.29				
714	Cintas Corporation No	0000		EFT	01/09/2026	4252629460		108989	116566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.46					
							79.46				
						CHECK TOTAL	79.46				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1568	Carrie Clark	0000		INV	12/25/2025	000907		108267	115756	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		78.00				
							78.00			
							CHECK TOTAL			78.00
5945	CMM HOMES LLC	0000		INV	12/19/2025	109012		109012	116589	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		118.36				
							118.36			
							CHECK TOTAL			118.36
2692	Colin Harruff	0000		INV	12/20/2025	F25-022		108394	115885	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		170.00				
							170.00			
							CHECK TOTAL			170.00
5944	COMBS, TRAVIS A.	0000		INV	12/19/2025	109011		109011	116588	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62600000 34900		SW	USERFEES		0.24				
							0.24			
							CHECK TOTAL			0.24
5946	COMBS, TRAVIS A.	0000		INV	12/19/2025	109014		109014	116591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		7.38				
							7.38			
							CHECK TOTAL			7.38
5955	COMER, SCOTT M.	0000		INV	12/19/2025	109024		109024	116602	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		59.18				
							59.18			
							CHECK TOTAL			59.18

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2650	Community Health Netw	0000	22400112	EFT	12/30/2025	FIN-008998		109079	116657		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		2,500.00					
							2,500.00				
						CHECK TOTAL	2,500.00				
5662	Connie Fiems	0000		EFT	01/08/2026	1002		108735	116238		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43100		MNCPLHDFNBROSERVICE			300.00					
							300.00				
						CHECK TOTAL	300.00				
5390	Crosswave Solutions I	0000	22500851	EFT	12/30/2025	1214		108555	116056		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		1,232.50					
							1,232.50				
5390	Crosswave Solutions I	0000	22501215	EFT	12/20/2025	1210		108824	116327		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		29,000.00					
							29,000.00				
						CHECK TOTAL	30,232.50				
2485	Crown Castle Internat	0000	22500707	EFT	12/30/2025	2004828		108558	116059		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		6,036.44					
	2 60606050 43100		SewIT	PROSERVICE		1,131.82					
	3 62606050 43100		SWIT	PROSERVICE		377.27					
							7,545.53				
						CHECK TOTAL	7,545.53				
4829	Culligan Ultrapure In	0000		EFT	01/07/2026	0900823451		108970	116547		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			98.41					
							98.41				
						CHECK TOTAL	98.41				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2645	CureMD.com, Inc	0000		EFT	12/31/2025	INV-25-13789		108839	116342		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21201012 43100		HDFBSG	PROSERVICE		880.23					
							880.23				
							880.23				
						CHECK TOTAL					
2435	CVK LLC	0000		EFT	01/01/2026	1/26 Rent		108625	116127		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		37,773.94					
							37,773.94				
							37,773.94				
						CHECK TOTAL					
5237	Darren L Higginbotham	0000		EFT	12/29/2025	112925.FPD.KC		108627	116129		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		150.00					
							150.00				
5237	Darren L Higginbotham	0000		EFT	10/27/2025	092725.FPD		108630	116132		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		900.00					
							900.00				
5237	Darren L Higginbotham	0000		EFT	10/19/2025	091925.FPD		108632	116134		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43100		GenInvstgt	PROSERVICE		1,200.00					
							1,200.00				
5237	Darren L Higginbotham	0000		EFT	11/30/2025	103125.FPD.KC		108633	116135		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		150.00					
							150.00				
5237	Darren L Higginbotham	0000		EFT	11/03/2025	100425.FPD.KC		108635	116137		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		150.00					
							150.00				
5237	Darren L Higginbotham	0000		EFT	12/03/2025	110325.FPD		108636	116138		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		900.00					
							900.00				
							900.00				
						CHECK TOTAL	3,450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5976	DASMF LLC	0000		INV	12/19/2025	109046		109046	116624		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		118.36					
							118.36				
							118.36				
5986	Dawn Lindquist	0000		INV	12/19/2025	109056		109056	116634		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		414.26					
							414.26				
							414.26				
5954	DEFUR, KYLE & DANA	0000		INV	12/19/2025	109022		109022	116600		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		59.18					
							59.18				
							59.18				
5983	DENTAL MATERIALS AND	0000		INV	12/19/2025	109053		109053	116631		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		118.36					
							118.36				
							118.36				
952	Dive Rescue Internati	0000	22501001	EFT	01/01/2026	SO073924		109096	116674		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		4,193.67					
							4,193.67				
							4,193.67				
935	Don Hinds Ford, Inc.	0000	22501169	EFT	12/25/2025	132073		108645	116146		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 44500		GenFleet	MACHEQPT		31,496.25					
							31,496.25				
							31,496.25				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1047	Donohue & Associates	0000	22401435	EFT	01/04/2026	14469-11		108651	116152	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		1,042.00				
							1,042.00			
							1,042.00			
5244	Douglas Dynamics Inc	0000	22501186	EFT	01/03/2026	435361		108647	116148	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		3,170.00				
							3,170.00			
							3,170.00			
3720	DOXIM UTILITEC LLC	0000		EFT	12/30/2025	INV033848		108725	116228	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601016 43300		SewPR	PRINTADVER		712.76				
	2 60601013 43100		SewContr	PROSERVICE		4,140.47				
							4,853.23			
3720	DOXIM UTILITEC LLC	0000		EFT	11/30/2025	INV033231		109080	116658	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		1,594.39				
							1,594.39			
3720	DOXIM UTILITEC LLC	0000		EFT	11/30/2025	1025P		109081	116660	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		10,896.36				
							10,896.36			
							17,343.98			
5948	EARL, TAYLOR & MEGAN	0000		INV	12/19/2025	109016		109016	116593	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		100.78				
							100.78			
							100.78			
1900	Earthworks Lawncare I	0000		EFT	06/14/2025	26148		108332	115820	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		11,600.00				
							11,600.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1900	Earthworks Lawncare I	0000	22500982	EFT	12/04/2025	27081		108930	116505	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			5,000.00				
							5,000.00			
						CHECK TOTAL	16,600.00			
3636	Eckart LLC	0000		EFT	12/25/2025	S101580895.001		108463	115958	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			524.04				
							524.04			
3636	Eckart LLC	0000		EFT	12/10/2025	S101578769.001		108464	115959	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			142.11				
							142.11			
3636	Eckart LLC	0000		EFT	12/25/2025	S101584425.001		108466	115962	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			169.63				
							169.63			
3636	Eckart LLC	0000		EFT	12/25/2025	S101581930.001		108467	115963	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			340.28				
							340.28			
3636	Eckart LLC	0000		EFT	12/25/2025	S101581930.002		108469	115964	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			20.09				
							20.09			
3636	Eckart LLC	0000		EFT	12/25/2025	S101581930.003		108470	115966	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			18.00				
							18.00			
3636	Eckart LLC	0000		EFT	12/25/2025	S101571383.002		108494	115993	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			32.07				
							32.07			
3636	Eckart LLC	0000		EFT	12/25/2025	S101571383.003		108498	115997	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNPERSUP			312.70				
							312.70			

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3636	Eckart LLC	0000		EFT	01/25/2026	S101583868.001		108512	116010		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		-19.50					
							-19.50				
3636	Eckart LLC	0000	22501167	EFT	01/25/2026	S101581526.001		108528	116028		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		6,871.90					
							6,871.90				
3636	Eckart LLC	0000	22501167	EFT	01/25/2026	S101581526.003		108579	116080		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		528.15					
							528.15				
3636	Eckart LLC	0000		EFT	01/25/2026	S101589898.001		108791	116294		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS	OPERSUP		49.99					
							49.99				
3636	Eckart LLC	0000		EFT	12/25/2025	S101581874.001		108792	116295		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS	OPERSUP		396.57					
							396.57				
3636	Eckart LLC	0000		EFT	01/25/2026	S101581930.004		108794	116297		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		76.08					
							76.08				
							CHECK TOTAL				
							9,462.11				
717	Egis BLN USA Inc	0000	22401437	EFT	01/09/2026	83527		108995	116572		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		1,130.00					
							1,130.00				
							CHECK TOTAL				
							1,130.00				
5940	EGYM Inc	0000		EFT	01/07/2026	CIUS-4797-2025		109058	116637		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907054 42200		CCFHlthWII	OPERSUP		405.90					
							405.90				
							CHECK TOTAL				
							405.90				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1186	Elwood Fire Equipment	0000		EFT	01/02/2026	78884		108646	116147		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE			116.00				
							CHECK TOTAL	116.00			
3280	EMBR Designs LLC	0000	22501166	EFT	12/21/2025	0000338		109001	116578		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 43100		GenExAff	PROSERVICE			2,500.00				
							CHECK TOTAL	2,500.00			
514	EWT Holdings III Corp	0000	22501042	EFT	01/11/2026	907315946		108465	115960		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				4,974.76				
								4,974.76			
514	EWT Holdings III Corp	0000	22501042	EFT	01/11/2026	907315955		108468	115965		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				16,663.92				
								16,663.92			
514	EWT Holdings III Corp	0000	22501042	EFT	01/11/2026	907315951		108471	115967		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				16,707.52				
								16,707.52			
514	EWT Holdings III Corp	0000	22501042	EFT	01/12/2026	907320244		108482	115981		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				16,751.12				
								16,751.12			
514	EWT Holdings III Corp	0000	22501042	EFT	01/21/2026	907331646		108694	116197		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				16,733.68				
								16,733.68			
							CHECK TOTAL	71,831.00			
5842	Expert Summit Anchors	0000	22501034	EFT	12/26/2025	1451		108333	115822		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE			1,500.00				
								1,500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	1,500.00				
1210	Faco LLC	0000	22500900	EFT	01/09/2026	34950	108940	116515		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			6,275.00				
					CHECK TOTAL	6,275.00				
5987	FEENEY, TIMOTHY & MAR	0000		INV	12/19/2025	109074	109074	116652		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		50.39				
					CHECK TOTAL	50.39				
5984	FLETCHALL, AMY & CRAI	0000		INV	12/19/2025	109054	109054	116632		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		69.78				
					CHECK TOTAL	69.78				
1193	Fluid Waste Services,	0000	22500969	EFT	12/21/2025	70397	108980	116557		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			3,302.50				
					CHECK TOTAL	3,302.50				
2358	Fredericks Inc	0000		EFT	12/31/2025	6685-25	109091	116669		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		2,592.00				
						2,592.00				
2358	Fredericks Inc	0000		EFT	12/31/2025	6696-25	109097	116675		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		12,850.00				
					CHECK TOTAL	12,850.00				
					CHECK TOTAL	15,442.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135465606		108590	116091		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45	53.45				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135400898		108592	116093		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		11.00	11.00				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135397854		108593	116094		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		11.00	11.00				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135401189		108594	116095		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45	53.45				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135405739		108595	116096		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		53.45	53.45				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135405604		108596	116097		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		51.00	51.00				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135406387		108597	116098		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		95.90	95.90				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135398417		108955	116530		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		70.80	70.80				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135397987		108960	116537		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		11.00	11.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135400542		108962	116539		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		44.96					
							44.96				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135398399		108963	116540		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		19.49					
							19.49				
1196	Frey Water Conditioni	0000		EFT	01/02/2026	135399001		108964	116541		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		27.98					
							27.98				
							CHECK TOTAL				503.48
5978	GEORGE DEVELOPMENT CO	0000		INV	12/19/2025	109048		109048	116626		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		118.36					
							118.36				
							CHECK TOTAL				118.36
4659	GHA Technologies Inc	0000	22500751	EFT	12/20/2025	1987724		108367	115857		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		153.43					
	2 60606050 42200		SewIT	OPERSUP		14.61					
	3 62606050 42200		SWIT	OPERSUP		14.61					
	4 10106050 42200		GenIT	OPERSUP		30.15					
	5 60606050 42200		SewIT	OPERSUP		2.87					
	6 62606050 42200		SWIT	OPERSUP		2.87					
							218.54				
4659	GHA Technologies Inc	0000	22500751	EFT	12/21/2025	1988344		108369	115859		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		1,702.18					
	2 60606050 42200		SewIT	OPERSUP		486.34					
	3 62606050 42200		SWIT	OPERSUP		243.17					
	4 10106050 42200		GenIT	OPERSUP		1,017.31					
	5 60606050 42200		SewIT	OPERSUP		290.66					
	6 62606050 42200		SWIT	OPERSUP		145.34					
							3,885.00				

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4659	GHA Technologies Inc	0000	22500189	EFT	12/21/2025	1988350		108370	115861		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10106050 42200		GenIT	OPERSUP			944.46				
	2 60606050 42200		SewIT	OPERSUP			269.84				
	3 62606050 42200		SWIT	OPERSUP			134.92				
							1,349.22				
4659	GHA Technologies Inc	0000	22500189	EFT	01/01/2026	1989870		108825	116328		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10106050 42200		GenIT	OPERSUP			2,266.69				
	2 60606050 42200		SewIT	OPERSUP			215.88				
	3 62606050 42200		SWIT	OPERSUP			215.87				
							2,698.44				
							CHECK TOTAL				8,151.20
1616	Samantha Gillespie	0000		INV	12/13/2025	108348		108348	115838		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10105011 43200		GenFireAdm	COMMTRANS			16.73				
							16.73				
							CHECK TOTAL				16.73
5595	GLOBO Holdings I LLC	0000		EFT	08/06/2025	ON436952		108311	115801		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10101017 43100		GenFndCS	PROSERVICE			1,093.00				
							1,093.00				
5595	GLOBO Holdings I LLC	0000		EFT	11/06/2025	ON438515		108313	115802		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10101017 43100		GenFndCS	PROSERVICE			1,684.00				
							1,684.00				
5595	GLOBO Holdings I LLC	0000		EFT	04/06/2025	ON435000		108316	115805		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10101017 43100		GenFndCS	PROSERVICE			120.00				
							120.00				
5595	GLOBO Holdings I LLC	0000		EFT	06/06/2025	ON436060		108318	115807		
	ACCOUNT DETAIL										LINE AMOUNT
	1 10101017 43100		GenFndCS	PROSERVICE			416.00				
							416.00				
							CHECK TOTAL				3,313.00

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WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
4899 HAE Fields LLC	0000		EFT	01/05/2026	1372		108688	116190			
ACCOUNT DETAIL						LINE AMOUNT					
1 27055010 43100		FireGrant	PROSERVICE			735.93					
						CHECK TOTAL	735.93				
3798 Hageman Investments L	0000	22501039	EFT	01/07/2026	#2025K		108786	116289			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109012 43100		GenPWBuild	PROSERVICE			4,230.00					
						CHECK TOTAL	4,230.00				
5981 HAGER, MATTHEW R.	0000		INV	12/19/2025	109051		109051	116629			
ACCOUNT DETAIL						LINE AMOUNT					
1 66040000 34900		Trash	USERFEES			161.15					
						CHECK TOTAL	161.15				
5934 Haiku Corporation	0000		INV	11/17/2025	149933		108283	115772			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101013 44920		GenContr	CAPEXP			10,000.00					
						CHECK TOTAL	10,000.00				
1575 Kara Hall	0000		INV	12/07/2025	11725		108374	115862			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101016 43200		GenPR	COMMTRANS			29.12					
						CHECK TOTAL	29.12				
1664 Thaddeus Haltom	0000		INV	12/20/2025	F25-022		108393	115884			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMMTRANS			170.00					
						CHECK TOTAL	170.00				

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WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1446	Hamilton County Treas	0000		INV	12/31/2025	1125deferral		108547	116048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		915.00				
							915.00			
							915.00			
1431	Hamilton Southeastern	0000	22501214	EFT	12/30/2025	11302025		108640	116141	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		3,243.43				
	2 20106010 42221		MVHFleet	FUEL		1,863.69				
	3 60606010 42221		SewFleet	FUEL		404.70				
	4 62606010 42221		SWFleet	FUEL		1,340.24				
							6,852.06			
							6,852.06			
2053	Rodney V Hartley	0000		EFT	12/30/2025	3513		108326	115815	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		21,185.00				
							21,185.00			
2053	Rodney V Hartley	0000		EFT	12/30/2025	3512		108347	115837	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		59,797.00				
							59,797.00			
2053	Rodney V Hartley	0000		EFT	12/24/2025	3504		108876	116379	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		410.00				
							410.00			
							81,392.00			
1080	Barb Hathaway	0000		INV	12/24/2025	112425		108380	115871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43200		MNCPLHDFNDOMMTRANS			20.72				
							20.72			
1080	Barb Hathaway	0000		INV	01/09/2026	12925BH		108965	116542	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			10.04				
							10.04			
							30.76			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5523	Hawkins Inc	0000		EFT	01/16/2026	7273155		108729	116233	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907052 42200		CCFAquatic	OPERSUP		765.00				
						CHECK TOTAL	765.00			
3718	HD Supply Inc	0000	22401099	EFT	12/19/2025	INV00889125		108493	115991	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		472.59				
							472.59			
3718	HD Supply Inc	0000	22401099	EFT	12/19/2025	INV00889083		108495	115994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		490.51				
							490.51			
3718	HD Supply Inc	0000	22401099	EFT	12/19/2025	INV00889186		108497	115996	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		473.42				
							473.42			
3718	HD Supply Inc	0000	22401099	EFT	12/19/2025	INV00889302		108751	116254	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		501.89				
							501.89			
3718	HD Supply Inc	0000	22401099	EFT	01/09/2026	INV00889230		108968	116545	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		499.14				
							499.14			
						CHECK TOTAL	2,437.55			
1448	HealthCall LLC	0000	22501227	EFT	01/02/2026	52151		109094	116672	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		21,200.00				
							21,200.00			
						CHECK TOTAL	21,200.00			
844	Heritage Crystal Clea	0000		EFT	12/07/2025	19652041		108587	116088	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,818.70				
							1,818.70			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						1,818.70				
					CHECK TOTAL	1,818.70				
5689	Heritage Landscape Su	0000	EFT	01/04/2026	0024189191-001		108198	115685		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			20.00				
						20.00	108200	115686		
5689	Heritage Landscape Su	0000	EFT	01/05/2026	0024204670-001					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			20.00				
						20.00	108238	115726		
5689	Heritage Landscape Su	0000	EFT	01/08/2026	0024218686-001					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			20.00				
						20.00	108490	115989		
5689	Heritage Landscape Su	0000	EFT	01/09/2026	0024227787-001					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106010 43100	GenFleet	PROSERVICE			20.00				
						20.00	108491	115990		
5689	Heritage Landscape Su	0000	EFT	01/09/2026	0024237187-001					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106010 43100	GenFleet	PROSERVICE			20.00				
						20.00	108492	115992		
5689	Heritage Landscape Su	0000	EFT	01/15/2026	0024273501-001					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106010 43100	GenFleet	PROSERVICE			35.00				
						35.00	108814	116317		
5689	Heritage Landscape Su	0000	EFT	01/05/2026	0024192143-001					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			20.00				
						20.00				
					CHECK TOTAL	155.00				
5947	HIENEMAN, DAVID & EMI	0000	INV	12/19/2025	109015		109015	116592		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			124.28				
						124.28				
					CHECK TOTAL	124.28				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1238 Hittle Landscaping In	0000		EFT	07/26/2025	225761		108355	115845		
ACCOUNT DETAIL					LINE AMOUNT					
1 10101013 44920		GenContr	CAPEXP			102,098.43				
						102,098.43				
1238 Hittle Landscaping In	0000	22500895	EFT	12/03/2025	232849		108750	116253		
ACCOUNT DETAIL					LINE AMOUNT					
1 10109013 44400		GenPWParks IMPROTHBUI				32,701.60				
						32,701.60				
1238 Hittle Landscaping In	0000		EFT	07/26/2025	225759		109093	116671		
ACCOUNT DETAIL					LINE AMOUNT					
1 10101013 44920		GenContr	CAPEXP			27,428.80				
						27,428.80				
						CHECK TOTAL				162,228.83
5659 Holly Coriell	0000		EFT	01/07/2026	1002		108783	116286		
ACCOUNT DETAIL					LINE AMOUNT					
1 21105058 43100		MNCPLHDFNBROSERVICE				100.00				
						100.00				
						CHECK TOTAL				100.00
1274 Hood's Gardens, Inc.	0000	22501078	EFT	12/31/2025	58586		108438	115933		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106193 42200		GFICPKSMNTOBERSUP				1,050.00				
						1,050.00				
1274 Hood's Gardens, Inc.	0000	22501077	EFT	12/28/2025	58584		108441	115936		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106193 42200		GFICPKSMNTOBERSUP				5,770.00				
						5,770.00				
1274 Hood's Gardens, Inc.	0000	22501076	EFT	12/31/2025	58585		108443	115938		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106193 42200		GFICPKSMNTOBERSUP				6,900.00				
						6,900.00				
						CHECK TOTAL				13,720.00
1412 Hoosier Fire Equipmen	0000		EFT	12/05/2025	124598		108275	115764		
ACCOUNT DETAIL					LINE AMOUNT					
1 10105013 43100		GenLogist	PROSERVICE			232.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	232.00				
						232.00				
3229	Howard Asphalt LLC	0000	EFT	01/08/2026	57405		108888	116390		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20206191 42200	LRSICSR	OPERSUP			1,503.48				
					CHECK TOTAL	1,503.48				
						1,503.48				
3229	Howard Asphalt LLC	0000	22500857 EFT	01/10/2026	Pay#05-25-2		109007	116584		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 25904010 44200	WHLTXEN	INFRSTR			151,591.03				
					CHECK TOTAL	151,591.03				
						151,591.03				
5236	Howmedica Osteonics C	0000	EFT	12/20/2025	9210869520		108169	115654		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105012 42200	GenEMS	OPERSUP			696.00				
						696.00				
5236	Howmedica Osteonics C	0000	EFT	12/31/2025	9210941663		108446	115941		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105012 42200	GenEMS	OPERSUP			20.35				
						20.35				
5236	Howmedica Osteonics C	0000	22501144 EFT	01/07/2026	9211006651		108785	116288		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105010 44500	GenFire	MACHEQPT			31,616.84				
						31,616.84				
5236	Howmedica Osteonics C	0000	22401340 EFT	01/09/2026	9211030063		108942	116517		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105012 42200	GenEMS	OPERSUP			7,343.70				
					CHECK TOTAL	7,343.70				
						39,676.89				
5970	HUNTER, TIMOTHY MATTH	0000	INV	12/19/2025	109039		109039	116617		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			59.18				
					CHECK TOTAL	59.18				
						59.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5437	IN Franchising LLC	0000	22500772	EFT	12/31/2025	1087		108944	116519		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			1,550.00				
							1,550.00				
5437	IN Franchising LLC	0000	22500772	EFT	12/31/2025	1099		108945	116520		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			825.00				
	2 10107010 43100		GenParks	PROSERVICE			50.00				
							875.00				
5437	IN Franchising LLC	0000		EFT	01/04/2026	1134		108947	116522		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				
5437	IN Franchising LLC	0000		EFT	01/08/2026	1135		108948	116523		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				
5437	IN Franchising LLC	0000		EFT	01/09/2026	1136		108949	116524		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				
5437	IN Franchising LLC	0000		EFT	01/10/2026	1137		108950	116525		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				
5437	IN Franchising LLC	0000		EFT	01/11/2026	1138		108951	116526		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				
5437	IN Franchising LLC	0000		EFT	01/12/2026	1139		108953	116528		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				
5437	IN Franchising LLC	0000		EFT	01/13/2026	1140		108954	116529		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			500.00				
							500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	5,925.00				
1596	Indiana Association o	0000	EFT	09/19/2025	122373		108935	116510		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10101011 43200	GenMayorOf	COMMTRANS			345.00				
					CHECK TOTAL	345.00				
5982	INDIANA FLIPS LLC	0000	INV	12/19/2025	109052		109052	116630		
	ACCOUNT DETAIL				LINE AMOUNT					
1	60600000 34900	Sew	USERFEES			362.81				
					CHECK TOTAL	362.81				
1543	Indiana Oxygen Compan	0000	EFT	12/07/2025	10756122		108285	115774		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10107010 42200	GenParks	OPERSUP			483.75				
						483.75				
1543	Indiana Oxygen Compan	0000	EFT	12/03/2025	10753414		108286	115775		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10107010 42200	GenParks	OPERSUP			152.38				
						152.38				
1543	Indiana Oxygen Compan	0000	EFT	01/07/2026	10773644		108998	116576		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10105013 42200	GenLogist	OPERSUP			479.78				
					CHECK TOTAL	1,115.91				
5925	Indiana Reindeer Comp	0000	EFT	12/05/2025	2517		108439	115935		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10107010 43100	GenParks	PROSERVICE			2,000.00				
					CHECK TOTAL	2,000.00				
2399	Indiana Testing Inc	0000	EFT	01/04/2026	161584		108952	116527		
	ACCOUNT DETAIL				LINE AMOUNT					
1	60609014 43100	SewPWWater	PROSERVICE			65.00				
						65.00				

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WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
793	Indiana Underground P	0000	EFT	01/09/2026	INV-21497		109117	116695		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60603011 43100	SewPI	PROSERVICE		1,757.50					
					CHECK TOTAL	1,757.50				
1823	Irving Materials, Inc	0000	22500676 EFT	12/19/2025	71552712		108434	115928		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20206191 42200	LRSICSRTS	OPERSUP		1,218.20					
					CHECK TOTAL	1,218.20				
2751	J.B. Poindexter & Co.	0000	EFT	12/19/2025	43020106		108222	115709		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 42200	MVHFleet	OPERSUP		1,435.00					
					CHECK TOTAL	1,435.00				
5968	JACK, DAVID M.	0000	INV	12/19/2025	109037		109037	116615		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES		59.18					
					CHECK TOTAL	59.18				
3517	James Meyerchick	0000	INV	12/20/2025	F25-022		108396	115887		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108013 43200	GenInvstgt	COMMTRANS		170.00					
					CHECK TOTAL	170.00				
3170	Jay Settergren	0000	INV	12/20/2025	F25-022		108403	115895		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108013 43200	GenInvstgt	COMMTRANS		170.00					
					CHECK TOTAL	170.00				

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WARRANT: 121925 12/16/2025
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256	Jeffery Meyer	0000		EFT	01/01/2026	046741		108417	115910		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		4.81					
							4.81				
3256	Jeffery Meyer	0000	22401223	EFT	01/05/2026	046788		108673	116174		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		1,950.35					
							1,950.35				
3256	Jeffery Meyer	0000		EFT	01/05/2026	046791		108833	116336		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		986.42					
							986.42				
3256	Jeffery Meyer	0000		EFT	01/05/2026	046816		108835	116338		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		100.48					
							100.48				
3256	Jeffery Meyer	0000		EFT	01/05/2026	046817		108837	116340		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		129.05					
							129.05				
							CHECK TOTAL				
							3,171.11				
2825	John W Porter	0000		EFT	12/11/2025	532102		108349	115839		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		60.00					
							60.00				
							CHECK TOTAL				
							60.00				
4398	Kacy Brobst	0000		INV	01/09/2026	121025		109070	116648		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43100		MNCPLHDFNBROSERVICE			54.32					
							54.32				
							CHECK TOTAL				
							54.32				
2690	Keith Benbow	0000		INV	12/20/2025	F25-022		108390	115881		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTRANS		200.44					
							200.44				

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	200.44				
3217	Keith Kunda	0000	EFT	12/11/2025	532102		108354	115844		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101016 43100	GenPR	PROSERVICE			60.00				
					CHECK TOTAL	60.00				
5838	Kelly Landscaping Ser	0000	EFT	12/25/2025	15831		108351	115841		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 44920	GenContr	CAPEXP			155,283.50				
					CHECK TOTAL	155,283.50				
4292	Kevin L Durfee	0000	EFT	12/11/2025	532102		108356	115846		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101016 43100	GenPR	PROSERVICE			60.00				
					CHECK TOTAL	60.00				
2442	Kevin Starkey	0000	INV	12/20/2025	F25-281		108416	115909		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108013 43200	GenInvstgt	COMMTRANS			300.00				
					CHECK TOTAL	300.00				
4518	Keystone Cooperative	0000	EFT	12/25/2025	2016133526		108223	115710		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 42221	MVHFleet	FUEL			1,757.65				
							1,757.65			
4518	Keystone Cooperative	0000	22501150 EFT	12/25/2025	201613527		108563	116064		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 42221	MVHFleet	FUEL			3,510.12				
							3,510.12			
4518	Keystone Cooperative	0000	EFT	12/25/2025	201613174		108564	116065		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 42221	MVHFleet	FUEL			1,542.93				
							1,542.93			

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Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4518	Keystone Cooperative	0000	22501209	EFT	12/25/2025	201307811		108598	116099		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		15,807.85					
	2 20106010 42221		MVHFleet	FUEL		1,742.32					
	3 62606010 42221		SWFleet	FUEL		416.83					
							17,967.00				
4518	Keystone Cooperative	0000		EFT	12/25/2025	201613526		108634	116136		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		1,757.65					
							1,757.65				
4518	Keystone Cooperative	0000	22501213	EFT	01/25/2026	201613724		108641	116142		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		3,943.81					
							3,943.81				
4518	Keystone Cooperative	0000	22501212	EFT	01/25/2026	201613739		108642	116143		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		3,376.78					
							3,376.78				
4518	Keystone Cooperative	0000		EFT	01/25/2026	201613897		108958	116533		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		1,677.63					
							1,677.63				
4518	Keystone Cooperative	0000		EFT	01/25/2026	201613905		108959	116535		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		639.93					
							639.93				
4518	Keystone Cooperative	0000		EFT	01/25/2026	201613898		108961	116538		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		138.09					
							138.09				
						CHECK TOTAL	36,311.59				
150	Kirby Risk Corporatio	0000		EFT	12/31/2025	S211111990.001		108458	115953		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			66.75					
							66.75				

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WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
150 Kirby Risk Corporatio	0000		EFT	12/31/2025	S211113329.001		108897	116400			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106193 42200		GFICPKSMNTOBERSUP				52.88					
						52.88					
						CHECK TOTAL					119.63
5044 Kirstene Danielle Adk	0000		EFT	12/10/2025	25-299A		108428	115922			
ACCOUNT DETAIL						LINE AMOUNT					
1 10107010 43100		GenParks PROSERVICE				1,000.00					
						1,000.00					
						CHECK TOTAL					1,000.00
5044 Kirstene Danielle Adk	0000		EFT	12/12/2025	25-300A		108431	115925			
ACCOUNT DETAIL						LINE AMOUNT					
1 10107010 43100		GenParks PROSERVICE				300.00					
						300.00					
						CHECK TOTAL					1,300.00
117 Kleen-It Group, Inc	0000	22500125	EFT	12/15/2025	87423		108957	116532			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109012 43100		GenPWBuild PROSERVICE				16,433.38					
						16,433.38					
						CHECK TOTAL					16,433.38
117 Kleen-It Group, Inc	0000	22500125	EFT	12/23/2025	87460		108997	116574			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109012 43100		GenPWBuild PROSERVICE				1,300.00					
						1,300.00					
						CHECK TOTAL					17,733.38
5985 KNOSE, JAMES & SUSAN	0000		INV	12/19/2025	109055		109055	116633			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew USERFEES				705.26					
						705.26					
						CHECK TOTAL					705.26
3513 Knox Handmade LLC-Mas	0000		EFT	11/19/2025	FMPG087A		108258	115746			
ACCOUNT DETAIL						LINE AMOUNT					
1 27807010 43100		CPP PROSERVICE				81.00					
						81.00					
						CHECK TOTAL					81.00

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
152	Krieg Devault LLP	0000	22500031	EFT	12/17/2025	589220		108335	115824	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		5,500.00	5,500.00			
152	Krieg Devault LLP	0000	22500031	EFT	12/24/2025	589803		108337	115826	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		3,514.74				
	2 10101011 43100		GenMayorOf	PROSERVICE		1,182.76				
							4,697.50			
						CHECK TOTAL	10,197.50			
5691	KS Statebank	0000		EFT	01/15/2026	64315-1-2026		108225	115712	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27907054 44905		CCFHlthWII	CAPLEASPMT		11,388.00	11,388.00			
						CHECK TOTAL	11,388.00			
5684	Language Training Cen	0000		EFT	01/11/2026	INV202512		109082	116659	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		950.00	950.00			
						CHECK TOTAL	950.00			
3213	Larry Lemon	0000		EFT	12/11/2025	532102		108352	115842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		60.00	60.00			
						CHECK TOTAL	60.00			
208	Ethan Lee	0000		INV	10/25/2025	09252025		107918	115393	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43200		GenHR	COMMTRANS		106.24	106.24			
						CHECK TOTAL	106.24			
1548	Adam Lee	0000		INV	12/20/2025	F25-022		108411	115904	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		170.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						170.00				
					CHECK TOTAL	170.00				
936	Lehman's Inc of Ander	0000	22500961	EFT	01/01/2026	22096	108535	116036		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			5,404.03				
						5,404.03				
936	Lehman's Inc of Ander	0000	22500505	EFT	12/26/2025	22032	108697	116200		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			371.50				
						371.50				
936	Lehman's Inc of Ander	0000	22501041	EFT	12/26/2025	22055	108762	116265		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			4,644.35				
						4,644.35				
					CHECK TOTAL	10,419.88				
218	Lifeline Data Centers	0000	22500817	EFT	12/31/2025	37158	108826	116329		
	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				
5943	LINDQUIST, DAWN M	0000		INV	12/19/2025	109010	109010	116587		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62600000 34900		SW USERFEES			1,438.56				
						1,438.56				
					CHECK TOTAL	1,438.56				
3792	Lindsey Bennett	0000		INV	01/14/2026	APWA25	109120	116698		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43200		GenMayorOf COMMTRANS			1,572.09				
						1,572.09				
3792	Lindsey Bennett	0000		INV	01/14/2026	Bennett-AIM25	109123	116701		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43200		GenMayorOf COMMTRANS			316.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						316.22				
					CHECK TOTAL	1,888.31				
5038	Lorena Valois	0000	INV	01/01/2026	12225		108542	116043		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 43100	GenContr	PROSERVICE			6.08				
						6.08				
5038	Lorena Valois	0000	INV	01/01/2026	12225dpt		108543	116044		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 42200	GenContr	OPERSUP			12.00				
						12.00				
					CHECK TOTAL	18.08				
289	Macallister Machinery	0000	EFT	12/20/2025	R64684483803		108172	115657		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			220.30				
						220.30				
289	Macallister Machinery	0000	EFT	12/21/2025	MS10787480		108193	115680		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 43100	MVHFleet	PROSERVICE			266.00				
						266.00				
289	Macallister Machinery	0000	EFT	12/26/2025	R64689106401		108478	115977		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 43100	SewPWWater	PROSERVICE			1,041.50				
						1,041.50				
289	Macallister Machinery	0000	22501132	EFT	12/19/2025	S10775894	108531	116031		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 43100	MVHFleet	PROSERVICE			4,738.10				
						4,738.10				
289	Macallister Machinery	0000	22501054	EFT	12/21/2025	MS10786541	108536	116037		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 42200	MVHFleet	OPERSUP			3,271.50				
						3,271.50				
289	Macallister Machinery	0000	22501192	EFT	04/06/2025	R64623873004	108637	116139		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20209011 43100	LRSPWSTRT	PROSERVICE			2,473.00				
						2,473.00				
					CHECK TOTAL	12,010.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
2457 MacQueen Equipment LL	0000	22501084	EFT	12/30/2025	W05359		108302	115791			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106010 42200		GenFleet	OPERSUP			751.48					
						751.48					
2457 MacQueen Equipment LL	0000	22401066	EFT	01/04/2026	P59081		108680	116181			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105015 42231		GenSafeTr	UNIFORMS			374.63					
2 10105012 42200		GenEMS	OPERSUP			76.97					
						451.60					
2457 MacQueen Equipment LL	0000		EFT	01/09/2026	P59329		108938	116513			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105015 42200		GenSafeTr	OPERSUP			492.38					
						492.38					
						CHECK TOTAL					
						1,695.46					
3246 Main Event Merchandis	0000	22401019	EFT	12/18/2025	336389-01		108340	115830			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101017 42200		GenFndCS	OPERSUP			5,056.07					
						5,056.07					
						CHECK TOTAL					
						5,056.07					
2974 Marc A Williams	0000		EFT	12/04/2025	FISHERSPARKSREINDEER		108442	115937			
ACCOUNT DETAIL						LINE AMOUNT					
1 10107010 43100		GenParks	PROSERVICE			1,000.00					
						1,000.00					
						CHECK TOTAL					
						1,000.00					
253 Martin Marietta Mater	0000	22400347	EFT	12/17/2025	47923308		108426	115919			
ACCOUNT DETAIL						LINE AMOUNT					
1 20206191 42200		LRSICSRTS	OPERSUP			175.90					
						175.90					
						CHECK TOTAL					
						175.90					
5960 MARTIN, CHRISTOPHER &	0000		INV	12/19/2025	109029		109029	116607			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			118.36					
						118.36					
						CHECK TOTAL					
						118.36					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	118.36				
1739	Robert Mayfield	0000	INV	12/20/2025	F25-022		108412	115905		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10108013 43200	GenInvstgt	COMMTRANS			170.00				
					CHECK TOTAL	170.00				
1622	Kyle Mcferran	0000	INV	12/20/2025	F25-022		108395	115886		
	ACCOUNT DETAIL				LINE AMOUNT					
1	10108013 43200	GenInvstgt	COMMTRANS			170.00				
					CHECK TOTAL	170.00				
5972	MCINTOSH, TRENT & NAT	0000	INV	12/19/2025	109042		109042	116620		
	ACCOUNT DETAIL				LINE AMOUNT					
1	60600000 34900	Sew	USERFEES			59.18				
					CHECK TOTAL	59.18				
2236	McKesson Medical-Surg	0000	EFT	12/20/2025	83429288		108365	115854		
	ACCOUNT DETAIL				LINE AMOUNT					
1	21105058 42200	MNCPLHDFNDPERSUP				240.48				
2	21205058 42200	CHD OPERSUP				5,612.34				
						5,852.82				
2236	McKesson Medical-Surg	0000	EFT	12/24/2025	83526831		108571	116072		
	ACCOUNT DETAIL				LINE AMOUNT					
1	21205058 42200	CHD OPERSUP				1,363.04				
						1,363.04				
2236	McKesson Medical-Surg	0000	EFT	01/02/2026	83746941		108623	116125		
	ACCOUNT DETAIL				LINE AMOUNT					
1	21205058 42200	CHD OPERSUP				775.00				
						775.00				
2236	McKesson Medical-Surg	0000	EFT	01/03/2026	83781200		108784	116287		
	ACCOUNT DETAIL				LINE AMOUNT					
1	21105058 42200	MNCPLHDFNDPERSUP				51.73				
2	21205058 42200	CHD OPERSUP				15,207.83				
						15,259.56				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	23,250.42				
232	McMaster-Carr Supply	0000	EFT	12/25/2025	55956777		108489	115988		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106010 42200	MVHFleet	OPERSUP			29.59				
							29.59			
232	McMaster-Carr Supply	0000	EFT	01/09/2026	56669924		108975	116552		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 42200	SewPWWater	OPERSUP			29.35				
							29.35			
					CHECK TOTAL	58.94				
2743	Med-Bill Corporation	0000	EFT	12/28/2025	MB-10590		108336	115825		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10105012 43100	GenEMS	PROSERVICE			10,867.00				
							10,867.00			
					CHECK TOTAL	10,867.00				
542	Melissa Kaye Brennema	0000	EFT	01/07/2026	1363		108827	116330		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106050 43100	GenIT	PROSERVICE			1,933.74				
	2 60606050 43100	SewIT	PROSERVICE			414.38				
	3 62606050 43100	SWIT	PROSERVICE			414.38				
							2,762.50			
					CHECK TOTAL	2,762.50				
266	Menard Inc	0000	EFT	12/20/2025	8518		108211	115698		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106192 42200	GFICBLDGMN	OPERSUP			31.99				
							31.99			
266	Menard Inc	0000	EFT	12/20/2025	8517		108212	115699		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106192 42200	GFICBLDGMN	OPERSUP			-19.97				
							-19.97			
266	Menard Inc	0000	EFT	12/20/2025	8505		108213	115700		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106192 42200	GFICBLDGMN	OPERSUP			54.99				
							54.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	12/06/2025	7728		108262	115751		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			249.35				
							249.35				
266	Menard Inc	0000		EFT	12/17/2025	8269		108263	115752		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			284.48				
							284.48				
266	Menard Inc	0000		EFT	12/21/2025	8528		108264	115753		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			313.87				
							313.87				
266	Menard Inc	0000		EFT	12/24/2025	8683		108265	115754		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			149.67				
							149.67				
266	Menard Inc	0000		EFT	12/25/2025	8757		108444	115939		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			75.06				
							75.06				
266	Menard Inc	0000		EFT	12/18/2025	8358		108445	115940		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP			24.25				
							24.25				
266	Menard Inc	0000		EFT	12/28/2025	8897		108450	115945		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			136.13				
							136.13				
266	Menard Inc	0000		EFT	12/31/2025	9074		108451	115946		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			166.15				
							166.15				
266	Menard Inc	0000		EFT	01/08/2026	9450		108843	116347		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP			142.43				
							142.43				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	01/02/2026	9157		108847	116350		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			94.79				
							94.79				
266	Menard Inc	0000		EFT	01/02/2026	9201		108848	116351		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			77.21				
							77.21				
266	Menard Inc	0000		EFT	01/07/2026	9430		108849	116352		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			116.69				
							116.69				
266	Menard Inc	0000		EFT	01/08/2026	9489		108855	116358		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			156.13				
							156.13				
266	Menard Inc	0000		EFT	12/19/2025	8451		108895	116398		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP				309.24				
							309.24				
266	Menard Inc	0000		EFT	12/19/2025	8465		108898	116401		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP				19.97				
							19.97				
266	Menard Inc	0000		EFT	12/11/2025	8016		108904	116407		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP				104.78				
							104.78				
						CHECK TOTAL	2,487.21				
5195	MES I Acquisition Inc	0000		EFT	12/19/2025	IN2383969		108220	115706		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP			930.00				
							930.00				
						CHECK TOTAL	930.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5951	MESSICK, SCOTT & ERIN	0000		INV	12/19/2025	109019		109019	116597		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		100.78					
							100.78				
						CHECK TOTAL	100.78				
434	Michael A Reuter Cons	0000		EFT	12/24/2025	Reuter126		108227	115714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601013 43100		SewContr	PROSERVICE		425.00					
	2 62601013 43100		SWContr	PROSERVICE		425.00					
	3 10101013 43100		GenContr	PROSERVICE		1,698.00					
							2,548.00				
						CHECK TOTAL	2,548.00				
3288	Midwest Fiber Holding	0000	22500818	EFT	12/31/2025	E-2512013126323		108366	115856		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,375.00					
							1,375.00				
						CHECK TOTAL	1,375.00				
257	Midwest Garage Door S	0000		EFT	12/31/2025	40889		108610	116111		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		452.00					
							452.00				
						CHECK TOTAL	452.00				
5235	Midwest Paving LLC	0000	22500509	EFT	01/10/2026	Pay #07-25-1		109005	116582		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 25904010 44200		WHLTXENG	INFRSTR		9,444.06					
	2 27054010 44920		GRNTEng	CAPEXP		9,444.06					
							18,888.12				
						CHECK TOTAL	18,888.12				
5665	Midwestern Electric,	0000	22500832	EFT	12/30/2025	25134SM-2511		109071	116649		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		3,432.90					
							3,432.90				
						CHECK TOTAL	3,432.90				

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Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
331	Milestone Contractors	0000	22501023	EFT	12/20/2025	191844		108433	115927	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206191 42200		LRSICSR	OPERSUP			207.69			
							207.69			
331	Milestone Contractors	0000	22501023	EFT	12/29/2025	192165		108436	115930	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206191 42200		LRSICSR	OPERSUP			144.90			
							144.90			
						CHECK TOTAL	352.59			
2252	Millers Towing and Tr	0000		EFT	12/19/2025	199049		108550	116051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			70.00			
							70.00			
2252	Millers Towing and Tr	0000		EFT	11/19/2025	198030		108551	116052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			70.00			
							70.00			
2252	Millers Towing and Tr	0000		EFT	01/06/2026	199549		108689	116191	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			85.00			
							85.00			
2252	Millers Towing and Tr	0000		EFT	01/10/2026	199658		108891	116394	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			73.00			
							73.00			
						CHECK TOTAL	298.00			
5964	MITRANI, JOSEPH W.	0000		INV	12/19/2025	109033		109033	116611	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			59.18			
							59.18			
						CHECK TOTAL	59.18			
2055	MJ Insurance Inc	0000		EFT	12/12/2025	407633		108937	116512	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE			44,100.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						44,100.00				
					CHECK TOTAL	44,100.00				
272	Morphey Construction,	0000		EFT	12/20/2025		108268	115757		
	ACCOUNT DETAIL									
	1 10101013 44920	GenContr	CAPEXP			178,686.94				
										178,686.94
272	Morphey Construction,	0000		EFT	01/08/2026		108842	116345		
	ACCOUNT DETAIL									
	1 10101013 44920	GenContr	CAPEXP			151,165.30				
										151,165.30
										CHECK TOTAL
										329,852.24
272	Morphey Construction,	0000	22500524	EFT	01/08/2026		108841	116344		
	ACCOUNT DETAIL									
	1 27074010 44200	PIFENG	INFRSTR			45,000.00				
	2 27074010 44200	PIFENG	INFRSTR			45,000.00				
	3 27074010 44200	PIFENG	INFRSTR			44,861.07				
										134,861.07
										CHECK TOTAL
										134,861.07
845	Multi Service Technol	0000		EFT	12/10/2025		108877	116380		
	ACCOUNT DETAIL									
	1 10106193 42200	GFICPKSMNTOBERSUP				247.49				
										247.49
845	Multi Service Technol	0000		EFT	12/20/2025		108878	116381		
	ACCOUNT DETAIL									
	1 10106193 42200	GFICPKSMNTOBERSUP				184.49				
										184.49
845	Multi Service Technol	0000		EFT	12/31/2025		108879	116382		
	ACCOUNT DETAIL									
	1 10106193 42200	GFICPKSMNTOBERSUP				247.49				
										247.49
845	Multi Service Technol	0000		EFT	01/04/2026		108880	116383		
	ACCOUNT DETAIL									
	1 10106193 42200	GFICPKSMNTOBERSUP				250.00				
										250.00

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
845	Multi Service Technol	0000		EFT	01/04/2026	579ST1-2773158		108881	116384		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			250.00					
							250.00				
845	Multi Service Technol	0000		EFT	01/04/2026	579ST1-2773187		108882	116385		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			247.49					
							247.49				
845	Multi Service Technol	0000		EFT	01/04/2026	579ST1-2773372		108883	116386		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			229.49					
							229.49				
845	Multi Service Technol	0000		EFT	01/04/2026	579ST1-2773268		108884	116387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			170.00					
							170.00				
845	Multi Service Technol	0000		EFT	12/13/2025	579ST1-2509118		108885	116388		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS OPERSUP			224.99					
							224.99				
845	Multi Service Technol	0000		EFT	12/13/2025	579ST1-2509224		108886	116389		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS OPERSUP			224.99					
							224.99				
845	Multi Service Technol	0000		EFT	01/03/2026	579ST1-2759353		108887	116391		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS OPERSUP			225.00					
							225.00				
845	Multi Service Technol	0000		EFT	01/08/2026	579ST1-2833595		108890	116393		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS OPERSUP			225.00					
							225.00				
							225.00				
							CHECK TOTAL				
							2,726.43				
5966	NAGY, STEPHAN & MELAN	0000		INV	12/19/2025	109035		109035	116613		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		118.36					
							118.36				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	118.36				
903 NCH Corporation	0000		EFT	12/10/2025	9413539		108481	115980		
					ACCOUNT DETAIL	LINE AMOUNT				
1 10109012 43100		GenPWBuild	PROSERVICE			377.50				
					CHECK TOTAL	377.50				
2716 Nelson & Co LLC	0000		EFT	11/30/2025	SI177723		107485	114923		
					ACCOUNT DETAIL	LINE AMOUNT				
1 10108011 42200		GenPDAdmin	OPERSUP			63.95				
						63.95				
2716 Nelson & Co LLC	0000		EFT	11/29/2025	SI177683		107487	114925		
					ACCOUNT DETAIL	LINE AMOUNT				
1 10108011 42200		GenPDAdmin	OPERSUP			439.35				
						439.35				
2716 Nelson & Co LLC	0000		EFT	12/24/2025	SI178473		108229	115715		
					ACCOUNT DETAIL	LINE AMOUNT				
1 10108011 42200		GenPDAdmin	OPERSUP			301.00				
						301.00				
2716 Nelson & Co LLC	0000	22501025	EFT	12/20/2025	SI178409		108327	115817		
					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	12/21/2025	SI178439		108328	115818		
					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		EFT	12/25/2025	SI178675		108540	116041		
					ACCOUNT DETAIL	LINE AMOUNT				
1 10105012 42200		GenEMS	OPERSUP			141.40				
						141.40				
2716 Nelson & Co LLC	0000		EFT	01/07/2026	SI178824		108690	116193		
					ACCOUNT DETAIL	LINE AMOUNT				
1 10105013 42200		GenLogist	OPERSUP			501.64				
						501.64				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	01/07/2026	SI178819		108691	116194		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		97.53					
							97.53				
2716	Nelson & Co LLC	0000		EFT	01/09/2026	SI178928		108929	116432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		133.30					
							133.30				
2716	Nelson & Co LLC	0000		EFT	01/09/2026	SI178946		108930	116451		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		161.63					
							161.63				
2716	Nelson & Co LLC	0000		EFT	01/09/2026	SI178949		108931	116457		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		121.13					
							121.13				
						CHECK TOTAL	3,386.13				
327	Nelson Alarm Inc.	0000		INV	12/21/2025	251201597		108371	115863		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		450.00					
							450.00				
327	Nelson Alarm Inc.	0000		INV	12/21/2025	251201367		108372	115864		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		253.00					
							253.00				
						CHECK TOTAL	703.00				
3733	Next Bite LLC	0000		EFT	12/23/2025	11380		108817	116320		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		450.00					
							450.00				
3733	Next Bite LLC	0000		EFT	12/23/2025	11381		108819	116322		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		450.00					
							450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
3733 Next Bite LLC	0000		EFT	12/23/2025	11382		108820	116323			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109012 43100		GenPWBuild	PROSERVICE			469.99					
						CHECK TOTAL	469.99				
							1,369.99				
2689 Nick Smiley	0000		INV	12/20/2025	F25-022		108407	115900			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMMTRANS			170.00					
						CHECK TOTAL	170.00				
							170.00				
5953 NONDORF, LUKE C.	0000		INV	12/19/2025	109021		109021	116599			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			50.39					
						CHECK TOTAL	50.39				
							50.39				
2184 North American Rescue	0000		EFT	12/26/2025	IN942203		108339	115829			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105012 42200		GenEMS	OPERSUP			1,821.15					
						CHECK TOTAL	1,821.15				
							1,821.15				
1887 Occupational Health C	0000		EFT	12/25/2025	1016966850		108844	116346			
ACCOUNT DETAIL						LINE AMOUNT					
1 60609014 43100		SewPWWater	PROSERVICE			89.00					
						CHECK TOTAL	89.00				
							89.00				
1887 Occupational Health C	0000		EFT	01/01/2026	1016986169		108874	116377			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			240.00					
						CHECK TOTAL	240.00				
							329.00				
335 Office Three Sixty In	0000		EFT	12/25/2025	3309478		108508	116004			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106193 42200		GFICPKSMNT	OPERSUP			98.46					
						CHECK TOTAL	98.46				
							98.46				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
335	Office Three Sixty In	0000		EFT	12/25/2025	3309478B1		108509	116008		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			97.79					
							97.79				
335	Office Three Sixty In	0000		EFT	01/03/2026	3315124		108621	116123		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDOPERSUP			39.99					
							39.99				
335	Office Three Sixty In	0000		EFT	11/20/2025	3281153		108644	116145		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 42200		GenPI OPERSUP			138.70					
							138.70				
335	Office Three Sixty In	0000		EFT	01/01/2026	3311889		108795	116298		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			77.76					
							77.76				
							CHECK TOTAL				
							452.70				
99995	ANTHEM MEDICAID PATHW	0000		INV	12/21/2025	FD2025-90006702:1		109003	116580		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 36000		GenEMS OTHEREV			93.49					
							93.49				
							CHECK TOTAL				
							93.49				
99995	Anthony David Jr	0000		INV	11/23/2025	David_2305341		108731	116230		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43901		CHD REFUNDS			64.00					
							64.00				
							CHECK TOTAL				
							64.00				
99996	Conner Creek HOA	0000		INV	01/07/2026	ConnerCreekHOA		108744	116247		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater Cont Exp			49,500.00					
							49,500.00				
							CHECK TOTAL				
							49,500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
99996	Kirk Green	0000		INV	01/07/2026	Kirk_Green		108994	116571		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		344.23					
							344.23				
						CHECK TOTAL	344.23				
99996	Mila Slepaya	0000		INV	12/24/2025	Mila_Slepaya		108221	115708		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		1,508.68					
							1,508.68				
						CHECK TOTAL	1,508.68				
99996	Northfield Homeowners	0000		INV	12/21/2025	Northfield_HOA		108217	115704		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		4,790.01					
							4,790.01				
						CHECK TOTAL	4,790.01				
99996	South Avalon Estates	0000		INV	01/01/2026	SoAvalonEstHOA		108730	116234		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		3,000.00					
							3,000.00				
						CHECK TOTAL	3,000.00				
99996	Villages At Geist HOA	0000		INV	12/25/2025	VillagesAtGeistHOA.2		108277	115766		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43905		SWPWWater	Cont Exp		2,997.50					
							2,997.50				
						CHECK TOTAL	2,997.50				
2470	OnPoint Hub & Spoke L	0000		EFT	01/01/2026	1/26 Rent		108628	116130		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		38,763.59					
							38,763.59				
						CHECK TOTAL	38,763.59				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5942	OROURKE, DENNIS & REN	0000		INV	12/19/2025	109009		109009	116586		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62600000 34900		SW	USERFEES			79.92				
							79.92				
							CHECK TOTAL				79.92
347	Otis Elevator Company	0000		EFT	12/01/2025	100402129956		108253	115741		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			158.05				
							158.05				
347	Otis Elevator Company	0000		EFT	12/01/2025	100402129783		108254	115742		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			1,034.52				
							1,034.52				
347	Otis Elevator Company	0000		EFT	12/01/2025	100402129716		108255	115743		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			889.05				
							889.05				
							CHECK TOTAL				2,081.62
5002	Otodus Megalodon Prop	0000		EFT	01/14/2026	202COF-CPG		108999	116575		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 44920		FishersI69	CAPEXP			132,950.00				
							132,950.00				
							CHECK TOTAL				132,950.00
340	Ott Equipment Service	0000		EFT	12/11/2025	49960		108177	115663		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606010 43100		SWFleet	PROSERVICE			821.17				
							821.17				
							CHECK TOTAL				821.17
3198	Outdoor Home Services	0000	22500144	EFT	11/16/2025	218012407		108477	115973		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE			27,469.71				
							27,469.71				
							CHECK TOTAL				27,469.71

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3972 Parker Fence LLC3	0000		EFT	01/10/2026	1935		109002	116579		
ACCOUNT DETAIL					LINE AMOUNT					
1 10101013 44920		GenContr	CAPEXP			7,786.00				
						7,786.00				
						CHECK TOTAL	7,786.00			
1608 Jason Peasley	0000		INV	12/20/2025	F25-281		108414	115907		
ACCOUNT DETAIL					LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMMTRANS			300.00				
						300.00				
						CHECK TOTAL	300.00			
4035 People Driven Technol	0000	22401200	EFT	01/10/2026	INV26921		109062	116640		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			225.00				
2 60606050 43100		SewIT	PROSERVICE			90.00				
3 62606050 43100		SWIT	PROSERVICE			22.50				
						337.50				
						CHECK TOTAL	476.25			
4035 People Driven Technol	0000	22401200	EFT	01/08/2026	INV26760		109063	116641		
ACCOUNT DETAIL					LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			92.50				
2 60606050 43100		SewIT	PROSERVICE			37.00				
3 62606050 43100		SWIT	PROSERVICE			9.25				
						138.75				
						CHECK TOTAL	476.25			
5931 Pithos Group LLC	0000	22501152	EFT	12/07/2025	284		108432	115926		
ACCOUNT DETAIL					LINE AMOUNT					
1 10107010 43100		GenParks	PROSERVICE			2,500.00				
						2,500.00				
						CHECK TOTAL	2,500.00			
4900 Pledge Realty Corp	0000		EFT	01/04/2026	2026 Insurance Reimb		108608	116109		
ACCOUNT DETAIL					LINE AMOUNT					
1 47140000 43100		FishersI69	PROSERVICE			10,060.50				
						10,060.50				
						CHECK TOTAL	10,060.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
366	Plumbers Supply Compa	0000		EFT	12/25/2025	91313852		108215	115702		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		268.11					
							268.11				
						CHECK TOTAL	268.11				
4745	Porta Palace LLC	0000	22501187	EFT	12/06/2025	1136		108460	115954		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		2,250.00					
							2,250.00				
						CHECK TOTAL	3,600.00				
4745	Porta Palace LLC	0000		EFT	08/20/2025	149		108613	116114		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,350.00					
							1,350.00				
						CHECK TOTAL	3,600.00				
4207	Propio LS LLC	0000		EFT	12/30/2025	0193801125		108693	116196		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102100 43100		GenCourt	PROSERVICE		10.34					
							10.34				
4207	Propio LS LLC	0000	22401042	EFT	12/30/2025	0197551125		108834	116337		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		102.47					
							102.47				
4207	Propio LS LLC	0000	22401042	EFT	12/30/2025	0193791125		108836	116339		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		108.52					
							108.52				
4207	Propio LS LLC	0000	22401042	EFT	12/30/2025	0193841125		108838	116341		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		22.85					
							22.85				
						CHECK TOTAL	244.18				
3328	Proveli LLC	0000		EFT	11/13/2025	151685		108488	115987		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		1,167.50					
							1,167.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	1,167.50				
5379	PSW Holdings LLC	0000	EFT	12/04/2025	44801		108796	116299		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			274.00				
					CHECK TOTAL	274.00				
375	PTR, Inc.	0000	EFT	12/13/2025	1111303		108453	115948		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10107010 43100		GenParks PROSERVICE			1,036.70				
					CHECK TOTAL	1,036.70				
5431	Purpose Enterprises I	0000	EFT	12/09/2025	435		108373	115865		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106050 43100		GenIT PROSERVICE			36,000.00				
	2 60606050 43100		SewIT PROSERVICE			9,000.00				
						45,000.00				
5431	Purpose Enterprises I	0000	EFT	12/09/2025	436		108375	115866		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10106050 43100		GenIT PROSERVICE			14,000.00				
					CHECK TOTAL	59,000.00				
374	PVS Nolwood Chemicals	0000	EFT	01/02/2026	23952425		108679	116180		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			10,179.00				
					CHECK TOTAL	10,179.00				
5973	RACE, DAVID & SALLY	0000	INV	12/19/2025	109043		109043	116621		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900		Sew USERFEES			59.18				
					CHECK TOTAL	59.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
4953	Rachael Coverdale	0000	EFT	12/05/2025	12/25 Agreement		108289	115778			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 10101011 43100	GenMayorOf	PROSERVICE		4,800.00						
						4,800.00					
4953	Rachael Coverdale	0000	EFT	12/15/2025	3922		109122	116700			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 27907051 43100	CCFAdmin	PROSERVICE		7,000.00						
						7,000.00					
					CHECK TOTAL	11,800.00					
215	Relx Inc	0000	EFT	03/01/2026	3096181887		108591	116092			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 10102100 43100	GenCourt	PROSERVICE		588.00						
						588.00					
					CHECK TOTAL	588.00					
5928	RENT-A-BIT, INC	0000	EFT	12/13/2025	IND46031		108461	115957			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 10107010 43100	GenParks	PROSERVICE		1,071.33						
						1,071.33					
					CHECK TOTAL	1,071.33					
805	Republic Services of	0000	EFT	12/20/2025	0761-007095273		108624	116126			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 10109012 43100	GenPWBuild	PROSERVICE		224.69						
						224.69					
					CHECK TOTAL	224.69					
5961	RICCITELLI, KEITH & N	0000	INV	12/19/2025	109030		109030	116608			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 60600000 34900	Sew	USERFEES		59.18						
						59.18					
					CHECK TOTAL	59.18					
5884	ROBINSON, DUANE & CHR	0000	INV	12/19/2025	109013		109013	116590			
	ACCOUNT DETAIL				LINE AMOUNT						
	1 60600000 34900	Sew	USERFEES		59.18						
						59.18					
						59.18					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	59.18				
5975	ROSSER, JONATHAN & KA	0000	INV	12/19/2025	109045		109045	116623		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			59.18				
					CHECK TOTAL	59.18				
5956	ROWLETT, TODD & JENNI	0000	INV	12/19/2025	109025		109025	116603		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			59.18				
					CHECK TOTAL	59.18				
4397	Service Sanitation In	0000	EFT	01/04/2026	9248044		108873	116376		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10109013 43100	GenPWParks	PROSERVICE			240.00				
					CHECK TOTAL	240.00				
466	Sharp Printing Servic	0000	EFT	12/14/2025	111198		108173	115658		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 27907051 43300	CCFAdmin	PRINTADVER			562.50				
						562.50				
466	Sharp Printing Servic	0000	EFT	12/14/2025	111224		108184	115671		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 27907051 43300	CCFAdmin	PRINTADVER			20.00				
						20.00				
466	Sharp Printing Servic	0000	EFT	12/21/2025	110843		108194	115681		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10101013 42200	GenContr	OPERSUP			575.00				
						575.00				
466	Sharp Printing Servic	0000	EFT	12/21/2025	111243		108233	115721		
	ACCOUNT DETAIL				LINE AMOUNT					
	1 10108011 42200	GenPDAdmin	OPERSUP			1,450.00				
						1,450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
466	Sharp Printing Servic	0000		EFT	12/31/2025	111325		108474	115970		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43300		CCFAdmin	PRINTADVER		145.00					
							145.00				
466	Sharp Printing Servic	0000		EFT	12/31/2025	111289		108475	115971		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43300		CCFAdmin	PRINTADVER		115.00					
							115.00				
466	Sharp Printing Servic	0000		EFT	12/31/2025	111326		108476	115972		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43300		CCFAdmin	PRINTADVER		90.00					
							90.00				
466	Sharp Printing Servic	0000		EFT	12/31/2025	111359		108568	116069		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43300		MNCPLHDFNBRINTADVER			225.00					
							225.00				
466	Sharp Printing Servic	0000		EFT	01/03/2026	111379		108589	116090		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		445.00					
							445.00				
466	Sharp Printing Servic	0000		EFT	01/03/2026	111462		108614	116115		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		285.00					
							285.00				
466	Sharp Printing Servic	0000		EFT	01/03/2026	111459		108728	116232		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43300		CCFAdmin	PRINTADVER		165.00					
							165.00				
466	Sharp Printing Servic	0000		EFT	01/08/2026	111521		108846	116349		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		80.00					
							80.00				
466	Sharp Printing Servic	0000		EFT	01/08/2026	111518		108850	116353		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		275.00					
							275.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
466	Sharp Printing Servic	0000		EFT	01/03/2026	111487		108852	116355		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			165.00				
							165.00				
466	Sharp Printing Servic	0000		EFT	01/08/2026	111421		108858	116361		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43300		CCFAdmin	PRINTADVER			380.00				
							380.00				
466	Sharp Printing Servic	0000		EFT	01/09/2026	111519		109118	116696		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			770.00				
							770.00				
						CHECK TOTAL	5,747.50				
466	Sharp Printing Servic	0000		EFT	12/19/2025	111183		108296	115785		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 42200		MVHEng	OPERSUP			80.00				
							80.00				
						CHECK TOTAL	80.00				
496	Jared Sheets	0000		INV	12/20/2025	F25-022		108404	115897		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTRANS			170.00				
							170.00				
						CHECK TOTAL	170.00				
5768	Simple Indy LLC	0000		EFT	11/30/2025	PayApp002		108281	115770		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE			31,149.00				
							31,149.00				
5768	Simple Indy LLC	0000		EFT	12/03/2025	PayApp3		108282	115771		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE			29,296.63				
							29,296.63				
5768	Simple Indy LLC	0000		EFT	12/31/2025	PayApp2-PD		108419	115913		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE			29,703.90				
							29,703.90				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	90,149.53				
1725 JP Smith	0000		INV	12/20/2025	F25-022		108409	115902		
	ACCOUNT DETAIL				LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMMTRANS			170.00				
					CHECK TOTAL	170.00				
2372 Smyrna Ready Mix Conc	0000	22500503	EFT	12/19/2025	1020770513		108423	115917		
	ACCOUNT DETAIL				LINE AMOUNT					
1 20206191 42200		LRSICSRTS	OPERSUP			990.00				
						990.00				
2372 Smyrna Ready Mix Conc	0000	22500503	EFT	12/23/2025	1020772951		108435	115929		
	ACCOUNT DETAIL				LINE AMOUNT					
1 20206191 42200		LRSICSRTS	OPERSUP			585.00				
					CHECK TOTAL	1,575.00				
5950 SORG, JANET E.	0000		INV	12/19/2025	109018		109018	116596		
	ACCOUNT DETAIL				LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			50.39				
					CHECK TOTAL	50.39				
2114 St Vincent Health, We	0000		EFT	12/25/2025	20-43838		108714	116217		
	ACCOUNT DETAIL				LINE AMOUNT					
1 10105011 43100		GenFireAdm	PROSERVICE			516.40				
						516.40				
2114 St Vincent Health, We	0000		EFT	12/25/2025	20-43837		109006	116583		
	ACCOUNT DETAIL				LINE AMOUNT					
1 10105012 43100		GenEMS	PROSERVICE			13,487.49				
2 10105013 43100		GenLogist	PROSERVICE			3,403.80				
						16,891.29				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2114	St Vincent Health, We	0000		EFT	12/25/2025	20-43839		109057	116635	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE			1,063.74			
	2 10105013 43100		GenLogist	PROSERVICE			1,361.63			
	3 10105015 43100		GenSafeTr	PROSERVICE			6,737.16			
	4 10105014 43100		GenSpecOps	PROSERVICE			574.72			
							9,737.25			
							27,144.94			
465	Stabilization Service	0000	22400658	EFT	01/04/2026	5722		108798	116301	
ACCOUNT DETAIL						LINE AMOUNT				
	1 20209011 43100		LRSPWSTRT	PROSERVICE			16,750.00			
							16,750.00			
							16,750.00			
4854	STASIEK, LESLI	0000		INV	12/19/2025	109041		109041	116619	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			59.18			
							59.18			
							59.18			
3561	State Of Indiana	0000		INV	12/25/2025	26535-11252025		108732	116235	
ACCOUNT DETAIL						LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE			280.00			
							280.00			
							280.00			
473	State Safety & Compli	0000		EFT	01/02/2026	10732044		108753	116256	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			1,567.90			
							1,567.90			
							1,567.90			
3266	Steve Blanchard	0000		EFT	12/11/2025	532102		108353	115843	
ACCOUNT DETAIL						LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE			60.00			
							60.00			
							60.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
3053 Steve Gabrielsen	0000		INV	12/20/2025	F25-022		108392	115883			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMSTRANS			170.00					
						CHECK TOTAL	170.00				
2873 Stevenson Legal Group	0000		EFT	01/03/2026	18380		109004	116581			
ACCOUNT DETAIL						LINE AMOUNT					
1 37804010 44920		SR37PRJENGC	CAPEXP			275.00					
						CHECK TOTAL	275.00				
507 Sunbelt Rentals Inc	0000	22501015	EFT	12/11/2025	176055878-0001		108652	116153			
ACCOUNT DETAIL						LINE AMOUNT					
1 20109011 43100		MVHPWStr	PROSERVICE			2,326.04					
2 20109011 43100		MVHPWStr	PROSERVICE			1,123.53					
3 20209011 43100		LRSPWSTR	PROSERVICE			682.83					
						CHECK TOTAL	4,132.40				
527 T&T Sales & Promotion	0000		EFT	12/03/2025	58576		108219	115707			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106193 42200		GFICPKSMNT	OPERSUP			272.00					
							272.00				
527 T&T Sales & Promotion	0000		EFT	01/08/2026	58737		108946	116521			
ACCOUNT DETAIL						LINE AMOUNT					
1 10107010 42200		GenParks	OPERSUP			2,472.00					
						CHECK TOTAL	2,472.00				
							2,744.00				
543 Tactical Fire Equipme	0000	22401257	EFT	12/14/2025	202501		108341	115831			
ACCOUNT DETAIL						LINE AMOUNT					
1 10105010 44500		GenFire	MACHEQPT			25,480.00					
2 10105010 44500		GenFire	MACHEQPT			3,185.00					
							28,665.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
543	Tactical Fire Equipme	0000	22401258	EFT	12/27/2025	202502		108344	115834		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105010 44500		GenFire	MACHEQPT			24,717.25				
	2 10105010 44500		GenFire	MACHEQPT			3,089.66				
								27,806.91			
								56,471.91			
4320	Tanya Rasmussen	0000		INV	12/17/2025	11072025		107998	115480		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101013 43200		GenContr	COMMTRANS			323.59				
								323.59			
								323.59			
5963	TARTER, JEREMY & SHEL	0000		INV	12/19/2025	109032		109032	116610		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			53.26				
								53.26			
								53.26			
3574	Tech Data Corporation	0000	22501140	EFT	12/23/2025	SI717798		108364	115855		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			2,878.85				
	2 60606050 43100		SewIT	PROSERVICE			359.86				
	3 62606050 43100		SWIT	PROSERVICE			359.85				
								3,598.56			
								3,598.56			
3956	Telamon Energy LLC	0000	22400464	EFT	11/30/2025	301643		108472	115968		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE			1,836.00				
								1,836.00			
3956	Telamon Energy LLC	0000	22400464	EFT	12/28/2025	301683		109115	116693		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE			1,101.60				
								1,101.60			
								2,937.60			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
833	Testing For Public Sa	0000	22500984	EFT	12/25/2025	LIN2025.29		108626	116128	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		18,900.00				
							18,900.00			
						CHECK TOTAL	18,900.00			
533	The Bank of New York	0000		EFT	08/06/2025	00252-25-0043463		108777	116280	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 33161010 43100		BI/GOPAdmn	PROSERVICE		925.00				
							925.00			
						CHECK TOTAL	925.00			
5098	The Cl Thornburg Co I	0000	22401428	EFT	12/24/2025	S100326184.001		108473	115969	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		19,877.20				
							19,877.20			
						CHECK TOTAL	19,877.20			
282	The Mailing Station,	0000		EFT	12/17/2025	181119		108231	115718	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 43100		GenPatrol	PROSERVICE		19.13				
							19.13			
						CHECK TOTAL	19.13			
282	The Mailing Station,	0000		EFT	12/31/2025	181281		108358	115848	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE		14.69				
							14.69			
						CHECK TOTAL	14.69			
282	The Mailing Station,	0000		EFT	01/10/2026	181496		108992	116569	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE		62.68				
							62.68			
						CHECK TOTAL	62.68			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
4667 The Motz Corporation	0000		EFT	11/29/2025	8242		108778	116281			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			1,650.00					
						CHECK TOTAL	1,650.00				
572 The Sherwin-Williams	0000		EFT	01/20/2026	20959145631225		108903	116406			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106193 42200		GFICPKSMNTOPERSUP				60.84					
						CHECK TOTAL	60.84				
3314 Thomas J Morris III	0000	22501193	EFT	09/26/2025	159297		109092	116670			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108015 42200		GenPDSpprt	OPERSUP			15,360.00					
						CHECK TOTAL	15,360.00				
532 Tiffany Lawn & Garden	0000		EFT	02/06/2026	23324/3		108811	116314			
ACCOUNT DETAIL						LINE AMOUNT					
1 20209011 43100		LRSPWSTRTPROSERVICE				75.00					
							75.00				
532 Tiffany Lawn & Garden	0000		EFT	01/13/2026	23222/3		108815	116318			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			45.00					
							45.00				
532 Tiffany Lawn & Garden	0000		EFT	01/25/2026	23303/3		108816	116319			
ACCOUNT DETAIL						LINE AMOUNT					
1 10109013 43100		GenPWParks	PROSERVICE			75.00					
							75.00				
						CHECK TOTAL	195.00				
3172 Tony Albert Vasquez	0000		EFT	01/01/2026	2520		108507	116007			
ACCOUNT DETAIL						LINE AMOUNT					
1 10107010 43100		GenParks	PROSERVICE			450.00					
							450.00				
						CHECK TOTAL	450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
5967 TORELLI, STEPHANIE	0000		INV	12/19/2025	109036		109036	116614			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			59.18					
						59.18					
						CHECK TOTAL	59.18				
2707 TouchPhrase Developme	0000		EFT	12/30/2025	25-1167		108556	116057			
ACCOUNT DETAIL						LINE AMOUNT					
1 10101012 43100		GenBSG	PROSERVICE			1,576.00					
						1,576.00					
						CHECK TOTAL	1,576.00				
553 Trane US Inc.	0000		EFT	12/22/2025	20570054		108209	115696			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106192 42200		GFICBLDGMN	OPERSUP			102.45					
						102.45					
						CHECK TOTAL	102.45				
5959 TUDOR, DAVID M.	0000		INV	12/19/2025	109028		109028	116606			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			59.18					
						59.18					
						CHECK TOTAL	59.18				
4998 Tyler Catt	0000		INV	12/20/2025	F25-022		108391	115882			
ACCOUNT DETAIL						LINE AMOUNT					
1 10108013 43200		GenInvstgt	COMMTRANS			170.00					
						170.00					
						CHECK TOTAL	170.00				
839 Tyler Technologies In	0000		EFT	11/30/2025	045-542556		108831	116333			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			235.00					
						235.00					
						CHECK TOTAL	235.00				
839 Tyler Technologies In	0000		EFT	12/12/2025	045-544062		108832	116335			
ACCOUNT DETAIL						LINE AMOUNT					
1 60600000 34900		Sew	USERFEES			265.00					
						265.00					
						CHECK TOTAL	265.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					CHECK TOTAL	500.00				
2039	Ultimate Technologies	0000	22401199	EFT	12/20/2025	ARI002332	108376	115867		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200	GenIT	OPERSUP			98.00				
	2 10106050 43100	GenIT	PROSERVICE			835.29				
							933.29			
2039	Ultimate Technologies	0000	22401199	EFT	12/30/2025	ARI002341	108828	116331		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200	GenIT	OPERSUP			0.00				
	2 10106050 43100	GenIT	PROSERVICE			2,598.75				
	3 10105015 42200	GenSafeTr	OPERSUP			2,013.04				
							4,611.79			
					CHECK TOTAL		5,545.08			
4214	United Rentals (North	0000		EFT	12/22/2025	224169921-030	108266	115755		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100	GenParks	PROSERVICE			811.00				
							811.00			
4214	United Rentals (North	0000		EFT	01/06/2026	221237525-036	108872	116375		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100	GenPWParks	PROSERVICE			195.00				
							195.00			
4214	United Rentals (North	0000	22501125	EFT	01/08/2026	256351714-001	108956	116531		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100	GenParks	PROSERVICE			2,188.00				
							2,188.00			
					CHECK TOTAL		3,194.00			
614	Van Ausdall & Farrar	0000		EFT	12/19/2025	676227	108163	115648		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100	MNCPLHDFNB	PROSERVICE			11.82				
							11.82			
614	Van Ausdall & Farrar	0000	22500840	EFT	12/19/2025	676226	108377	115868		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100	GenIT	PROSERVICE			45.05				
	2 60606050 43100	SewIT	PROSERVICE			0.00				
							45.05			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
614 Van Ausdall & Farrar	0000	22500840	EFT	12/19/2025	676225		108378	115869			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			121.06					
2 60606050 43100		SewIT	PROSERVICE			0.00					
						121.06					
614 Van Ausdall & Farrar	0000	22500840	EFT	12/31/2025	87545		108379	115870			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			5,409.49					
2 60606050 43100		SewIT	PROSERVICE			484.99					
3 21105058 43100		MNCPLHDFNB	PROSERVICE			323.29					
4 10106050 43100		GenIT	PROSERVICE			237.87					
						6,455.64					
614 Van Ausdall & Farrar	0000	22500840	EFT	12/26/2025	677142		108559	116060			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			84.42					
2 60606050 43100		SewIT	PROSERVICE			0.00					
						84.42					
614 Van Ausdall & Farrar	0000	22500840	EFT	12/26/2025	677141		108560	116061			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			156.04					
2 60606050 43100		SewIT	PROSERVICE			0.00					
						156.04					
614 Van Ausdall & Farrar	0000	22500840	EFT	01/02/2026	677725		108829	116332			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 43100		GenIT	PROSERVICE			2,492.71					
2 60606050 43100		SewIT	PROSERVICE			75.61					
3 27907051 43910		CCFAdmin	ITCONTRACT			406.06					
						2,974.38					
614 Van Ausdall & Farrar	0000		EFT	01/09/2026	678717		109064	116642			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 42200		GenIT	OPERSUP			644.00					
						644.00					
614 Van Ausdall & Farrar	0000		EFT	01/09/2026	678699		109066	116644			
ACCOUNT DETAIL						LINE AMOUNT					
1 10106050 42200		GenIT	OPERSUP			920.00					
						920.00					
						CHECK TOTAL	11,412.41				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5980	VAN SCHOUWEN, JACOB &	0000		INV	12/19/2025	109050		109050	116628		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES			59.18				
							59.18				
							CHECK TOTAL				59.18
3747	Veolia Water Technolo	0000	22500792	EFT	11/12/2025	903477804		108722	116225		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE				6,195.00				
							6,195.00				
							CHECK TOTAL				6,195.00
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129337201		109099	116677		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			531.63				
							531.63				
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129275422		109100	116678		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			541.97				
							541.97				
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129325191		109101	116679		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			1,298.15				
							1,298.15				
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129242639		109103	116681		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			946.71				
							946.71				
2789	Verizon Communication	0000	22500860	EFT	12/15/2025	6129290611		109105	116683		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606050 43100		SewIT	PROSERVICE			2,163.04				
							2,163.04				
2789	Verizon Communication	0000		EFT	12/15/2025	6129302493		109106	116684		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27907051 43910		CCFAdmin	ITCONTRACT			382.75				
							382.75				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129231723		109107	116685		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		5,017.03					
							5,017.03				
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129290648		109108	116686		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		188.21					
							188.21				
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129305130		109109	116687		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		677.73					
							677.73				
2789	Verizon Communication	0000	22500885	EFT	12/15/2025	6129243827		109110	116688		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		979.25					
							979.25				
2789	Verizon Communication	0000		EFT	12/15/2025	6129282048		109111	116689		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 43100		MNCPLHDFNBROSERVICE			765.76					
							765.76				
2789	Verizon Communication	0000	22500859	EFT	12/15/2025	6129289334		109121	116699		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606050 43100		SWIT	PROSERVICE		2,078.35					
							2,078.35				
						CHECK TOTAL	15,570.58				
617	Vision Marketing Pass	0000		EFT	01/03/2026	2175		108740	116244		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		161.15					
							161.15				
						CHECK TOTAL	161.15				
2813	Visionary Cove LLC	0000		EFT	01/01/2026	1/26 Rent		108629	116131		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		61,450.00					
							61,450.00				
						CHECK TOTAL	61,450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
398	Warrens Turf	0000		EFT	12/19/2025	247665		108202	115689		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200			GFICPKSMNTOBERSUP		179.80	179.80				
398	Warrens Turf	0000		EFT	12/19/2025	247639		108204	115690		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200			GFICPKSMNTOBERSUP		445.80	445.80				
398	Warrens Turf	0000		EFT	12/19/2025	247673		108207	115694		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200			GFICPKSMNTOBERSUP		246.00	246.00				
398	Warrens Turf	0000		EFT	12/23/2025	247717		108448	115943		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200			MVHICSRTS OPERSUP		539.40	539.40				
398	Warrens Turf	0000		EFT	12/23/2025	247719		108902	116405		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200			GFICPKSMNTOBERSUP		138.00	138.00				
						CHECK TOTAL	1,549.00				
3108	Wehrkamp Enterprises	0000		EFT	12/22/2025	4984		108343	115833		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,461.59	3,461.59				
						CHECK TOTAL	3,461.59				
5941	WHITAKER, MICHAEL & M	0000		INV	12/19/2025	109008		109008	116585		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62600000 34900		SW	USERFEES		96.00					
	2 60600000 34900		Sew	USERFEES		50.39					
						CHECK TOTAL	146.39				
2380	Whites Ace Hardware F	0000		EFT	01/10/2026	37698108		108996	116573		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		16.32					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						16.32				
					CHECK TOTAL	16.32				
2737	Wild Ridge Lawn & Lan	0000	22500095	EFT	12/29/2025	37057	108480	115979		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			21,404.27				
						21,404.27				
2737	Wild Ridge Lawn & Lan	0000	22500978	EFT	11/30/2025	36608	108870	116373		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			38,664.00				
						38,664.00				
2737	Wild Ridge Lawn & Lan	0000	22500880	EFT	12/30/2025	37135	108871	116374		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			1,450.32				
						1,450.32				
2737	Wild Ridge Lawn & Lan	0000	22501057	EFT	12/01/2025	6466	108908	116411		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			10,161.20				
						10,161.20				
2737	Wild Ridge Lawn & Lan	0000	22501057	EFT	12/31/2025	6586	108932	116435		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRTPROSERVICE			10,161.20				
						10,161.20				
						CHECK TOTAL				
						81,840.99				
627	JT Wright	0000		INV	12/20/2025	F25-281	108415	115908		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		300.00				
						300.00				
						CHECK TOTAL				
						300.00				
1309	WW Grainger Inc	0000		EFT	12/21/2025	9720137497	108195	115682		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		619.78				
						619.78				
1309	WW Grainger Inc	0000		EFT	12/20/2025	9718562334	108196	115683		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		197.91				
						197.91				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	12/20/2025	9718562342	197.91	108197	115684		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			527.52					
							527.52				
1309	WW Grainger Inc	0000		EFT	12/21/2025	9720137471		108210	115697		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERESUP			284.90					
							284.90				
1309	WW Grainger Inc	0000		EFT	12/24/2025	9722263390		108239	115727		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERESUP			180.74					
							180.74				
1309	WW Grainger Inc	0000		EFT	12/24/2025	9722263382		108240	115728		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERESUP			751.32					
							751.32				
1309	WW Grainger Inc	0000		EFT	12/26/2025	9725087192		108452	115947		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRSTS OPERESUP			178.75					
							178.75				
1309	WW Grainger Inc	0000		EFT	12/26/2025	9725087218		108503	116002		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERESUP			10.00					
							10.00				
1309	WW Grainger Inc	0000		EFT	12/26/2025	9725087226		108752	116255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERESUP			737.20					
							737.20				
1309	WW Grainger Inc	0000		EFT	01/04/2026	9733433529		108755	116258		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERESUP			95.70					
							95.70				
1309	WW Grainger Inc	0000		EFT	01/04/2026	9733433545		108756	116259		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERESUP			145.58					
							145.58				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/02/2026	9729885328		108789	116292		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSR	OPERSUP		30.35					
							30.35				
1309	WW Grainger Inc	0000		EFT	01/04/2026	9733245774		108790	116293		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSR	OPERSUP		1,992.24					
							1,992.24				
1309	WW Grainger Inc	0000		EFT	01/04/2026	9733433552		108797	116300		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSR	OPERSUP		23.88					
							23.88				
1309	WW Grainger Inc	0000		EFT	01/04/2026	9733433537		108896	116399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSR	OPERSUP		76.32					
							76.32				
1309	WW Grainger Inc	0000		EFT	12/25/2025	9725087200		108899	116402		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKS	MNTOBERSUP		216.52					
							216.52				
1309	WW Grainger Inc	0000	22500735	EFT	12/31/2025	9727042948		108906	116409		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLD	GMMNTOBERSUP		982.00					
							982.00				
1309	WW Grainger Inc	0000	22500735	EFT	12/25/2025	9723131679		108907	116410		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLD	GMMNTOBERSUP		764.52					
							764.52				
1309	WW Grainger Inc	0000		EFT	01/04/2026	9733245808		108972	116549		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPW	WaterOPERSUP		95.70					
							95.70				
							CHECK TOTAL				
							7,910.93				
681	Xylem Dewatering Solu	0000	22500914	EFT	12/30/2025	3556D97700		108687	116189		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPW	WaterPROSERVICE		18,645.20					
							18,645.20				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 121925 12/16/2025
 DUE DATE: 12/16/2025

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
681	Xylem Dewatering Solu	0000	22401412	EFT	01/13/2026	3556D99452		108745	116248		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWaterMACHEQPT			5,750.15					
							5,750.15				
						CHECK TOTAL	24,395.35				
3330	Zach Sieg	0000		INV	12/20/2025	F25-022		108405	115898		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTRANS		170.00					
							170.00				
						CHECK TOTAL	170.00				
2036	Zayo Group Holdings I	0000	22500591	EFT	12/31/2025	2025120045361		108562	116063		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		3,553.48					
	2 60606050 43100		SewIT	PROSERVICE		710.69					
	3 62606050 43100		SWIT	PROSERVICE		473.80					
							4,737.97				
						CHECK TOTAL	4,737.97				
755	INVOICES		WARRANT TOTAL			3,107,191.51	3,107,191.51				
			CASH ACCOUNT BALANCE				20,652,160.30				



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

MEETING DATE	12/19/2025	RESOLUTION NO.	R112525L
TITLE OF AGENDA ITEM	Request to Approve Project for Cyntheanne Park Irrigation Infrastructure Improvements.		
PRESENTER/DEPARTMENT	Department of Public Works		
<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>On November 25, 2025, the Board of Public Works and Safety adopted Resolution No. R112525L, which approved for Cyntheanne Park Irrigation Infrastructure Improvements project. Resolution No R112525L also directed the Director of Public Works to submit bids and an executed contract for approval at the next BPW&S meeting. Attached are the bids received as well as an executed contract for the project.</p>		
EXPENDITURE \$	\$242,556		
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"/> 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>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:		



Job Name: Cyntheanne Field 6
PO Number:
Company Name: City of Fishers
Customer Contact: Eric S.
Date Proposed:

Status:
Estimated By:
Proposed By:
Est. Completion:

HARTLEY IRRIGATION IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

Price includes all labor and material to install a new irrigation system at Field 6. We will also switch decoders from Tucor to Baseline on Field 3,4 and 5, as well as replace the current Tucor Controller with a Baseline Basestation 1000 Wall mount Controller.

Services	QUANTITY		
Rainbird 8005 Rotor	60		
Rainbird 1-1/2" PESB One Valve Manifold	12		
4" SCH 40 Mainline	1200'		
3" SCH 40 Mainline	1000'		
Grounding Grid	7		
Baseline Moisture Sensor	2		
4" True Union IV	3		
3" True Union IV	2		
Baseline BL1000 Wall Mount Controller	1		
Baseline Single Station Decoder	28		
Rainbird QC 1"	5		
Remove / Replace Sod To Reduce Turf Recovery Time	1000		
		Tax:	\$0.00
		Total Cost:	\$190,245.00

The Customer Contact hereby authorizes Hartley Irrigation to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Hartley Irrigation for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Hartley Irrigation in collecting overdue amounts.

Authorized Signature



Job Name: Cyntheanne Mainline Loop
PO Number:
Company Name: City of Fishers
Customer Contact: Eric S.
Date Proposed:

Status:
Estimated By:
Proposed By:
Est. Completion:

HARTLEY IRRIGATION IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

Price includes labor and material to install 1000' of 3" mainline. We will tie in the new mainline to the existing mainline between fields 2 and 3 as well as the existing mainline between fields 4 and 5. We will also install 4 QC's to the new mainline. We will also remove sod and re-install to the trench line to reduce turf recovery time.

Services	QUANTITY
Quick Couplers 7,8,9,10	4
3" SCH 40 PVC Piping	1000
SCH 80 Fittings	12
Thrust Blocking	24
Remove and Replace Sod in Trenchline	1000
Remove and Cap Electric Valve	16
Re-use Valve Box Where Possible and Install DBYR's to Wire Splices.	16
3" Isolation Valve	5

Tax: \$0.00
Total Cost: \$42,928.00

The Customer Contact hereby authorizes Hartley Irrigation to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Hartley Irrigation for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Hartley Irrigation in collecting overdue amounts.

Authorized Signature



Job Name: Cyntheanne Pond Fill
PO Number:
Company Name: City of Fishers
Customer Contact: Eric S.
Date Proposed:

Status:
Estimated By:
Proposed By:
Est. Completion:

HARTLEY IRRIGATION IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

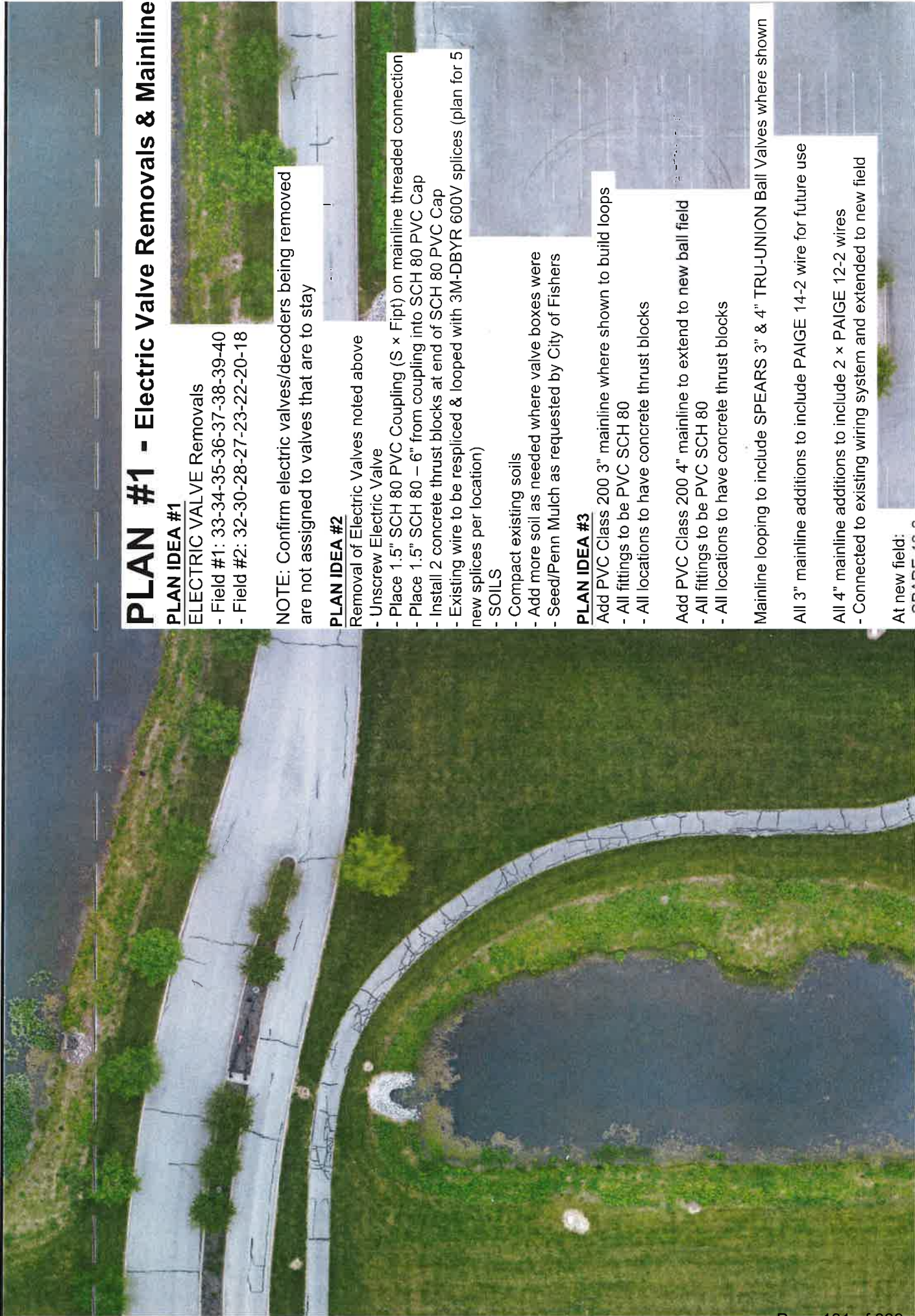
Price Includes labor and material to remove the current backflow piping. We will form and pour a concrete pad to mound the new enclosure to and install 2" copper pipe and fittings to the existing backflow device.

Services	QUANTITY
Backflow Enclosure (Strong Box SBBS-45AL)	1
Copper Backflow Piping and Fittings	1
Concrete Pad For Enclosure - 4' X 3'	1
2" Class 200 PVC Pipe	200

Tax: \$0.00
Total Cost: \$9,383.00

The Customer Contact hereby authorizes Hartley Irrigation to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Hartley Irrigation for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Hartley Irrigation in collecting overdue amounts.

Authorized Signature



PLAN #1 - Electric Valve Removals & Mainline

PLAN IDEA #1

ELECTRIC VALVE REMOVALS

- Field #1: 33-34-35-36-37-38-39-40
- Field #2: 32-30-28-27-23-22-20-18

NOTE: Confirm electric valves/decoders being removed are not assigned to valves that are to stay

PLAN IDEA #2

Removal of Electric Valves noted above

- Unscrew Electric Valve
- Place 1.5" SCH 80 PVC Coupling (S x Fipt) on mainline threaded connection
- Place 1.5" SCH 80 - 6" from coupling into SCH 80 PVC Cap
- Install 2 concrete thrust blocks at end of SCH 80 PVC Cap
- Existing wire to be respliced & looped with 3M-DBYR 600V splices (plan for 5 new splices per location)

SOILS

- Compact existing soils
- Add more soil as needed where valve boxes were
- Seed/Penn Mulch as requested by City of Fishers

PLAN IDEA #3

Add PVC Class 200 3" mainline where shown to build loops

- All fittings to be PVC SCH 80
- All locations to have concrete thrust blocks

Add PVC Class 200 4" mainline to extend to new ball field

- All fittings to be PVC SCH 80
- All locations to have concrete thrust blocks

Mainline looping to include SPEARS 3" & 4" TRU-UNION Ball Valves where shown

All 3" mainline additions to include PAIGE 14-2 wire for future use

- All 4" mainline additions to include 2 x PAIGE 12-2 wires
- Connected to existing wiring system and extended to new field

At new field:



IR1.1

DBY 600 V splices

IR1.3

IR1.2

Operations

PLAN #3 - Baseline Control System Development & I

PLAN IDEA #1

DECODER Removal

- Field #1: 33-34-35-36-37-38-39-40
- Field #2: 32-30-28-27-23-22-20-18

- NOTE: Confirm decoders being removed are not assigned to electric valves that are truly stay in place

PLAN IDEA #2

DECODER Replacement

- Field #3: 31-29-26-25-24-21-19-17
- Field #4: 16-14-12-10-6-5-3-1
- Field #5: 15-13-11-9-8-7-4-2

- NOTE: Replace all TUCOR Decoders with Baseline Decoder (1 valve decoder)

- NOTE: When able — clean wire connections to remove corrosion before installing new Baseline Decoder

3M DBY 600 V splices

- NOTE: Clean interior of remaining valve boxes



PLAN #2 - Pond(s) Liquid Level Management System

PLAN IDEA #1

Redevelopment of Backflow Assembly on City Water Source

- Replace all PVC pipe coming into and exiting the backflow preventer with Copper Pipe
- Provide a 1" + assembly downstream of the RPZ for winterization usage
- Replace to below grade and 3-4' from intake and discharge piping assemblies

PLAN IDEA #2

Pour Concrete Pad under RPZ Assembly once rebuilt with Copper Piping and fittings
Provide and install Aluminum Enclosure with lockable connection points in concrete pad

PLAN IDEA #3

Install 2 x 2" SPEARS TRU-UNION Ball Valves

- Connect one to existing 2" PVC piping headed to Garden Area
 - Connect one to new mainline TEE Sch 80 for delivery of water to far West Pond
- Install 2" PVC CLASS 200 from valve to pond edge of West Pond
- Place at 18" depth
 - Place 2 wire bundles of 12-2 Paige wire in trench
 - Place 3' coil of each wire end in valve box for future use

PLAN IDEA #4

2" PVC Class 200 Pipeline to West Pond

- Near pond (within 20') install RAINBIRD PESB 1.5"
- Provide 18/4 wire from PESB to PLATT Liquid Level Control Unit

PLAN #3 - Base

PLAN IDEA #1

DECODER Removal

- Field #1: 33-34-35-36-37-38-39
- Field #2: 32-30-28-27-23-22-20
- NOTE: Confirm decoders being are truly to stay in place

PLAN IDEA #2

DECODER Replacement

- Field #3: 31-29-26-25-24-21-19
- Field #4: 16-14-12-10-6-5-3-1
- Field #5: 15-13-11-9-8-7-4-2
- NOTE: Replace all TUCOR Decoder
- NOTE: When able — clean wire new Baseline Decoder
- NOTE: Clean interior of remain:

PLAN IDEA #3

TUCOR CONTROLLER Replace

- Remove Existing TUCOR Controller
- Install Baseline BL-1000 SS Wire
- Properly install field wiring at cc



Proposal #2030

Date: 11/29/2025

PO #

Customer:

Eric Steiner
 City of Fishers
 10212 Eller Rd
 Fishers, IN 46038

Property:

Cyntheanne Park
 12383 Cyntheanne Rd
 Fishers, IN 46037

Irrigation Cyntheanne Park

Pricing is based off of irrigation drawing provided by Certified Consultants.

- 1000' of 3" mainline. Add to existing mainline
- Install new backflow piping. 2". Remove and replace existing. Includes concrete pad.
- New Irrigation system at new field. Add new decoders on 3,4,5. Add new controller.

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Mainline		\$47,540.00	\$47,540.00
Backflow		\$15,450.00	\$15,450.00
New Field Irrigation Field 6		\$201,375.00	\$201,375.00

By Pat Kelly

Pat Kelly

Date 11/29/2025

Kelly Landscaping Services LLC

By _____

Date _____

Cyntheanne Park

TERMS AND CONDITIONS

1. Payment is due upon Net 30 days of invoice. Kelly Landscaping Services, LLC (“Seller”) reserves the right to assess an interest charge of 1.5% per month or the maximum permitted by law, whichever is less, on accounts overdue. Customer agrees to pay all taxes including state and local taxes or excise taxes however designated, levied or based on the service charges pursuant to this Agreement. If Buyer fails to pay any monies when due hereunder, or otherwise fails to perform any act or covenant herein, such failure shall constitute a default of this agreement and shall entitle Seller to terminate this agreement upon five (5) days written notice to Buyer. Upon any event of Buyer’s default, Seller shall be entitled to exercise all rights and pursue all remedies available under this agreement or otherwise pursuant to applicable law. Additionally, Seller shall be entitled to recover its reasonable attorneys’ fees and costs incurred due to Buyer’s default. IF Buyer is later than 30 days on payment Seller reserves the right to discontinue services until money owed is received.
2. Plantings that die due to lack of watering will not carry warranty. Buyer is responsible for correct watering practices. A “Watering Work Order” can be executed between Seller and Buyer for additional costs. Plant warranty shall only cover cost of plant material, and does not cover cost of labor and any additional material.
3. The Seller retains title to all material and equipment furnished, whether or not attached to the real estate (it being agreed that same, however attached, is to be deemed personal property), until full payment is made, and shall have the right in case of default by the Buyer hereunder to enter the premises and remove such material and equipment or any part thereof, whether or not attached to the real estate.
4. The Seller shall be under no obligation to the Buyer other than as expressed herein. The terms herein supersede any and all written and/or verbal agreements of any terms and conditions between Seller and Buyer governing the matters set forth herein.
5. In recognition of the relative risks and benefits of the Project to both the Buyer and the Seller, the risks have been allocated such that the Buyer agrees, to the fullest extent permitted by law, to limit the liability of the Seller and the Seller’s officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys’ fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Seller and the Seller’s officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$5,000.00, or the Sellers total fee for services rendered on this Project, whichever is lesser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
6. Buyer warrants and represents that the person signing this Agreement on its behalf is fully authorized to sign on behalf of Buyer, and that Buyer shall be bound hereby.
7. Any revision, modification or alteration to these Terms and Conditions must be mutually agreed to by both parties, and must be evidenced by written notations on these Terms and

Conditions that are initialed by both parties, otherwise no such revision, modification or alteration shall be valid.

8. Buyer warrants and represents that it has read and understood all of the terms set forth herein and that Buyer voluntarily agrees to be bound by this Agreement.



Proposal Submitted to: City of Fishers

Date: 12/11/2025

Location Name: Cyntheanne Park

Location Address:

PROPOSAL:

Irrigation estimate per design provided by Certified Consultants

Services

(1,000) 3" mainline - linear feet added to existing mainline

2" Backflow piping

Removal of existing piping

Concrete pad

Irrigation system at new field

Decoders on 3, 4, and 5

Controler

** Price include all material, labor, equipment, delivery, clean-up, and disposal*

Total Projected Cost: \$264,500

Terms and Conditions

Price quoted is valid for 30 days from date noted above. Wild Ridge reserves the right to adjust pricing based on fluctuating material costs if proposal is (1) not approved within 30 days of date noted above and (2) not authorized for commencement within 15 days of approval.

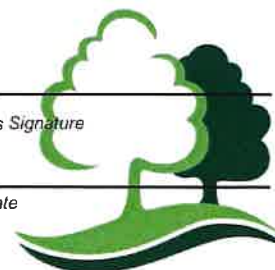
All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration of deviation from the referenced plan and/or specifications will be executed upon written/verbal orders and will be completed as an additional charge per the proposed estimate. Additional charges might include but not limited to; substitutions in variety, size, and/or quantities may be necessary due to availability. Purchaser understands that Wild Ridge Lawn & Landscape is not responsible for circumstances outside our control, i.e.: accidents, acts of God, strikes or other delays. Wild Ridge Lawn & Landscape cannot indemnify the Purchaser against losses or damage due to causes over which they clearly have no control, such as insects, vehicles, or other mechanical damage, vandalism, the work of others, improper drainage, and/or acts of God (e.g. hail, windstorms, lightning, fire, flood, falling objects, freezing, etc.). Certificates of insurance upon request. Work performed per the scope is not subject to any type of warranty. The contract prices, specifications, method of billing, and terms of payment are satisfactory and hereby accepted by Purchaser. Wild Ridge Lawn & Landscape is authorized to do the work as specified. The party signing below states they are authorized to bind Purchaser to this agreement.

Purchaser Signature

Date

Contractor's Signature

Date



POWERED BY PASSION | DEDICATED TO DETAILS | ROOTED IN RELATIONSHIPS

Public Work Agreement (Short Form)

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

“CONTRACTOR”:
Hartley Irrigation

(telephone) 317-625-5377
(Email) info@hartleyirrigation.com

For Work at the Following “PROJECT”:
Cyntheanne Park Field 6 Irrigation Project

(telephone) _____
(Email) 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 \$242,556.00 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: Scott Fadness

Title: Mayor

AGREEMENT DATE: 11/26/2025
HARTLEY IRRIGATION

Signed: 

Printed: Rover Hartley

Title: OWNER

Date: 11/26/2025

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
---------------------	-----------------------------

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 ("Indemnittees") 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.

(376#221(v1)/27950)



Job Name: Cyntheanne Field 6
PO Number:
Company Name: City of Fishers
Customer Contact: Eric S.
Date Proposed:

Status:
Estimated By:
Proposed By:
Est. Completion:

HARTLEY IRRIGATION IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

Price includes all labor and material to install a new irrigation system at Field 6. We will also switch decoders from Tucor to Baseline on Field 3,4 and 5, as well as replace the current Tucor Controller with a Baseline Basestation 1000 Wall mount Controller.

Services	QUANTITY		
Rainbird 8005 Rotor	60		
Rainbird 1-1/2" PESB One Valve Manifold	12		
4" SCH 40 Mainline	1200'		
3" SCH 40 Mainline	1000'		
Grounding Grid	7		
Baseline Moisture Sensor	2		
4" True Union IV	3		
3" True Union IV	2		
Baseline BL1000 Wall Mount Controller	1		
Baseline Single Station Decoder	28		
Rainbird QC 1"	5		
Remove / Replace Sod To Reduce Turf Recovery Time	1000		
		Tax:	\$0.00
		Total Cost:	\$190,245.00

The Customer Contact hereby authorizes Hartley Irrigation to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Hartley Irrigation for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Hartley Irrigation in collecting overdue amounts.

Authorized Signature



Job Name: Cyntheanne Mainline Loop
PO Number:
Company Name: City of Fishers
Customer Contact: Eric S.
Date Proposed:

Status:
Estimated By:
Proposed By:
Est. Completion:

HARTLEY IRRIGATION IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

Price includes labor and material to install 1000' of 3" mainline. We will tie in the new mainline to the existing mainline between fields 2 and 3 as well as the existing mainline between fields 4 and 5. We will also install 4 QC's to the new mainline. We will also remove sod and re-install to the trench line to reduce turf recovery time.

Services	QUANTITY
Quick Couplers 7,8,9,10	4
3" SCH 40 PVC Piping	1000
SCH 80 Fittings	12
Thrust Blocking	24
Remove and Replace Sod in Trenchline	1000
Remove and Cap Electric Valve	16
Re-use Valve Box Where Possible and Install DBYR's to Wire Splices.	16
3" Isolation Valve	5

Tax: \$0.00
Total Cost: \$42,928.00

The Customer Contact hereby authorizes Hartley Irrigation to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Hartley Irrigation for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Hartley Irrigation in collecting overdue amounts.

 Authorized Signature



Job Name: Cyntheanne Pond Fill
PO Number:
Company Name: City of Fishers
Customer Contact: Eric S.
Date Proposed:

Status:
Estimated By:
Proposed By:
Est. Completion:

HARTLEY IRRIGATION IS PLEASED TO ENHANCE YOUR PROPERTY AS OUTLINED IN THE FOLLOWING SCOPE OF SERVICE:

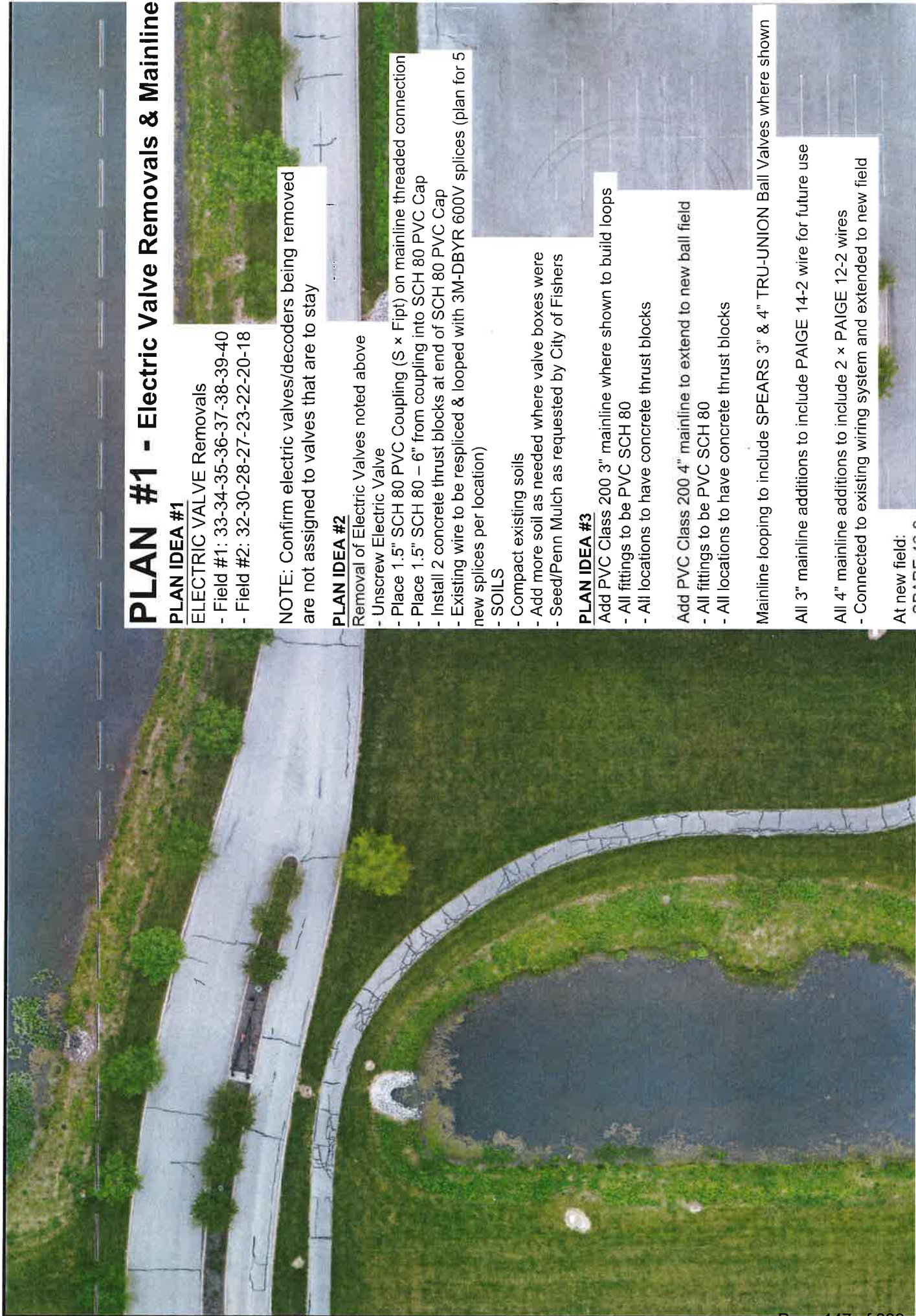
Price Includes labor and material to remove the current backflow piping. We will form and pour a concrete pad to mound the new enclosure to and install 2" copper pipe and fittings to the existing backflow device.

Services	QUANTITY
Backflow Enclosure (Strong Box SBBS-45AL)	1
Copper Backflow Piping and Fittings	1
Concrete Pad For Enclosure - 4' X 3'	1
2" Class 200 PVC Pipe	200

Tax: \$0.00
Total Cost: \$9,383.00

The Customer Contact hereby authorizes Hartley Irrigation to complete the Scope of Services as described herein. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Hartley Irrigation for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Hartley Irrigation in collecting overdue amounts.

Authorized Signature



PLAN #1 - Electric Valve Removals & Mainline

PLAN IDEA #1

ELECTRIC VALVE REMOVALS

- Field #1: 33-34-35-36-37-38-39-40
- Field #2: 32-30-28-27-23-22-20-18

NOTE: Confirm electric valves/decoders being removed are not assigned to valves that are to stay

PLAN IDEA #2

Removal of Electric Valves noted above

- Unscrew Electric Valve
- Place 1.5" SCH 80 PVC Coupling (S x Fipt) on mainline threaded connection
- Place 1.5" SCH 80 - 6" from coupling into SCH 80 PVC Cap
- Install 2 concrete thrust blocks at end of SCH 80 PVC Cap
- Existing wire to be respliced & looped with 3M-DBYR 600V splices (plan for 5 new splices per location)

SOILS

- Compact existing soils
- Add more soil as needed where valve boxes were
- Seed/Penn Mulch as requested by City of Fishers

PLAN IDEA #3

Add PVC Class 200 3" mainline where shown to build loops

- All fittings to be PVC SCH 80
 - All locations to have concrete thrust blocks
- Add PVC Class 200 4" mainline to extend to new ball field
- All fittings to be PVC SCH 80
 - All locations to have concrete thrust blocks

Mainline looping to include SPEARS 3" & 4" TRU-UNION Ball Valves where shown

All 3" mainline additions to include PAIGE 14-2 wire for future use

All 4" mainline additions to include 2 x PAIGE 12-2 wires

- Connected to existing wiring system and extended to new field

At new field:



IR1.1

DBY 600 V splices

IR1.3

IR1.2

Operations

PLAN #3 - Baseline Control System Development & I

PLAN IDEA #1

DECODER Removal

- Field #1: 33-34-35-36-37-38-39-40
- Field #2: 32-30-28-27-23-22-20-18
- NOTE: Confirm decoders being removed are not assigned to electric valves that are truly stay in place

PLAN IDEA #2

DECODER Replacement

- Field #3: 31-29-26-25-24-21-19-17
- Field #4: 16-14-12-10-6-5-3-1
- Field #5: 15-13-11-9-8-7-4-2
- NOTE: Replace all TUCOR Decoders with Baseline Decoder (1 valve decoder)
- NOTE: When able --- clean wire connections to remove corrosion before installing new Baseline Decoder
- NOTE: 3M DBY 600 V splices
- NOTE: Clean interior of remaining valve boxes



PLAN #2 - Pond(s) Liquid Level Management System

PLAN IDEA #1

Redevelopment of Backflow Assembly on City Water Source

- Replace all PVC pipe coming into and exiting the backflow preventer with Copper Pipe
- Provide a 1" + assembly downstream of the RPZ for winterization usage
- Replace to below grade and 3-4' from intake and discharge piping assemblies

PLAN IDEA #2

Pour Concrete Pad under RPZ Assembly once rebuilt with Copper Piping and fittings Provide and install Aluminum Enclosure with lockable connection points in concrete pad

PLAN IDEA #3

Install 2 x 2" SPEARS TRU-UNION Ball Valves

- Connect one to existing 2" PVC piping headed to Garden Area
 - Connect one to new mainline TEE Sch 80 for delivery of water to far West Pond
- Install 2" PVC CLASS 200 from valve to pond edge of West Pond
- Place at 18" depth
 - Place 2 wire bundles of 12-2 Paige wire in trench
 - Place 3' coil of each wire end in valve box for future use

PLAN IDEA #4

2" PVC Class 200 Pipeline to West Pond

- Near pond (within 20') install RAINBIRD PESB 1.5"
- Provide 18/4 wire from PESB to PLATT Liquid Level Control Unit

PLAN #3 - Base

PLAN IDEA #1

DECODER Removal

- Field #1: 33-34-35-36-37-38-39
- Field #2: 32-30-28-27-23-22-20
- NOTE: Confirm decoders being are truly to stay in place

PLAN IDEA #2

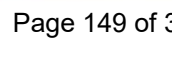
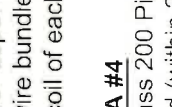
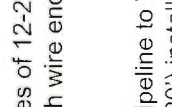
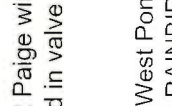
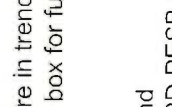
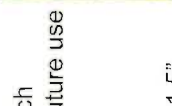
DECODER Replacement

- Field #3: 31-29-26-25-24-21-19
- Field #4: 16-14-12-10-6-5-3-1
- Field #5: 15-13-11-9-8-7-4-2
- NOTE: Replace all TUCOR Dec
- NOTE: When able — clean wire new Baseline Decoder
- NOTE: Clean interior of remaini

PLAN IDEA #3

TUCOR CONTROLLER Replace

- Remove Existing TUCOR Conti
- Install Baseline BL-1000 SS Wt
- Properly install field wiring at cc





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

MEETING DATE	12/19/2025	RESOLUTION NO.	R112525M
TITLE OF AGENDA ITEM	Request to Approve Project for Cyntheanne Park Electrical Infrastructure Improvements.		
PRESENTER/DEPARTMENT	Department of Public Works		
<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>On November 25, 2025, the Board of Public Works and Safety adopted Resolution No. R112525M, which approved the Cyntheanne Park Electrical Infrastructure Improvements project. The Resolution also directed the Director of Public Works to submit the bids received and an executed contract at the next BPW&S meeting. Attached are the bids received as well as an executed contract for the project.</p>		
EXPENDITURE \$	\$253,800		
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"/> 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:		



ELECTRICAL PROPOSAL

October 29, 2025

City of Fishers
Eric Steiner
10200 Eller Road
Fishers, IN 46205

Attn: Eric Steiner

Project: Cyntheanne Park irrigation pond pump and future field lighting power.
Mr. Steiner

We at Fredericks, Inc. are pleased to provide all labor, materials, and equipment for the following project.

- Provide and install new outdoor rated 480V 400Amp panel with 12 3pole 30 and 2 3pole 20amp
- Directional drill 900lf of 2- 3" HDPE conduit from the main electrical room to new pedestal. Use existing spare 400 Amp Breaker. Provide and install 3 handhole boxes for pull point.
- Install 2 parallel sets of 300Alum wire to feed 400Amp panel.
- Install 1-30KVA stepdown transformer to feed 100A 208/120V panel for low voltage equipment.
- Construct panel rack out of steel square tubing to mount the power panels to and leave room for musco controller on.
- Provide and install 2-20 Amp convenience receptacles on pedestal.
- Directional bore in 310 LF of 2- 1.25" HDPE conduit for branch wiring feed to pond pump motor, pull #6 copper wire for voltage drop.
- Work with the irrigation and pump manufacture to terminate power into the pump.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.
- Price includes concrete pedestals.

Total cost: 147,800.00

Notes:

- Sales tax excluded.
- Sporting lighting and installation by others.
- Pond pump system by others
- Irrigation work by other.
- Future sports lighting by other.



ELECTRICAL PROPOSAL

Thank you for considering Fredericks, Inc. for your construction needs.

Respectfully Submitted,

Brandon Filbrun
Fredericks, Inc. Contractors
Email: Brandon.filbrun@fredericksinc.com
Cell: 765.425.1307



ELECTRICAL PROPOSAL

October 29, 2025

City of Fishers
Eric Steiner
10200 Eller Road
Fishers, IN 46205

Attn: Eric Steiner

Project: City of Fishers. Cyntheanne Park sports lighting.
Mr. Steiner

We at Fredericks, Inc. are pleased to provide all labor, materials, and equipment for the following project.

- Provide and install new outdoor rated 480/277 225A lighting panel located between the two fields. Panel will have 8 -30amp and 1 20amp 3 pole breakers
- Directional drill 600' of 3" HDPE conduit from the main electrical room to new pedestal. Use existing spare 200 Amp Breaker. Provide and install Handhole box 24x36x36 hand hole next to building
- Construct panel rack out of steel square tubing to mount the lighting panel and musco controller on.
- Provide and install 15kwn control transformers for lighting controls and convenience GFI outlet.
- Directional bore in 1,700lf of 1.5" HDPE conduit for branch wiring feeds to 6 light poles and pull #6 copper wire to the furthest East and west poles and #8 copper to the center poles.
- Work with Custer electric to install the conduit and wiring in the poles. Terminate each pole at the designated power box.
- Provide handhole boxes on the longer runs to avoid any conduit work across the field.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.

Total cost: \$106,000.00

Notes:

- Sales tax excluded.
- Sporting lighting and installation by others.
- Sports lighting controller by others and installed by EC.

Thank you for considering Fredericks, Inc. for your construction needs.

Respectfully Submitted,

Brandon Filbrun
Fredericks, Inc. Contractors
Email: Brandon.filbrun@fredericksinc.com
Cell: 765.425.1307





Nugent Electric Inc.

2106 Ohio Ave.
Anderson, IN 46016

Phone #	Fax #
7656438854	765-643-4520

E-mail	nugentelectric@comcast.net
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NAME / ADDRESS

Fishers Indiana
Public Works
One Municipal Drive
Fishers, IN 46038
Attn: Eric Steiner

PROPOSAL

DATE	ESTIMATE #
12/11/2025	9897

A 4% service charge will be added if paying by Credit Card

Total may change due to increase of material cost.

Terms	
Net 30	

DESCRIPTION	COST	TOTAL
RE: Cyntheanne Park Upper Pod		
LABOR AND MATERIALS FOR ELECTRICAL INSTALLATION AS PER THE FOLLOWING:		
<ul style="list-style-type: none"> • Provide and install new outdoor rated 480/277 225A lighting panel located between the two fields. Panel will have 8 -30amp and 1 20amp 3 pole breakers • Directional drill 600' of 3" HDPE conduit from the main electrical room to new pedestal. Use existing spare 200 Amp Breaker. Provide and install Handhole box 24x36x36 hand hole next to building • Construct panel rack out of steel square tubing to mount the lighting panel and musco controller on. • Provide and install 15kwn control transformers for lighting controls and convenience GFI outlet. • Directional bore in 1,700lf of 1.5" HDPE conduit for branch wiring feeds to 6 light poles and pull #6 copper wire to the furthest East and west poles and #8 copper to the center 	274,000.00	274,000.00
SUBMITTED BY JOSH WATERS	TOTAL	

Please forward a sales tax exemption certificate if your business is exempt.



Nugent Electric Inc.

2106 Ohio Ave.
Anderson, IN 46016

Phone #	Fax #
7656438854	765-643-4520

E-mail	nugentelectric@comcast.net
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NAME / ADDRESS
Fishers Indiana Public Works One Municipal Drive Fishers, IN 46038 Attn: Eric Steiner

PROPOSAL

DATE	ESTIMATE #
12/11/2025	9897

A 4% service charge will be added if paying by Credit Card

Total may change due to increase of material cost.

Terms	
Net 30	

DESCRIPTION	COST	TOTAL
<p>poles.</p> <ul style="list-style-type: none"> • Work with Custer electric to install the conduit and wiring in the poles. Terminate each pole at the designated power box. • Provide handhole boxes on the longer runs to avoid any conduit work across the field. • Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas. • Proposal includes private locates • Proposal includes vacuum excavation where required. 		

SUBMITTED BY JOSH WATERS	TOTAL
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Please forward a sales tax exemption certificate if your business is exempt.



Nugent Electric Inc.

2106 Ohio Ave.
Anderson, IN 46016

Phone #

Fax #

7656438854

765-643-4520

E-mail

nugentelectric@comcast.net

NAME / ADDRESS

Fishers Indiana
Public Works
One Municipal Drive
Fishers, IN 46038
Attn: Eric Steiner

PROPOSAL

DATE	ESTIMATE #
12/11/2025	9897

A 4% service charge will be added if paying by Credit Card

Total may change due to increase of material cost.

Terms	
Net 30	

DESCRIPTION	COST	TOTAL
WORK TO BE COMPLETED ON STRAIGHT TIME BASIS, SALES TAX NOT APPLICABLE.		
SUBMITTED BY JOSH WATERS		TOTAL \$274,000.00

We propose hereby to furnish material and labor--complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our works are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Please forward a sales tax exemption certificate if your business is exempt.



Re: Cyntheanne Park Electrical Upgrades

From Scott Eiker <seiker@designandbuildcorp.com>

Date Wed 12/10/2025 10:35 AM

To Eric Steiner <steinere@fishersin.gov>

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

Eric,

Thank you for the inquiry, but our current work load will prevent us from pursuing this project.

Thank you,

Scott Eiker

On Dec 10, 2025, at 9:31 AM, Eric Steiner <steinere@fishersin.gov> wrote:

Hi Scott,

Please quote the following for Cyntheanne Park Upper Pod:

- Provide and install new outdoor rated 480/277 225A lighting panel located between the two fields. Panel will have 8 -30amp and 1 20amp 3 pole breakers
- Directional drill 600' of 3" HDPE conduit from the main electrical room to new pedestal. Use existing spare 200 Amp Breaker. Provide and install Handhole box 24x36x36 hand hole next to building
- Construct panel rack out of steel square tubing to mount the lighting panel and musco controller on.
- Provide and install 15kwn control transformers for lighting controls and convenience GFI outlet.
- Directional bore in 1,700lf of 1.5" HDPE conduit for branch wiring feeds to 6 light poles and pull #6 copper wire to the furthest East and west poles and #8 copper to the center poles.
- Work with Custer electric to install the conduit and wiring in the poles. Terminate each pole at the designated power box.
- Provide handhole boxes on the longer runs to avoid any conduit work across the field.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.

Thanks.

Public Work Agreement (Short Form)

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

“CONTRACTOR”:

Fredericks, Inc.
136 W. Main St.
Markleville, IN 46056
765-425-1307
Brandon.Filbrun@fredericksinc.com

For Work at the Following “PROJECT”:

Cyntheanne Park Fields Electrical Infrastructure
Improvement 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 \$253,800.00 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: Scott Fadness

Title: Mayor

AGREEMENT DATE: 12/01/2025

FREDERICKS, INC.

Signed: Brandon Filbrun

Printed: Brandon Filbrun

Title: pm

Date: 12-1-2025

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)



ELECTRICAL PROPOSAL

October 29, 2025

City of Fishers
Eric Steiner
10200 Eller Road
Fishers, IN 46205

Attn: Eric Steiner

Project: Cyntheanne Park irrigation pond pump and future field lighting power.
Mr. Steiner

We at Fredericks, Inc. are pleased to provide all labor, materials, and equipment for the following project.

- Provide and install new outdoor rated 480V 400Amp panel with 12 3pole 30 and 2 3pole 20amp
- Directional drill 900lf of 2- 3" HDPE conduit from the main electrical room to new pedestal. Use existing spare 400 Amp Breaker. Provide and install 3 handhole boxes for pull point.
- Install 2 parallel sets of 300Alum wire to feed 400Amp panel.
- Install 1-30KVA stepdown transformer to feed 100A 208/120V panel for low voltage equipment.
- Construct panel rack out of steel square tubing to mount the power panels to and leave room for musco controller on.
- Provide and install 2-20 Amp convenience receptacles on pedestal.
- Directional bore in 310 LF of 2- 1.25" HDPE conduit for branch wiring feed to pond pump motor, pull #6 copper wire for voltage drop.
- Work with the irrigation and pump manufacture to terminate power into the pump.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.
- Price includes concrete pedestals.

Total cost: 147,800.00

Notes:

- Sales tax excluded.
- Sporting lighting and installation by others.
- Pond pump system by others
- Irrigation work by other.
- Future sports lighting by other.



ELECTRICAL PROPOSAL

Thank you for considering Fredericks, Inc. for your construction needs.

Respectfully Submitted,

Brandon Filbrun
Fredericks, Inc. Contractors
Email: Brandon.filbrun@fredericksinc.com
Cell: 765.425.1307



ELECTRICAL PROPOSAL

October 29, 2025

City of Fishers
Eric Steiner
10200 Eller Road
Fishers, IN 46205

Attn: Eric Steiner

Project: City of Fishers. Cyntheanne Park sports lighting.
Mr. Steiner

We at Fredericks, Inc. are pleased to provide all labor, materials, and equipment for the following project.

- Provide and install new outdoor rated 480/277 225A lighting panel located between the two fields. Panel will have 8 -30amp and 1 20amp 3 pole breakers
- Directional drill 600' of 3" HDPE conduit from the main electrical room to new pedestal. Use existing spare 200 Amp Breaker. Provide and install Handhole box 24x36x36 hand hole next to building
- Construct panel rack out of steel square tubing to mount the lighting panel and musco controller on.
- Provide and install 15kwn control transformers for lighting controls and convenience GFI outlet.
- Directional bore in 1,700lf of 1.5" HDPE conduit for branch wiring feeds to 6 light poles and pull #6 copper wire to the furthest East and west poles and #8 copper to the center poles.
- Work with Custer electric to install the conduit and wiring in the poles. Terminate each pole at the designated power box.
- Provide handhole boxes on the longer runs to avoid any conduit work across the field.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.

Total cost: \$106,000.00

Notes:

- Sales tax excluded.
- Sporting lighting and installation by others.
- Sports lighting controller by others and installed by EC.

Thank you for considering Fredericks, Inc. for your construction needs.

Respectfully Submitted,

Brandon Filbrun
Fredericks, Inc. Contractors
Email: Brandon.filbrun@fredericksinc.com
Cell: 765.425.1307



RESOLUTION NO. R121925

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING AMENDMENT TO EMPLOYEE WELLNESS SERVICES AGREEMENT
WITH COMMUNITY HEALTH NETWORK, INC.**

WHEREAS, Community Health Network, Inc. (“CHNw”) is an integrated health care delivery system;

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) entered into a contract with CHNw in January 2022, for Fishers’ employee wellness center; and

WHEREAS, CHNw and Fishers desire to amend their contract to renew the contract for years 2026 through 2031, as shown on the attached Exhibit A, 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 the Amendment to Employee Wellness Services Agreement (“Amendment”), as more particularly described in Exhibit A, which is attached hereto and incorporated herein.

- Section 2.** The Board hereby further authorizes the Mayor or the Director of the Human Resources 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 19th day of December 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

**FIRST AMENDMENT
TO
EMPLOYEE WELLNESS SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE Employee Wellness Services Agreement (this “First Amendment”), effective as of December [REDACTED] 2025 (the “Amendment Effective Date”), is entered into by and between **Community Health Network, Inc.**, an nonprofit corporation in Indianapolis, Indiana (“Community”) and **City of Fishers**, Hamilton County, Indiana (“Employer”).

RECITALS

WHEREAS, Community and Employer entered into an Employee Wellness Services Agreement dated the 3rd day of January of 2022 (the “Agreement”) for the purpose of operating an Employee Health Clinic and offering certain primary care services, health and wellness screenings, and other health care services to Employer’s Eligible Persons; and

WHEREAS, Community and Employer desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual agreements and conditions contained herein and intending to be legally bound, the parties agree that the Agreement is hereby amended as follows:

1. Definition of “Eligible Persons”. Article I. Definitions, B. “Eligible Persons” is edited as follows:
 - 6.1. Section 1.3 is deleted in its entirety and replaced with the following:
“1.3 Retirees with 15 years of service to the Employer and at least 45 years old (and until age 65).”
 - 6.1. The following paragraph is deleted in its entirety and not replaced:
“Notwithstanding the foregoing, children under the age of two (2) shall not be Eligible Persons and children under age eighteen (18) shall not be Eligible Persons for purposes of Wellness Services.”

2. Account Manager. The term “Account Manager,” wherever used, shall refer to “Director of Business Development” in place of “Executive Director, Sales and Account Management”.

3. Medical Services. Section 1.2, Hours of Operation, is hereby deleted in its entirety and replaced with the following:
 - “1.2 Hours of Operation. The days on which the Clinic will operate, and the hours of operation on those days, will be determined by Community, after consultation with Employer, and shall typically be:

Monday	7:00AM-3:30PM
Tuesday	7:30AM-4:00PM
Wednesday	8:30AM-5:00PM
Thursday	7:30AM-4:00PM
Friday	7:30AM-4:00PM

However, should the parties offer virtual health care services, the hours for those services shall be separately negotiated.

Unless otherwise specifically agreed by the parties, the Clinic will *not* be open during recognized national holidays including New Year's Eve and New Year's Day, Saturday before Easter, Memorial Day, Independence Day, Saturday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Saturday after Thanksgiving, Christmas Eve, Christmas Day. The Clinic may also be closed as necessary due to unusually inclement weather and other reasons beyond the control of Community. Except for virtual services, if any, Medical Services will only be available to Eligible Persons during the Clinic's hours of operation."

4. Term.

4.1. Article IV, A. Term. is hereby deleted in its entirety and replaced with the following:

"A. Term. Except as set forth herein, the Initial Term of this Agreement will commence on January 1, 2026 (the "Commencement Date") and will expire at 12:01 a.m. on December 31, 2031 (the "Initial Term"). Thereafter, this Agreement will renew for successive one- year terms ("Renewal Term") unless either party provides a written notice of non-renewal at least ninety (90) days prior to the end of each Renewal Term. For those obligations of either party for which performance is required prior to the Commencement Date, the effective date of this Agreement will be the Execution Date."

4.2 Article IV, C.1.6 is hereby deleted in its entirety and replaced with the following:

"1.6 After this Agreement, as amended, has been in effect for at least three (3) years from January 1, 2026, either Party may terminate this Agreement without cause by providing the other party with one hundred eighty (180) days' written notice."

5. Fees. Article V., A. Initial Term Fees, is hereby deleted in its entirety and replaced with the following:

"A. Initial Term Fees. The fee for the first year of the Initial Term of this Agreement shall be two hundred and fifty thousand dollars (\$285,000) ("Fee") and each successive year of the term the Fee shall be increased by four percent (%) beginning on January 1. Community will invoice Employer, and Employer agrees to pay to

Community within thirty (30) days following the date of each invoice, one-twelfth (1/12) of the Fee; therefore, the first year of the Initial Term the monthly amount shall be twenty-three thousand seven hundred and fifty dollars (\$23,750). Community will also invoice Employer monthly for all other services that Employer elects for Eligible Persons to receive (for example, lab services or drugs) on or before the 15th day of each month and Employer agrees to pay such invoices to Community within thirty (30) days of the date of each invoice.”

6. Eligible Persons.

6.1. Article I.B. “Eligible Persons” definition is amended by deleting the following sentence in its entirety without replacement:

“Notwithstanding the foregoing, children under the age of two (2) shall not be Eligible Persons and children under age eighteen (18) shall not be Eligible Persons for purposes of Wellness Services.”

6.2. Exhibit A. Medical Services, second paragraph is hereby deleted in its entirety and replaced with the following:

“Only Medical Services provided to Eligible Persons at Employer’s Clinic location are covered by this Agreement. Community has the exclusive and sole authority to determine whether a particular service is a covered Medical Service.”

7. Exhibit B. Wellness and Screening Services. Exhibit B. Wellness and Screening Services is amended by deleting the following sections in their entirety without replacement:

“Wellness Incentives Management Program

Community’s incentive programs are developed to obtain a clinical baseline for certain biometrics and health behaviors, track and improve on those measures and provide education through our wellness programs. By being consistent in what is incentivized each year through the wellness programs, Community tracks progress year over year and the overall health changes of your Eligible Person population. As part of the fee we support incentives tied to the following:

Incentive Task	Reward Based On	Frequency of Task
Health Risk Assessment	Completion	Annual
Annual Physical/Wellness Review	Completion	Annual
Biometric Screening	Completion/Outcomes	Annual
Nicotine Attestation or Cotinine Testing:	Completion/Outcomes	Annual
Meet with Health Coach	Completion	Annual
Community Wellness Programs	Completion	Monthly/Quarterly/Annual

If Outcomes Based

Biometric Measure	Goal Range	Alternate Standard	Retest or Alt. Standard Measure
BMI OR	18.5 - 24.9	Retest or Meet with Health Coach	Meet Goal or 10% improvement
Waist Circumference	Female <= 35 in. Male <= 40 in.	Retest or Meet with Health Coach	Meet Goal or 10% improvement
Hemoglobin A1c	< 5.7	Retest or Meet with Health Coach	Meet Goal or 10% improvement
Blood Pressure	< 120/80	Retest or Meet with Health Coach	Meet Goal or 10% improvement
Total cholesterol/ HDL cholesterol Ratio	Male < 3.4 Female < 3.3	Retest or Meet with Health Coach	Meet Goal or 10% improvement
Cotinine Test	Pass	Retest or Meet with Health Coach	Meet Goal
Nicotine attestation	Tobacco free for >=90 days	Retest or Meet with Health Coach	Meet Goal or complete HC tasks

...

And,

“Incentives Delivery

Community is not responsible for the delivery of incentive awards to the Eligible Person (by way of example only applying additional contribution dollars into an Eligible Person's health savings account), and this will remain the sole responsibility of the Participating Employer.”

And,

“Standard Incentive File Layout

Incentive files will be delivered to Employer by Community in any of the following intervals at the discretion of Employer: Monthly, Quarterly or Annually. Each file will be delivered within the end of the respective timeline and will be in a format to be reasonably agreed upon by the Parties.”

8. Exhibit C. Fees. Exhibit C. Fees is hereby modified as follows:

“1. **Monthly Fees**

\$23,750 for the first year of the current term.

Each successive year, the Monthly Fees shall increase by four percent (4%) each year beginning January 1.

2. **Fees for Other Services Elected by Employer**

Service	Cost
Pharmaceutical services	Community Cost
Laboratory services	Community Cost

...”

9. **No Further Modification.** Except as and to the extent expressly modified by this Amendment or as otherwise required to effectuate the intent of this Amendment, the Agreement remains in full force and effect. A term not otherwise defined herein shall have the meaning set forth in the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Employee Wellness Services Agreement as of the date written above. Each party to this Agreement warrants it has full power and authority to enter into this Agreement, and the person signing on behalf of the party is duly authorized and empowered to enter into this Agreement.

COMMUNITY HEALTH NETWORK, INC. CITY OF FISHERS

By: _____

Printed: Patrick McGill, MD

Title: CEO

Date: _____

By: _____

Printed: Scott Fadness

Title: Mayor

Date: _____



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. R121925A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING AMENDMENT TO MASTER RELATIONSHIP AGREEMENT WITH
COMMUNITY HEALTH NETWORK, INC.**

WHEREAS, Southeastern Indiana Health Organization, Inc. (“SIHO”) is a licensed health maintenance organization ("HMO") offering health insurance coverage in the group market in the State of Indiana and providing administrative services to employee health plans;

WHEREAS, Community Health Network, Inc. (“CHNw”) is an integrated health care delivery system;

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) maintains an employee health plan and entered into a contract with SIFO and CHNw on January 1, 2022, for Fishers’ employee health plan;

WHEREAS, the Board of Public Works & Safety approved Resolution No. R032823C which amended the contract between SIHO, CHNw and Fishers to renew the contract and approve a Finalized Rate Addendum for Plan Year 2023; and

WHEREAS, SIHO, CHNw and Fishers desire to further amend their contract to renew the contract for 2026 through 2031, as shown on the attached Exhibit A, 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 the Amendment to Master Relationship Agreement (“Amendment”) in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor or the Director of the Human Resources 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 19th day of December 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

FIRST AMENDMENT TO MASTER RELATIONSHIP AGREEMENT

THIS FIRST AMENDMENT (the “AMENDMENT”) TO THE MASTER RELATIONSHIP AGREEMENT is made effective as of the last date signed party hereto (“**Effective Date**”) and is entered into by and between **Southeastern Indiana Health Organization, Inc.**, and its corporate parents, affiliates, and subsidiaries, (“**SIHO**”), **Community Health Network, Inc.**, (“**CHNw**”), and the **City of Fishers, Indiana**, (“**Fishers**”).

WITNESSETH:

WHEREAS, the Parties entered into a Master Relationship Agreement, signed on or before January 3rd, 2022, with an effective date of January 1st, 2022 (the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The parties agree to amend and extend the Term of the Agreement to run from January 1st, 2026 through December 31st, 2031.
2. The Parties agree that there shall be no premium increase for the Plan for the 2026 Plan Year (beginning on January 1st, 2026 and ending on December 31st, 2026).
3. The Parties agree that EAP and Employer Clinic agreements shall remain under separate contracts but shall be renewed by the relevant Parties for the same timeline as described above in Item 1.
4. The Parties agree that, for Plan Year 2026 and beyond, the two-tier network design, described in Section 1.1 of the Agreement, shall be maintained but that there shall be an increase in Out-of-Network Cost Sharing, all pursuant to the following (all of which shall be reflected in the Plan’s SPD, SBC, and/or any other relevant/related documentation):
 - a. In-Network – HDHP Regulatory Minimum Deductible shall be maintained.
 - b. Out-of-Network
 - i. Deductibles and Coinsurance shall no longer cross-apply between in-network and out-of-network.
 - ii. Deductibles shall be \$7,000 for Individual, \$14,000 for Family.
 - iii. Out-of-Pocket Maximum shall be \$10,000 for Individual, \$18,000 for Family.
 - iv. Coinsurance shall be 50%.
 - c. NOTE: These figures shall be subject to review as needed and may be updated upon mutual agreement by the Parties. The Parties agree that SIHO may unilaterally change these figures pursuant to relevant statutory or regulatory requirements upon prior notice to the other Parties.

- This space intentionally left blank. -

5. The Parties agree that the following parameters shall apply when calculating renewal premium increases following the 2026 Plan Year. For the 2027 Plan Year renewal, SIHO shall use paid claim data with Dates of Service from January 1st through June 30th 2026 to determine Preventable Leakage. For the Plan Year 2028-2031 renewals, SIHO shall use paid claim data with Dates of Service from the period running from July 1st through June 30th immediately preceding each Plan Year (e.g. paid claim data from July 1st, 2026 through June 30th, 2027 for the 2028 Plan Year renewal) to determine Preventable Leakage, For all Plan Year renewals, SIHO shall use paid claim data with Dates of Service from the period running from July 1st through June 30th immediately preceding each Plan Year (e.g. paid claim data from July 1st, 2025 through June 30th, 2026 for the 2027 Plan Year renewal), including an estimate of Incurred But Not Reported (IBNR) claims, to calculate the Medical Loss Ratio and determine the applicable premium change for the following year pursuant to the tables below.

Renewal Premium Increase Parameters – Preventable Leakage* at or Below 10% of Billed Charges

Medical Loss Ratio	Renewal Premium Change
Less Than/Equal To 80%	3% Decrease
Over 80% but Less Than/Equal To 88%	No Change
Over 88% but Less Than/Equal To 100%	4% Increase
Over 100%	6% Increase

Renewal Premium Increase Parameters – Preventable Leakage* Greater than 10% of Billed Charges

Medical Loss Ratio	Renewal Premium Change
Less Than/Equal To 80%	3% Decrease
Over 80% but Less Than/Equal To 88%	3% Increase
Over 88% but Less Than/Equal To 100%	8% Increase
Over 100%	12% Increase

6. * Preventable Leakage is defined as services provided outside of the Community Health Direct provider network and excludes urgent care and emergency room services, and services which cannot be provided by a Community Health Direct network provider. SIHO will provide reporting on Preventable Leakage no less than quarterly.
7. Capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to them in the Agreement. The Agreement shall otherwise remain unchanged and continue in full force and effect except as modified by this Amendment. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control, but only with respect to accomplishing the purposes stated herein.

- This Space Intentionally Left Blank -

In witness whereof, the parties by their duly authorized representatives have executed this Amendment as of the dates set forth below.

**SOUTHEASTERN INDIANA HEALTH ORGANIZATION,
INC.**

COMMUNITY HEALTH NETWORK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed

Date Signed

CITY OF FISHERS, INDIANA

By: _____

Printed Name: _____

Title: _____

Date Signed



Board Action Form

MEETING DATE	12/19/2025			
TITLE	Request to renew Cyber Security Professional Services			
SUBMITTED BY	Name & Title: Tracy Gaynor			
	Department: IT			
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 checked="" type="checkbox"/> Resolution	<input 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
				<input type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R121925	
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 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 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 checked="" 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 type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	This is a request to renew cybersecurity professional services for the city's end points that includes log review, incident response, identity protection management, cloud asset protection that is provided 24x7. These services are being sold through SHI, who is a preferred vendor with the city, and who also holds a quantity purchase agreement with the State of Indiana (QPA 70026). Fortunately for the city, a portion of our services are now being provided by a state contract as well which saves the city \$44,017.45.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$138,000.00
	Expenditure \$:	\$94,409.23
	Source of Funds:	2025 Operating Budget
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
PROJECT TIMELINE	2-4 weeks	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Highly recommend approval of this request.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121925B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT TO RENEW CYBERSECURITY PROFESSIONAL SERVICES

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 request to renew cybersecurity services for the City’s end points that includes log review, incident response, identity protection management, and cloud asset protection that is provided 24/7;

WHEREAS, in accordance with Ind. Code § 5-22-10-15, a purchasing agent may make a special purchase when a person has a contract with a federal/state agency and the person’s contract with the federal/state agency requires the person to make the supplies available to the state or political subdivision;

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, IT desires to renew cybersecurity services with SHI through a quantity purchase agreement with the State of Indiana (QPA 70026), in the amount of \$94,409.23, which provides a savings to the City in the amount of \$44,017.45 (“Special Purchase”).

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 SHI in an amount not to exceed \$94,409.23, as described herein.
- Section 2.** The Board hereby authorizes the Mayor to execute a purchase order, agreement, and any and all documents necessary to implement this purchase.
- 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 19th day of December 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

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”), _____ an Indiana _____ (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 _____ (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. 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.** 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.

Moreover, 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 covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, 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

By: _____
Scott Fadness, Mayor

By: _____

Its: _____

EXHIBIT B
EFT Form

**EXHIBIT C
E-VERIFY AFFIDAVIT**

_____ ("Affiant"), the _____ of _____ an
Indiana _____ ("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.

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			
<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. R121925C

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AMENDING THE CITY OF FISHERS' TRAFFIC AND PARKING SCHEDULES

WHEREAS, the Common Council (“Council”) of the City of Fishers, Hamilton County, Indiana (“City”) meeting in regular session, adopted Ordinance No. 031615B delegating various authorities regarding the City’s Traffic Code to the Board of Public Works & Safety (“Board”);

WHEREAS, from time to time, the Board must revise the City’s Traffic & Parking Code and Schedules to accommodate traffic improvements and change in traffic flow within the City’s corporate boundaries; and

WHEREAS, the Board now desires to amend the following Traffic Schedules: Chapter 74, Traffic Schedule I (Through Streets and Stop Intersections), Schedule II (Yield Intersections), Traffic Schedule III C. (Speed Limits).

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

- Section 1.** The Board hereby amends Chapter 74, Traffic Schedule I (Through Streets and Stop Intersections) by **adding** certain intersections as further defined in Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby amends Chapter 74, Traffic Schedule II (Yield Intersections) by **adding** certain intersections as further defined in Exhibit B, which is attached hereto and incorporated herein.
- Section 3.** The Board hereby amends Chapter 74, Traffic Schedule III C. (Speed Limits) by **adding** certain streets as further defined in Exhibit C, which is attached hereto and incorporated herein.
- Section 4.** The Board hereby amends Chapter 74, Traffic Schedule III A. (Speed Limits) by **adding** certain streets as further defined in Exhibit D, which is attached hereto and incorporated herein.
- Section 5.** All other provisions of Fishers’ Traffic Code not in conflict with or specifically changed by this amendment shall remain in full force and effect.
- Section 6.** This amendment shall become effective upon its adoption and publication in accordance with law.

ALL OF WHICH IS RESOLVED by this City of Fishers Board of Public Works & Safety this 19th day of December 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

EXHIBIT A

Chapter 74, Traffic Schedule I (Through Streets and Stop Intersections) is hereby amended by adding the following intersections:

<i>Street Name</i>	<i>Intersecting Street</i>	<i>Res./Ord. No.</i>	<i>Passing Date</i>
Tharp Woods Drive	Cyntheanne Road	R121925C	12/19/2025
Tharp Woods Drive	Meadow Frost Court	R121925C	12/19/2025
Meadow Frost Court	Vickery Ridge Drive	R121925C	12/19/2025
Vickery Ridge Drive	Tharp Woods Drive	R121925C	12/19/2025
Lyndale Drive	Danestream Drive	R121925C	12/19/2025
Aubrey Lane	Danestream Drive	R121925C	12/19/2025
Aubrey Lane	Manderley Street	R121925C	12/19/2025
Manderley Street	Lyndale Lane	R121925C	12/19/2025
Hurst Road	Aubrey Lane	R121925C	12/19/2025
Hurst Road	Lyndale Drive	R121925C	12/19/2025
Manderley Street	Florida Road	R121925C	12/19/2025
Covebrook Lane	Florida Road	R121925C	12/19/2025
Covebrook Lane	Sage Creek Bend	R121925C	12/19/2025
Sage Creek Bend	Garden Mist Place	R121925C	12/19/2025
Garden Mist Place	Covebrook Lane	R121925C	12/19/2025
Quiet Trace Court	Garden Mist Place	R121925C	12/19/2025
Garden Mist Place	Cyntheanne Road	R121925C	12/19/2025
Sage Creek Bend	Cyntheanne Road	R121925C	12/19/2025
Diplomat Boulevard	Sand Run Lane	R121925C	12/19/2025
Diplomat Boulevard	Sand Run Lane	R121925C	12/19/2025
Rathbun Court	Sand Run Lane	R121925C	12/19/2025
Arndale Court	Edgerton Lane	R121925C	12/19/2025
Perrault Court	Edgerton Lane	R121925C	12/19/2025
Sand Run Lane	Drayton Way	R121925C	12/19/2025
Drayton Way	Edgerton Lane	R121925C	12/19/2025
Drayton Way	Grimshaw Drive	R121925C	12/19/2025
Province Court	Edgerton Lane	R121925C	12/19/2025
Vermillion Drive	Edgerton Lane	R121925C	12/19/2025
Vermillion Drive	Connecticut Avenue	R121925C	12/19/2025
Newberry Way	Vermillion Drive	R121925C	12/19/2025

Newberry Way	Endicott Way	R121925C	12/19/2025
Kenora Lane South	Vermillion Drive	R121925C	12/19/2025
Kenora Lane North	Vermillion Drive	R121925C	12/19/2025
Kenora Lane North	Endicott Way	R121925C	12/19/2025
Gardiner Court	Kenora Lane North	R121925C	12/19/2025
Endicott Way	Kensington Lane	R121925C	12/19/2025
Wheatley Court	Kensington Lane	R121925C	12/19/2025
Stableview Drive	Kensington Lane	R121925C	12/19/2025
Sandusky Court	Kensington Lane	R121925C	12/19/2025
Kensington Lane	Connecticut Avenue	R121925C	12/19/2025
Kensington Lane	Dominion Drive	R121925C	12/19/2025
Grimshaw Drive	Dominion Drive	R121925C	12/19/2025
Bigstone Drive	Grimshaw Drive	R121925C	12/19/2025
Bigstone Drive	Hamburg Drive	R121925C	12/19/2025
Dryden Court	Bigstone Drive	R121925C	12/19/2025
Wenesaga Court	Bigstone Drive	R121925C	12/19/2025
Big Sky Drive	Hamburg Drive	R121925C	12/19/2025
Shull Farm Drive	Big Sky Drive	R121925C	12/19/2025
Shull Farm Drive	East 101 st Street	R121925C	12/19/2025
Diplomat Boulevard	East 101 st Street	R121925C	12/19/2025
Bowesmont Drive	Hamburg Drive	R121925C	12/19/2025
Hamburg Drive	Wilsons Farm Drive	R121925C	12/19/2025
Dominion Drive	Hamburg Drive	R121925C	12/19/2025
Stableview Drive	Wilsons Farm Drive	R121925C	12/19/2025
Stableside Court	Stableview Drive	R121925C	12/19/2025
Meriman Court	Wilsons Farm Drive	R121925C	12/19/2025
Sanford Court	Wilsons Farm Drive	R121925C	12/19/2025
West Drive	101 st Street	R121925C	12/19/2025
East Drive	101 st Street	R121925C	12/19/2025
Martha Street	Florida Road	R121925C	12/19/2025
Brenda Court	Lin Road	R121925C	12/19/2025
Luxhaven Road	Florida Road	R121925C	12/19/2025
Burnt Rock Lane	Flat Fork Drive	R121925C	12/19/2025
Flat Fork Drive	Connecticut Avenue	R121925C	12/19/2025
High Meadow Court	Flat Fork Drive	R121925C	12/19/2025
Spring Bank Court	Flat Fork Drive	R121925C	12/19/2025
Rocky Creek Lane	Flat Fork Drive	R121925C	12/19/2025
Flat Fork Drive	Portage Trail Lane	R121925C	12/19/2025
Riffleview Court	Rocky Creek Lane	R121925C	12/19/2025
High Rock Court	Rocky Creek Lane	R121925C	12/19/2025
Deep Wood Court	Portage Trail Lane	R121925C	12/19/2025

Portage Woods Drive	Portage Trail Lane	R121925C	12/19/2025
Portage Trail Lane	Edgewood Drive	R121925C	12/19/2025
Hunting Meadow Drive	Edgewood Drive	R121925C	12/19/2025
Cliffside Drive	Edgewood Drive	R121925C	12/19/2025
Edgewood Drive	Cliffside Drive	R121925C	12/19/2025
Edgewood Drive	Connecticut Avenue	R121925C	12/19/2025
Song Creek Court	Cliffside Drive	R121925C	12/19/2025
Buck Ridge Lane	Cliffside Drive	R121925C	12/19/2025
Towpath Court	Buck Ridge Lane	R121925C	12/19/2025
Fishers Crossing Drive	Allisonville Road	R121925C	12/19/2025
Fishers Crossing Drive	Fishers Station Way	R121925C	12/19/2025
Crossing Place	Allisonville Road	R121925C	12/19/2025
Crossing Place	Fishers Crossing Drive	R121925C	12/19/2025
Fishers Landing Drive	116 th Street	R121925C	12/19/2025
Fishers Landing Drive	Allisonville Road	R121925C	12/19/2025
Fishers Landing Drive	Fishers Landing Drive	R121925C	12/19/2025
Connecticut Avenue	Southeastern Parkway	R121925C	12/19/2025
113 th Street	Southeastern Parkway	R121925C	12/19/2025
Southeastern Parkway	113 th Street	R121925C	12/19/2025
Southeastern Parkway	Southeastern Parkway	R121925C	12/19/2025
Sunland Farm Drive	Southeastern Parkway	R121925C	12/19/2025

EXHIBIT B

Chapter 74, Traffic Schedule II (Yield Intersections) is hereby amended by adding the following intersections:

<i>Street Name</i>	<i>Direction of Travel</i>	<i>Intersecting Street</i>	<i>Res./Ord. No.</i>	<i>Passing Date</i>
131st Street	All	Howe Road	R121925C	12/19/2025
Hoosier Road	All	121st Street	R121925C	12/19/2025
Johnson Farm Way	West	Hoosier Road	R121925C	12/19/2205
121 st Street	East	Hoosier Road	R121925C	12/19/2025

EXHIBIT C

Chapter 74, Traffic Schedule III C (Speed Limits) is hereby amended by adding the following roads:

<i>Street Name</i>	<i>Subdivision</i>	<i>Speed Limit</i>
West Drive	Rosanna Village	25
East Drive	Rosanna Village	25
Park Drive	Rosanna Village	25
Brenda Court	Dale-Mar	25
Lin Road	Dale-Mar	25
Martha Street	Luxhaven	25
Luxhaven Road	Luxhaven	25
Meith Street	Luxhaven	25
Flat Fork Drive	Bluffs at Flat Fork	25
Spring Bank Court	Bluffs at Flat Fork	25
High Rock Court	Bluffs at Flat Fork	25
Burnt Rock Court	Bluffs at Flat Fork	25
Rocky Creek Lane	Bluffs at Flat Fork	25
Riffleview Court	Bluffs at Flat Fork	25
High Meadow Court	Bluffs at Flat Fork	25
Deepwood Court	Ridge at Flat Fork	25
Portage Trail Lane	Ridge at Flat Fork	25
Portage Woods Drive	Ridge at Flat Fork	25
Hunting Meadow Drive	Ridge at Flat Fork	25
Edgewood Drive	Ridge at Flat Fork	25
Song Creek Court	Ridge at Flat Fork	25
Cliffside Drive	Ridge at Flat Fork	25
Buck Ridge Lane	Village at Flat Fork	25

Towpath Court	Village at Flat Fork	25
Diplomat Drive	Woods at Vermillion	25
Arndale Court	Woods at Vermillion	25
Rathbun Court	Woods at Vermillion	25
Edgerton Lane	Woods at Vermillion	25
Sand Run Lane	Woods at Vermillion	25
Perrault Court	Woods at Vermillion	25
Drayton Way	Woods at Vermillion	25
Province Court	Woods at Vermillion	25
Vermillion Drive	Woods at Vermillion	25
Newberry Way	Woods at Vermillion	25
Kenora Lane South	Woods at Vermillion	25
Kenora Lane North	Woods at Vermillion	25
Gardner Court	Woods at Vermillion	25
Endicott Way	Heritage at Vermillion	25
Kensington Lane	Heritage at Vermillion	25
Wheatley Court	Heritage at Vermillion	25
Sandusky Court	Heritage at Vermillion	25
Stableview Drive	Heritage at Vermillion	25
Stableside Court	Heritage at Vermillion	25
Wilsons Farm Drive	Heritage at Vermillion	25
Dominion Drive	Heritage at Vermillion	25
Meriman Court	Heritage at Vermillion	25
Sanford Court	Heritage at Vermillion	25
Grimshaw Drive	Enclave at Vermillion	25
Caribou Court	Enclave at Vermillion	25
Dryden Court	Enclave at Vermillion	25
Wenesaga Court	Enclave at Vermillion	25
Bigstone Drive	Enclave at Vermillion	25
Hamburg Drive	Enclave at Vermillion	25
Crozier Court	Enclave at Vermillion	25

Bowesmont Drive	Enclave at Vermillion	25
Big Sky Drive	Enclave at Vermillion	25
Shull Farm Drive	Enclave at Vermillion	25
Tharp Woods Drive	Cyntheanne Woods	25
Meadow Frost Court	Cyntheanne Woods	25
Vickery Ridge Drive	Cyntheanne Woods	25
Fishers Crossing Drive	Fishers Crossing	25
Fishers Landing Drive	Fishers Landing	25
Crossing Place	Fishers Crossing	25

EXHIBIT D

Chapter 74, Traffic Schedule III A (Speed Limits) is hereby amended by adding and/or amending the following roads:

<i>Street Name</i>	<i>Subdivision</i>	<i>Speed Limit</i>
East 101 st Street	From Cyntheanne Road to Hancock County Line	40
Southeastern Parkway	Between 113 th Street to Florida Road	50
Southeastern Parkway	Between 113 th Street and the Hancock County line	50
Connecticut Avenue	Between Cyntheanne Road to Southeastern Parkway	35



Board Action Form

MEETING DATE	December 19, 2025			
TITLE	Request to Approve Special Purchase for Billericay Upper Pod Sports Field Lighting Installation			
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 #: R121925D	
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 upgrade the current lighting system at the upper pod at Billerica Park to LED lights. Total price of project is \$390,000.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$400,000
	Expenditure \$:	\$390,000
	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 for these lighting improvements.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121925D

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SPECIAL PURCHASE FOR BILLERICAY PARK SPORTS FIELD LIGHTING INSTALLATION

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), by and through its Department of Public Works, desires to purchase and install a new LED lighting system on the upper pod at Billericay Park;

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 an LED lighting system from Musco, by and through its contract with Sourcewell Cooperative, a buying group (Contract # 041123-MSL, Sourcewell), in the amount of Three Hundred Ninety Thousand Dollars and No/100 (\$390,000), 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 \$390,000.

- 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 19th day of December 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”:
Billericay Park Upper Pod Sports 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 \$390,000 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
---------------------	-----------------------------

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.

furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

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

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)

Date: November 6, 2025

Project: Billerica Park Baseball Retrofit
Fishers, Indiana
Musco Project Number: 228063

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
Sourcewell Member Number: 27026

Quotation Price – Materials Delivered to Job Site and Turnkey Installation

QuickFit of Ballfields 1-4\$390,000.00

- **Fields 1&2 – 245’/245’/245’, Fields 3&4 200’/200’/200’**

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only.

HID to LED System Upgrade

Lighting Performance

- Guaranteed light levels of 50 footcandles infield and 30 footcandles outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 136 Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory assembled wire harness for electrical component enclosures
- UL listed assemblies

Control Systems and Services

- Control-Link® control and monitoring service to provide remote on/off 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 10 years
- Support from Musco’s Lighting Services Team – over 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment
- Provide installation of equipment

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

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 a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Email: musco.contracts@musco.com

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Sourcewell Member Number: 27026

Delivery Timing

8 - 10 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, 1 phase electrical system requirement.
- Structural code and wind speed = 2012 IBC, 115 mph, Exposure C, Importance Factor 1.
- 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.

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
211 2nd Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 317-385-8711
E-mail: mark.lusch@musco.com

**Billericay Park Baseball Retrofit
Fishers, Indiana
Retrofit Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 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. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide any existing as-built documents or drawings.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, and wire harnesses
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.

General:

1. Obtain any required permitting.
2. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
3. Provide storage containers for material, including electrical components enclosures), as needed.
4. Provide necessary waste disposal and daily cleanup.
5. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
6. 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.
7. Provide startup and aiming as required to provide complete and operating sports lighting system.
8. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco *QuickFit™ System Upgrade* equipment on existing poles and terminate grounding and power feed. Existing electrical infrastructure to remain in place and be reused.



Board Action Form

MEETING DATE	December 19, 2025			
TITLE	Request to Award Bid and Approve Contract with Fredericks Contractors for Billericay Park Upper Pod Electrical Upgrades			
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 #: R121925E	
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 much needed electrical upgrades to the Upper Pod. The current electrical infrastructure is old and in disrepair. Total price of project is \$128,000.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$150,000
	Expenditure \$:	\$128,000
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the quote from Fredericks Contractors.
	2.	Deny the quote from Fredericks Contractors.
	3.	Table the quote from Fredericks Contractors.
	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 Fredericks Contractors for these lighting improvements.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121925E

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AWARDING QUOTE AND APPROVING CONTRACT WITH FREDERICKS
CONTRACTORS
(BILLERICAY PARK UPPER POD ELECTRICAL UPGRADES)**

WHEREAS, the City of Fishers, Hamilton County, Indiana, (“Fishers”) desires to approve a quote and award a contract for Billericay Park Upper Pod Electrical Upgrades (“Project”);

WHEREAS, Fishers solicited three (3) quotes for the Project in accordance with Ind. Code §36-1-12-1 *et seq.*, and received three (3) responses, attached hereto and incorporated herein as Exhibit A;

WHEREAS, Fishers now desires to award the bid to the lowest, responsible and responsive bidder, Fredericks Contractors, in an amount not to exceed One Hundred Twenty-Eight Thousand Dollars and 00/100 (\$128,000.00) and approve the contract for the construction of the Project attached hereto and incorporated herein as Exhibit B (“Agreement”); and

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

- Section 1.** The Board hereby awards the quote to Fredericks Contractors and approves the Agreement.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the quote award, the Agreement, and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety this 19th day of December 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



ELECTRICAL PROPOSAL

November 26th, 2025

City of Fishers
Eric Steiner
10200 Eller Road
Fishers, IN 46205

Attn: Eric Steiner

Project: Billericay Park baseball field lighting and power upgrade.

Mr. Steiner

We at Fredericks, Inc. are pleased to provide all labor, materials, and equipment for the following project.

- Install new conduit and new wiring to 12 sports light poles.
- Directional drill in HDPE conduit. 885'lf of 1.5", 330 lf of 2"
- Construct unit strut pedestal for above grade junction boxes.
- Install new musco lighting controls. Provided by others.
- Proposal includes asphalt cut and repatch.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.
- Price includes concrete work for junction box pedestals.

Total Budget cost: 128,000.00

Notes:

- Sales tax excluded.
- Sporting lighting and installation by others.

Thank you for considering Fredericks, Inc. for your construction needs.

Respectfully Submitted,

Brandon Filbrun
Fredericks, Inc. Contractors
Email: Brandon.filbrun@fredericksinc.com
Cell: 765.425.1307



ELECTRICAL PROPOSAL



Nugent Electric Inc.

2106 Ohio Ave.
Anderson, IN 46016

Phone #

7656438854

Fax #

765-643-4520

E-mail

nugentelectric@comcast.net

NAME / ADDRESS

Fishers Indiana
Public Works
One Municipal Drive
Fishers, IN 46038
Attn: Eric Steiner

PROPOSAL

DATE	ESTIMATE #
12/11/2025	9896

A 4% service charge will be added if paying by Credit Card

Total may change due to increase of material cost.

Terms

Net 30

DESCRIPTION	COST	TOTAL
RE: Billericay Upper Pod Electrical Improvements		
LABOR AND MATERIALS FOR ELECTRICAL INSTALLATION AS PER THE FOLLOWING:		
<ul style="list-style-type: none"> • Install new conduit and new wiring to 12 sports light poles. • Directional drill in HDPE conduit. 885' lf of 1.5", 330 lf of 2" • Construct unit strut pedestal for above grade junction boxes. • Install new musco lighting controls. Provided by others. • Proposal includes asphalt cut and repatch. • Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas. • Proposal includes private locates • Proposal includes vacuum excavation where required. • Price includes concrete work for junction box pedestals. 	148,000.00	148,000.00
SUBMITTED BY JOSH WATERS	TOTAL	

Please forward a sales tax exemption certificate if your business is exempt.



Nugent Electric Inc.

2106 Ohio Ave.
Anderson, IN 46016

Phone #

7656438854

Fax #

765-643-4520

E-mail

nugentelectric@comcast.net

PROPOSAL

DATE	ESTIMATE #
12/11/2025	9896

NAME / ADDRESS

Fishers Indiana
Public Works
One Municipal Drive
Fishers, IN 46038
Attn: Eric Steiner

A 4% service charge will be added if paying by Credit Card

Total may change due to increase of material cost.

Terms

Net 30

DESCRIPTION	COST	TOTAL
WORK TO BE COMPLETED ON STRAIGHT TIME BASIS, SALES TAX NOT APPLICABLE		
SUBMITTED BY JOSH WATERS		TOTAL \$148,000.00

We propose hereby to furnish material and labor--complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our works are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

PI Page 2 ward a sales tax exemption certificate if your business is exempt.



Re: Billericay Upper Pod Electrical Upgrades

From Scott Eiker <seiker@designandbuildcorp.com>

Date Wed 12/10/2025 10:40 AM

To Eric Steiner <steinere@fishersin.gov>

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

Eric,

Thank you for the inquiry, but our current work load will prevent us from pursuing this project.

Thank you,

Scott Eiker

On Dec 10, 2025, at 9:32 AM, Eric Steiner <steinere@fishersin.gov> wrote:

Hi Scott,

Please quote the following for Billericay Upper Pod Electrical Improvements:

- Install new conduit and new wiring to 12 sports light poles.
- Directional drill in HDPE conduit. 885'lf of 1.5", 330 lf of 2"
- Construct unit strut pedestal for above grade junction boxes.
- Install new musco lighting controls. Provided by others.
- Proposal includes asphalt cut and repatch.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.
- Price includes concrete work for junction box pedestals.

Thanks.

Public Work Agreement (Short Form)

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

“CONTRACTOR”:
Fredericks, Inc.
136 W. Main St.
Markleville, IN 46056
765-425-1307
Brandon.Filbrun@fredericksinc.com

For Work at the Following “PROJECT”:
Billerica Park Fields Upper Pod Electrical
Upgrades 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 \$128,000.00 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

FREDERICKS, INC.

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.

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

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.

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.

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

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)



ELECTRICAL PROPOSAL

November 26th, 2025

City of Fishers
Eric Steiner
10200 Eller Road
Fishers, IN 46205

Attn: Eric Steiner

Project: Billericay Park baseball field lighting and power upgrade.

Mr. Steiner

We at Fredericks, Inc. are pleased to provide all labor, materials, and equipment for the following project.

- Install new conduit and new wiring to 12 sports light poles.
- Directional drill in HDPE conduit. 885'lf of 1.5", 330 lf of 2"
- Construct unit strut pedestal for above grade junction boxes.
- Install new musco lighting controls. Provided by others.
- Proposal includes asphalt cut and repatch.
- Proposal includes excavation and restoration of disturbed areas of work. Install 6" of topsoil and seed and straw mat areas.
- Proposal includes private locates
- Proposal includes vacuum excavation where required.
- Price includes concrete work for junction box pedestals.

Total Budget cost: 128,000.00

Notes:

- Sales tax excluded.
- Sporting lighting and installation by others.

Thank you for considering Fredericks, Inc. for your construction needs.

Respectfully Submitted,

Brandon Filbrun
Fredericks, Inc. Contractors
Email: Brandon.filbrun@fredericksinc.com
Cell: 765.425.1307



ELECTRICAL PROPOSAL



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. R121925F

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
A&F ENGINEERING**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to contract for engineering services required to furnish the City on an as-needed basis;

WHEREAS, A&F Engineering Co., LLC., (“Consultant”) is an engineering firm that can provide engineering services on an as-needed basis, for the City; and

WHEREAS, the City now desires to enter into a certain Professional Services Agreement with Consultant for on-call engineering services (“Agreement”), all as more particularly described in the Agreement, which is attached hereto and incorporated herein as Exhibit A.

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

- Section 1.** The Board hereby approves the Agreement attached hereto as Exhibit A and incorporated herein.
- Section 2.** The Board hereby designates 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 adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 19th day of December 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

A PROFESSIONAL SERVICES AGREEMENT BY & BETWEEN A&F ENGINEERING CO., LLC. & THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

This Professional Services Agreements (“AGREEMENT”), is made and entered into this _____ day of December, 2025 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and A&F Engineering Co., LLC (“ENGINEER”), and is regarding monthly on-call engineering services (the “PROJECT”).

RECITALS

WHEREAS, OWNER desires to obtain professional design engineering services for the PROJECT;

WHEREAS, OWNER wishes to obtain these services according to time requirements which specify particular and definite deadlines;

WHEREAS, OWNER wishes to limit its review role of these services; and

WHEREAS, ENGINEER has expressed its willingness to provide these services within the specified time requirement and with a limited review role by OWNER.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and responsibilities, OWNER and ENGINEER agree as follows:

ARTICLE 1
AUTHORITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other party that:

- a. The party is duly organized and existing in good standing under the laws of Indiana and has all requisite power and authority to carry out the obligations set forth in this Agreement.
- b. The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance whereof, have been duly authorized by all necessary action.
- c. This Agreement has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of the party, enforceable in accordance with its terms.

ARTICLE 2
ATTACHMENTS

The Attachments which accompany and form a part of this Agreement as of the date hereof are:

- a. "Attachment A" consisting of the described services to be performed by ENGINEER.
- b. "Attachment B" consisting of a list of key professional staff and subcontractors ENGINEER agrees to provide for the Project and the man-hours that will be devoted to the Project.
- c. "Attachment C" consisting of a list of key staff OWNER agrees to provide for the Project.
- d. "Attachment D" consisting of a schedule for completion of the milestone tasks of the Project.
- e. "Attachment E" consisting of compensation for ENGINEER's services under this Agreement.

ARTICLE 3
INTENT AND INTERPRETATION

- 3.1 The "Agreement", as referred to herein, shall mean this Agreement executed by OWNER and ENGINEER, and shall include these Terms and Conditions, the Attachments described in Article 2 and attached hereto, and any written supplemental agreement or modification entered into between OWNER and ENGINEER, in writing, after the date of this Agreement.
- 3.2 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by ENGINEER or other rights or obligation of OWNER or ENGINEER, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon ENGINEER and affording the greater right or remedy to OWNER, shall govern; otherwise, precedence shall be given in the following order: provisions of these Terms and Conditions, provisions contained in any Attachment hereto and required provision contained in any governmental regulation incorporated herein by reference.
- 3.3 Any interpretation applied to this Agreement by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against OWNER solely by virtue of OWNER or OWNER'S representatives having drafted all or any portion of this Agreement.
- 3.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

ARTICLE 4
ENGINEER'S RESPONSIBILITIES

- 4.1 ENGINEER shall serve as OWNER'S professional representative in the design phase of the Project, and with respect to all services provided by ENGINEER hereunder, and will give consultation and advice to OWNER during the performance of such services.
- 4.2 ENGINEER shall perform professional services as stated in "Attachment A" of this Agreement, including normal civil, structural, mechanical, electrical and architectural services incidental thereto.
- 4.3 ENGINEER shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance. Without modifying the above standard, ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specification, report, and other services furnished by ENGINEER under this Agreement.
- 4.4 ENGINEER shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.5 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve ENGINEER of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNERS'S monitoring or acceptance of, or payment for, any of ENGINEER'S services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by ENGINEER.
- 4.6 ENGINEER shall make all reasonable efforts to provide competent, capable, experience and suitably qualified personnel for the performance of all services. Any employee or representative of ENGINEER who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.7 ENGINEER shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" are not available to the Project, ENGINEER shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by ENGINEER to provide professional staff and subcontractors as required by the Article shall be considered a material breach of the Agreement.

4.8 ENGINEER shall be fully responsible for all negligent acts, errors or omissions of consultants and subcontractors and of person and organization directly or indirectly employed by ENGINEER, and of persons and organizations for whose acts any consultant may be liable to the same extent that ENGINEER is responsible for the negligent acts, errors or omissions of persons directly employed by ENGINEER. Nothing in this Agreement, nor any communication, directive, action or failure to act on the part of OWNER, shall create any contractual relationship between OWNER and any consultant or subcontractor having a contract with ENGINEER, nor shall it create any obligation on the part of OWNER to pay or to see to payment of any monies due any consultant or subcontractor to ENGINEER.

4.9 ENGINEER agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of OWNER. ENGINEER shall obtain written acceptance form OWNER for all proposed subcontractor and subcontract agreements for any portion of the Scope of Work described in "Attachment A" and shall furnish copies of all executed subagreements.

ENGINEER shall include all subcontractors on "Attachment B". ENGINEER may not remove or otherwise substitute subcontractor indicated on "Attachment B" without consent of OWNER. A failure by ENGINEER to provide the subcontractor as required by this Article shall be considered a material breach of the Agreement.

4.10 To the extent the standard in Section 4.3 is met, ENGINEER'S responsibility under this Agreement shall not be diminished by new or advanced processes, methods, designs or technology recommended or utilized by ENGINEER for the Project.

4.11 ENGINEER'S submittals are subject to prompt monitoring and acceptance by OWNER for general compliance with the services described in "Attachment A". In the event that any submittal is not accepted by OWNER, OWNER shall notify ENGINEER in writing of its reasons for non-acceptance and may make suggested revisions. Upon receipt of said notification, the non-acceptance submittal shall be revised appropriately by ENGINEER until accepted by OWNER. If ENGINEER does not agree with OWNER's suggested revisions, ENGINEER shall submit its reasons therefor to OWNER in writing.

4.12 In the event that the performance of any services described in this Article of in "Attachment A" under this Agreement by ENGINEER shall require ENGINEER to use, consider, complete, or evaluate any designs, specifications, contract documents, reports, studies or other services provided to OWNER or ENGINEER by another architect, engineer or consultant, ENGINEER shall take reasonable and prudent steps to verify the technical accuracy of such items and shall report in writing to OWNER any conflict, error or discrepancy which may be discovered by such investigation and verification. ENGINEER shall assume all risks and bear all costs associated with any conflict, error, inaccuracy or discrepancy in such items which are not discovered by ENGINEER due to its failure to conduct such reasonable and prudent inquiry and study, or which are discovered by ENGINEER but not reported in writing to OWNER provided, however, that ENGINEER shall not be barred from actions against third parties. At the written request of ENGINEER,

the OWNER may assign to the ENGINEER all or any portion of the rights which the OWNER may possess to pursue remedies against the engineer, architect or consultant which provided the OWNER with said designs, specifications, contract documents, reports, studies, or other services. Such a request shall not be unreasonably denied.

- 4.13 ENGINEER shall fulfill the requirements of governing regulatory agencies as may be applicable to the work and services to be performed by ENGINEER described in this Article or in "Attachment A".
- 4.14 The liability of ENGINEER under this Article shall survive the expiration of this Agreement.

ARTICLE 5

OWNER'S RESPONSIBILITIES

- 5.1 Except to the extent that such responsibilities are otherwise waived or assumed by ENGINEER, OWNER shall take reasonable steps to:
 - 5.1.1 Issue a written notice to proceed by January 1, 2026 for the initial task. If OWNER fails to issue the Notice to Proceed the OWNER shall extend the completion date as described in "Attachment D" one day for each day past the above date that the Notice to Proceed was not issued. ENGINEER agrees that said time extension shall be full accord and satisfaction for any and all expenses and damages ENGINEER may experience resulting from the delay. Each task assigned under this Agreement will have a separate Notice to Proceed.
 - 5.1.2 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project. Said person as well or other key personnel are listed in "Attachment C".
 - 5.1.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
 - 5.1.4 Furnish to ENGINEER, as required by ENGINEER for performance of its services, data prepared by or services of others.
 - 5.1.5 Monitor all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER.
 - 5.1.6 Pay cost for advertising and obtaining formal bids or proposals from contractor.

- 5.1.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid to it under the construction contract.
- 5.1.8 Subject to the provisions of Section 4.11, and to the extent that persons providing report, data and other information to OWNER which OWNER furnishes to ENGINEER under this Article are responsible for their accuracy and completeness, OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all said reports, data and other information.
- 5.1.9 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 5.1.10 Attend the pre-bid conference, bid opening and preconstruction conferences.

ARTICLE 6
COMPLETION SCHEDULE

- 6.1 The proposed schedule for the completion of the Project is presented in "Attachment D" and is made a part hereof.
- 6.2 ENGINEER shall adhere to all time limits stated in this Agreement or included in any accepted time schedule. All such time limits shall be of the essence to this Agreement.
- 6.3 In all events the various stages and phases of ENGINEER'S services are to be completed in such sequence and at such times, and with approved or agreed upon time limits, as may be required to assure the timely, continuous, efficient and diligent prosecution of the work and services provided for by this Agreement.
- 6.4 OWNER may at any time, by written order, make changes within the general scope of the Agreement in the services of work to be performed. If ENGINEER believes that such a change justifies an increase in ENGINEER'S contract time or contract price required to perform the series under this Agreement it must assert such claim in writing within thirty (30) days of receipt of OWNER'S written order giving rise to the claim. No claim for adjustment in the contract time or contract price will be valid if not submitted in accordance with this paragraph. No services for which ENGINEER will charge additional compensation shall be furnished without the written authorization of OWNER.
- 6.5 ENGINEER shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as ENGINEER and OWNER may otherwise agree in writing.
- 6.6 If the commencement, prosecution or completion of the services under this Agreement, or of the construction of the Project is delayed by any act, omission, delay, neglect or default of ENGINEER, or anyone employed by ENGINEER, or by any damage or acts caused by

the negligent acts or omission by ENGINEER, then ENGINEER shall be liable to OWNER for any and all costs, assessments, expense, liabilities or damages caused thereby, in accordance with Section 4.8.

- 6.7 ENGINEER shall not be responsible for any time delays in the Project, or in the performance of services under this Agreement, to the extent such delays are caused solely by any act, omission, neglect or default of OWNER or anyone employed by OWNER, or by the unreasonable delay of any review agency or utility, or for any delay or damage caused by fire or the combined action of workers and which are in no way chargeable, in whole or in part, to ENGINEER, or by any other conditions or circumstances beyond the control of ENGINEER, its employee, agent, or other persons for whose acts or omissions ENGINEER is responsible. In the event of such delay, ENGINEER shall be entitled to an adjustment in the schedules or agreed time limitations for the performance of services, and this Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment under this cause must be asserted in writing within thirty (30) days from the date of the occurrence of the event giving rise to the claim, unless OWNER grants a further period of time before the date of final payment to ENGINEER. The adjustment of time for the performance of services, as provided in this paragraph, shall be ENGINEER's sole exclusive right, entitlement and remedy in the event of such delays, and ENGINEER shall have no claim against OWNER for adjustment for increase in costs of performance, or other damages occurred in connection therewith.

ARTICLE 7 **INSURANCE**

- 7.1 ENGINEER shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and OWNER from the claims set forth below which may arise out of or result from ENGINEER'S operations under this Agreement, whether such operations be by ENGINEER 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.

ENGINEER'S commercial general liability insurance shall also provide coverage for the following:

- 1) Contractual liability insurance as applicable to any hold-harmless agreements in the contract;
- 2) Products and completed operations;
- 3) Fellow employee Claims under personal injury;
- 4) Broadform liability;
- 5) Independent Contractors.

ENGINEER'S insurance shall not be less than the amounts shown below:

A.	Worker's Compensation & Disability	Statutory
B.	Employer's Liability	
	Bodily Injury Accident	\$100,000 Each accident
	Bodily Injury by Disease	\$500,000 Policy limit
	Bodily Injury by Disease	\$1,000,000 Each employee
C.	Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products completed operations.	
	General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Personal & Advertising	\$1,000,000

Injury Limit	
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$100,000 each occurrence
Medical Expense Limit	\$5,000
D. Comprehensive Auto Liability	\$1,000,000
(single Limit) (owned, hired & non-owned) Bodily injury & property damage	\$1,000,000 Each accident
E. Umbrella Excess Liability	\$1,000,000 Each occurrence And aggregate
F. Professional Liability	\$1,000,000 per claim And aggregate

7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.

7.2.2 Professional liability policies may be either claims made or per occurrence.

7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.

7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.

7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required

Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.

- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.
- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

ARTICLE 8

COMPENSATION TO ENGINEER

- 8.1 For the services described in this Agreement or in "Attachment A", OWNER agrees to pay ENGINEER as per the provisions of "Attachment E", unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER'S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.
- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER'S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.

- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.
- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

ARTICLE 9 **TERMINATION BY OWNER**

- 9.1 If ENGINEER becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, ENGINEER shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that ENGINEER shall be given; (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of OWNERS'S intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to ENGINEER upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of ENGINEER'S default.
- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER'S convenience; provided that ENGINEER is given: (1) not less than TEN (10) calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, ENGINEER'S compensation shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.

- 9.3 Upon receipt of a termination action for default of for the OWNER'S convenience, ENGINEER shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 9.4 If, after termination for ENGINEER'S default, it is determined that ENGINEER was not in default, the termination shall be deemed to have been effected for the convenience of OWNER.
- 9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by OWNER are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then OWNER shall have the right to terminate this Agreement without written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. OWNER agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10
TERMINATION BY ENGINEER

- 10.1 If OWNER fails to pay ENGINEER, within one hundred twenty (120) days after payment is due, ENGINEER may, after having given fifteen (15) days written notice, and if OWNER has not made payment, terminate this Agreement. In the event of such termination, OWNER shall compensate ENGINEER in accordance with the provisions of Sections 8.6 and 9.2 of this Agreement.
- 10.2 If OWNER requests ENGINEER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed designed professional, ENGINEER shall notify Director of OWNER of this request within three (3) days of the request being made. If Director renews request and request actually requires ENGINEER to act contrary to ENGINEER'S responsibilities as a license design professional, ENGINEER may terminate this Agreement upon seven (7) days written notice to OWNER. In the event of such termination, OWNER shall compensate ENGINEER in accordance with the provisions of Section 9.2 of this Agreement.
- 10.3 If ENGINEER loses the services of key personnel essential to the prosecution of this Agreement ENGINEER has the following options:
- a. With the consent of OWNER, substitute other personnel. OWNER may not unreasonably withhold consent.

- b. Terminate the Agreement.

However, if ENGINEER terminates the Agreement, OWNER may complete PROJECT in any manner deemed appropriate. ENGINEER shall be liable to OWNER for the difference between the cost of completing the PROJECT after termination and the contract price together with any incidental and consequential damages, but less expenses saved in consequence of ENGINEER'S termination.

ARTICLE 11 **SUCCESSORS AND ASSIGNS**

- 11.1 OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to the promises, representations, acknowledgements, covenants and responsibilities contained in this Agreement.
- 11.2 Except as otherwise provided herein, ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of OWNER.
- 11.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

ARTICLE 12 **RECORDS; AUDIT**

ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. ENGINEER shall also maintain the financial information and data used by ENGINEER in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any persons so designated by a granting agency shall, until the expiration of three (3) years after final payment under this agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of ENGINEER involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide ENGINEER with seventy-two (72) hours written notice. ENGINEER agrees to incorporate this provision into any subagreements executed by ENGINEER with others for work or services related to this PROJECT. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

ARTICLE 13
OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, are the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services or upon termination of this Agreement. With respect thereto, ENGINEER shall not assert or establish any right or claim under the design patent or copyright law. ENGINEER agrees that work done under this Agreement constitutes “work for hire” under copyright law, and OWNER shall retain the right to any design patent or copyright and may use any and all materials prepared by ENGINEER without reservation. In the event that any deliverables developed during this project are deemed not to be “works for hire” under copyright law, ENGINEER agrees, at no additional cost, to assign all right, title and interest, including copyright in and to such deliverables, to OWNER. The OWNER will not change or reuse any document for any project or purpose other than as described in the agreement without the written consent of the ENGINEER. However, the ENGINEER expressly acknowledges that the OWNER is a public agency and is subject to public access, disclosure and distribution laws, regulations and policies. ENGINEER acknowledges that OWNER will not treat this Agreement as confidential information. Use by the public of any document or the information contained therein, shall not be considered an act of the OWNER.

ARTICLE 14
NOTICES

When written notice is required by this Agreement it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by Unites States first-class mail to ENGINEER at its business address, or to OWNER or OWNER’S representative, or by personally delivering such notice to the party to be in receipt thereof.

ARTICLE 15
NONDISCLOSURE

Unless required by law, ENGINEER shall not divulge information concerning this Project to anyone, unless prior written approval is received from OWNER, and shall obtain similar agreements from persons and firms employed by it. OWNER reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

ARTICLE 16
OTHER CONSULTANTS

OWNER reserves the right to employ other engineers, architects and consultants in connection with the work or Project.

ARTICLE 17
REDUCTION FOR DEFECTIVE PRICING DATA

If OWNER determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased because ENGINEER or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified or represented in any submittal to OWNER or funding agencies, then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

ARTICLE 18
NON-CONTINGENT FEES

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 19
CHOICE OF FORUM

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance, Regulations, or Codes of the City of Fishers, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

ARTICLE 20
NON-DISCRIMINATION

- 20.1 ENGINEER and subcontractor shall not discriminate against any employees or applicant for employment, to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, or disability. Breach of this covenant may be regarded as a material breach of the Agreement.
- 20.2 ENGINEER represents for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding the prohibition of discrimination in employment practices on the basis of race, sex, creed, color religion, national origin, ancestry, age, handicap, disabled veteran status.

ARTICLE 21
APPLICABLE LAWS

Subject to the provisions of the following paragraph, ENGINEER agrees to conform to all federal, state, and local laws, rules and regulations applicable to ENGINEER in performing work pursuant to this Agreement in force at the time of design, including, but not limited to, those relating to discrimination in employment, conflicts of interest, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and all Municipal Ordinances, Resolutions, and Codes of the City of Fishers.

Compliance with any state or federal statute or local ordinance enacted or regulations promulgated thereunder after the effective date of this Agreement for which notice had been published prior to the execution by ENGINEER of this Agreement which affect the services of ENGINEER shall be the responsibility of ENGINEER without entitling ENGINEER to an increase in either time of performance or in contract price.

ARTICLE 22
AMENDMENTS.

This Agreement may be amended only by written instrument and signed by both OWNER and ENGINEER.

ARTICLE 23
SEVERABILITY

In the event any provision of this Agreement is determined by a court of jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

ARTICLE 24
CONFLICT OF INTEREST

ENGINEER certifies and warrants to OWNER that neither it, nor its agents, representatives or employees who will participate in any way in the performance of ENGINEER'S obligation hereunder has, or will have during the Project, any conflict of interest relative to the Project, direct or indirect, with OWNER. ENGINEER shall immediately notify OWNER if a conflict of interest should arise during the Project. Upon being so notified OWNER may either:

- a. Waive the conflict
- b. Terminate the Agreement according to Section 9.1

ARTICLE 25
REQUIRED DOCUMENTATION

- 25.1 ENGINEER shall furnish OWNER any documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Fishers, other units of local government, the State of Indiana, and the United States.
- 25.2 ENGINEER further represents that it is not and shall remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization or certification in force during the term of this Agreement, to perform the services described in "Attachment A" and in this Agreement.

ARTICLE 26
INDEPENDENT CONTRACTOR STATUS

ENGINEER expressly understands and agrees that it is an independent contractor and that it is not an employee of the OWNER, and the OWNER is not to provide Worker's Compensation, health or accident insurance coverage or indemnification agreement of any kind which would cover ENGINEER or its employees, if any, in and under the terms of this Agreement.

ARTICLE 27
WAIVER

OWNER'S delay or inaction in pursuing its remedies set forth in this Agreement or available by law, shall not operate as a waiver of any of OWNER'S rights or remedies

ARTICLE 28
intentionally omitted

ARTICLE 29
ALLOCATION OF RISK

ENGINEER agrees to indemnify and hold harmless the City of Fishers, and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgment and liens only to the extent they arise out of any negligent act or omission by ENGINEER or any of its officers, partners, agents, employees or subcontractors regardless of whether or not they are caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 30
TAXES

OWNER is exempt from state, federal and local taxes. OWNER will not be responsible for any taxes levied on ENGINEER as a result of this Agreement.

ARTICLE 31
RESTRICTIONS ON LOBBYING

If federal funds are to be used in connection with this Agreement, ENGINEER certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that ENGINEER has complied with SECTION 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence of an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. ENGINEER also certifies by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts which excess \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ARTICLE 32
MAINTAINING A DRUG-FREE WORKPLACE

- 32.1 ENGINEER hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to OWNER within ten (10) days after receiving actual notice that an employee of ENGINEER has been convicted of a criminal drug violation occurring in ENGINEER'S workplace.
- 32.2 In addition to the provisions of Section 32.1 above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, ENGINEER hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by ENGINEER in conjunction with this Agreement.

32.3 It is further expressly agreed that the failure of ENGINEER to in good faith comply with the terms of Section 32.1 above, or falsifying or otherwise violating the terms of this certification reference in Section 32.2 above, shall constitute a material breach of this Agreement, and shall entitle OWNER to impose sanctions against ENGINEER including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of ENGINEER from doing further business with OWNER for up to three (3) years.

ARTICLE 33
DISPUTE RESOLUTION

Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive officers, the parties shall submit the dispute to mediation. Suit, if any, shall be brought in the State of Indiana, Hamilton County. Owner and Engineer, to the extent provided by law, waive their right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional.

ARTICLE 34
TERM OF AGREEMENT

This Agreement shall become effective upon completion of the following:

1. Delivery to OWNER and acceptance by OWNER, of the document required in Subsection 7.4, and
2. Latest date of execution by and required signatories and shall expire upon the successful completion and final acceptance of ENGINEER'S services, as set forth in this Agreement or "Attachment A", and OWNER'S payment therefore. In computing any period of time prescribed by this Agreement, the date of any notice to proceed shall not be included in such computation. The last day of any period of time prescribed in this agreement shall be included unless it is a Saturday, Sunday or legal holiday as established by ordinance of the Town of Fishers Council. In such cases, the period of time shall run until the end of business hours of OWNER on the next day that is not a Saturday Sunday, or a legal holiday as established by ordinance.

ARTICLE 35
NOTICE TO PROCEED

ENGINEER shall not begin work pursuant to this Agreement until it receives a Notice to Proceed from OWNER.

ARTICLE 36
INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and amount the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contracts or agreement regarding any of the services to be provided herein, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contracts or agreements exist, such are hereby cancelled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing an incorporated in written amendments to this Agreement.

ARTICLE 37
DEBAREMENT AND SUSPENSION

ENGINEER certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarement, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the ENGINEER.

ENGINEER shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

ENGINEER shall provide immediate written notice to OWNER if, at any time after entering into this Agreement, ENGINEER learns that its certification was erroneous when submitted, or ENGINEER is debarred, suspended, proposed for debarement, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

Licensor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in I.C. 5-22-16.5.

ARTICLE 38
E-VERIFY PROGRAM

Pursuant to I.C. 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program(“Program”).

ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- A. ENGINEER and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its subcontractor subsequently learns is an unauthorized alien. If ENGINEER violates this Article, OWNER shall require ENGINEER to remedy the violation not later than thirty (30) days after OWNER notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.
- B. If ENGINEER employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.
- C. ENGINEER shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each subcontractor throughout the duration of the contract. If ENGINEER determines that a subcontractor is in violation of this Article, ENGINEER may terminate its contract with the subcontractor for such violation.
- D. Pursuant to I.C. 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming ENGINEER's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with OWNER.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date as follows:

ENGINEER
A&F Engineering Co., LLC

By:  _____

Printed: Steven J. Fehribach, P.E. .

Title: President .

OWNER
City of Fishers, Indiana
Board of Public Works and Safety

Member

Member

Member

Attest

ATTACHMENT A

SERVICES BY ENGINEER

The ENGINEER shall provide services as noted below:

A. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the monthly retainer fee. The monthly retainer agreement is to provide the LOCAL PUBLIC AGENCY of Fishers with Professional Engineering Services on a as needed basis. All items listed are services that have been previously provided to the LOCAL PUBLIC AGENCY. The items listed below are examples of work previously conducted for the LOCAL PUBLIC AGENCY. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

B. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies
- Trip Generation Studies for Impact Fees

C. MISCELLANEOUS

- Coordinate Consultation and Equipment Needs/Upgrades with Signal Supplier
- Maintain Signal Timing for Adaptive Control System
- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Impact Fee Calculations

D. MEETINGS

- Preliminary Technical Advisory Meetings
- Technical Advisory Meetings
- Impact Fee Appeals Board Meetings
- Preliminary Impact Fee Board Meeting
- Development Meeting to Review Proposed Development Plans and Roadway Plans
- Plan Commission
- City Council Meetings
- INDOT Meetings

E. ADDITIONAL SERVICES – NOT INCLUDED IN MONTHLY RETAINER FEE

For all design services, a lump sum contract will be provided. The design contract shall include signal design, roadway design, storm sewer design and final traffic signal warrant analysis.

ATTACHMENT B

KEY STAFF OF ENGINEER

ENGINEER shall include all subcontractors on "Attachment B". ENGINEER may not remove or otherwise substitute subcontractors indicated on "Attachment B" without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

Jeff Hill, P.E.
Vice President
A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

Matt Brown, P.E., PTOE
Vice President
A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

Steven J. Fehribach, P.E.
President
A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

ATTACHMENT C

KEY STAFF OF OWNER

Hatem Mekky, P.E.
Director of Engineering
City of Fishers
1 Municipal Drive
Fishers, Indiana 46038

ATTACHMENT D

SCHEDULE

All work by ENGINEER under this Agreement shall be completed and delivered to the OWNER on dates assigned by OWNER for each task (individually or collectively, the "COMPLETION DATE").

ATTACHMENT E

COMPENSATION TO ENGINEER

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this CONTRACT a monthly fee of \$15,000.00, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

B. Additional Services

The fees to provide additional services, if required will be billed on the basis of an hourly rate schedule as shown in the hourly rate schedule found in APPENDIX "E-1". However, a lump sum or maximum fee will be offered if the scope of work for any additional services can be defined.

C. Method of Payment

Payment shall be made by the LOCAL PUBLIC AGENCY to the CONSULTANT each month as the work progresses.

APPENDIX "E-1"
SCHEDULE OF COMPENSATION
A&F ENGINEERING CO., LLC
2026 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>
Principal	\$ 305.00
Vice President	\$ 300.00
Project Manager	\$ 205.00
Transportation Engineer	\$ 190.00
Traffic Engineer	\$ 170.00
Designer	\$ 190.00
Traffic Counter	\$ 130.00
CADD Technician	\$ 145.00

E-Verify Affidavit

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

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

(Contractor): A&F Engineering Co., LLC

By (Written Signature): *Steven J. Fehribach*

(Printed Name): Steven J. Fehribach, P.E.

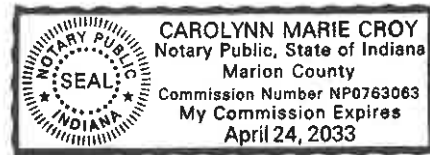
(Title): President

Important – Notary Signature Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Marion



Subscribed and sworn to before me this 24 day of NOVEMBER

2025.

My commission expires: 4/24/2033 (Signed): *Carolyn Marie Croy*

Residing in MARION County, State of Indiana



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. R121925G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AWARDING BID AND APPROVING CONTRACT
(116th AND ALLISONVILLE)**

WHEREAS, the City of Fishers, Hamilton County, Indiana, (“Fishers”) desires to approve a bid and award a contract for intersection improvements at 116th Street and Allisonville Road (“Project”);

WHEREAS, Fishers bid the Project in accordance with Ind. Code §36-1-12 *et seq.*, and received four (4) bid responses, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Fishers now desires to award the bid to the lowest, responsible and responsive bidder, Rieth-Riley Construction Co., in an amount not to exceed Three Million, Four Hundred Eighty Thousand, One Hundred Sixty-Five Dollars and 00/100 (\$3,480,165.00) and approve the contract for the construction of the Project attached hereto and incorporated herein as Exhibit B, in which the IMPO will award the City up to \$2,652,750 toward the project.

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

- Section 1.** The Board hereby awards the bid to Rieth-Riley Construction Co., Inc. and approves the contract attached hereto and incorporated herein as Exhibit B.
- Section 2.** The Board hereby designates the Mayor or the Director of Engineering to execute the bid award and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety this 19th day of December 2025.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk



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

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

116th and Allisonville Intersection Improvements (#9940961)

Owner: City of Fishers

Solicitor: Fishers IN, City of

12/03/2025 10:30 AM EST

Line Item	Item Description	UofM	Quantity	Rieth-Riley Construction		Calumet Civil Contractors, Inc.		E&B Paving, LLC Fishers		Morphey Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
					\$3,480,165.00		\$3,489,000.00		\$3,657,160.00		\$3,910,000.00
1	CONSTRUCTION ENGINEERING	LS	1	\$18,900.00	\$18,900.00	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00	\$20,000.00	\$20,000.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$198,604.25	\$198,604.25	\$174,000.00	\$174,000.00	\$182,000.69	\$182,000.69	\$195,500.00	\$195,500.00
3	CLEARING RIGHT OF WAY	LS	1	\$49,200.00	\$49,200.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00
4	MAINTENANCE OF TRAFFIC	LS	1	\$116,580.00	\$116,580.00	\$219,364.13	\$219,364.13	\$138,000.00	\$138,000.00	\$162,762.19	\$162,762.19
5	EXCAVATION, COMMON	CYS	887	\$56.00	\$49,672.00	\$46.32	\$41,085.84	\$200.00	\$177,400.00	\$100.00	\$88,700.00
6	CURB, CONCRETE, REMOVE	LFT	5708	\$11.40	\$65,071.20	\$14.30	\$81,624.40	\$16.00	\$91,328.00	\$30.00	\$171,240.00
7	PAVEMENT, REMOVE	SYS	1179	\$26.70	\$31,479.30	\$23.09	\$27,223.11	\$65.00	\$76,635.00	\$80.00	\$94,320.00
8	CENTER CURB, CONCRETE, REMOVE	SYS	42	\$61.00	\$2,562.00	\$35.00	\$1,470.00	\$80.00	\$3,360.00	\$200.00	\$8,400.00
9	BRICK PAVEMENT, REMOVE AND SALVAGE	SYS	713	\$48.75	\$34,758.75	\$14.03	\$10,003.39	\$85.00	\$60,605.00	\$60.00	\$42,780.00
10	MILLING, ASPHALT, 2 IN.	SYS	16762	\$2.27	\$38,049.74	\$2.83	\$47,436.46	\$2.50	\$41,905.00	\$3.00	\$50,286.00
11	MILLING, ASPHALT, 1 IN.	SYS	702	\$4.57	\$3,208.14	\$9.13	\$6,409.26	\$7.50	\$5,265.00	\$8.00	\$5,616.00
12	MILLING, PCCP, 4 IN.	SYS	9352	\$9.92	\$92,771.84	\$10.11	\$94,548.72	\$10.00	\$93,520.00	\$12.00	\$112,224.00
13	ASPHALT FOR TACK COAT	TON	11	\$0.01	\$0.11	\$100.00	\$1,100.00	\$0.01	\$0.11	\$0.01	\$0.11
14	COMPACTED AGGREGATE, NO. 8	CYS	612	\$105.00	\$64,260.00	\$114.02	\$69,780.24	\$120.00	\$73,440.00	\$10.00	\$6,120.00
15	COMPACTED AGGREGATE, NO. 53, BASE	TON	479	\$54.00	\$25,866.00	\$71.29	\$34,147.91	\$80.00	\$38,320.00	\$100.00	\$47,900.00
16	SUBGRADE TREATMENT, TYPE IC	SYS	2089	\$54.25	\$113,328.25	\$43.88	\$91,665.32	\$45.00	\$94,005.00	\$80.00	\$167,120.00
17	QC/QA-HMA, 4, 58H, SURFACE, 9.5 mm - SMA	TON	3104	\$161.00	\$499,744.00	\$161.13	\$500,147.52	\$137.00	\$425,248.00	\$137.00	\$425,248.00
18	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	1575	\$92.45	\$145,608.75	\$106.45	\$167,658.75	\$88.00	\$138,600.00	\$88.00	\$138,600.00
19	QC/QA-HMA, 2, 64, BASE, 25.0mm	TON	285	\$99.80	\$28,443.00	\$144.54	\$41,193.90	\$90.00	\$25,650.00	\$90.00	\$25,650.00
20	QC/QA-HMA, 3, 76, INTERMEDIATE, BASE, 19.0mm	TON	222	\$93.35	\$20,723.70	\$134.27	\$29,807.94	\$108.00	\$23,976.00	\$108.00	\$23,976.00
21	HMA SURFACE, TYPE B	TON	42	\$140.00	\$5,880.00	\$105.70	\$4,439.40	\$275.00	\$11,550.00	\$275.00	\$11,550.00
22	PCCP, 6.5 IN.	SYS	612	\$104.45	\$63,923.40	\$130.08	\$79,608.96	\$93.00	\$56,916.00	\$130.00	\$79,560.00
23	PCCP, 4 IN. STAMPED AND COLORED	SYS	848	\$95.80	\$81,238.40	\$115.89	\$98,274.72	\$125.00	\$106,000.00	\$160.00	\$135,680.00
24	GEOTEXTILE FOR PAVEMENT, INTERLAYER	SYS	9352	\$6.31	\$59,011.12	\$2.48	\$23,192.96	\$5.00	\$46,760.00	\$3.00	\$28,056.00
25	CURB, CONCRETE	LFT	4649	\$29.50	\$137,145.50	\$28.73	\$133,565.77	\$37.00	\$172,013.00	\$50.00	\$232,450.00
26	CURB AND GUTTER, CONCRETE	LFT	329	\$52.40	\$17,239.60	\$49.32	\$16,226.28	\$75.00	\$24,675.00	\$90.00	\$29,610.00
27	CENTER CURB, CONCRETE, TYPE D	SYS	31	\$195.00	\$6,045.00	\$238.50	\$7,393.50	\$300.00	\$9,300.00	\$400.00	\$12,400.00
28	CURB RAMP, CONCRETE	SYS	477	\$157.80	\$75,270.60	\$143.19	\$68,301.63	\$174.00	\$82,998.00	\$400.00	\$190,800.00
29	DETECTABLE WARNING SURFACES	SYS	72	\$400.00	\$28,800.00	\$486.81	\$35,050.32	\$335.00	\$24,120.00	\$500.00	\$36,000.00
30	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	1689	\$1.50	\$2,533.50	\$1.00	\$1,689.00	\$1.50	\$2,533.50	\$1.50	\$2,533.50
31	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.	LFT	100	\$1.50	\$150.00	\$1.00	\$100.00	\$1.50	\$150.00	\$1.50	\$150.00
32	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	2686	\$1.20	\$3,223.20	\$1.00	\$2,686.00	\$1.20	\$3,223.20	\$1.20	\$3,223.20
33	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	6620	\$1.20	\$7,944.00	\$1.00	\$6,620.00	\$1.20	\$7,944.00	\$1.20	\$7,944.00
34	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	LFT	476	\$12.00	\$5,712.00	\$12.50	\$5,950.00	\$12.00	\$5,712.00	\$12.00	\$5,712.00

35 TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24 IN.	LFT	1820	\$12.00	\$21,840.00	\$12.50	\$22,750.00	\$12.00	\$21,840.00	\$12.00	\$21,840.00
36 PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EACH	24	\$170.00	\$4,080.00	\$125.00	\$3,000.00	\$170.00	\$4,080.00	\$170.00	\$4,080.00
37 PAVEMENT MESSAGE MARKING, THERMOPLASTIC, ONLY	EACH	18	\$210.00	\$3,780.00	\$225.00	\$4,050.00	\$210.00	\$3,780.00	\$210.00	\$3,780.00
38 SNOWPLOWABLE RAISED PAVEMENT MARKING (BLUE)	EACH	4	\$25.00	\$100.00	\$80.00	\$320.00	\$25.00	\$100.00	\$25.00	\$100.00
39 SNOWPLOWABLE RAISED PAVEMENT MARKING	EACH	167	\$30.00	\$5,010.00	\$80.00	\$13,360.00	\$30.00	\$5,010.00	\$30.00	\$5,010.00
40 GROOVING FOR PAVEMENT MARKINGS	LFT	11095	\$0.58	\$6,435.10	\$1.15	\$12,759.25	\$0.58	\$6,435.10	\$1.00	\$11,095.00
41 CONSTRUCTION SIGN, TYPE A	EACH	16	\$180.00	\$2,880.00	\$350.00	\$5,600.00	\$180.00	\$2,880.00	\$180.00	\$2,880.00
42 TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN	LFT	8838	\$1.30	\$11,489.40	\$1.50	\$13,257.00	\$1.30	\$11,489.40	\$2.00	\$17,676.00
43 TEMPORARY TRANSVERSE PAVEMENT MARKING, 24 IN.	LFT	148	\$12.00	\$1,776.00	\$10.00	\$1,480.00	\$12.00	\$1,776.00	\$12.00	\$1,776.00
TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATION										
44 ARROW	EACH	10	\$125.00	\$1,250.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00	\$125.00	\$1,250.00
45 PAINT LIGHT POLE	EACH	35	\$1,500.00	\$52,500.00	\$1,500.00	\$52,500.00	\$1,500.00	\$52,500.00	\$1,500.00	\$52,500.00
46 SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30 FT ARM 30 FT.	EACH	1	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00
47 SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35 FT ARM 35 FT.	EACH	2	\$28,000.00	\$56,000.00	\$28,000.00	\$56,000.00	\$28,000.00	\$56,000.00	\$28,000.00	\$56,000.00
48 SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 40 FT ARM, 40 FT.	EACH	5	\$30,500.00	\$152,500.00	\$30,500.00	\$152,500.00	\$30,500.00	\$152,500.00	\$30,500.00	\$152,500.00
49 SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 45 FT ARM 45 FT.	EACH	2	\$31,000.00	\$62,000.00	\$31,000.00	\$62,000.00	\$31,000.00	\$62,000.00	\$31,000.00	\$62,000.00
50 SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 50 FT ARM 50 FT.	EACH	1	\$28,200.00	\$28,200.00	\$28,200.00	\$28,200.00	\$28,200.00	\$28,200.00	\$28,200.00	\$28,200.00
51 SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 60 FT ARM 60 FT.	EACH	1	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
52 TRAFFIC SIGNAL HEAD, NO. 3 SECTION, 12 IN. RED, AMBER, GREEN	EACH	24	\$1,500.00	\$36,000.00	\$1,500.00	\$36,000.00	\$1,500.00	\$36,000.00	\$1,500.00	\$36,000.00
TRAFFIC SIGNAL HEAD, NO. 4 SECTION, 12 IN. RED, AMBER, AMBER ARROW, GREEN										
53 ARROW	EACH	8	\$2,000.00	\$16,000.00	\$2,000.00	\$16,000.00	\$2,000.00	\$16,000.00	\$2,000.00	\$16,000.00
54 CABLE, MIOVISION	LFT	491	\$3.00	\$1,473.00	\$3.00	\$1,473.00	\$3.00	\$1,473.00	\$3.00	\$1,473.00
55 PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	24	\$1,500.00	\$36,000.00	\$1,500.00	\$36,000.00	\$1,500.00	\$36,000.00	\$1,500.00	\$36,000.00
56 SIGNAL POLE, PEDESTAL, 11 FT	EACH	13	\$1,500.00	\$19,500.00	\$1,500.00	\$19,500.00	\$1,500.00	\$19,500.00	\$1,500.00	\$19,500.00
57 FOUNDATION, TYPE A	EACH	13	\$2,500.00	\$32,500.00	\$2,500.00	\$32,500.00	\$2,500.00	\$32,500.00	\$2,500.00	\$32,500.00
58 PEDESTRIAN BUSH BUTTON, APS	EACH	24	\$2,000.00	\$48,000.00	\$2,000.00	\$48,000.00	\$2,000.00	\$48,000.00	\$2,000.00	\$48,000.00
59 SIGNAL SERVICE	EACH	3	\$5,500.00	\$16,500.00	\$5,500.00	\$16,500.00	\$5,500.00	\$16,500.00	\$5,500.00	\$16,500.00
60 CONDUIT, PVC, 2 IN.	LFT	793	\$42.00	\$33,306.00	\$42.00	\$33,306.00	\$42.00	\$33,306.00	\$42.00	\$33,306.00
61 CONTROLLER AND CABINET, P1	EACH	3	\$35,000.00	\$105,000.00	\$35,000.00	\$105,000.00	\$35,000.00	\$105,000.00	\$35,000.00	\$105,000.00
62 CONTROLLER CABINET FOUNDATION, P1	EACH	3	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00
63 SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	LFT	93	\$10.00	\$930.00	\$10.00	\$930.00	\$10.00	\$930.00	\$10.00	\$930.00
64 SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	5136	\$4.00	\$20,544.00	\$4.00	\$20,544.00	\$4.00	\$20,544.00	\$4.00	\$20,544.00
65 SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	6470	\$5.00	\$32,350.00	\$5.00	\$32,350.00	\$5.00	\$32,350.00	\$5.00	\$32,350.00
66 SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	1071	\$3.00	\$3,213.00	\$3.00	\$3,213.00	\$3.00	\$3,213.00	\$3.00	\$3,213.00
67 SIGNAL CABLE, CONTROL, COPPER, 3C/20 GA	LFT	1071	\$3.00	\$3,213.00	\$3.00	\$3,213.00	\$3.00	\$3,213.00	\$3.00	\$3,213.00
68 CABLE FOR ILLUMINATED OVERHEAD STREET NAME SIGNS	LFT	2185	\$3.00	\$6,555.00	\$3.00	\$6,555.00	\$3.00	\$6,555.00	\$3.00	\$6,555.00
69 SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EACH	12	\$5,000.00	\$60,000.00	\$5,000.00	\$60,000.00	\$5,000.00	\$60,000.00	\$5,000.00	\$60,000.00
70 SINGLE SIDED ILLUMINATED STREET SIGNS	EACH	12	\$5,500.00	\$66,000.00	\$5,500.00	\$66,000.00	\$5,500.00	\$66,000.00	\$5,500.00	\$66,000.00
71 EMERGENCY VEHICLE PREEMPTION DETECTOR, TWO CHANNEL, TWO DIRECTION	EACH	6	\$1,250.00	\$7,500.00	\$1,250.00	\$7,500.00	\$1,250.00	\$7,500.00	\$1,250.00	\$7,500.00
72 EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	EACH	6	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00
73 TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
74 SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS THICKNESS	SFT	100	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00
75 SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS THICKNESS	SFT	12	\$35.00	\$420.00	\$35.00	\$420.00	\$35.00	\$420.00	\$35.00	\$420.00

76 SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	36	\$50.00	\$1,800.00	\$50.00	\$1,800.00	\$50.00	\$1,800.00	\$50.00	\$1,800.00
77 SODDING, NURSERY	SYS	50	\$40.00	\$2,000.00	\$57.50	\$2,875.00	\$40.00	\$2,000.00	\$50.00	\$2,500.00
78 TEMPORARY INLET PROTECTION	EACH	47	\$360.00	\$16,920.00	\$402.50	\$18,917.50	\$250.00	\$11,750.00	\$250.00	\$11,750.00
79 TEMPORARY SILT FENCE	LFT	341	\$10.00	\$3,410.00	\$11.50	\$3,921.50	\$5.00	\$1,705.00	\$2.50	\$852.50
80 CONCRETE WASHOUT	EACH	1	\$7,145.00	\$7,145.00	\$7,475.00	\$7,475.00	\$10,000.00	\$10,000.00	\$2.50	\$2.50
81 TEMPORARY SEED MIXTURE	LBS	5	\$450.00	\$2,250.00	\$57.50	\$287.50	\$450.00	\$2,250.00	\$1,000.00	\$5,000.00
82 TEMPORARY MULCH	TON	1	\$2,500.00	\$2,500.00	\$115.00	\$115.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
83 SEDIMENT REMOVE	CYS	10	\$38.00	\$380.00	\$95.22	\$952.20	\$250.00	\$2,500.00	\$1.00	\$10.00
84 STORM SEWER CLEANING	LFT	6240	\$25.20	\$157,248.00	\$4.60	\$28,704.00	\$10.00	\$62,400.00	\$10.00	\$62,400.00
85 REPAIR/REGROUT STORM SEWER	EACH	10	\$325.00	\$3,250.00	\$1,052.50	\$10,525.00	\$900.00	\$9,000.00	\$1,000.00	\$10,000.00
86 TOPSOIL	CYS	10	\$225.00	\$2,250.00	\$271.54	\$2,715.40	\$200.00	\$2,000.00	\$300.00	\$3,000.00
87 POTHOLING UTILITIES	LS	1	\$9,135.00	\$9,135.00	\$13,000.00	\$13,000.00	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00
88 SIDEWALK, CONCRETE	SYS	215	\$74.00	\$15,910.00	\$74.90	\$16,103.50	\$92.00	\$19,780.00	\$90.00	\$19,350.00
89 116 & CONNER CREEK - MIOVISION SMARTVIEW 360 SYSTEM	DOL	22093	\$1.00	\$22,093.00	\$1.00	\$22,093.00	\$1.00	\$22,093.00	\$1.00	\$22,093.00
90 ALLISONVILLE & FISHERS STATION - MIOVISION SMARTVIEW 360 SYSTEM	DOL	25721	\$1.00	\$25,721.00	\$1.00	\$25,721.00	\$1.00	\$25,721.00	\$1.00	\$25,721.00
91 116 & ALLISONVILLE - MIOVISION SMARTVIEW 360 SYSTEM	DOL	28007	\$1.00	\$28,007.00	\$1.00	\$28,007.00	\$1.00	\$28,007.00	\$1.00	\$28,007.00
92 INSTALLATION OF MIOVISION EQUIPMENT	EACH	3	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00
93 PoE SWITCH, (TRENDNET TI-PG541i)	EACH	2	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
94 CABLE, CAT 5E, DIRECT BURIAL, GEL, 60V, 1K FT	EACH	2	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
95 1000FT GAME CHANGER CABLE FROM OMNICABLE	EACH	2	\$1,750.00	\$3,500.00	\$1,750.00	\$3,500.00	\$1,750.00	\$3,500.00	\$1,750.00	\$3,500.00
96 GEOGRID, TYPE IB	SYS	2089	\$2.35	\$4,909.15	\$2.77	\$5,786.53	\$8.00	\$16,712.00	\$3.00	\$6,267.00
97 HMA WEDGE AND LEVEL, TYPE B	TON	329	\$105.00	\$34,545.00	\$111.11	\$36,555.19	\$105.00	\$34,545.00	\$105.00	\$34,545.00
				\$3,480,165.00		\$3,489,000.00		\$3,657,160.00		\$3,910,000.00

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 4th day of December, 2025, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Rieth-Riley Construction Co., Inc ("Contractor"), for the project described as "116th Street & Allisonville Road Intersection Improvement" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
One Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant Engineer:

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

Project Engineer :

Hatem Mekky, P.E.
Director of Engineering
City of Fishers

Contractor:

Rieth-Riley Construction Co., Inc
1751 W Minnesota St
Indianapolis, IN 46254

Project:

116th Street & Allisonville Road Intersection Improvement

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

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

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

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

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project.

From the earliest date to begin work date, the Contractor shall be given the 263 calendar days to reach Substantial Completion. From Substantial Completion the Contractor shall be given 21 calendar days to reach Final Completion.

While the expected Interim Completion Dates, Substantial Completion Dates, and Final Completion Dates are listed in the Instructions to Bidders' section of these Contract Documents, any delayed issuance of the Notice to Proceed Letter for any portion of the Contract shall result in a corresponding delay in the Interim, Substantial and Final Completion Dates. Contractual requirements of reaching Interim, Substantial and Final Completion on these portions of the Contract shall be defined by the calendar days expressed above.

After issuance of Notice to Proceed Letters, the Substantial and Final Completion Date shall only be subject to adjustments as authorized by Owner ("Contract Time"). No work requiring full or partial closure of any vehicular lanes or pedestrian pathways/sidewalk shall be allowed after the Substantial Completion Date. The Work shall be completed and ready for final payment in accordance the General Conditions on or before the Final Completion Date. Time limits stated in the Contract Documents are of the essence of this Agreement.

By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the

Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner one thousand and no hundredths dollars (\$1,000.00) for each day that expires after the time specified herein for Intermediate completion and Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that expires after the time specified herein for completion and readiness for final payment. If Contractor shall neglect, refuse or fail to open all traffic lanes during peak hours as defined in the plans and contract documents without any proper allowance thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that traffic lanes remain closed during morning or evening peak hours. The term "day" as used in the Contract documents shall mean calendar day unless otherwise specifically defined.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of Three million four hundred eighty thousand one hundred sixty-five dollars and zero cents \$3,480,165.00 ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without

limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Owner reserves the right to accept any portion or combination of the alternate bids to establish the Contract Price upon issuance of Notice to Proceed. After issuance of Notice to Proceed, the Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or

obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance

will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Hatem Mekky, P.E.

City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Michael A Jaskela, Area Manager

1751 W Minnesota St

Indianapolis, IN 46254

Article 12. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was

intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for

Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

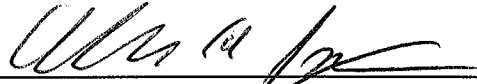
IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY:  _____

Printed Name: _____

Printed Name: Michael A Jaskela

Title: _____

Title: Area Manager

Date: _____

Date: 12/5/25

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: 116th Street & Allisonville Road Intersection Improvement
WORK: Intersection Improvement at 116th Street & Allisonville Road
DESIGN BY: A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240



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. R121925H

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AWARDING BID AND APPROVING CONTRACT
(96th AND CYNTHEANNE ROUNDABOUT)**

WHEREAS, the City of Fishers, Hamilton County, Indiana, (“Fishers”) desires to approve a bid and award a contract for the construction of a roundabout at 96th Street and Cyntheanne Road Roundabout (“Project”);

WHEREAS, Fishers bid the Project in accordance with Ind. Code §36-1-12 *et seq.*, and received six (6) bid responses, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Fishers now desires to award the bid to the lowest, responsible and responsive bidder, Midwest Paving, LLC in an amount not to exceed One Million, Six Hundred Thirty-Seven Thousand, Eight Hundred Sixty-Nine Dollars and 69/100 (\$1,637,869.69) and approve the contract for the construction of the Project attached hereto and incorporated herein as Exhibit B.

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

- Section 1.** The Board hereby awards the bid to Midwest Paving, LLC. and approves the contract attached hereto and incorporated herein as Exhibit B.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the bid award and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety this 19th day of December 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

96th Street and Cyntheanne Road Roundabout (#9321302)

Owner: City of Fishers

Solicitor: Fishers IN, City of

12/03/2025 10:00 AM EST

Item	Item Description	Unit	Quantity	Midwest Paving LLC		Morphey Construction		E&B Paving, LLC Fishers		HIS Constructors Inc,		Calumet Civil Contractors, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
					\$1,637,869.69		\$1,765,000.00		\$1,794,256.65		\$1,867,809.00		\$1,950,000.00
1	CONSTRUCTION ENGINEERING	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$29,000.00	\$29,000.00	\$28,000.00	\$28,000.00	\$24,450.00	\$24,450.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$82,148.89	\$82,148.89	\$88,250.00	\$88,250.00	\$70,751.00	\$70,751.00	\$123,198.70	\$123,198.70	\$46,876.31	\$46,876.31
3	CLEARING RIGHT-OF-WAY	LS	1	\$500.00	\$500.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$13,800.00	\$13,800.00	\$2,700.00	\$2,700.00
4	PIPE, REMOVE	LFT	377	\$26.00	\$9,802.00	\$15.00	\$5,655.00	\$15.35	\$5,786.95	\$47.00	\$17,719.00	\$19.00	\$7,163.00
5	EXCAVATION, COMMON	CYS	1979	\$50.00	\$98,950.00	\$30.00	\$59,370.00	\$105.83	\$209,437.57	\$29.00	\$57,391.00	\$21.08	\$41,717.32
6	BORROW	CYS	2749	\$1.00	\$2,749.00	\$20.00	\$54,980.00	\$2.00	\$5,498.00	\$29.00	\$79,721.00	\$26.00	\$71,474.00
7	PUMP AROUND	EACH	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$6,435.00	\$6,435.00	\$23,000.00	\$23,000.00	\$8,190.00	\$8,190.00
8	STORMWATER MANAGEMENT BUDGET	DOL	29340	\$1.00	\$29,340.00	\$1.00	\$29,340.00	\$1.00	\$29,340.00	\$1.00	\$29,340.00	\$1.00	\$29,340.00
9	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$18,000.00	\$18,000.00	\$1,000.00	\$1,000.00	\$5,860.00	\$5,860.00	\$20,000.00	\$20,000.00	\$19,386.14	\$19,386.14
10	SWQCP PREPARATION	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00
11	SUBGRADE TREATMENT, TYPE III	SYS	619	\$8.00	\$4,952.00	\$5.00	\$3,095.00	\$6.15	\$3,806.85	\$3.00	\$1,857.00	\$8.01	\$4,958.19
12	SUBGRADE TREATMENT, TYPE IBC	SYS	6576	\$12.00	\$78,912.00	\$12.00	\$78,912.00	\$13.00	\$85,488.00	\$11.00	\$72,336.00	\$12.80	\$84,172.80
13	STRUCTURE BACKFILL, TYPE 2	CYS	713	\$70.00	\$49,910.00	\$70.00	\$49,910.00	\$90.00	\$64,170.00	\$66.00	\$47,058.00	\$98.00	\$69,874.00
14	STRUCTURE BACKFILL, TYPE 5	CYS	179	\$135.00	\$24,165.00	\$200.00	\$35,800.00	\$126.00	\$22,554.00	\$195.00	\$34,905.00	\$202.17	\$36,188.43
15	FLOWABLE BACKFILL, NON-REMOVABLE	CYS	13	\$280.00	\$3,640.00	\$220.00	\$2,860.00	\$305.00	\$3,965.00	\$195.00	\$2,535.00	\$277.07	\$3,601.91
16	COMPACTED AGGREGATE, NO. 8	CYS	101	\$80.00	\$8,080.00	\$125.00	\$12,625.00	\$81.00	\$8,181.00	\$99.00	\$9,999.00	\$143.20	\$14,463.20
17	COMPACTED AGGREGATE, NO. 53 FOR BASE	CYS	1443	\$75.00	\$108,225.00	\$90.00	\$129,870.00	\$79.00	\$113,997.00	\$84.00	\$121,212.00	\$98.13	\$141,601.59
18	COMPACTED AGGREGATE, NO. 53 FOR SHOULDER	TON	291	\$63.00	\$18,333.00	\$55.00	\$16,005.00	\$49.00	\$14,259.00	\$51.00	\$14,841.00	\$63.55	\$18,493.05
19	MILLING, ASPHALT, 1 IN.	SYS	22	\$63.00	\$1,386.00	\$60.00	\$1,320.00	\$30.00	\$660.00	\$50.00	\$1,100.00	\$149.00	\$3,278.00
20	MILLING, ASPHALT, 1 1/2 IN.	SYS	70	\$35.00	\$2,450.00	\$40.00	\$2,800.00	\$36.00	\$2,520.00	\$50.00	\$3,500.00	\$74.00	\$5,180.00
21	QC/QA-HMA, 2, 58H, SURFACE, 9.5 mm	TON	560	\$105.00	\$58,800.00	\$105.00	\$58,800.00	\$93.00	\$52,080.00	\$98.00	\$54,880.00	\$106.00	\$59,360.00
22	QC/QA-HMA, 2, 58H, INTERMEDIATE, 19.0 mm	TON	687	\$95.00	\$65,265.00	\$95.00	\$65,265.00	\$85.00	\$58,395.00	\$90.00	\$61,830.00	\$97.00	\$66,639.00
23	QC/QA-HMA, 2, 58H, BASE, 25.0 mm	TON	962	\$90.00	\$86,580.00	\$90.00	\$86,580.00	\$76.50	\$73,593.00	\$81.00	\$77,922.00	\$98.00	\$94,276.00
24	JOINT ADHESIVE, SURFACE	LFT	1279	\$0.50	\$639.50	\$0.50	\$639.50	\$0.34	\$434.86	\$0.35	\$447.65	\$0.42	\$537.18
25	JOINT ADHESIVE, INTERMEDIATE	LFT	1249	\$0.50	\$624.50	\$0.50	\$624.50	\$0.45	\$562.05	\$0.50	\$624.50	\$0.43	\$537.07
26	LIQUID ASPHALT SEALANT	LFT	1279	\$0.20	\$255.80	\$0.20	\$255.80	\$0.01	\$12.79	\$0.50	\$639.50	\$0.38	\$486.02
27	ASPHALT FOR TACK COAT	SYS	10522	\$0.01	\$105.22	\$0.01	\$105.22	\$0.01	\$105.22	\$0.05	\$526.10	\$0.41	\$4,314.02
28	COLORED AND STAMPED PATTERN, PCCP, 7 IN.	SYS	393	\$100.00	\$39,300.00	\$114.00	\$44,802.00	\$108.00	\$42,444.00	\$110.00	\$43,230.00	\$177.78	\$69,867.54
29	HMA FOR SIDEWALK	TON	86	\$200.00	\$17,200.00	\$200.00	\$17,200.00	\$210.00	\$18,060.00	\$220.00	\$18,920.00	\$139.72	\$12,015.92
30	CURB RAMP, CONCRETE	SYS	238	\$150.00	\$35,700.00	\$220.00	\$52,360.00	\$166.00	\$39,508.00	\$175.00	\$41,650.00	\$171.86	\$40,902.68
31	DETECTABLE WARNING SURFACES	SYS	35	\$335.00	\$11,725.00	\$335.00	\$11,725.00	\$400.00	\$14,000.00	\$420.00	\$14,700.00	\$492.60	\$17,241.00
32	HAND RAIL, PEDESTRIAN	LFT	79	\$560.00	\$44,240.00	\$450.00	\$35,550.00	\$560.00	\$44,240.00	\$590.00	\$46,610.00	\$560.00	\$44,240.00
33	CURB, CONCRETE	LFT	1073	\$30.00	\$32,190.00	\$40.00	\$42,920.00	\$50.00	\$53,650.00	\$52.00	\$55,796.00	\$45.27	\$48,574.71
34	CURB AND GUTTER, CONCRETE, MODIFIED	LFT	302	\$30.00	\$9,060.00	\$48.00	\$14,496.00	\$31.00	\$9,362.00	\$33.00	\$9,966.00	\$92.24	\$27,856.48
35	CENTER CURB, D CONCRETE	SYS	13	\$300.00	\$3,900.00	\$352.00	\$4,576.00	\$310.00	\$4,030.00	\$325.00	\$4,225.00	\$211.68	\$2,751.84

36 CURB AND GUTTER, COMBINED	LFT	1173	\$30.00	\$35,190.00	\$45.00	\$52,785.00	\$32.00	\$37,536.00	\$34.00	\$39,882.00	\$31.86	\$37,371.78
37 RIPRAP, REVETMENT	TON	104	\$88.00	\$9,152.00	\$125.00	\$13,000.00	\$62.00	\$6,448.00	\$56.00	\$5,824.00	\$87.41	\$9,090.64
38 GEOTEXTILE FOR RIPRAP, TYPE 2B	SYS	172	\$6.00	\$1,032.00	\$3.00	\$516.00	\$12.00	\$2,064.00	\$11.00	\$1,892.00	\$5.46	\$939.12
39 MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	2	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$260.00	\$520.00	\$400.00	\$800.00
40 MULCHED SEEDING, TYPE U	SYS	8140	\$0.60	\$4,884.00	\$4.00	\$32,560.00	\$0.60	\$4,884.00	\$0.65	\$5,291.00	\$1.20	\$9,768.00
41 WATER	KGAL	4	\$1.00	\$4.00	\$10.00	\$40.00	\$1.00	\$4.00	\$1.05	\$4.20	\$10.00	\$40.00
42 TOPSOIL	CYS	150	\$60.00	\$9,000.00	\$85.00	\$12,750.00	\$85.33	\$12,799.50	\$96.00	\$14,400.00	\$108.88	\$16,332.00
43 SODDING	SYS	850	\$5.00	\$4,250.00	\$10.00	\$8,500.00	\$5.00	\$4,250.00	\$5.25	\$4,462.50	\$8.21	\$6,978.50
44 RIVER STONE	TON	19	\$300.00	\$5,700.00	\$250.00	\$4,750.00	\$300.00	\$5,700.00	\$315.00	\$5,985.00	\$420.00	\$7,980.00
45 MULCH	CYS	32	\$100.00	\$3,200.00	\$100.00	\$3,200.00	\$100.00	\$3,200.00	\$105.00	\$3,360.00	\$120.00	\$3,840.00
46 LIMESTONE WALL	LFT	74	\$1,161.49	\$85,950.26	\$250.00	\$18,500.00	\$1,107.44	\$81,950.56	\$1,220.00	\$90,280.00	\$1,581.73	\$117,048.02
47 PLANTING, DECIDUOUS SHRUB, 3 GALLON	EACH	101	\$54.00	\$5,454.00	\$54.00	\$5,454.00	\$54.00	\$5,454.00	\$57.00	\$5,757.00	\$70.00	\$7,070.00
48 PLANT, DECIDUOUS TREE, SINGLE STEM, 2.5"	EACH	6	\$595.00	\$3,570.00	\$595.00	\$3,570.00	\$595.00	\$3,570.00	\$625.00	\$3,750.00	\$650.00	\$3,900.00
49 PLANT, DECIDUOUS TREE, SINGLE STEM, 4"	EACH	6	\$890.00	\$5,340.00	\$890.00	\$5,340.00	\$890.00	\$5,340.00	\$940.00	\$5,640.00	\$1,050.00	\$6,300.00
50 PLANT, GROUND COVER, 3 GALLON	EACH	83	\$44.00	\$3,652.00	\$44.00	\$3,652.00	\$44.00	\$3,652.00	\$46.00	\$3,818.00	\$45.00	\$3,735.00
51 PLANT, PERENNIAL, ONE GALLON	EACH	165	\$16.50	\$2,722.50	\$17.00	\$2,805.00	\$16.50	\$2,722.50	\$18.00	\$2,970.00	\$30.00	\$4,950.00
52 WATERPROOF MEMBRANE TYPE 2 STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 6 FT X 4 FT	SFT	1885	\$1.75	\$3,298.75	\$5.00	\$9,425.00	\$1.60	\$3,016.00	\$8.00	\$15,080.00	\$3.83	\$7,219.55
53 FT X 4 FT	LFT	76	\$550.00	\$41,800.00	\$800.00	\$60,800.00	\$645.00	\$49,020.00	\$1,240.00	\$94,240.00	\$1,241.23	\$94,333.48
54 PIPE, RCP, CIRCULAR, DIAMETER 15 IN., CLASS III	LFT	290	\$42.00	\$12,180.00	\$65.00	\$18,850.00	\$56.00	\$16,240.00	\$78.00	\$22,620.00	\$64.30	\$18,647.00
55 PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	LFT	2020	\$7.00	\$14,140.00	\$8.00	\$16,160.00	\$9.25	\$18,685.00	\$9.75	\$19,695.00	\$12.29	\$24,825.80
56 PIPE, RCP, CIRCULAR, DIAMETER 12 IN., CLASS III	LFT	708	\$40.00	\$28,320.00	\$60.00	\$42,480.00	\$54.00	\$38,232.00	\$73.00	\$51,684.00	\$61.68	\$43,669.44
57 CONCRETE END SECTION, DIAMETER 18 IN.	EACH	2	\$1,700.00	\$3,400.00	\$2,000.00	\$4,000.00	\$1.00	\$2.00	\$2,780.00	\$5,560.00	\$1,892.98	\$3,785.96
58 CONCRETE END SECTION, DIAMETER 21 IN.	EACH	1	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$1.00	\$1.00	\$2,990.00	\$2,990.00	\$2,005.60	\$2,005.60
59 GEOTEXTILE FOR UNDERDRAINS, TYPE 2B	SYS	1460	\$2.00	\$2,920.00	\$3.00	\$4,380.00	\$4.75	\$6,935.00	\$5.00	\$7,300.00	\$2.25	\$3,285.00
60 AGGREGATE FOR UNDERDRAINS	CYS	182	\$75.00	\$13,650.00	\$130.00	\$23,660.00	\$77.40	\$14,086.80	\$81.00	\$14,742.00	\$102.63	\$18,678.66
61 INLET, TYPE J10	EACH	7	\$3,000.00	\$21,000.00	\$3,000.00	\$21,000.00	\$3,243.00	\$22,701.00	\$2,740.00	\$19,180.00	\$4,508.17	\$31,557.19
62 INLET, TYPE M10	EACH	10	\$3,000.00	\$30,000.00	\$3,000.00	\$30,000.00	\$3,263.00	\$32,630.00	\$2,770.00	\$27,700.00	\$4,312.13	\$43,121.30
63 CATCH BASIN, TYPE E7	EACH	2	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,300.00	\$6,600.00	\$2,175.00	\$4,350.00	\$2,499.30	\$4,998.60
64 MANHOLE, TYPE C4	EACH	2	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$4,465.00	\$8,930.00	\$4,775.00	\$9,550.00	\$6,213.50	\$12,427.00
65 STRUCTURE, MANHOLE, RECONSTRUCT	LFT	12	\$600.00	\$7,200.00	\$850.00	\$10,200.00	\$544.00	\$6,528.00	\$610.00	\$7,320.00	\$1,196.60	\$14,359.20
66 ROAD CLOSURE SIGN ASSEMBLY	EACH	8	\$248.00	\$1,984.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$315.00	\$2,520.00	\$295.00	\$2,360.00
67 DETOUR ROUTE MARKER ASSEMBLY	EACH	45	\$171.00	\$7,695.00	\$130.00	\$5,850.00	\$130.00	\$5,850.00	\$135.00	\$6,075.00	\$135.00	\$6,075.00
68 CONSTRUCTION SIGN, TYPE A	EACH	8	\$213.00	\$1,704.00	\$175.00	\$1,400.00	\$175.00	\$1,400.00	\$185.00	\$1,480.00	\$195.00	\$1,560.00
69 PEDESTRIAN CLOSURE SIGN ASSEMBLY AND BARRICADE	EACH	2	\$500.00	\$1,000.00	\$150.00	\$300.00	\$150.00	\$300.00	\$160.00	\$320.00	\$295.00	\$590.00
70 MAINTAINING TRAFFIC	LS	1	\$6,000.00	\$6,000.00	\$14,200.98	\$14,200.98	\$7,890.00	\$7,890.00	\$10,000.00	\$10,000.00	\$11,265.00	\$11,265.00
71 BARRICADE, TYPE III-A	LFT	96	\$12.00	\$1,152.00	\$16.00	\$1,536.00	\$16.00	\$1,536.00	\$17.00	\$1,632.00	\$20.00	\$1,920.00
72 BARRICADE, TYPE III-B	LFT	64	\$14.00	\$896.00	\$16.00	\$1,024.00	\$16.00	\$1,024.00	\$17.00	\$1,088.00	\$20.00	\$1,280.00
73 SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	384	\$36.50	\$14,016.00	\$25.00	\$9,600.00	\$33.00	\$12,672.00	\$35.00	\$13,440.00	\$33.00	\$12,672.00
74 SIGN POST, DECORATIVE	EACH	8	\$1,765.00	\$14,120.00	\$2,500.00	\$20,000.00	\$500.00	\$4,000.00	\$525.00	\$4,200.00	\$500.00	\$4,000.00
75 SIGN, SHEET, RELOCATE	EACH	7	\$942.00	\$6,594.00	\$50.00	\$350.00	\$200.00	\$1,400.00	\$210.00	\$1,470.00	\$200.00	\$1,400.00
76 SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	48	\$41.50	\$1,992.00	\$30.00	\$1,440.00	\$30.00	\$1,440.00	\$32.00	\$1,536.00	\$30.00	\$1,440.00

77 SIGN, SHEET, WITH LEGEND, 0.125 IN. THICKNESS	SFT	13	\$44.00	\$572.00	\$35.00	\$455.00	\$32.00	\$416.00	\$34.00	\$442.00	\$32.00	\$416.00
78 SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	123	\$56.00	\$6,888.00	\$32.00	\$3,936.00	\$31.00	\$3,813.00	\$33.00	\$4,059.00	\$31.00	\$3,813.00
79 SERVICE POINT, TYPE II, MODIFIED	EACH	1	\$12,603.00	\$12,603.00	\$10,500.00	\$10,500.00	\$12,500.00	\$12,500.00	\$13,200.00	\$13,200.00	\$12,500.00	\$12,500.00
80 CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	212	\$50.00	\$10,600.00	\$45.00	\$9,540.00	\$40.00	\$8,480.00	\$42.00	\$8,904.00	\$40.00	\$8,480.00
81 LIGHT POLE, ORNAMENTAL	EACH	6	\$9,000.00	\$54,000.00	\$8,500.00	\$51,000.00	\$8,000.00	\$48,000.00	\$8,440.00	\$50,640.00	\$8,000.00	\$48,000.00
82 LIGHT POLE, ORNAMENTAL, DOUBLE 10 FT MAST ARM	EACH	1	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$11,100.00	\$11,100.00	\$10,500.00	\$10,500.00
83 HANDHOLE, LIGHTING	EACH	12	\$1,950.00	\$23,400.00	\$2,500.00	\$30,000.00	\$1,500.00	\$18,000.00	\$1,585.00	\$19,020.00	\$1,500.00	\$18,000.00
84 LIGHTING FOUNDATION	EACH	7	\$2,750.00	\$19,250.00	\$3,000.00	\$21,000.00	\$2,900.00	\$20,300.00	\$3,060.00	\$21,420.00	\$2,900.00	\$20,300.00
85 WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	630	\$22.50	\$14,175.00	\$22.00	\$13,860.00	\$24.00	\$15,120.00	\$25.00	\$15,750.00	\$24.00	\$15,120.00
86 LUMINAIRE, ORNAMENTAL	EACH	8	\$2,400.00	\$19,200.00	\$2,500.00	\$20,000.00	\$2,600.00	\$20,800.00	\$2,745.00	\$21,960.00	\$2,600.00	\$20,800.00
CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER,												
87 STRANDED 1/C	LFT	680	\$3.00	\$2,040.00	\$1.00	\$680.00	\$1.50	\$1,020.00	\$1.55	\$1,054.00	\$1.50	\$1,020.00
88 CONNECTOR KIT, UNFUSED	EACH	8	\$125.00	\$1,000.00	\$65.00	\$520.00	\$28.00	\$224.00	\$30.00	\$240.00	\$28.00	\$224.00
89 CONNECTOR KIT, FUSED	EACH	8	\$125.00	\$1,000.00	\$65.00	\$520.00	\$28.00	\$224.00	\$30.00	\$240.00	\$28.00	\$224.00
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK												
90 LINE, WHITE, 24 IN.	LFT	280	\$9.33	\$2,612.40	\$13.00	\$3,640.00	\$13.00	\$3,640.00	\$13.75	\$3,850.00	\$9.50	\$2,660.00
91 LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	1804	\$1.36	\$2,453.44	\$1.00	\$1,804.00	\$1.00	\$1,804.00	\$1.05	\$1,894.20	\$0.85	\$1,533.40
92 LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.	LFT	166	\$7.07	\$1,173.62	\$3.00	\$498.00	\$3.00	\$498.00	\$3.15	\$522.90	\$1.65	\$273.90
93 GROOVING FOR PAVEMENT MARKINGS	LFT	4975	\$1.78	\$8,855.50	\$1.00	\$4,975.00	\$1.00	\$4,975.00	\$1.05	\$5,223.75	\$0.85	\$4,228.75
TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE,												
94 WHITE, 36 IN.	LFT	59	\$22.39	\$1,321.01	\$22.00	\$1,298.00	\$22.00	\$1,298.00	\$23.25	\$1,371.75	\$11.50	\$678.50
95 LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	3005	\$1.06	\$3,185.30	\$1.00	\$3,005.00	\$1.00	\$3,005.00	\$1.05	\$3,155.25	\$0.85	\$2,554.25
96 SNOWPLOWABLE RAISED PAVEMENT MARKER	EACH	15	\$50.00	\$750.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$105.00	\$1,575.00	\$220.00	\$3,300.00
97 HEADWALL AND WINGWALLS	EACH	2	\$18,000.00	\$36,000.00	\$20,000.00	\$40,000.00	\$22,880.00	\$45,760.00	\$3,550.00	\$7,100.00	\$23,723.98	\$47,447.96
				\$1,637,869.69		\$1,765,000.00		\$1,794,256.65		\$1,867,809.00		\$1,950,000.00

Rieth-Riley	
Construction	
Unit Price	Extension
	\$2,141,802.79
\$23,200.00	\$23,200.00
\$138,252.99	\$138,252.99
\$13,267.57	\$13,267.57
\$51.26	\$19,325.02
\$58.28	\$115,336.12
\$35.16	\$96,654.84
\$15,540.81	\$15,540.81
\$1.00	\$29,340.00
\$12,035.02	\$12,035.02
\$1,600.00	\$1,600.00
\$4.62	\$2,859.78
\$16.49	\$108,438.24
\$70.44	\$50,223.72
\$187.28	\$33,523.12
\$212.35	\$2,760.55
\$97.24	\$9,821.24
\$89.44	\$129,061.92
\$51.37	\$14,948.67
\$50.56	\$1,112.32
\$31.78	\$2,224.60
\$115.21	\$64,517.60
\$119.21	\$81,897.27
\$101.87	\$97,998.94
\$2.59	\$3,312.61
\$2.73	\$3,409.77
\$0.01	\$12.79
\$0.24	\$2,525.28
\$123.37	\$48,484.41
\$201.33	\$17,314.38
\$192.62	\$45,843.56
\$466.05	\$16,311.75
\$560.00	\$44,240.00
\$35.12	\$37,683.76
\$37.73	\$11,394.46
\$191.80	\$2,493.40

\$40.87	\$47,940.51
\$122.41	\$12,730.64
\$10.82	\$1,861.04
\$250.00	\$500.00
\$0.60	\$4,884.00
\$1.00	\$4.00
\$102.30	\$15,345.00
\$5.00	\$4,250.00
\$300.00	\$5,700.00
\$100.00	\$3,200.00
\$1,246.57	\$92,246.18
\$54.00	\$5,454.00
\$595.00	\$3,570.00
\$890.00	\$5,340.00
\$44.00	\$3,652.00
\$16.50	\$2,722.50
\$3.86	\$7,276.10
\$869.75	\$66,101.00
\$62.73	\$18,191.70
\$9.25	\$18,685.00
\$62.18	\$44,023.44
\$2,128.72	\$4,257.44
\$2,314.38	\$2,314.38
\$4.75	\$6,935.00
\$77.40	\$14,086.80
\$3,965.60	\$27,759.20
\$3,965.60	\$39,656.00
\$3,181.08	\$6,362.16
\$5,167.07	\$10,334.14
\$683.51	\$8,202.12
\$248.00	\$1,984.00
\$171.00	\$7,695.00
\$213.00	\$1,704.00
\$500.00	\$1,000.00
\$36,163.30	\$36,163.30
\$12.00	\$1,152.00
\$14.00	\$896.00
\$36.50	\$14,016.00
\$1,765.00	\$14,120.00
\$942.00	\$6,594.00
\$41.50	\$1,992.00

\$44.00	\$572.00
\$56.00	\$6,888.00
\$12,603.00	\$12,603.00
\$50.00	\$10,600.00
\$9,000.00	\$54,000.00
\$12,000.00	\$12,000.00
\$1,950.00	\$23,400.00
\$2,750.00	\$19,250.00
\$22.50	\$14,175.00
\$2,400.00	\$19,200.00
\$3.00	\$2,040.00
\$125.00	\$1,000.00
\$125.00	\$1,000.00
\$9.33	\$2,612.40
\$1.36	\$2,453.44
\$7.07	\$1,173.62
\$1.78	\$8,855.50
\$22.39	\$1,321.01
\$1.06	\$3,185.30
\$360.50	\$5,407.50
\$36,099.43	\$72,198.86
	\$2,141,802.79

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 4th day of December, 2025, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Midwest Paving, LLC ("Contractor"), for the project described as "Intersection Improvement Project at 96th St and Cyntheanne Rd" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant
Engineer:
VS Engineering, INC
9910 E Dupont Circle Suite 210
Fort Wayne, Indiana 46825

Project Engineer:
Hatem Mekky, P.E.
Director of Engineering
City of Fishers

Contractor:
Midwest Paving, LLC
11827 Greenfield Ave.
Noblesville, IN 46060

Project:
Intersection Improvement Project at 96th St and Cyntheanne Rd

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

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

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

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

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project.

From the issuance of the Notice to Proceed Letter from the City, the Contractor shall be given the 180 calendar days to reach Substantial Completion. From Substantial Completion the Contractor shall be given 14 calendar days to reach Final Completion.

While the expected Substantial Completion Dates and Final Completion Dates are listed in the Instructions to Bidders' section of these Contract Documents, any delayed issuance of the Notice to Proceed Letter for any portion of the Contract shall result in a corresponding delay in the Substantial and Final Completion Dates. Contractual requirements of reaching Substantial and Final Completion on these portions of the Contract shall be defined by the calendar days expressed above.

After issuance of Notice to Proceed Letters, the Substantial and Final Completion Date shall only be subject to adjustments as authorized by Owner ("Contract Time"). No work requiring full or partial closure of any vehicular lanes or pedestrian pathways/sidewalk shall be allowed after the Substantial Completion Date. The Work shall be completed and ready for final payment in accordance the General Conditions on or before the Final Completion Date. Time limits stated in the Contract Documents are of the essence of this Agreement.

By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to

make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner one thousand and no hundredths dollars (\$1,000.00) for each day that expires after the time specified herein for Intermediate completion and Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that expires after the time specified herein for completion and readiness for final payment. If Contractor shall neglect, refuse or fail to open all traffic lanes during peak hours as defined in the plans and contract documents without any proper allowance thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that traffic lanes remain closed during morning or evening peak hours. The term "day" as used in the Contract documents shall mean calendar day unless otherwise specifically defined.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of One million, six hundred thirty-seven thousand, eight hundred sixty-nine dollar and sixty-nine cents \$ 1,637,869.69 ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without

limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Owner reserves the right to accept any portion or combination of the alternate bids to establish the Contract Price upon issuance of Notice to Proceed. After issuance of Notice to Proceed, the Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or

obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance

will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner’s, Contractor’s and Engineer’s Representations.

10.1 The Owner’s Representative is:

Hatem Mekky, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor’s Representative is:

Tyler Robinson

Article 12. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was

intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for

Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY:  _____

Printed Name: _____

Printed Name: Matt Kelley

Title: _____

Title: President

Date: _____

Date: 12-4-25

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Intersection Improvement Project at 96th St and Cyntheanne Rd

WORK: Roundabout Construction at the intersection of 96th Street &
Cyntheanne Road

DESIGN BY: VS Engineering, INC
9910 E Dupont Circle, Ste 210
Fort Wayne, Indiana 46825

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-21, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers A01 to A01R1 inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered 1 through 49, inclusive with each sheet bearing the general title: Intersection Improvement Project at 96th Street & Cyntheanne Road.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. Special Provisions
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages Bid-6-1 to Bid-6-8, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the "Work")

Roundabout Construction at the intersection of 96th Street & Cyntheanne Road



CITY OF FISHERS, INDIANA
APPENDIX D
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Midwest Paving, LLC



By (Written Signature) _____

(Printed Name): Matt Kelley

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

COUNTY OF Delaware

Subscribed and sworn to before me this 4th day of December, 2025

My commission expires: 07-28-33 (Signed) Jennifer Boone

Residing in Delaware County, State Indiana

1986133/15982-10



CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

Itemized Bid Proposal found on Bid 6-1 to Bid 6-8



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. R121925I

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HNTB
CORPORATION (FISHERS TRAIL STUDY)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to assess feasibility of constructing a trail spanning east-west through Fishers, roughly following the alignment of the Marathon pipeline easement (“Fishers Trail Study”);

WHEREAS, HNTB Corporation (“Consultant”) will identify locations where the Marathon pipeline easement can and cannot be utilized and will develop and recommend alternatives, the scope of the Fishers Trail Study is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to enter into a certain Professional Services Agreement with Consultant for the Fishers Trail Study (“Agreement”), all as more particularly described in the Agreement, attached hereto and incorporated herein as Exhibit B.

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

- Section 1.** The Board hereby approves the Agreement attached hereto as Exhibit B and incorporated herein.
- Section 2.** The Board hereby designates the Mayor or Director of Engineering 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 adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 19th day of December 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



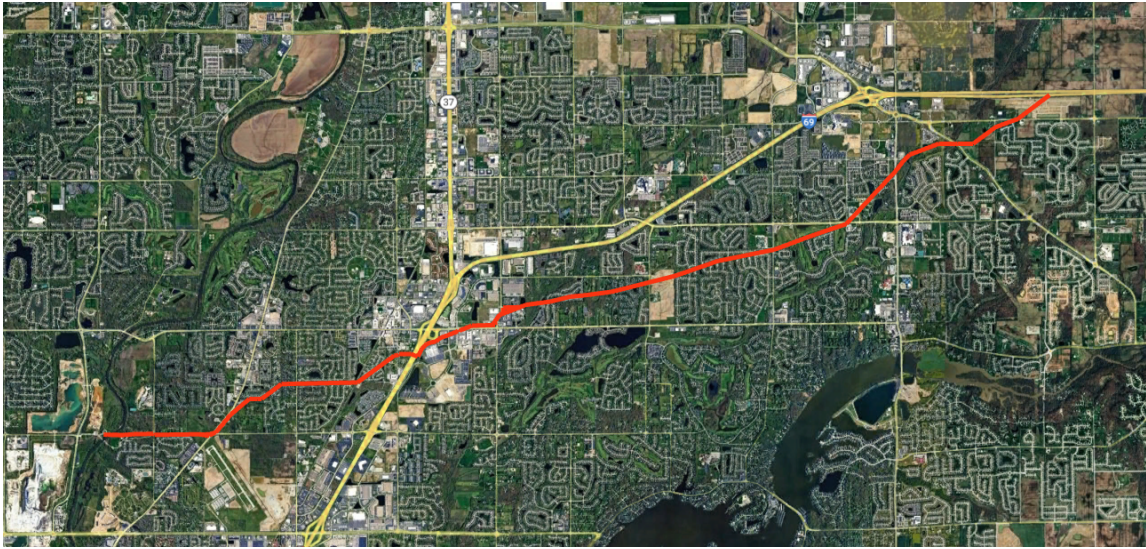
This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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

Marathon Pipeline Trail I-69 Crossing Feasibility Study

Trail Description

The City of Fishers wishes to assess the feasibility of constructing a trail spanning east-west through Fishers, roughly following the alignment of the Marathon Pipe Line (MPL) shown in the figure below. The trail is expected to start at the White River and end at Prairie Baptist Road. The trail is expected to be a signature feature of the City that provides connections to other existing trails and key destinations through the City.



Study Description

The primary goal of this planning study is to assess the feasibility of a trail roughly following the alignment of the MPL. The study will identify locations where the MPL alignment can be utilized and will develop and recommend alternatives for locations where the MPL alignment cannot be utilized. Environmental, right-of-way (ROW), drainage, and utility impacts along with public and stakeholder input, and a cost analysis will be used to inform the study process. HNTB will complete task assignments to assist in assessing the feasibility of the trail. These task assignments are listed below.

Scope Description

The Consultant will provide services as described in Tasks below:

Task 1 Alternatives Development for Bridge Over I-69

Task 1. Alternatives Development for Bridge Over I-69

Objective

The objectives of this task are to:

- Identify preferred alternatives for linking a trail bridge over I-69 to tie down points and future expansion of trail
- Identify potential bridge types for the trail bridge over I-69

Coordination

Coordination will be conducted with the City and discipline leads.

Deliverables

The Consultant will provide the following deliverables:

- Roll plots depicting alternative alignments for the proposed trail between the Cheeney Creek Trail (0.1 mile west of I-69) to the Fishers Event Center (0.5 miles east of I-69)
- Concept snapshots depicting potential bridge types for the trail bridge over I-69
- Meeting minutes from an Alternatives Analysis discussion

Activity

The Consultant will perform the following activities:

- Develop conceptual layouts for trail bridge tie down points east and west of I-69
- Develop up to three alternatives, including conceptual layouts, for trail alignments within study area
- Conduct windshield survey of the study corridor to support alternative development.
- Assess utility impacts of each alternative.
- Participate in an Alternatives Analysis discussion with the City and prepare minutes for the meeting.

Assumptions

- Conceptual layouts for all trail alignments, including trail nodes and trail heads, will utilize basemaps prepared in this task.
- No hydraulic analysis will be completed during this analysis.
- Conceptual layouts will represent at best 10% design and will be based on available aerial imagery. No new aerial imagery will be collected for this project.
- Conceptual layouts will depict the approximate alignment of the trail and trail bridge.
- The specific footprint of the trail, based on trail cross section, will not be identified.
- Conceptual layouts will consider land uses, parcel boundaries, utility impacts, natural terrain (from publicly available sources), environmental and cultural constraints.
- No lidar, topographic or property survey data will be collected for this project.
- Statewide lidar data may be used in select locations to verify grades and/or cross slopes.
- Vertical clearance requirements will be analyzed crossing I-69, but other detailed design checks will not be prepared.
- Utility impacts will be assessed using readily available GIS data and Indiana 811.
- Opinions of probable cost will not be developed.
- ROW impacts and costs will not be developed. ROW for the trail is assumed to be provided by future developments or redevelopments.

- Up to one virtual meeting will be held with HNTB practice consultant to prepare alternatives analysis.
- Up to two HNTB practice consultants will participate in the identifying bridge types. No out of state travel or overnight stays will be required for these individuals. Meetings will be held virtually.
- Maintenance of traffic for trail construction along or crossing roadways will not be evaluated in this study.
- Roll plots will be prepared for the Alternative Analysis discussion.
- The Alternative Analysis discussion will be held in person in Fishers. HNTB will prepare meeting minutes to document the discussion. No further documentation will be provided.
- The alternatives evaluation process completed as part of this task will include only qualitative factors.
- All necessary City department representatives will participate in the Alternative Analysis discussion.

Schedule

The tasks will utilize the schedule defined below.

Task 1. Alternatives Development for Bridge Over I-69	
Roll Plots and Concept Snapshots	30 days after NTP
Alternatives Discussion Meeting	40days after NTP

FEE JUSTIFICATION

PROJECT NO.: 93091-PL-001

DESCRIPTION: MPL Trail I-69 Crossing Feasibility Study

ITEM	HNTB					
	Hourly Rates					
Task 1 Alternative Development	\$ 47,800					
SUBTOTALS \$ 47,800		\$ -	\$ -	\$ -	\$ -	\$ -
Hourly Rates Subtotal \$		47,800				
GRAND TOTAL \$		47,800				

Task 1

Alternative Development

PROJECT NO.: 93091-PL-001
 DESCRIPTION: MPL Trail I-69 Crossing Feasibility Study

DESCRIPTION	PERSON HOURS BY CLASSIFICATION										TOTAL HOURS / TASK	TOTAL DOLLARS
	10	9	8	7	6	5	4	3	2	1		
	National Practice	Practice Consultant	Sr Project Manager	Technical Advisor	Project Engineer / Planner V	GIS Analyst	Sr Surveyor / Engineer II	Engineer I / Sr Public Engagement & Comms / Project Analyst I	Digital Media Specialist	Project Coordinator		
Coordination / Management												
Project / Task Management (2 months)		2	4									6
Monthly Progress Reports (2 months)			2									2
Contract administration / Invoice Preparation (2 months)			2					2				4
Coordination with the City			8	4								12
Internal Kickoff Meeting			2	2			2	2				8
Discipline Lead (0.5 hrs/mo, 2 mo)				1								1
Discipline Team Meetings (3 staff, 1.0 hrs/mo, 2 mo)			2	2				2				6
Alternative Development & Screening												
Gather available Lidar & parcel info. Create Base Maps						4		8				12
Identify Up to 3 alignments for the trail bridge (Cheeny Creek Trail to Event Center)			4	12			40					56
Identify Potential Bridge Types		8	4	4			2					18
Develop Roll Plots of Alignments			4	4			12					16
Conduct Windshield Survey (2 persons, 6hrs/person, 1 survey)			6	6								12
Vertical Clearance Checks							4					4
Assess Utility Impacts within study area			2			8						10
Prepare concept snapshots of alternatives and bridge types.			4	8		16						28
Conduct Alternative Analysis discussion with City			4	4								8
Prepare meeting minutes for Alternative Analysis Discussion			1	2								3
QA/QC			7	7								15
TOTAL - HOURS:	0	10	56	52	0	28	60	14	0	0		221
LABOR RATES PER HOUR	\$415.27	\$328.87	\$303.90	\$252.44	\$180.60	\$153.47	\$134.31	\$121.50	\$109.99	\$102.57		
TOTAL DIRECT SALARY COST	\$0.00	\$3,288.73	\$17,124.51	\$13,215.01	\$0.00	\$4,297.13	\$8,058.83	\$1,700.98	\$0.00	\$0.00		\$47,685.19

DIRECT EXPENSES

Mileage	4	Trips x	40	Mi./Trip x	\$0.49	(to project site)						\$78.40
Prints	2	Sets x	100	Sheets	\$0.09							\$18.00
TOTAL DIRECT EXPENSE COST												\$96.40

TOTAL FEE **\$47,800.00**

RATE JUSTIFICATION

PROJECT NO.:
DESCRIPTION:

93091-PL-001
MPL Trail I-69 Crossing Feasibility Study

DES. NO.: 0

CATEGORY		AVG of CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Weighted Rate for Fee Justification
			<i>20 % of work</i>	<i>80 % of work</i>				
10	National Practice	\$ 405.54	\$ 405.54	\$ 417.70	\$ 430.23	\$ 443.14	\$ 456.43	\$ 415.27
9	Practice Consultant	\$ 321.17	\$ 321.17	\$ 330.80	\$ 340.72	\$ 350.95	\$ 361.47	\$ 328.87
8	Sr Project Manager	\$ 296.77	\$ 296.77	\$ 305.68	\$ 314.85	\$ 324.29	\$ 334.02	\$ 303.90
7	Technical Advisor	\$ 246.52	\$ 246.52	\$ 253.91	\$ 261.53	\$ 269.38	\$ 277.46	\$ 252.44
6	Project Engineer / Planner V	\$ 176.36	\$ 176.36	\$ 181.65	\$ 187.10	\$ 192.72	\$ 198.50	\$ 180.60
5	GIS Analyst	\$ 149.87	\$ 149.87	\$ 154.37	\$ 159.00	\$ 163.77	\$ 168.68	\$ 153.47
4	Sr Surveyor / Engineer II	\$ 131.17	\$ 131.17	\$ 135.10	\$ 139.15	\$ 143.33	\$ 147.63	\$ 134.31
3	Engineer I / Sr Public Engagement & Comms / Project Analyst I	\$ 118.65	\$ 118.65	\$ 122.21	\$ 125.88	\$ 129.65	\$ 133.54	\$ 121.50
2	Digital Media Specialist	\$ 107.42	\$ 107.42	\$ 110.64	\$ 113.96	\$ 117.38	\$ 120.90	\$ 109.99
1	Project Coordinator	\$ 100.17	\$ 100.17	\$ 103.17	\$ 106.27	\$ 109.45	\$ 112.74	\$ 102.57

NOTES:

1. Classification rates are part of HNTB's 05/30/2025 Certified Payroll
3. Year 1 is 01/01/26 - 12/31/26. Year 2 is 01/01/27 - 12/31/27. Year 3 is 01/01/28 - 12/31/28. Year 4 is 01/01/29 - 12/31/29
4. Escalation is assumed to be 3% annually.
5. Weighted rate developed assuming calendar work distribution percentages shown above

A PROFESSIONAL SERVICES AGREEMENT BY & BETWEEN HNTB CORPORATION & THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

This Professional Services Agreements (“AGREEMENT”), is made and entered into this 2 day of December, 2025 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and HNTB Corporation (“ENGINEER”), and is regarding the Marathon Trail Study (“PROJECT”).

RECITALS

WHEREAS, OWNER desires to obtain professional design engineering services for the PROJECT;

WHEREAS, OWNER wishes to obtain these services according to time requirements which specify particular and definite deadlines;

WHEREAS, OWNER wishes to limit its review role of these services; and

WHEREAS, ENGINEER has expressed its willingness to provide these services within the specified time requirement and with a limited review role by OWNER.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and responsibilities, OWNER and ENGINEER agree as follows:

ARTICLE 1
AUTHORITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other party that:

- a. The party is duly organized and existing in good standing under the laws of Indiana and has all requisite power and authority to carry out the obligations set forth in this Agreement.
- b. The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance whereof, have been duly authorized by all necessary action.
- c. This Agreement has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of the party, enforceable in accordance with its terms.

ARTICLE 2
ATTACHMENTS

The Attachments which accompany and form a part of this Agreement as of the date hereof are:

- a. "Attachment A" consisting of the described services to be performed by ENGINEER.
- b. "Attachment B" consisting of a list of key professional staff and subcontractors ENGINEER agrees to provide for the Project and the man-hours that will be devoted to the Project.
- c. "Attachment C" consisting of a list of key staff OWNER agrees to provide for the Project.
- d. "Attachment D" consisting of a schedule for completion of the milestone tasks of the Project.
- e. "Attachment E" consisting of compensation for ENGINEER's services under this Agreement.

ARTICLE 3
INTENT AND INTERPRETATION

- 3.1 The "Agreement", as referred to herein, shall mean this Agreement executed by OWNER and ENGINEER, and shall include these Terms and Conditions, the Attachments described in Article 2 and attached hereto, and any written supplemental agreement or modification entered into between OWNER and ENGINEER, in writing, after the date of this Agreement.
- 3.2 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by ENGINEER or other rights or obligation of OWNER or ENGINEER, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon ENGINEER and affording the greater right or remedy to OWNER, shall govern; otherwise, precedence shall be given in the following order: provisions of these Terms and Conditions, provisions contained in any Attachment hereto and required provision contained in any governmental regulation incorporated herein by reference.
- 3.3 Any interpretation applied to this Agreement by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against OWNER solely by virtue of OWNER or OWNER'S representatives having drafted all or any portion of this Agreement.
- 3.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

ARTICLE 4

ENGINEER'S RESPONSIBILITIES

- 4.1 ENGINEER shall serve as OWNER'S professional representative in the design phase of the Project, and with respect to all services provided by ENGINEER hereunder, and will give consultation and advice to OWNER during the performance of such services.
- 4.2 ENGINEER shall perform professional services as stated in "Attachment A" of this Agreement, including normal civil, structural, mechanical, electrical and architectural services incidental thereto.
- 4.3 ENGINEER shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance. Without modifying the above standard, ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specification, report, and other services furnished by ENGINEER under this Agreement.
- 4.4 ENGINEER shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.5 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve ENGINEER of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNERS'S monitoring or acceptance of, or payment for, any of ENGINEER'S services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by ENGINEER.
- 4.6 ENGINEER shall make all reasonable efforts to provide competent, capable, experience and suitably qualified personnel for the performance of all services. Any employee or representative of ENGINEER who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.7 ENGINEER shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" are not available to the Project, ENGINEER shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by ENGINEER to provide professional staff and subcontractors as required by the Article shall be considered a material breach of the Agreement.

4.8 ENGINEER shall be fully responsible for all negligent acts, errors or omissions of consultants and subcontractors and of person and organization directly or indirectly employed by ENGINEER, and of persons and organizations for whose acts any consultant may be liable to the same extent that ENGINEER is responsible for the negligent acts, errors or omissions of persons directly employed by ENGINEER. Nothing in this Agreement, nor any communication, directive, action or failure to act on the part of OWNER, shall create any contractual relationship between OWNER and any consultant or subcontractor having a contract with ENGINEER, nor shall it create any obligation on the part of OWNER to pay or to see to payment of any monies due any consultant or subcontractor to ENGINEER.

4.9 ENGINEER agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of OWNER. ENGINEER shall obtain written acceptance form OWNER for all proposed subcontractor and subcontract agreements for any portion of the Scope of Work described in "Attachment A" and shall furnish copies of all executed subagreements.

ENGINEER shall include all subcontractors on "Attachment B". ENGINEER may not remove or otherwise substitute subcontractor indicated on "Attachment B" without consent of OWNER. A failure by ENGINEER to provide the subcontractor as required by this Article shall be considered a material breach of the Agreement.

4.10 To the extent the standard in Section 4.3 is met, ENGINEER'S responsibility under this Agreement shall not be diminished by new or advanced processes, methods, designs or technology recommended or utilized by ENGINEER for the Project.

4.11 ENGINEER'S submittals are subject to prompt monitoring and acceptance by OWNER for general compliance with the services described in "Attachment A". In the event that any submittal is not accepted by OWNER, OWNER shall notify ENGINEER in writing of its reasons for non-acceptance and may make suggested revisions. Upon receipt of said notification, the non-acceptance submittal shall be revised appropriately by ENGINEER until accepted by OWNER. If ENGINEER does not agree with OWNER's suggested revisions, ENGINEER shall submit its reasons therefor to OWNER in writing.

4.12 In the event that the performance of any services described in this Article of in "Attachment A" under this Agreement by ENGINEER shall require ENGINEER to use, consider, complete, or evaluate any designs, specifications, contract documents, reports, studies or other services provided to OWNER or ENGINEER by another architect, engineer or consultant, ENGINEER shall take reasonable and prudent steps to verify the technical accuracy of such items and shall report in writing to OWNER any conflict, error or discrepancy which may be discovered by such investigation and verification. ENGINEER shall assume all risks and bear all costs associated with any conflict, error, inaccuracy or discrepancy in such items which are not discovered by ENGINEER due to its failure to conduct such reasonable and prudent inquiry and study, or which are discovered by ENGINEER but not reported in writing to OWNER provided, however, that ENGINEER shall not be barred from actions against third parties. At the written

request of ENGINEER, the OWNER may assign to the ENGINEER all or any portion of the rights which the OWNER may possess to pursue remedies against the engineer, architect or consultant which provided the OWNER with said designs, specifications, contract documents, reports, studies, or other services. Such a request shall not be unreasonably denied.

4.13 ENGINEER shall fulfill the requirements of governing regulatory agencies as may be applicable to the work and services to be performed by ENGINEER described in this Article or in "Attachment A".

4.14 The liability of ENGINEER under this Article shall survive the expiration of this Agreement.

ARTICLE 5

OWNER'S RESPONSIBILITIES

5.1 Except to the extent that such responsibilities are otherwise waived or assumed by ENGINEER, OWNER shall take reasonable steps to:

5.1.1 Issue a written notice to proceed by June 30, 2022. If OWNER fails to issue the Notice to Proceed the OWNER shall extend the completion date as described in "Attachment D" one day for each day past the above date that the Notice to Proceed was not issued. ENGINEER agrees that said time extension shall be full accord and satisfaction for any and all expenses and damages ENGINEER may experience resulting from the delay.

5.1.2 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project. Said person as well or other key personnel are listed in "Attachment C".

5.1.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

5.1.4 Furnish to ENGINEER, as required by ENGINEER for performance of its services, data prepared by or services of others.

5.1.5 Monitor all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER.

5.1.6 Pay cost for advertising and obtaining formal bids or proposals from contractor.

5.1.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for

what purpose any contractor has used the monies paid to it under the construction contract.

- 5.1.8 Subject to the provisions of Section 4.11, and to the extent that persons providing report, data and other information to OWNER which OWNER furnishes to ENGINEER under this Article are responsible for their accuracy and completeness, OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all said reports, data and other information.
- 5.1.9 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 5.1.10 Attend the pre-bid conference, bid opening and preconstruction conferences.

ARTICLE 6 **COMPLETION SCHEDULE**

- 6.1 The proposed schedule for the completion of the Project is presented in “Attachment D” and is made a part hereof.
- 6.2 ENGINEER shall adhere to all time limits stated in this Agreement or included in any accepted time schedule. All such time limits shall be of the essence to this Agreement.
- 6.3 In all events the various stages and phases of ENGINEER’S services are to be completed in such sequence and at such times, and with approved or agreed upon time limits, as may be required to assure the timely, continuous, efficient and diligent prosecution of the work and services provided for by this Agreement.
- 6.4 OWNER may at any time, by written order, make changes within the general scope of the Agreement in the services of work to be performed. If ENGINEER believes that such a change justifies an increase in ENGINEER’S contract time or contract price required to perform the series under this Agreement it must assert such claim in writing within thirty (30) days of receipt of OWNER’S written order giving rise to the claim. No claim for adjustment in the contract time or contract price will be valid if not submitted in accordance with this paragraph. No services for which ENGINEER will charge additional compensation shall be furnished without the written authorization of OWNER.
- 6.5 ENGINEER shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as ENGINEER and OWNER may otherwise agree in writing.
- 6.6 If the commencement, prosecution or completion of the services under this Agreement, or of the construction of the Project is delayed by any act, omission, delay, neglect or default of ENGINEER, or anyone employed by ENGINEER, or by any damage or acts caused by the negligent acts or omission by ENGINEER, then ENGINEER shall be liable

to OWNER for any and all costs, assessments, expense, liabilities or damages caused thereby, in accordance with Section 4.8.

- 6.7 ENGINEER shall not be responsible for any time delays in the Project, or in the performance of services under this Agreement, to the extent such delays are caused solely by any act, omission, neglect or default of OWNER or anyone employed by OWNER, or by the unreasonable delay of any review agency or utility, or for any delay or damage caused by fire or the combined action of workers and which are in no way chargeable, in whole or in part, to ENGINEER, or by any other conditions or circumstances beyond the control of ENGINEER, its employee, agent, or other persons for whose acts or omissions ENGINEER is responsible. In the event of such delay, ENGINEER shall be entitled to an adjustment in the schedules or agreed time limitations for the performance of services, and this Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment under this cause must be asserted in writing within thirty (30) days from the date of the occurrence of the event giving rise to the claim, unless OWNER grants a further period of time before the date of final payment to ENGINEER. The adjustment of time for the performance of services, as provided in this paragraph, shall be ENGINEER's sole exclusive right, entitlement and remedy in the event of such delays, and ENGINEER shall have no claim against OWNER for adjustment for increase in costs of performance, or other damages occurred in connection therewith.

ARTICLE 7 **INSURANCE**

- 7.1 ENGINEER shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and OWNER from the claims set forth below which may arise out of or result from ENGINEER'S operations under this Agreement, whether such operations be by ENGINEER 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.

ENGINEER'S commercial general liability insurance shall also provide coverage for the following:

- 1) Contractual liability insurance as applicable to any hold-harmless agreements in the contract;
- 2) Products and completed operations;

- 3) Fellow employee Claims under personal injury;
- 4) Broadform liability;
- 5) Independent Contractors.

ENGINEER'S insurance shall not be less than the amounts shown below:

A.	Worker's Compensation & Disability	Statutory
B.	Employer's Liability	
	Bodily Injury Accident	\$100,000 Each accident
	Bodily Injury by Disease	\$500,000 Policy limit
	Bodily Injury by Disease	\$1,000,000 Each employee
C.	Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products completed operations.	
	General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Damage to Rented Premises	\$100,000 each occurrence
	Medical Expense Limit	\$5,000
D.	Comprehensive Auto Liability	\$1,000,000

	(single Limit) (owned, hired & non-owned) Bodily injury & property damage	\$1,000,000 Each accident
E.	Umbrella Excess Liability	\$1,000,000 Each occurrence And aggregate
F.	Professional Liability	\$1,000,000 per claim And aggregate

- 7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.
- 7.2.2 Professional liability policies may be either claims made or per occurrence.
- 7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.
- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.
- 7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.

- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

ARTICLE 8

COMPENSATION TO ENGINEER

- 8.1 For the services described in this Agreement or in “Attachment A”, OWNER agrees to pay ENGINEER as per the provisions of “Attachment E”, unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER’S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.
- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER’S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.

- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

ARTICLE 9
TERMINATION BY OWNER

- 9.1 If ENGINEER becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, ENGINEER shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that ENGINEER shall be given; (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of OWNERS'S intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to ENGINEER upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of ENGINEER'S default.
- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER'S convenience; provided that ENGINEER is given: (1) not less than TEN (10) calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, ENGINEER'S compensation shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.
- 9.3 Upon receipt of a termination action for default of for the OWNER'S convenience, ENGINEER shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 9.4 If, after termination for ENGINEER'S default, it is determined that ENGINEER was not in default, the termination shall be deemed to have been effected for the convenience of OWNER.

9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by OWNER are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then OWNER shall have the right to terminate this Agreement without written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. OWNER agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10

TERMINATION BY ENGINEER

10.1 If OWNER fails to pay ENGINEER, within one hundred twenty (120) days after payment is due, ENGINEER may, after having given fifteen (15) days written notice, and if OWNER has not made payment, terminate this Agreement. In the event of such termination, OWNER shall compensate ENGINEER in accordance with the provisions of Sections 8.6 and 9.2 of this Agreement.

10.2 If OWNER requests ENGINEER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed designed professional, ENGINEER shall notify Director of OWNER of this request within three (3) days of the request being made. If Director renews request and request actually requires ENGINEER to act contrary to ENGINEER'S responsibilities as a license design professional, ENGINEER may terminate this Agreement upon seven (7) days written notice to OWNER. In the event of such termination, OWNER shall compensate ENGINEER in accordance with the provisions of Section 9.2 of this Agreement.

10.3 If ENGINEER loses the services of key personnel essential to the prosecution of this Agreement ENGINEER has the following options:

- a. With the consent of OWNER, substitute other personnel. OWNER may not unreasonably withhold consent.
- b. Terminate the Agreement.

However, if ENGINEER terminates the Agreement, OWNER may complete PROJECT in any manner deemed appropriate. ENGINEER shall be liable to OWNER for the difference between the cost of completing the PROJECT after termination and the contract price together with any incidental and consequential damages, but less expenses saved in consequence of ENGINEER'S termination.

ARTICLE 11

SUCCESSORS AND ASSIGNS

- 11.1 OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to the promises, representations, acknowledgements, covenants and responsibilities contained in this Agreement.
- 11.2 Except as otherwise provided herein, ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of OWNER.
- 11.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

ARTICLE 12

RECORDS; AUDIT

ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. ENGINEER shall also maintain the financial information and data used by ENGINEER in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any persons so designated by a granting agency shall, until the expiration of three (3) years after final payment under this agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of ENGINEER involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide ENGINEER with seventy-two (72) hours written notice. ENGINEER agrees to incorporate this provision into any subagreements executed by ENGINEER with others for work or services related to this PROJECT. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

ARTICLE 13

OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, are the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services or upon termination of this Agreement. With respect thereto, ENGINEER shall not assert or establish any right or claim under the design patent or copyright law. ENGINEER agrees that work done under this Agreement constitutes "work for hire" under copyright law, and OWNER shall retain the right to any design patent or copyright and may use any and all materials prepared by ENGINEER without reservation. In the event that any deliverables developed during this project are deemed not to be "works for hire" under copyright law, ENGINEER agrees, at no additional cost, to assign all right, title and interest, including copyright in and to such deliverables, to

OWNER. The OWNER will not change or reuse any document for any project or purpose other than as described in the agreement without the written consent of the ENGINEER. However, the ENGINEER expressly acknowledges that the OWNER is a public agency and is subject to public access, disclosure and distribution laws, regulations and policies. ENGINEER acknowledges that OWNER will not treat this Agreement as confidential information. Use by the public of any document or the information contained therein, shall not be considered an act of the OWNER.

ARTICLE 14
NOTICES

When written notice is required by this Agreement it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by Unites States first-class mail to ENGINEER at its business address, or to OWNER or OWNER'S representative, or by personally delivering such notice to the party to be in receipt thereof.

ARTICLE 15
NONDISCLOSURE

Unless required by law, ENGINEER shall not divulge information concerning this Project to anyone, unless prior written approval is received from OWNER, and shall obtain similar agreements from persons and firms employed by it. OWNER reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

ARTICLE 16
OTHER CONSULTANTS

OWNER reserves the right to employ other engineers, architects and consultants in connection with the work or Project.

ARTICLE 17
REDUCTION FOR DEFECTIVE PRICING DATA

If OWNER determines that nay price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased because ENGINEER or any subcontractor furnished incomplete or inaccurate cost or pricing data or date not current as certified or represented in any submittal to OWNER or funding agencies, then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

ARTICLE 18
NON-CONTINGENT FEES

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this

warranty, OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 19
CHOICE OF FORUM

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance, Regulations, or Codes of the City of Fishers, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

ARTICLE 20
NON-DISCRIMINATION

- 20.1 ENGINEER and subcontractor shall not discriminate against any employees or applicant for employment, to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, or disability. Breach of this covenant may be regarded as a material breach of the Agreement.
- 20.2 ENGINEER represents for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding the prohibition of discrimination in employment practices on the basis of race, sex, creed, color religion, national origin, ancestry, age, handicap, disabled veteran status.

ARTICLE 21
APPLICABLE LAWS

Subject to the provisions of the following paragraph, ENGINEER agrees to conform to all federal, state, and local laws, rules and regulations applicable to ENGINEER in performing work pursuant to this Agreement in force at the time of design, including, but not limited to, those relating to discrimination in employment, conflicts of interest, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and all Municipal Ordinances, Resolutions, and Codes of the City of Fishers.

Compliance with any state or federal statute or local ordinance enacted or regulations promulgated thereunder after the effective date of this Agreement for which notice had been published prior to the execution by ENGINEER of this Agreement which affect the services of ENGINEER shall be the responsibility of ENGINEER without entitling ENGINEER to an increase in either time of performance or in contract price.

ARTICLE 22
AMENDMENTS.

This Agreement may be amended only by written instrument and signed by both OWNER and ENGINEER.

ARTICLE 23
SEVERABILITY

In the event any provision of this Agreement is determined by a court of jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

ARTICLE 24
CONFLICT OF INTEREST

ENGINEER certifies and warrants to OWNER that neither it, nor its agents, representatives or employees who will participate in any way in the performance of ENGINEER'S obligation hereunder has, or will have during the Project, any conflict of interest relative to the Project, direct or indirect, with OWNER. ENGINEER shall immediately notify OWNER if a conflict of interest should arise during the Project. Upon being so notified OWNER may either:

- a. Waive the conflict
- b. Terminate the Agreement according to Section 9.1

ARTICLE 25
REQUIRED DOCUMENTATION

- 25.1 ENGINEER shall furnish OWNER any documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Fishers, other units of local government, the State of Indiana, and the United States.
- 25.2 ENGINEER further represents that it is not and shall remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization or certification in force during the term of this Agreement, to perform the services described in "Attachment A" and in this Agreement.

ARTICLE 26
INDEPENDENT CONTRACTOR STATUS

ENGINEER expressly understands and agrees that it is an independent contractor and that it is not an employee of the OWNER, and the OWNER is not to provide Worker's Compensation, health or accident insurance coverage or indemnification agreement of any kind which would cover ENGINEER or its employees, if any, in and under the terms of this Agreement.

ARTICLE 27
WAIVER

OWNER'S delay or inaction in pursuing its remedies set forth in this Agreement or available by law, shall not operate as a waiver of any of OWNER'S rights or remedies

ARTICLE 28
USE OF IMAGIS DATA

OWNER hereby grants to ENGINEER a nonexclusive, nontransferable license to that portion of the IMAGIS database delivered to ENGINEER (the "Delivered Materials") under the terms of this Agreement, subject to the following terms and conditions: ENGINEER shall have the right to copy the Delivered Materials in digital form into computer memory or onto computer storage devices and to prepare from them derivative works in digital form for the sole purpose of performing services under this Agreement. All Delivered Materials are provided "as-is" without warranty of any kind. ENGINEER'S licensee shall terminate upon completion of the series under this Agreement.

ARTICLE 29
ALLOCATION OF RISK

ENGINEER agrees to indemnify and hold harmless the City of Fishers, and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgment and liens only to the extent they arise out of any negligent act or omission by ENGINEER or any of its officers, partners, agents, employees or subcontractors regardless of whether or not they are caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 30
TAXES

OWNER is exempt from state, federal and local taxes. OWNER will not be responsible for any taxes levied on ENGINEER as a result of this Agreement.

ARTICLE 31
RESTRICTIONS ON LOBBYING

If federal funds are to be used in connection with this Agreement, ENGINEER certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that ENGINEER has complied with SECTION 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence of an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. ENGINEER also certifies by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ARTICLE 32

MAINTAINING A DRUG-FREE WORKPLACE

- 32.1 ENGINEER hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to OWNER within ten (10) days after receiving actual notice that an employee of ENGINEER has been convicted of a criminal drug violation occurring in ENGINEER'S workplace.
- 32.2 In addition to the provisions of Section 32.1 above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, ENGINEER hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by ENGINEER in conjunction with this Agreement.
- 32.3 It is further expressly agreed that the failure of ENGINEER to in good faith comply with the terms of Section 32.1 above, or falsifying or otherwise violating the terms of this certification reference in Section 32.2 above, shall constitute a material breach of this Agreement, and shall entitle OWNER to impose sanctions against ENGINEER including, but not limited to, suspension of contract payments, termination of this

Agreement and/or debarment of ENGINEER from doing further business with OWNER for up to three (3) years.

ARTICLE 33
DISPUTE RESOLUTION

Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive officers, the parties shall submit the dispute to mediation. Suit, if any, shall be brought in the State of Indiana, Hamilton County. Owner and Engineer, to the extent provided by law, waive their right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional.

ARTICLE 34
TERM OF AGREEMENT

This Agreement shall become effective upon completion of the following:

1. Delivery to OWNER and acceptance by OWNER, of the document required in Subection 7.4, and
2. Latest date of execution by and required signatories

and shall expire upon the successful completion and final acceptance of ENGINEER'S services, as set forth in this Agreement or "Attachment A", and OWNER'S payment therefore. In computing any period of time prescribed by this Agreement, the date of any notice to proceed shall not be included in such computation. The last day of any period of time prescribed in this agreement shall be included unless it is a Saturday, Sunday or legal holiday as established by ordinance of the Town of Fishers Council. In such cases, the period of time shall run until the end of business hours of OWNER on the next day that is not a Saturday Sunday, or a legal holiday as established by ordinance.

ARTICLE 35
NOTICE TO PROCEED

ENGINEER shall not begin work pursuant to this Agreement until it receives a Notice to Proceed from OWNER.

ARTICLE 36
INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and amount the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contracts or agreement regarding any of the services to be provided herein, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contracts or agreements

exist, such are hereby cancelled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing an incorporated in written amendments to this Agreement.

ARTICLE 37
DEBAREMENT AND SUSPENSION

ENGINEER certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the ENGINEER.

ENGINEER shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

ENGINEER shall provide immediate written notice to OWNER if, at any time after entering into this Agreement, ENGINEER learns that its certification was erroneous when submitted, or ENGINEER is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

Licensor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in I.C. 5-22-16.5.

ARTICLE 38
E-VERIFY PROGRAM

Pursuant to I.C. 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program (“Program”). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- A. ENGINEER and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its subcontractor subsequently learns is an unauthorized alien. If ENGINEER violates this Article, OWNER shall require ENGINEER to remedy the violation not later than thirty (30) days after OWNER notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the

contract for breach of contract. If OWNER terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.

- B. If ENGINEER employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.
- C. ENGINEER shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each subcontractor throughout the duration of the contract. If ENGINEER determines that a subcontractor is in violation of this Article, ENGINEER may terminate its contract with the subcontractor for such violation.
- D. Pursuant to I.C. 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming ENGINEER's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with OWNER.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date as follows:

ENGINEER

OWNER

By: 

By: _____

Printed: David McDougall

Scott Fadness, Mayor

Title: Senior Vice President

ATTACHMENT A

SERVICES BY ENGINEER

The ENGINEER shall provide services as noted below:

The City of Fishers Engineering Department (OWNER) has requested a professional services agreement to complete Transportation Technical services on an as-needed, on-call basis to support a feasibility study of the proposed Marathon Pipeline Trail. This attachment describes the scope of services that is necessary to support this feasibility study. The prescribed services will be carried out as a team approach between the OWNER and the ENGINEER coordinating closely with OWNERS staff. This scope has been developed to effectively assist the OWNER to carry out the essential needs of the feasibility study.

HNTB Corporation (CONSULTANT), is the prime consultant to the OWNER for these services. HNTB Corporation provides a professional services team available to support the City in completion of the services identified in this scope of work.

All services associated with this work shall be completed in coordination with and under the direction of the OWNER's Engineering Department Director and will collaborate directly with the City's staff for completion of this study.

A more detailed discussion of the CONSULTANT's proposed services is described in the following specific sections:

As-Needed Engineering Services

Objective

During the completion of this contract, the CONSULTANT will be asked to perform currently unidentified as-needed engineering services to support completion of the feasibility study. The CONSULTANT will perform these assignments as identified by the OWNER.

Activity

Tasks assigned under this section will have a separate scope and fee justification to be approved by the OWNER such that the parties agree upon the scope of work, the anticipated costs, the assignment deliverables, and the anticipated schedule. Types of assignments could include, but are not limited to:

- General task management and coordination
- Conceptual trail alignment
- Conceptual road design
- Lidar data collection
- Estimated length of bridges
- Identification of preferred roadway crossing treatments
- Trail aesthetic and amenity requirement development for future design projects
- Identification of trail head locations and/or trail spurs

- Opinions of probable cost
- Red Flag Investigations
- Identification of environmental and cultural impacts resulting from trail construction
- Identification of right of way impacts based on GIS data
- Regulated drain coordination, identification of impacts and mitigation requirements.
- Construction in a Floodway Permit (CIF) or a “No-Rise” certification needs identification
- Utility impact identification
- Alternatives analysis of trail alignment alternatives
- Public involvement meetings and/or materials to support meetings
- Compiling and addressing public comments
- Social media content development
- Coordination with the following:
 - Stakeholders
 - Marathon
 - Various City Departments
 - Hamilton County
 - INDOT
- Field reviews as needed to support the tasks listed above
- Memorandums to document the decision-making process
- Grant application support

ATTACHMENT B

KEY STAFF AND SUBCONTRACTORS OF ENGINEER

ENGINEER shall include all subcontractors on “Attachment B”. ENGINEER may not remove or otherwise substitute subcontractors indicated on “Attachment B” without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

ENGINEER:

ATTACHMENT C

KEY STAFF OF OWNER

City of Fishers
1 Municipal Drive
Fishers, Indiana 46038

ATTACHMENT D

SCHEDULE

Work assignments under this contract are anticipated to cover the time period from January 1, 2026, to December 31, 2026—approximately one year. The contract can be extended at the discretion of the OWNER for additional work periods.

ATTACHMENT E

COMPENSATION TO ENGINEER

The contract will be an hourly, Not-to-Exceed amount of \$100,000 that is task order based assignment.

The work under this contract will be completed at a hourly rate to be paid by classification type for the work performed, with an identified not-to-exceed overall contract amount. Hourly classification rates are identified within this packet of information. INDOT mileage rate (currently \$0.49/mile) will apply for any travel associated with this work.

It is currently assumed that the initial contract amount will provide budget to perform the scope of work contained herein. Individual fee estimates will be provided by HNTB for all tasks assigned under the contract. Work will begin after receiving written approval from the OWNER for the negotiated task fee.

HNTB Project 93091
Fishers Marathon Trail Study
HNTB Rates

CONTRACT RATES			
	Year 1	Year 2	Year 3
Classification	Thru 12/31/25	Thru 12/31/26	Thru 12/31/27
	Billing Rates	Billing Rates	Billing Rates
Administrator	\$ 115.82	\$ 119.29	\$ 122.87
Analyst	\$ 185.95	\$ 191.53	\$ 197.27
Construction Field Specialist	\$ 205.67	\$ 211.84	\$ 218.19
Construction Manager	\$ 238.19	\$ 245.33	\$ 252.69
Construction Rep I	\$ 106.60	\$ 109.80	\$ 113.10
Construction Rep II	\$ 119.06	\$ 122.63	\$ 126.31
Construction Rep III	\$ 136.65	\$ 140.75	\$ 144.97
Department Manager	\$ 281.49	\$ 289.93	\$ 298.63
Designer/Developer	\$ 136.85	\$ 140.96	\$ 145.19
Digital Media Specialist	\$ 107.42	\$ 110.64	\$ 113.96
Digital Solutions Technologist	\$ 238.38	\$ 245.53	\$ 252.90
Document Controls Specialist	\$ 130.08	\$ 133.98	\$ 138.00
Engineer I	\$ 118.01	\$ 121.55	\$ 125.19
Engineer II	\$ 136.73	\$ 140.83	\$ 145.05
Engineer III	\$ 154.29	\$ 158.92	\$ 163.68
Estimator I	\$ 111.36	\$ 114.70	\$ 118.14
Estimator II	\$ 119.02	\$ 122.59	\$ 126.26
Estimator III	\$ 167.27	\$ 172.29	\$ 177.46
Field Engineer I	\$ 108.40	\$ 111.65	\$ 115.00
Field Engineer II	\$ 131.38	\$ 135.32	\$ 139.38
Field Engineer III	\$ 144.30	\$ 148.63	\$ 153.09
Finance Manager	\$ 253.58	\$ 261.18	\$ 269.02
General Clerk	\$ 61.36	\$ 63.20	\$ 65.10
GIS Analyst	\$ 149.87	\$ 154.37	\$ 159.00
Group Director	\$ 345.06	\$ 355.41	\$ 366.07
Inspector I	\$ 86.49	\$ 89.09	\$ 91.76
Inspector II	\$ 104.84	\$ 107.99	\$ 111.23
Inspector III	\$ 121.78	\$ 125.43	\$ 129.19
Intern	\$ 79.60	\$ 81.99	\$ 84.45
National Practice	\$ 405.54	\$ 417.70	\$ 430.23
Office Engineer	\$ 186.64	\$ 192.24	\$ 198.01
Office Leader	\$ 567.70	\$ 584.74	\$ 602.28
Office Technician	\$ 77.95	\$ 80.29	\$ 82.70
Planner I	\$ 109.69	\$ 112.98	\$ 116.37
Planner II	\$ 129.22	\$ 133.10	\$ 137.09
Planner III	\$ 137.58	\$ 141.70	\$ 145.95
Planner IV	\$ 156.91	\$ 161.62	\$ 166.47
Planner V	\$ 177.35	\$ 182.67	\$ 188.15
Practice Consultant	\$ 321.17	\$ 330.80	\$ 340.72
Principal	\$ 284.28	\$ 292.81	\$ 301.59
Program Manager	\$ 360.28	\$ 371.09	\$ 382.22
Project Analyst I	\$ 118.55	\$ 122.11	\$ 125.77
Project Analyst II	\$ 143.96	\$ 148.27	\$ 152.72
Project Analyst III	\$ 154.51	\$ 159.15	\$ 163.92

Project Controls Specialist I	\$	156.83	\$	161.54	\$	166.38
Project Controls Specialist II	\$	184.44	\$	189.97	\$	195.67
Project Coordinator	\$	100.17	\$	103.17	\$	106.27
Project Director	\$	378.78	\$	390.15	\$	401.85
Project Engineer	\$	175.38	\$	180.64	\$	186.06
Project Finance Associate I	\$	80.60	\$	83.01	\$	85.51
Project Finance Associate II	\$	97.95	\$	100.89	\$	103.92
Project Finance Associate III	\$	106.72	\$	109.92	\$	113.22
Project Manager I	\$	211.82	\$	218.17	\$	224.72
Project Manager II	\$	257.88	\$	265.61	\$	273.58
Project Surveyor	\$	176.32	\$	181.61	\$	187.06
Public Engagement & Communications Manager	\$	197.47	\$	203.39	\$	209.50
Public Engagement & Communications Specialist I	\$	107.18	\$	110.40	\$	113.71
Public Engagement & Communications Specialist II	\$	119.39	\$	122.97	\$	126.66
Real Estate Acquisition Rep	\$	119.79	\$	123.38	\$	127.08
Resident Engineer	\$	224.63	\$	231.37	\$	238.31
ROW Agent	\$	135.95	\$	140.03	\$	144.23
Section Manager	\$	249.96	\$	257.45	\$	265.18
Sr Construction Rep	\$	185.14	\$	190.69	\$	196.41
Sr Designer/Developer	\$	199.00	\$	204.97	\$	211.12
Sr Doc Controls Specialist	\$	166.34	\$	171.33	\$	176.47
Sr Estimator	\$	222.02	\$	228.68	\$	235.55
Sr Field Engineer	\$	157.99	\$	162.73	\$	167.61
Sr Inspector	\$	146.13	\$	150.51	\$	155.03
Sr Planner	\$	219.12	\$	225.70	\$	232.47
Sr Project Analyst	\$	190.94	\$	196.66	\$	202.56
Sr Project Controls Specialist	\$	270.05	\$	278.15	\$	286.49
Sr Project Engineer	\$	203.84	\$	209.96	\$	216.25
Sr Project Manager	\$	296.77	\$	305.68	\$	314.85
Sr Project Surveyor	\$	200.68	\$	206.70	\$	212.90
Sr Public Engagement & Communications Specialist	\$	139.20	\$	143.38	\$	147.68
Sr Resident Engineer	\$	264.25	\$	272.18	\$	280.34
Sr Scheduler	\$	211.12	\$	217.45	\$	223.98
Sr Surveyor	\$	125.60	\$	129.37	\$	133.25
Sr Technical Advisor	\$	278.76	\$	287.12	\$	295.74
Sr Technician	\$	157.16	\$	161.88	\$	166.73
Surveyor I	\$	78.30	\$	80.65	\$	83.07
Surveyor II	\$	95.15	\$	98.00	\$	100.94
Team Leader	\$	183.11	\$	188.60	\$	194.26
Team Leader - Inspection	\$	158.37	\$	163.12	\$	168.02
Technical Advisor	\$	246.52	\$	253.91	\$	261.53
Technician I	\$	86.54	\$	89.13	\$	91.81
Technician II	\$	102.54	\$	105.62	\$	108.79
Technician III	\$	121.26	\$	124.90	\$	128.64
Technician Specialist	\$	190.76	\$	196.48	\$	202.38
Toll Technology Analyst	\$	163.71	\$	168.63	\$	173.68
Toll Technology Consultant	\$	272.64	\$	280.82	\$	289.24
Utility Coordinator I	\$	97.25	\$	100.17	\$	103.18
Utility Coordinator II	\$	134.33	\$	138.36	\$	142.51
VDC Specialist	\$	164.47	\$	169.40	\$	174.49

E-Verify Affidavit

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

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

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important – Notary Signature Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

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

My commission expires: _____

(Signed): _____

Residing in _____

County, State of _____



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. R121925J

**A RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC
WORKS & SAFETY APPROVING A FEDERAL FUNDS EXCHANGE GRANT
AGREEMENT WITH THE INDIANAPOLIS METROPOLITAN PLANNING
ORGANIZATION
(OLIO AND SOUTHEASTERN ROUNDABOUT)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to construct a roundabout at the intersection of Olio and Southeastern (“Project”);

WHEREAS, the City applied for and was recently awarded a grant from the Indianapolis Metropolitan Planning Organization (IMPO) for the Project; and

WHEREAS, the City and the IMPO desire to enter into a Grant Agreement (“Agreement”), attached hereto and incorporated herein as Exhibit A, in which the IMPO will award the City \$2,951,438 towards the Project, which is set to begin spring 2026.

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

- Section 1.** The Board hereby approves the Agreement attached hereto as Exhibit A, incorporated herein.
- 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 this 19th day of December 2025.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____



This instrument prepared by: Lindsey M Bennet, 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

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - LOCAL PUBLIC
AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT AGREEMENT FOR
OLIO RD & SOUTHEASTERN PKWY ROUNDABOUT DES #1901668**

Contract #00000270

This Grant Agreement (hereinafter “Agreement”), entered into by and between the Indianapolis Metropolitan Planning Organization (the “IMPO”) and City of Fishers, a Local Public Agency in good standing with the IMPO, (the “LPA”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funding Source.

The purpose of this Agreement is to enable the IMPO to award \$2,951,438 (the “Grant”), representing the IMPO’s portion of 90% the eligible Construction and/or Construction Engineering costs of the project (the “Project”) described in Attachment A of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder in accordance with the Programmatic Federal Funds Exchange Agreement dated August 28, 2020 as amended. The funds received by the LPA pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

RECITALS

WHEREAS, LPA has applied to IMPO for the Project described in Attachment A; and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Agreement; and

WHEREAS, the IMPO agrees to make the funding available that would otherwise be available for this and other projects for the LPA’s use subject to all of the conditions of this Agreement; and

WHEREAS, IMPO and the LPA (hereinafter collectively “the PARTIES”) desire to contract on certain project description, scheduling, and funding allocation; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of Central Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-6, 8-23-4-7, 36-1-4-7, 36-1-7-3, and 36-9-42.2; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all State and Federal requirements and fiscally manage the Project.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the PARTIES agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

UNDERSTANDINGS

2. Representations and Warranties of the LPA.

A. The LPA expressly represents and warrants to the IMPO that it is statutorily eligible to receive these Grant funds and that the information set forth in its IMPO Call For Projects (CFP) Application is true, complete and accurate. The LPA expressly agrees that it will be solely responsible for the costs of the Project should it be determined either that it was ineligible to receive the funds, it made any material misrepresentation on its CFP application, or the Federal Exchange Program is terminated or substantially modified such that the IMPO is unable to secure the funds necessary to reimburse the LPA for the advanced construction project.

The LPA certifies that it is a current dues paying member of the IMPO in good standing and further agrees to continue paying IMPO dues up to and including two years post IMPO closeout of the project described in Attachment A attached to and made an integral part of this agreement. The LPA expressly agrees to promptly repay all funds paid to it under this Agreement should it stop dues payments to the IMPO, and the LPA will be required to repay the IMPO the full Federal Funds Exchange (FFE) portion of the project as described in Attachment A of this Agreement per the Repayment clause in Section 8(D).

C. In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Agreement, the PARTIES understand that:

1. The LPA will prepare or cause to be prepared all required environmental document(s) or studies for each project in accordance with all pertinent state and federal laws, regulations, policies and guidance.
2. The LPA shall ensure that all contracts or procurements for work on all projects funded under the Agreement comply with all applicable state and local public purchasing laws and competitive bidding requirements (in accordance with I.C. 36-9-42.2-10. Further, in accordance with I.C. 36-9-42.2-5(6) and (7), professional services must be performed by an entity that is prequalified by INDOT, and award of all contracts for professional services that are paid with grant funds must be made on the basis of competence and qualifications. Reasonable compensation for such contracts must be negotiated by the LPA following selection of project contractor.
3. The LPA shall complete all right-of-way acquisition, utility coordination, railroad coordination, and acquire the necessary permit(s) in accordance with applicable law.
4. The LPA shall let and award construction contracts for all projects funded under this Agreement according to any applicable laws and rules.
5. The LPA shall provide competent and adequate engineering, testing, and inspection services to ensure the performance of work on each project funded under this Agreement is in

accordance with the construction contract, plans and specifications and any special provisions or approved change orders.

6. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the Federal Funds Exchange (FFE) funds allocated to the projects funded under this Agreement.
7. The LPA shall certify that it has verified the suspension and debarment status for all contractors and sub-contractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor or subcontractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor or sub-contractor for work to be performed under this Agreement.
8. The LPA shall agree to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
 - (a) of the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant this contract. Provided, however, that the LPA's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of Indianapolis

Metropolitan Planning Organization, its Board of Directors, agents, officers, or employees or the sole negligence or willful misconduct of the State of Indiana or INDOT.

D. The LPA has committed matching funds from any available revenue source, except as otherwise provided by law, in the amount equal to whatever matching funds would have been required under federal law for the federal funding type for which an individual project would have been eligible, to accomplish the required match of I.C. 36-9-42.2-5(4) as specified in Attachment A.

3. Implementation of and Reporting on the Project.

The LPA shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its CFP Application, which is on file with the IMPO and is incorporated by reference. Substantial modification of the Project shall require prior written approval of the IMPO.

4. Term.

This Agreement commences on the date approved by the IMPO, and shall remain in effect for three (3) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with IMPO Procedures.

5. Funding.

The LPA agrees to the following:

- A. It may use the IMPO funds only for eligible expenses per the IMPO Federal Funds Exchange Program Guidance related to the Project described in Attachment A;
- B. If it uses the IMPO funds for any purpose other than as described in Attachment A, the LPA
 - i. must immediately repay all grant funds provided to the IMPO; and
 - ii. may not participate in the Call for Projects during the succeeding calendar year.
-
- C. Disbursement of grant funds will not be made until the LPA's submission of an accepted/awarded Project Material Bid and submission of the Notification of Contractor Award and Request for IMPO Federal Exchange Funds form.
- D. The IMPO's participation in the Project is strictly limited to the grant funds awarded herein. The LPA understands and agrees that the IMPO is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind. ‘

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IMPO agrees to provide such advance payment, advance payment shall be made only upon submission of a proper accepted bid/award, contract, claim setting out the intended purposes of those funds. After such funds have been expended, LPA shall provide IMPO with a reconciliation of those expenditures. All payments will be by direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Executive Director of the IMPO.

B. The IMPO may require evidence furnished by the LPA that substantial progress has been made toward completion of the Project prior to making the payment under this Agreement. All payments are subject to the IMPO's determination that the LPA's performance to date conforms with the Project as approved, notwithstanding any other provision of this Agreement.

C. Project costs greater than the total of the IMPO's grant and the LPA's match shall be borne by the LPA. In the interest of clarity and to avoid misunderstanding, the IMPO shall not pay the LPA for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Agreement.

7. Project Monitoring by the IMPO.

The IMPO or its authorized designees may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after close out of the project or is otherwise terminated. The LPA shall extend its full cooperation and give full access to the Project site and to relevant documentation to the IMPO or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the CFP Application, and the terms and conditions of this Agreement;
- B. that LPA is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the IMPO.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. Upon the request of the IMPO, the LPA shall be subject to an audit of funds paid through this Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after close-out by the IMPO or its authorized designee. Copies shall be furnished to the IMPO at no cost.

B. The LPA shall file the annual financial report identified in Ind. Code § 5-11-1-4 in accordance with the rules governing such reports as promulgated by the State Board of Accounts. All grant documentation shall be retained and made available to the IMPO if and when requested.

C. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the IMPO within sixty (60) days of completion of the Project. If for any reason, including overpayment of grant funds to the LPA, the LPA is required to repay to the IMPO the sum or sums of IMPO funds paid to the LPA under the terms of this Agreement, then the LPA shall repay to the IMPO such sum or sums within sixty (60) days after project closeout. Payment for any and all costs incurred by the LPA which are not eligible for IMPO funding shall be the sole obligation of the LPA.

D. If for any reason the IMPO finds noncompliance and requires a repayment of IMPO funds previously paid to the LPA, the LPA is required to submit such sum or sums within sixty (60) days after receipt of a billing from the IMPO. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, the IMPO may take further action including but not limited to barring future participation in the program.

9. Compliance with Laws.

A. The LPA shall comply with all applicable federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the IMPO and the LPA to determine whether the provisions of this Agreement require formal modification.

B. The LPA certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of permit fees or other statutory, regulatory or judicially required payments to the State. The LPA agrees that any payments currently due to the IMPO may be withheld from payments due to the LPA. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the LPA is current in its payments and has submitted proof of such payment to the IMPO.

D. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or any of the State of Indiana's political subdivisions and agrees that it will immediately notify the IMPO of any such actions. During the term of such actions, the LPA agrees that the IMPO may suspend funding for the Project. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the IMPO, and the IMPO decides to suspend funding to the LPA, the LPA may submit, in writing, a request for arbitration. Arbitration shall be conducted by the American Arbitration Association using its Commercial Arbitration rules. A determination by the arbitrator shall be binding on the parties. Any disbursements that the IMPO may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The LPA warrants that the LPA and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work related to the Project. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of future grant opportunities with the IMPO.

10. Debarment and Suspension.

A. The LPA certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana.

B. The LPA certifies that it has verified the suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the IMPO within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA, or one of the LPA's contractors, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IMPO for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IMPO within fourteen (14) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, IMPO or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the LPA hereby swears or affirms under the penalties of perjury that:

- A. The LPA has enrolled and is participating in the E-Verify program;
- B. The LPA has provided documentation to the IMPO that it has enrolled and is participating in the E-Verify program;
- C. The LPA does not knowingly employ an unauthorized alien.
- D. The LPA shall require its contractors who perform work under this Agreement to certify to LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IMPO may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the IMPO.

13. Funding Cancellation.

When the Executive Director of the IMPO makes a written determination that funds are not appropriated, will not be appropriated, or otherwise available to support continuation of performance of this Agreement, it shall be canceled as concerns any payments due after the date of non appropriation. However, any funding provided prior to the date of such lack of appropriation shall remain in place and shall not be canceled. The IMPO represents and warrants that the Executive Director shall take all reasonable and appropriate steps to make funding available for this Agreement, and shall not unreasonably determine that no funds are available or otherwise determine that funds are not appropriated. A determination by the Executive Director of the IMPO that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

15. Status of Claims.

The LPA shall be responsible for keeping IMPO currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Agreement. The LPA shall send notice of claims related to work under this Agreement to:

Principal Planner II
Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
Email: kristyn.sanchez@indympo.gov

16. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the federal or state courts located within the State of Indiana.

17. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance

Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

18. Insurance.

Except for self-insured governmental entities as acknowledged by the IMPO, the LPA shall maintain insurance with coverages and in such amount as may be required by the IMPO, and the IMPO shall be named as an additional insured on all projects covered by this Agreement.

19. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, sexual orientation, gender identity, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). Furthermore, LPA certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. The LPA shall agree with the Title VI Assurances listed in Attachment C.

20. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail and by first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization
Attention: Principal Planner Programming Section
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
E-mail: info@IndyMPO.org

With a copy to:

Principal Planner II
Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
Email: kristyn.sanchez@indympo.gov

- B. Notices to the IMPO regarding project management shall be sent to:

Principal Planner II
Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 2322
Indianapolis, IN 46204

Email: kristyn.sanchez@indympo.gov

C. Notices to the LPA shall be sent to:

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

As required by IC § 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the IMPO.

21. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, (2) this Agreement, (3) Exhibits prepared by the IMPO, (4) IMPO Call for Projects; (5) the CFP Application; and (6) Exhibits prepared by LPA. All of the foregoing are incorporated fully herein by reference.

22. Public Record.

The LPA acknowledges that the IMPO will not treat this Agreement as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the IMPO.

23. Termination for Breach.

A. Failure to complete the Project and expend IMPO, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall (if so determined) entitle the IMPO to suspend grant payments, and to suspend the LPA's participation in IMPO grant programs until such time as all material breaches are cured to the IMPO's reasonable satisfaction.

B. The expenditure of IMPO funds other than in conformance with the Project or the Budget may be deemed a breach. The LPA explicitly covenants that it shall promptly repay to the IMPO all funds not spent in conformance with this Agreement or otherwise cure the breach to the reasonable satisfaction of the IMPO.

24. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. IMPO Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the IMPO's standard contract clauses in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that an IMPO officer, employee, or special IMPO appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

In Witness Whereof, the LPA and the IMPO have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Fishers

Indianapolis Metropolitan Planning Organization

By: _____

By: _____

Name and Title, Printed

Anna Gremling, Executive Director

(for)

Date: _____

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Local Public Agency: City of Fishers

IMPO Des. No.: 1901668

The IMPO Federal Funds Exchange maximum amount allocated to the Project is \$2,951,438

Program: Federal Funds Exchange

Project Type: Intersection Improvement

Location: Olio Rd & Southeastern Pkwy

A general scope/description of the Project is as follows:

Intersection improvement at roundabout to revise and improve lane utilization for increased traffic flow and better volume distribution in circulating lanes. The project will better inform motorists of the correct lane to be in approaching the roundabout in order to reduce low-severity rear-end and side-swipe crashes from key legs of the intersection.

**ATTACHMENT B
AWARD LETTER**



INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
 Planning the transportation future for the Indianapolis region

May 22, 2019

Jason Taylor, City of Fishers

Dear Jason,

This letter serves as notice that the State Fiscal Year (SFY) 2024 Call for Project Recommendations were approved by the IRTC Policy Committee at the May 22, 2019 meeting. The following project(s) have been adopted as part of the 2020-2023 IRTIP as illustrative projects.

LPA	PROJECT TITLE	PROJECT TYPE	FUND TYPE	FEDERAL COST	LOCAL COST	TOTAL COST
Fishers	116th & Allisonville Rd. Intersection	Intersection or Intersection Groups	HSIP	\$2,652,750	\$295,250	\$2,948,000
Fishers	126th & Southeastern Pkwy Roundabout	Intersection or Intersection Groups	CMAQ	\$2,232,000	\$558,000	\$2,790,000
Fishers	Olio Rd & Southeastern Pkwy Roundabout	Intersection or Intersection Groups	HSIP	\$2,951,438	\$327,937	\$3,279,375

Please immediately begin project development to ensure the project can go to letting on or before December 2023. Although, the February letting is the last letting the MPO will allow projects to let in any SFY, January and February should only be considered as emergency lettings. As a result, the MPO prefers that **your initial estimated letting date be within the first five months of SFY 2024.**

To best track project progress and funding, the MPO requires a quarterly progress report be submitted for each new project shown on the table above in MiTIP, the MPO’s online TIP database, **starting with the 4th Qtr. SFY 2019 report due July 21st.** Failure to submit a quarterly report in MiTIP will be noted and may result in federal funds being removed from the project and offered to other LPAs.

The MPO developed the following schedule as a guide to assist you in submitting your project’s first quarterly report. This schedule will be used in project tracking and as one source of information for the MPO to rank the success of each LPA’s project development process.

- Design begins – March 2020
- Environmental approval – December 2021
- RW clear* – February 2023
- Letting – on or before December 2023

**RW should be started as soon as possible to identify any parcels that may require condemnation. If a LPA is unwilling to pursue condemnation, the MPO should be notified as soon as this is known so that alternatives can be explored, including deleting the project and returning the funds to the MPO allocation.*



INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
Planning the transportation future for the Indianapolis region

The 2020-2023 IRTIP is available on the MPO's [Public MiTIP Website](#) and is the best source of current IRTIP information. Information regarding your projects, regardless of funding source, should be checked on a regular basis and MPO staff should be notified of any changes or corrections. Please do not hesitate to contact me (327-5403, steve.cunningham@indympo.org) or Kristyn Sanchez (327-5137, kristyn.sanchez@indympo.org) should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Cunningham', is written over a faint, light-colored rectangular stamp or watermark.

Principal Planner,
Indianapolis MPO

Attachment

ATTACHMENT C: TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by IMPO or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to IMPO, or the *Federal Highway Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, IMPO shall impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as IMPO or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request IMPO to enter into such litigation to protect the interests of IMPO, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

0141736.0740060 4859-7395-2869v4



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. R121925K

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY CONFIRMING THE CITY OF FISHERS ROAD
INVENTORY FOR THE INDIANA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), by and through its Board of Public Works and Safety (the “Board”), shall supervise the streets, alleys, sewers, public grounds, and other property of the City, pursuant to Ind. Code §36-9-6-2;

WHEREAS, pursuant to Ind. Code §36-9-6-3, the Board has custody of and maintains all real property of the City; and

WHEREAS, the Board now desires to adopt its annual inventory of public roads, as further described in Exhibit A, and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

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

- Section 1.** The Board hereby approves the City’s road inventory as described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

- Section 2.** This Resolution shall be published and delivered to the appropriate officials of the State of Indiana immediately upon its adoption in accordance with law.

- 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 19th day of December 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

EXHIBIT A
2025 City of Fishers INDOT Inventory Submittal
Mileage by Road - Additions

ROAD	DESCRIPTION	SUM OF LENGTH - FEET	SUM OF LENGTH - MILES	ORDINANCE #
E 126TH ST	126TH PROPERTY ANNEXATION	113.72345377	0.022	042125A
BREAKERS LN	ARBOR PINES LEGACY ANNEXATION	158.01680927	0.030	041717D
ATLANTIC RD	ATLANTIC RD LEGACY	1162.18158095	0.220	041706C
CROSSING PL	BARRETT LAW	628.06060348	0.119	Fishers 11 1206197I
FISHERS CROSSING DR	BARRETT LAW	1247.02833874	0.236	Fishers 11 1206197I
FISHERS LANDING DR	BARRETT LAW	2221.94848865	0.421	Fishers 11 1206197I
COLLINGSWOOD LN	COLLINGSWOOD PROPERTY ANNEXATION	150.66511213	0.029	081825A
COVEBROOK LN	COVE AT THORPE CREEK	899.56679352	0.170	092024C
CYNTHIANNE RD	COVE AT THORPE CREEK	252.12538492	0.048	092024C
GARDEN MIST PL	COVE AT THORPE CREEK	672.65728598	0.127	092024C
QUIET TRACE CT	COVE AT THORPE CREEK	432.26749625	0.082	092024C
SAGE CREEK BND	COVE AT THORPE CREEK	438.37763744	0.083	092024C
CUMBERLAND RIDGE LN	CUMBERLAND RIDGE LEGACY PROPERTY ANNEXATION	224.33522535	0.042	040198D
MEADOW FROST CT	CYNTHIANNE WOODS	663.96876734	0.126	091508A
THARP WOODS DR	CYNTHIANNE WOODS	828.80835464	0.157	091508A
VICKERY RIDGE DR	CYNTHIANNE WOODS	568.68279551	0.108	091508A
SOUTHEASTERN PKY	HIDDEN_OAKS_VERMILLION ANNEXATION	7966.28055355	1.509	111824B 090924C
AUBREY LN	MILFORD PARK	2191.85918243	0.415	051622E
DANESTREAM DR	MILFORD PARK	248.01627446	0.047	051622E
HURST RD	MILFORD PARK	899.49438551	0.170	051622E
LYNDALE DR	MILFORD PARK	1502.95076568	0.285	051622E
MANDERLEY ST	MILFORD PARK	1148.79321213	0.218	051622E
E 121ST ST	POST-RAB LINEWORK (121 AND HOOSIER)	329.83626860	0.062	100798 100923C
HOOSIER RD	POST-RAB LINEWORK (121 AND HOOSIER)	495.44851705	0.094	100798 100923C
JOHNSON FARM WAY	POST-RAB LINEWORK (121 AND HOOSIER)	157.91610940	0.030	100798 100923C
E 131ST ST	POST-RAB LINEWORK (131 AND HOWE)	369.16279015	0.070	031997 051093
HOWE RD	POST-RAB LINEWORK (131 AND HOWE)	320.60586210	0.061	031997 051093
ARNDAL CT	VERMILLION ANNEXATION	405.5536369	0.077	090924C
BIG SKY DR	VERMILLION ANNEXATION	487.40978820	0.092	090924C
BIGSTONE DR	VERMILLION ANNEXATION	664.80046586	0.126	090924C
BOWESMONT DR	VERMILLION ANNEXATION	489.09401024	0.093	090924C
BRENDA CT	VERMILLION ANNEXATION	623.06372122	0.118	090924C
BUCK RIDGE LN	VERMILLION ANNEXATION	792.87364343	0.150	090924C
BURNT ROCK LN	VERMILLION ANNEXATION	1517.09397092	0.287	090924C
CARIBOU CT	VERMILLION ANNEXATION	410.13925023	0.078	090924C
CLIFFSIDE DR	VERMILLION ANNEXATION	1850.14424094	0.350	090924C
CONNECTICUT AVE	VERMILLION ANNEXATION	6327.58265604	1.198	090924C
CROZIER CT	VERMILLION ANNEXATION	250.00012420	0.047	090924C
DEEPWOOD CT	VERMILLION ANNEXATION	213.97820374	0.041	090924C
DIPLOMAT BLVD	VERMILLION ANNEXATION	260.21724605	0.049	090924C
DOMINION DR	VERMILLION ANNEXATION	1319.87606382	0.250	090924C
ORATION WAY	VERMILLION ANNEXATION	1025.61606597	0.194	090924C
DRYDEN CT	VERMILLION ANNEXATION	280.06342926	0.053	090924C
E 101ST ST	VERMILLION ANNEXATION	1986.49552050	0.376	090924C
E 113TH ST	VERMILLION ANNEXATION	1224.96170780	0.232	090924C
EAST DR	VERMILLION ANNEXATION	655.92306186	0.124	090924C
EDGERTON LN	VERMILLION ANNEXATION	1677.83055879	0.318	090924C
EDGEWOOD DR	VERMILLION ANNEXATION	1266.27554371	0.240	090924C
ENDICOTT WAY	VERMILLION ANNEXATION	858.19123067	0.163	090924C
FLAT FORK DR	VERMILLION ANNEXATION	1715.66846408	0.325	090924C
FLORIDA RD	VERMILLION ANNEXATION	692.55669847	0.131	090924C
GARDNER CT	VERMILLION ANNEXATION	428.09282291	0.081	090924C
GRIMSHAW DR	VERMILLION ANNEXATION	823.52494160	0.156	090924C
HAMBURG DR	VERMILLION ANNEXATION	1293.24512840	0.245	090924C
HIGH MEADOW CT	VERMILLION ANNEXATION	365.45572208	0.069	090924C
HIGH ROCK CT	VERMILLION ANNEXATION	129.07806588	0.024	090924C
HUNTING MEADOW DR	VERMILLION ANNEXATION	953.20869388	0.181	090924C
JENNY DR	VERMILLION ANNEXATION	187.41862661	0.035	090924C
KENDRA LN N	VERMILLION ANNEXATION	1128.03023027	0.214	090924C
KENDRA LN S	VERMILLION ANNEXATION	681.74595482	0.129	090924C
KENSINGTON LN	VERMILLION ANNEXATION	1881.95361405	0.356	090924C
LIN RD	VERMILLION ANNEXATION	1187.33146719	0.225	090924C
LITTLE CONNECTICUT DRIVE	VERMILLION ANNEXATION	434.84255024	0.082	090924C
LUXHAVEN RD	VERMILLION ANNEXATION	1141.70999617	0.216	090924C
MARTHA ST	VERMILLION ANNEXATION	2411.08763462	0.457	090924C
MEITH ST	VERMILLION ANNEXATION	1257.32202430	0.238	090924C
MERIMAN CT	VERMILLION ANNEXATION	399.77151633	0.076	090924C
NEWBERRY WAY	VERMILLION ANNEXATION	436.74656487	0.083	090924C
OHIO ST W	VERMILLION ANNEXATION	959.49169493	0.182	090924C
PARK DR	VERMILLION ANNEXATION	1781.81641265	0.337	090924C
PERRAULT CT	VERMILLION ANNEXATION	337.20127178	0.064	090924C
PORTAGE TRAIL LN	VERMILLION ANNEXATION	2120.53979765	0.402	090924C
PORTAGE WOODS DR	VERMILLION ANNEXATION	876.79670550	0.166	090924C
PROVINCE CT	VERMILLION ANNEXATION	587.15554874	0.111	090924C
RATHBUN CT	VERMILLION ANNEXATION	90.00002216	0.017	090924C
RIFFLEVIEW CT	VERMILLION ANNEXATION	262.48000174	0.050	090924C
ROCKY CREEK LN	VERMILLION ANNEXATION	1017.51433900	0.193	090924C
SADDLE HORSE LN	VERMILLION ANNEXATION	1023.63181798	0.194	090924C
SAND RUN LN	VERMILLION ANNEXATION	722.92906185	0.137	090924C
SANDUSKY CT	VERMILLION ANNEXATION	207.55856654	0.039	090924C
SANFORD CT	VERMILLION ANNEXATION	444.82792468	0.084	090924C
SHULL FARM DR	VERMILLION ANNEXATION	515.00008001	0.098	090924C
SMOOTH ROCK CT	VERMILLION ANNEXATION	95.76808724	0.018	090924C
SONG CREEK CT	VERMILLION ANNEXATION	83.79099438	0.016	090924C
SPRING BANK CT	VERMILLION ANNEXATION	347.37977425	0.066	090924C
STABLESIDE CT	VERMILLION ANNEXATION	106.20380003	0.020	090924C
STABLEVIEW DR	VERMILLION ANNEXATION	1617.46784895	0.306	090924C
TOWPATH CT	VERMILLION ANNEXATION	199.75714553	0.038	090924C
VERMILLION DR	VERMILLION ANNEXATION	1622.51561694	0.307	090924C
WENESAGA CT	VERMILLION ANNEXATION	494.54532735	0.094	090924C
WEST DR	VERMILLION ANNEXATION	803.60474309	0.152	090924C
WHEATLEY CT	VERMILLION ANNEXATION	328.80206507	0.062	090924C
WILSONS FARM DR	VERMILLION ANNEXATION	1499.14402124	0.284	090924C
		TOTAL-FT	TOTAL-MI	
ADDITIONS	TOTAL	86,575	16.397	

Mileage by Road - Removals

ROAD	DESCRIPTION	SUM OF LENGTH - FEET	SUM OF LENGTH - MILES
E 131ST ST	PRE-RAB LINEWORK (131 & HOWE)	270.799	0.051
HOWE RD	PRE-RAB LINEWORK (131 & HOWE)	229.184	0.045
E 121ST ST	PRE-RAB LINEWORK (121 & HOOSIER)	260.147	0.049
HOOSIER RD	PRE-RAB LINEWORK (121 & HOOSIER)	399.561	0.076
		TOTAL-FT	TOTAL-MI
REMOVALS	TOTAL	399.561	0.076

MILEAGE TOTAL

	TOTAL-FT	TOTAL-MI
MILEAGE IN 2025	NET TOTAL 86,175.173	16.321

RESOLUTION NO. R121925L

**RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS
AND SAFETY APPROVING AGREEMENT WITH THE HUMANE SOCIETY OF
HAMILTON COUNTY**

WHEREAS, the Humane Society of Hamilton County (the “Humane Society”) operates a shelter caring for the unwanted, abandoned and abused animals of Hamilton County located at 10501 Hague Road, Fishers, Indiana;

WHEREAS, the City of Fishers (“City”) is required to provide shelter to unwanted, stray or abandoned animals for seven (7) days;

WHEREAS, the Indiana legislature has mandated that animals released by animal shelters like the Humane Society must be first spayed or neutered; and

WHEREAS, the Humane Society and City desire to execute the Agreement attached hereto as Exhibit A, incorporated herein, which sets forth the terms and conditions of the Humane Society to provide services to residents of the City for the seven (7) day period required by law, plus three (3) additional days of basic sheltering to offset the costs of spaying and neutering and the City to pay to the Humane Society the total amount of \$271,276.87 for these services for 2026.

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 Agreement attached hereto as Exhibit A 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 19th day of December, 2025.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____



This instrument prepared by: Lindsey M Bennet, 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

Humane Society for Hamilton County

City of Fishers -- Animal Control Services Agreement – 2026

This Agreement is entered into by the City of Fishers, Indiana, a municipal corporation (hereinafter referred to as "Fishers"), and the Humane Society for Hamilton County, Inc., an Indiana not-for-profit corporation (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the Society operates a shelter caring for the unwanted, abandoned and abused animals of Hamilton County located at 10501 Hague Road, Fishers, Indiana;

WHEREAS, by law, Fishers is required to provide shelter to unwanted animals for seven (7) days;

WHEREAS, the Indiana legislature has mandated that animals released by animal shelters must be first spayed or neutered; and

WHEREAS, the Society and Fishers wish to set forth an arrangement by which the Society will provide services to residents of Fishers for the **seven (7) day period** required by law, **plus three (3) additional days of basic sheltering** to offset the costs of spaying and neutering.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Term:** The original term of this Agreement shall be from January 1, 2026 to December 31, 2026.
2. **Definitions:**
 - a. "Unwanted Animal" is defined as (1) an animal delivered to the Society by a law enforcement officer of the County; or (2) an animal which is

delivered to the Society by a resident of the County, which is not owned or controlled by the resident, but is delivered by the resident in order that the animal may be treated humanely; or (3) an animal found in the County by a non-Hamilton County resident (e.g. an individual who works in the County, but does not live in the County): or (4) an animal surrendered to the Society by its owner, who resides within the County; or (5) an animal delivered to the Society by a representative of a business located in the County where an animal has been abandoned; (6) an animal abandoned on the property of the Society by unknown individuals.

- b. **“Adoption Returns/Returned Animals”** are those animals adopted from the Society who are returned by their owners for any reason. The Society accepts any animal who was adopted from the shelter at any point in time. “Returned” animals are included in our monthly reports for internal tracking purposes, however, the Society **DOES NOT** count adopted animals returned to the shelter within 90 days toward the County budget.
- c. **“Shared Pools”** contain only stray animals (*not owner surrendered pets or animals that HSHC has transferred in from another facility*) who have been 1) found in Hamilton County by a non-resident, or, 2) were found by a non-resident outside Hamilton County and were turned away by our team, but then were subsequently a) abandoned on our property, b) abandoned in the County and brought in by another individual or law enforcement, c) would be considered a public safety risk to not take in, so under the threat of abandonment, we accepted the animal. To be fair and

equitable, “Shared Pool” animals are divided between all the cities and county by this year’s budgeted percentage of use regardless of where they were found.

d. **“Daily Cost of Care”** covers only costs associated with providing basic sheltering plus the portion of indirect costs shared by the ENTIRE County and the Society as calculated in the annual budget.

3. **Daily Cost of Care:** During the term of this Agreement, the Daily Cost of Care is **\$22.63 per day per animal.**

4. **Services Provided:** The Society will provide shelter and care for unwanted animals, and Fishers agrees to compensate the Society for the first seven (7) days of care required by the county ordinance, *plus an additional 3 days of basic daily care*, for all such animals. Any costs of care for unwanted animals beyond the initial **ten (10) day** period will be borne by the Society. The Society covers 100% of the cost to spay or neuter all unaltered animals adopted from the shelter. The Society also covers the cost of life-saving medical care for stray and owner surrendered pets with **EXCEPTIONS NOTED IN SECTION 5.**

5. **Reimbursement for Services:** In exchange for the services provided by the Society under this agreement, Fishers agrees to pay the Society the amount of **\$271,276.87** in twelve (12) equal installments of **\$22,606.41** commencing in January 2026. Neither party will be penalized at year end should the number of animals exceed the annual budgeted amount, nor if the number of animals is less than the budgeted annual amount.

6. **Reimbursement for Animals Brought to the Society by Animal Control/Law Enforcement Under the Following Circumstances:** Fishers will appropriate additional funds required to cover the Society’s costs to care for the following animals:

- a. **Animals seized by Law Enforcement/Animal Control, OR, per the Prosecutor's Office who are housed at the Society pending an investigation, trial, or any further action deemed necessary by the County.** The Daily Cost of Care, the cost of vaccines, and any life-saving or emergency medical care the Society deems necessary during the time the animal is held at our facility will be billed to Fishers with reimbursement to the Society required within 30 days. It is up to Fishers seek reimbursement from the owner via applicable citation(s) or bonding fees as they see fit.
- b. **Pet's Owned by Incarcerated Owners.** The Society DOES NOT cover the Daily Cost of Care OR medical care for pets owned by incarcerated owners. It is the responsibility of Law Enforcement/Animal Control to ensure the proper documentation is signed by the owner at the time of arrest stating the animal will become the property of the Society if not claimed by the owner or other guardian approved by Law Enforcement **within 10 days of animal intake/owner arrest according to Indiana's 10 day bonding process.** The Society will bill Fishers for the Daily Cost of Care, vaccines and any additional medical expenses incurred during the **10 day period** with reimbursement to the Society required by Fishers within 30 days. Under no circumstances are the pets of incarcerated owners to be remain in limbo at the shelter beyond the 10 day period. If the animal should remain at the Society beyond the 10 day period for any reason because **Law Enforcement** has not secured an Owner Release form making the animal the property of the Society, OR, **Law Enforcement** has not identified an approved guardian to pick up the animal, the Society will continue billing Fishers for the

Daily Cost of Care and any other medical care required for the duration of the animal's stay. It is up to Fishers to seek reimbursement from the owner via applicable citation(s) or bonding fees as they see fit.

- c. **Owned pets brought to the Society by Law Enforcement/Animal Control for “safe-keeping” due to emergency hospitalization (e.g., a senior living alone who falls) or animals involved in a car accident.** As a service to our community, the Society will cover the cost of vaccinations and the Daily Cost of Care for such animals for a **period of 7 days**. It is the responsibility of Law Enforcement/Animal Control to ensure the owner, or a representative of the owner, makes arrangements to pick up the pet by the 8th day. ***If for any reason the pet is not claimed by day 8, the Society will charge Fishers for the Daily Cost of Care starting on day 8 and until the pet is claimed.*** If the owner's pet requires emergency or life-saving medical care upon arrival, the Society will provide such care at no charge to the owner or to Fishers ***as long as*** necessary care can be provided in-house. If an animal requires out-sourced, life-saving care (e.g. 24 hour hospitalization/ER services) that cost will be billed to Fishers for reimbursement to the Society within 30 days. It is up to Fishers to make arrangements for the owner to reimburse the city if so desired.
- d. **Owned pets brought to the Society by Law Enforcement/Animal Control for “safe-keeping” due to situations involving domestic violence, house fire, or other natural disaster resulting in the displacement of the owner and their pets.** As a service to the community, the Society will cover the cost of vaccinations and the Daily Cost of Care for a **period of 7 days**. It is the

responsibility of Law Enforcement/Animal Control to ensure the owner, or an approved representative of the owner, makes arrangements to pick up the pet by the 8th day. ***If for any reason the pet is not claimed by day 8, the Society will charge Fishers for the Daily Cost of Care starting on day 8 and until the pet is claimed.*** If the owner's pet requires emergency or life-saving medical care upon arrival, the Society will provide such care at no charge to the owner or to Fishers ***as long as*** necessary care can be provided in-house. If an animal requires out-sourced, life-saving care (e.g. 24 hour hospitalization/ER services) that cost will be billed to Fishers for reimbursement to the Society within 30 days. It is up to Law Enforcement/Animal Control to make arrangements for the owner to reimburse the city if so desired.

7. **Reports and Audits:** The Society will provide Fishers with a monthly jurisdiction report detailing all owner surrendered pets and/or stray animals brought to the Society by a resident of Fishers. Animals are counted for budgeting purposes toward the jurisdiction in which the owner/finder resides—***NOT where the animal was found.*** The Society requires identification from all individuals attempting to bring an animal to the Society. While the Society looks up every residents' address in GIS to determine which jurisdiction an animal should be counted toward, the Society does not have access to the same resources Law Enforcement has to determine jurisdictions for addresses that are "on the line," OR may have a Fishers address but is still considered part of another jurisdiction. It is the responsibility of the assigned city representative to review these monthly reports and let the Society know if an animal needs to be reassigned. The Society will always cooperate with any reporting questions

and/or audit required by state or federal law, the City of Fishers, and/or the Indiana State Board of Accounts or their respective designees as requested.

Agreed to by: HUMANE SOCIETY FOR HAMILTON COUNTY

Date: July 1, 2025 _____
Rebecca M. Stevens
Signature of Authorized Representative
Humane Society for Hamilton County

Rebecca Stevens, President and CEO
Printed Name and Title of Authorized Representative

CITY OF FISHERS REPRESENTATIVE(S)

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

Humane Society for Hamilton County
Total Cost of Animal Control Services for Fishers
Projected for Calendar Year 2026

The County, by statute, is required to keep an unwanted animal for 7 days. The following is a summary of the cost of the care of healthy animals for the initial 10 days plus the extra costs associated with special cases.

Cost For Initial 10 Days of Care	2026
Day 1	
Intake <i>See Exhibit B</i>	\$ 14.11
Daily care direct costs <i>See Exhibit C</i>	10.01
Indirect Costs <i>See Exhibit D</i>	12.62
Day 2	
Medical exam <i>See Exhibit B</i>	26.95
Vaccinations and tests <i>See Exhibit B</i>	44.05
Daily care direct costs	10.01
Indirect Costs	12.62
Day 3	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 4	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 5	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 6	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 7	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 8	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 9	
Daily care direct costs	10.01
Indirect Costs	12.62
Day 10	
Daily care direct costs	10.01
Indirect Costs	12.62
Outcome <i>See Exhibit B</i>	23.65
Total Cost Per Animal for 10 Days of Sheltering, Intake, Processing & Outcome	A \$ 335.03
Projected animal intake from Fishers	B 855
Cost to Fishers for 2026 Budgeted Animals	A x B \$ 286,448.34
Cost for anticipated euthanized animals	\$ 1,124.34
Additional cost for rabies testing	\$ 28.47
<i>Fishers Portion of Return to Owner Credit</i>	24.2% \$ 16,324.28
2026 BUDGET	\$ 271,276.87
Due semi-annually	\$ 135,638.44
Due monthly	\$ 22,606.41

EXHIBIT B- Intake, Processing, Outcome
Humane Society for Hamilton County
2026 Direct Cost of Animal Intake, Medical Processing, Vaccinations, and Outcome

Intake Cost

30 MIN Customer Service Counselor	\$	9.54	
15 min Animal Care	\$	4.57	
Total		\$ 14.11	<i>(To Exhibit A & B)</i>

Medical Exam, Processing & Behavior Assessment

30 minutes for 2 Medical Coordinators		20.00	\$ 15.00	MED PROCESSING ONLY
Cost of microchip		6.95		
Total		\$ 26.95		<i>(To Exhibit A & B)</i>

Processing & Medical Triage Cost per Animal

	2026	VAX WEIGHTED AVERAGE
Cats		
Idexx Combo Test	15.77	
Cost of Vaccines per Animal: FVRCP+C, Bordetella	2.75	
Cost of Rabies Vaccine	1.30	
Cost for Dewormer	2.32	
Cost for basic medications/antibiotics for arrivals	2.50	
Average ANTECH Processing Fee Lab Results	0.75	
Flea & Tick Preventatives	14.49	
Gloves	0.06	
Litter Box	6.00	
Carrier	2.90	
5 syringes	0.30	
Total processing costs for cats (excluding labor & daily care)	\$ 49.14	37.74
Dogs		
Heartworm Test	3.78	
Cost of Vaccines per Animal: DA2PPV+CV, Bordetella	6.21	
Cost of Rabies Vaccine	1.30	
Cost for basic medications/antibiotics for arrivals	2.50	
Average IDEXX Processing Fee Lab Results	1.50	
Cost for Dewormer	3.20	
Heartworm/Flea & Tick Preventative	17.57	
Gloves	0.06	
5 Syringes	0.30	
Total processing costs for dogs (excluding labor & daily care)	\$ 36.42	33.92
2026 Processing Cost Per Animal Based on		
Weighted Average of Dogs/Cats		
	\$ 44.05	\$ 36.21

POSSIBLE OUTCOMES

There are basically 3 possible outcomes for the healthy animal at the end of the seven days.

One is to place the animal for adoption, second is to euthanize the animal and third is the animal may be RTO'd (Returned to Owner) in the first 7days. Below is the cost of these alternatives. In Exhibit A, the Humane Society uses the lower cost outcome of preparing the animal for adoption. Additional costs for euthanasia is added based on the expected number of euthanasia cases in 2026,

1) Cost to prepare animal for adoption

0.25 Hour Animal Care, 1 Hour Customer Service for adoption application preapproval, adoption paper	\$ 23.65	<i>(To Exhibit A & B)</i>
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2) Cost of Euthanasia

3/4 hour medical manager		\$ 43.87
3/4 hour medical coordinator		15.00
Dosage of sedative & euthanasia drug for cat	\$ 1.40	
Dosage of sedative & euthanasia drug for dog	\$ 5.60	
Body bag, gloves, 2 syringes	\$ 0.36	2.86
Body care of euthanized animal (disposal fee currently covered by a corporate sponsorship)		0.00

Total cost of euthanasia	\$ 61.73
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Excess of Cost of Euthanasia OVER Adoption **\$ 38.08** *(To Exhibit A & B)*

3) An animal may be Returned to their Owner (RTO'd). See assumptions. There is a cost to the shelter to process an RTO Outcome.

1 hour customer service representative (owner search/matching process, process transaction with customer, enter into PetPoint) plus .25 hour for 2 medical staff to implant microchip.	\$ 29.08
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EXHIBIT C - Direct Costs

**Humane Society for Hamilton County
Cost of Basic Daily Care**

Daily Care Direct Costs of Healthy Animals	Amount
Animal Care Attendant (20 minutes)--Cleaning, Feeding & General Care	\$ 6.04
Food (with shipping & handling)	3.97
Total Daily Care Direct Costs per animal	\$ 10.01 (To Exhibit A & B)

Additional Costs - Special Cases

The costs above are for healthy animals. Some animals may need additional procedures such as:

1. Rabies Testing	
Euthanasia	\$ 61.73 See Exhibit B
Surgically removing animal's head - 30 minutes veterinarian & med manager hourly wage	55.89
Transporting head to health department for testing	0.00
<i>Cost of Rabies Testing per incident</i>	\$ 117.63
<i>Estimated number of Rabies cases in 2026</i>	1
Total additional cost of Rabies cases	\$ 117.63

2. COST S FOR BITE QUARANTINES HAVE BEEN REMOVED SINCE 10 DAYS OF BASIC SHELTERING IS NOW COVERED

3. Extended care cases required by the courts or requested holds by animal control officers will be billed to each municipality based on actual expense incurred by HSHC that is not reimbursed to us by the pet owner.

4. Cost to test for highly contagious illnesses during first 7 days (e.g. Parvo, Panleuk, FIP, Giardia.)
\$ 2,610.55

Humane Society for Hamilton County

Indirect Costs Breakdown

This Exhibit calculates the Indirect Cost Per Animal and shows the total indirect costs shared between the County/Municipalities and HSHC. The County/Municipalities cover indirect costs for 7 days (1 week) of sheltering with their total shared expense calculated using an average number of weeks an animal stays in the shelter of 4.5 weeks, thus 22.2% of the total indirect cost (1 week / 4.5 weeks = 22.2%). This 22.2% of total indirect costs is further divided between the Counties/Municipalities based on percentage of use. Percentage of use is calculated by dividing the budgeted number of animals per jurisdiction by the total budgeted number of county animals.

	Human Society, County & Municipalities	Portion Shared by County & Municipalities	Fishers Portion of the Shared Pool
		22.2%	24.2%
Projected Indirect Costs Expense 2026			
NOTES: Indirect Costs shared by the county and cities DOES NOT include any outsourced emergency medical care provided in the first 7 days, the cost of wages/benefits for our President, marketing/fundraising staff, or staff time and related expenses dedicated to HSHC's community outreach programs and services OR the spay/neuter of all animals prior to adoption.	\$ 1,290,790	\$ 286,842.00	\$ 69,416
Building and Grounds/ Building Equipment/Vehicle —Building maintenance, plumbing, HVAC, filters, all appliances, turf management, floor scrubber, security equipment, kennel/cage repairs, roof maintenance, lawncare, retention pond maintenance, snow removal, building cleaning services, pest control, parking lot maintenance, etc.)	\$ 133,478.00		
Utilities (Electric, Gas, Trash, Sewage, Stormwater, Water, Phone, Internet, Security System Monitoring, Website,	\$ 153,912.00		
SMT System/Disinfectant for Kennels/Cages and Flooring in Animal Housing and Medical Areas, General cleaning disinfectants/Cleaning Supplies, Animal Care Supplies, Animal Care Equipment and Laundry Supplies, Floor (squeegees, mops, mop buckets, bleach, laundry detergent, hoses, nozzles, dishwasher detergent, etc.)	\$ 26,176.00		
Office Equipment (Copiers/Printers/Computers) and Supplies/IT Support & Cyber Monitoring/Phone Equipment (Radios)/Vehicle/Microsoft Office 365 Licenses, Website	\$ 86,056.56		
Business Insurance (Does not include employee benefits) Package/property, workers comp, cyber security, directors and officers, workers compensation.	\$ 84,699.00		
Professional, Operations Software & Other Licensing Fees —Annual audit, animal booking software—Petpoint, Volgistics, Quickbooks, CC processing, DVM license renewal, drug/DEA license	\$ 37,500.00		
Employment costs not already captured such as the cost of recruitment, background checks, drug screens, uniforms, CPR and euthanasia certification training and uniforms.	\$ 12,300.00		
Annual Inspection Fees — XRAY & Anesthesia Equipment, Fire Extinguishers	\$ 12,535.00		

A Total Projected Indirect Costs SHARED by HSHC & All Citi \$ 1,837,447
 Portion of Total Shared by County & Cities 22.2%

Total Indirect Costs paid for by all municipalities & county collectively	\$ 408,321	\$ 98,814
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B	Weekly Cost	A/52	\$ 35,336
C	AVG weekly population of all animals in shelter (excluding those in foster homes)		400
B/C	Indirect Costs per animal per week		\$ 88.34
(To Exhibit A)	Indirect Costs per animal per day		\$ 12.62