



CITY OF FISHERS AGENDA

The public may [stream the meeting online](#).

Members of the public may [submit comments online](#) before 12pm on Monday, January 1, 0001.

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 1/23/2024, at 9:00 AM

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 1-09-24.
 - b. Request to approve the account payable register: Accounts Payable 1-23-24.
- 5. Resolution**
 - a. **R012324** – Request to Approve a Professional Services Agreement with A&F Engineering. Board Action Form | Resolution | Exhibit A
 - b. **R012324A** – Request to Approve an Agreement between the City and Crider & Crider. Board Action Form | Resolution | Exhibit A

- c. **R012324B** - Request to approve Provider Agreements (ProHealth). Board Action Form | Resolution | Exhibit A | Exhibit B
- d. **R012324C** – Request to accept Trail Dedication and approve Trail Maintenance Agreement (Avalon Subdivision). Board Action Form | Resolution | Exhibit A | Exhibit B
- e. **R012324D** – Request to approve provider contact (MDWise). Board Action Form | Resolution | Exhibit A
- f. **R012324E** – Request to Approve Change Order No. 1 between Fishers and Guardian Utilities for 146th St and Allisonville Road Force Main. Board Action Form | Resolution | Exhibit A
- g. **R012324F** – Request to Approve Second Amendment to Agreement between Fishers and BFS for 146th St and Allisonville Road Force Main. Board Action Form | Resolution | Exhibit A
- h. **R012324G** – Request to Approve Change Order No. 1 between Fishers and Monroe, LLC for Rosanna Village Low Pressure Sewer System. Board Action Form | Resolution | Exhibit A
- i. **R012324H** – Request to Approve First Amendment to Agreement between Fishers and American Structurepoint for Rosanna Village Low Pressure Sewer System. Board Action Form | Resolution | Exhibit A
- j. **R012324I** - Request to approve Professional and Operating Agreement (Indianapolis Art Center). Board Action Form | Resolution | Exhibit A
- k. **R012324J** – Resolution Approving a Build Operate Transfer Agreement for the City of Fishers Community Center. Board Action Form | Resolution | Exhibit A

6. Unfinished/New Business

7. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 01/09/2024

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT ROOM:

1. Meeting Called to Order:

- The meeting was called to order at 9:01 a.m. by Scott Fadness. Board members Jeff Lantz, Jason Meyer and Scott Fadness were present.
- Staff present/Legal: Ashley Elrod, Megan Baumgartner, Elliott Hultgren, Jeremy Schmidt, Lisa Bradford, Laura Gropp, Rich Bassett, Jonathan Valenta, Tracy Gaynor, Hatem Mekky, Lindsey Bennett, and Kari Adriano.
- Members of the Public: Larry Lannan.
- Members of the public were able to submit comments to the Board via form submission. [Public Comment](#).
- Jeff Lantz made a motion to add **R010924I** to the agenda. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

2. Announcements:

3. Presentations:

CONSENT AGENDA

- 4a. Request to approve consent agenda meeting memoranda's: [Meeting Minutes 12-27-23](#).
- Jeff Lantz made a motion to approve the consent agenda. Jason Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

RESOLUTION

5. **R010924** – Request to Approve a Professional Services Agreement with Innovative Edit.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Scope](#)
- Ashley Elrod, Director of Community & Public Relations, presented **R010924** to the board.
 - Jason Meyer made a motion to approve **R010924**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
6. **R010924B** – Request to approve a Professional Service Agreement with Plaid Agency LLC.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#) | [Exhibit C](#)
- Ashley Elrod, Director of Community & Public Relations, presented **R010924B** to the board.
 - Jason Meyer made a motion to approve **R010924B**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
7. **R010924C** – Request to approve a Professional License Agreement with Airwavz Solution, Inc.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Elliott Hultgren, Deputy Mayor, presented **R010924C** to the board.
 - Jeff Lantz made a motion to approve **R010924C**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



8. **R010924D** – Request to issue Notice of Award and approve Construction Agreement with Miller Pipeline for 2023 Interceptor Rehabilitation.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#) | [Exhibit C](#)

- Jonathan Valenta, Director of Water Quality, Public Works, presented **R010924D** to the board.
- Jeff Lantz made a motion to approve **R010924D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

9. **R010924E** – Request to Approve a Service Fee Agreement for Insurance Broker Services with MJ Insurance.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Lisa Bradford, City Controller, presented **R010924E** to the board.
- Jason Meyer made a motion to approve **R010924E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

10. **R010924F** – Request to Approve a Cash Management Agreement with KeyBank for Lockbox Services.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Lisa Bradford, City Controller, presented **R010924F** to the board.
- Jason Meyer made a motion to approve **R010924F**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

11. **R010924G** – Request to approve renewal of internet service and leased fiber from Crown Castle.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#) | [Exhibit C](#)

- Tracy Gaynor, Director of Information Technology, presented **R010924G** to the board.
- Jeff Lantz made a motion to approve **R010924G**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

12. **R010924H** – Request to approve contract for Internet Service with Everstream.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Tracy Gaynor, Director of Information Technology, presented **R010924H** to the board.
- Jason Meyer made a motion to approve **R010924H**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

13. **R010924I** – Resolution Approving Second Amendment to Project Agreement.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Megan Baumgartner, Director of Economic and Community Development, presented **R010924I** to the board.
- Jeff Lantz made a motion to approve **R010924I**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

REGULAR ITEMS

11. Unfinished/New Business:

12. Meeting Adjournment

- Jeff Lantz made a motion to adjourn the meeting. Jason Meyer seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:23 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

Respectfully Submitted,

Kari Adriano, Board Clerk

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.

January 23 , 2024

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 156 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$12,415,198.23.

Dated this 23rd day of January 2024.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL Dec 2023 MetLi

CASH ACCOUNT: 99900000 10102				FIB Payroll Account					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
123123	12/27/2023	MANL	231 Metropolitan Life In 81799	123123		12/27/2023			29,682.69
			29,682.69	80600000	29008	Elective Benefits			
CHECK 123123 TOTAL:									29,682.69
NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL ***									29,682.69
						COUNT	AMOUNT		
TOTAL MANUAL CHECKS						1	29,682.69		
*** GRAND TOTAL ***									29,682.69

A/P CASH DISBURSEMENTS JOURNAL

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69418	12/28/2023 EFT	2055 MJ Insurance Inc	81796 386322 13,697.00 21205058 43100	12/05/2023	22301316	122823EP	13,697.00
				Professional Services			
				CHECK	69418	TOTAL:	13,697.00
69419	12/28/2023 EFT	478 Raymond Milks	81774 10007099 1,000.00	08/06/2023		122823EP	1,000.00
		E 70023002 .OPER . 10107010 43100		Professional Services			
				CHECK	69419	TOTAL:	1,000.00
69420	12/28/2023 EFT	4198 SMG US Midco 2 Inc	81766 ARIV1012088 1,589.64 44391011 43100	12/15/2023		122823EP	1,589.64
				Professional Services			
		81767 ARIV1012162 4,686.15 44391011 43100		12/15/2023		122823EP	4,686.15
				Professional Services			
		81768 ARIV1012163 5,000.00 44391011 43100		12/15/2023		122823EP	5,000.00
				Professional Services			
		81769 ARIV1012192 142.00 44391011 43100		12/15/2023		122823EP	142.00
				Professional Services			
				CHECK	69420	TOTAL:	11,417.79
69421	12/28/2023 EFT	2992 Vision Event Managem	81773 1646 9,880.00 27807010 43909	12/21/2023		122823EP	9,880.00
				Other			
				CHECK	69421	TOTAL:	9,880.00
		NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***			35,994.79
		TOTAL EFT'S		COUNT	4	AMOUNT	35,994.79
				*** GRAND TOTAL ***			35,994.79

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

69422	12/29/2023	MANL	1496 Hageman Investments,	81807	Maple Del Final	12/29/2023			2,164,928.00
				2,164,928.00	47140000 44920	Capital Expenses			
						CHECK	69422	TOTAL:	2,164,928.00
69423	01/02/2024	EFT	2753 Dominique Davis	81976	1055s1	12/22/2023	22200539	1224EP	235.00
				235.00	E 21221005 .PROFSE.	Professional Services			
					27055058 43100				
						CHECK	69423	TOTAL:	235.00
69424	01/02/2024	EFT	2664 Exelon Corporation	81973	3924403	12/26/2023	22300258	1224EP	4,595.43
				909.48	60609014 43500	Utility Services			
				3,685.95	10109012 43100	Professional Services			
				81974	3924394	12/26/2023	22300068	1224EP	1.40
				1.40	60609014 43500	Utility Services			
						CHECK	69424	TOTAL:	4,596.83
69425	01/02/2024	PRTD	364 Cinergy Corp	81993	930000026691	12/26/2023	22400010	1224EP	17,853.34
				17,853.34	60609014 43500	Utility Services			
						CHECK	69425	TOTAL:	17,853.34
69426	01/02/2024	PRTD	364 Cinergy Corp	81995	930000026930	01/02/2024	22400010	1224EP	32,625.47
				32,625.47	60609014 43500	Utility Services			
						CHECK	69426	TOTAL:	32,625.47
69427	01/02/2024	PRTD	364 Cinergy Corp	81987	910122934878	12/18/2023	22400010	1224EP	50,938.62
				50,938.62	60609014 43500	Utility Services			
						CHECK	69427	TOTAL:	50,938.62

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 2,271,177.26

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	101,417.43
TOTAL MANUAL CHECKS	1	2,164,928.00
TOTAL EFT'S	2	4,831.83

*** GRAND TOTAL *** 2,271,177.26

A/P CASH DISBURSEMENTS JOURNAL

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69428	01/04/2024	MANL	1521 Indiana Gas Company	82010 0260057493154555067 1,810.80 60609014 43500	12/06/2023 22301005 1324DD	Utility Services	1,810.80
						CHECK 69428 TOTAL:	1,810.80
69429	01/04/2024	MANL	1521 Indiana Gas Company	82027 026005749315918491 160.00 60609014 43500	12/18/2023 22301005 1324DD	Utility Services	160.00
						CHECK 69429 TOTAL:	160.00
NUMBER OF CHECKS				2	*** CASH ACCOUNT TOTAL ***		1,970.80
TOTAL MANUAL CHECKS				COUNT	AMOUNT		
				2	1,970.80		
						*** GRAND TOTAL ***	1,970.80

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

69430	01/05/2024	EFT	700 AT&T Mobility	II, L	81948 79.73	287282926527x122023 10106050 43100	12/12/2023 22301093 1524EP Professional Services		79.73
							CHECK	69430 TOTAL:	79.73
69431	01/05/2024	EFT	700 AT&T Mobility	II, L	81949 406.12	287299683950x121923 10106050 43100	12/11/2023 22301093 1524EP Professional Services		406.12
							CHECK	69431 TOTAL:	406.12
69432	01/05/2024	EFT	700 AT&T Mobility	II, L	81953 219.95	287282942898x122023 10106050 43100	12/12/2023 22301093 1524EP Professional Services		219.95
							CHECK	69432 TOTAL:	219.95
69433	01/05/2024	EFT	700 AT&T Mobility	II, L	81954 201.96	287282745434x122023 10106050 43100	12/12/2023 22301093 1524EP Professional Services		201.96
							CHECK	69433 TOTAL:	201.96
69434	01/05/2024	EFT	700 AT&T Mobility	II, L	81955 6,235.34	287288211554x121923 10106050 43100	12/11/2023 22301093 1524EP Professional Services		6,235.34
							CHECK	69434 TOTAL:	6,235.34
69435	01/05/2024	EFT	700 AT&T Mobility	II, L	81957 4,122.61	287286291889x121923 62606050 43100	12/11/2023 22301093 1524EP Professional Services		4,122.61
							CHECK	69435 TOTAL:	4,122.61
69436	01/05/2024	EFT	1574 Citizens Energy Grou		82041 2,529.13	2692830000 62609014 43500	12/18/2023 22301159 1524EP Utility Services		2,529.13
							CHECK	69436 TOTAL:	2,529.13
69437	01/05/2024	EFT	1574 Citizens Energy Grou		82048 16.68 212.16	0919940000 60609014 43500 60609014 43500	12/18/2023 22400002 1524EP Utility Services Utility Services		228.84
							CHECK	69437 TOTAL:	228.84
69438	01/05/2024	EFT	1574 Citizens Energy Grou		82053 35.80	4012520000 60609014 43500	12/18/2023 22400002 1524EP Utility Services		35.80

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

VOUCHER INVOICE

INV DATE PO

WARRANT

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							CHECK	69438	TOTAL:	35.80
69439	01/05/2024	EFT	1574 Citizens Energy Grou	82054 1651147128 25.91 60609014 43500	12/19/2023 22400002 1524EP Utility Services					25.91
							CHECK	69439	TOTAL:	25.91
69440	01/05/2024	EFT	1574 Citizens Energy Grou	82056 6841968857 26.54 60609014 43500	12/20/2023 22400002 1524EP Utility Services					26.54
							CHECK	69440	TOTAL:	26.54
69441	01/05/2024	EFT	1574 Citizens Energy Grou	82057 7946473576 36.09 60609014 43500	12/20/2023 22400002 1524EP Utility Services					36.09
							CHECK	69441	TOTAL:	36.09
69442	01/05/2024	EFT	1574 Citizens Energy Grou	82059 4753108926 2,531.55 60609014 43500	11/30/2023 22201345 1524EP Utility Services					2,531.55
							CHECK	69442	TOTAL:	2,531.55
69443	01/05/2024	EFT	1574 Citizens Energy Grou	82190 2739310000 690.80 60601013 43100	12/19/2023 1524EP Professional Services					690.80
							CHECK	69443	TOTAL:	690.80
69444	01/05/2024	EFT	1910 Fishers Police Found	81801 77475 7,125.00 21708010 35600	12/28/2023 1524EP Other Fees					7,125.00
							CHECK	69444	TOTAL:	7,125.00
69445	01/05/2024	EFT	654 Waste Mgmt of Indian	82084 0103368-4672-9 827.32 60609014 43100	12/28/2023 1524EP Professional Services					827.32
							CHECK	69445	TOTAL:	827.32
69446	01/05/2024	PRTD	1417 Hamilton County Reco	82187 Liens1324R 275.00 60601013 43100 150.00 62601013 43100	01/03/2024 1524EP Professional Services Professional Services					425.00
				82189 Liens1324P 50.00 60601013 43100 25.00 62601013 43100	01/03/2024 1524EP Professional Services Professional Services					75.00

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 69446 TOTAL: 500.00

NUMBER OF CHECKS 17 *** CASH ACCOUNT TOTAL *** 25,822.69

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	500.00
TOTAL EFT'S	16	25,322.69

*** GRAND TOTAL *** 25,822.69

A/P CASH DISBURSEMENTS JOURNAL

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69447	01/08/2024	MANL	364 Cinergy Corp	82236 115.43	910122927621 10109012 43100	12/20/2023 Professional Services	1524DD 115.43
				CHECK	69447	TOTAL:	115.43
69448	01/08/2024	MANL	364 Cinergy Corp	82237 49.60	910123068362 10109012 43100	12/20/2023 Professional Services	1524DD 49.60
				CHECK	69448	TOTAL:	49.60
69449	01/08/2024	MANL	364 Cinergy Corp	82238 10.78	910123166157 10109012 43100	12/19/2023 Professional Services	1524DD 10.78
				CHECK	69449	TOTAL:	10.78
69450	01/08/2024	MANL	364 Cinergy Corp	82248 461.81	910156881386 10109012 43100	12/19/2023 Professional Services	1524DD 461.81
				CHECK	69450	TOTAL:	461.81
		NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***			637.62
		TOTAL MANUAL CHECKS	COUNT	AMOUNT			
			4	637.62			
		*** GRAND TOTAL ***					637.62

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
69451	01/08/2024	EFT	442 Regions Bank	81813 842,000.00	R917809 47140000 43804	12/15/2023 Lease Payment		0124debt	842,000.00
				81814 713,500.00	R809109 47130000 43804	12/15/2023 Lease Payment		0124debt	713,500.00
						CHECK	69451	TOTAL:	1,555,500.00
69452	01/08/2024	EFT	2172 The Huntington Natio	81816 507,500.00	FISHERSFS20_0124 47140000 43804	12/18/2023 Lease Payment		0124debt	507,500.00
						CHECK	69452	TOTAL:	507,500.00
					NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***		2,063,000.00
						COUNT		AMOUNT	
					TOTAL EFT'S	2		2,063,000.00	
							*** GRAND TOTAL ***		2,063,000.00

A/P CASH DISBURSEMENTS JOURNAL

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

						VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69453	01/09/2024	EFT	700	AT&T Mobility	II, L	81950	287282927199x122023	12/12/2023	22301093	1924EP	172.72
						172.72	10106050 43100			Professional Services	
									CHECK	69453 TOTAL:	172.72
69454	01/09/2024	EFT	700	AT&T Mobility	II, L	81951	287283895228x121523	12/07/2023	22301093	1924EP	2,821.16
						784.51	10106050 43100			Professional Services	
						2,036.65	10106050 43100			Professional Services	
									CHECK	69454 TOTAL:	2,821.16
69455	01/09/2024	EFT	700	AT&T Mobility	II, L	81952	287301827393x121923	12/11/2023		1924EP	8,946.55
						8,946.55	10106050 43100			Professional Services	
									CHECK	69455 TOTAL:	8,946.55
69456	01/09/2024	EFT	700	AT&T Mobility	II, L	81956	287303132695x121923	12/11/2023		1924EP	156.20
						62.48					
							E 21223003 .PROFSE.				
							27155058 43100			Professional Services	
						93.72	21206050 43100			Professional Services	
									CHECK	69456 TOTAL:	156.20
69457	01/09/2024	EFT	621	Best Way of Indiana		82358	098808	01/02/2024	22301153	1924EP	1,411.64
						1,411.64	62609014 43151			Sludge Removal	
						82360	098801	01/02/2024	22300167	1924EP	52,105.29
						52,105.29	60609014 43151			Sludge Removal	
									CHECK	69457 TOTAL:	53,516.93
69458	01/09/2024	EFT	144	Key Government Finan		82266	5006796	12/18/2023	22400021	1924EP	343,205.32
						343,205.32	40201011 44905			Capital Lease Payment	
									CHECK	69458 TOTAL:	343,205.32
69459	01/09/2024	EFT	2331	Regions Equipment	Fi	81983	1465253	12/14/2023		1924EP	118,488.07
						118,488.07	60809014 44500			Machinery and Equipment	
						81984	1465252	12/14/2023		1924EP	194,444.81
						194,444.81	60809014 44500			Machinery and Equipment	
									CHECK	69459 TOTAL:	312,932.88

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

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WARRANT

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69460	01/09/2024	EFT	533 The Bank of New York	82341	252-2603614	01/02/2024	1924EP	925.00
				925.00	33161010 43100	Professional Services		
						CHECK	69460 TOTAL:	925.00
69461	01/09/2024	EFT	667 US Bancorp Governmen	82265	517969077	12/16/2023	22400022 1924EP	146,150.19
				146,150.19	40201011 44905	Capital Lease Payment		
						CHECK	69461 TOTAL:	146,150.19
69462	01/09/2024	EFT	2789 Verizon Communicatio	81958	9952516425	12/23/2023	22300286 1924EP	641.22
				641.22	10106050 43100	Professional Services		
				81959	9952546523	12/23/2023	22300286 1924EP	1,058.23
				1,058.23	10106050 43100	Professional Services		
				81960	9952579967	12/23/2023	22300286 1924EP	553.21
				553.21	10106050 43100	Professional Services		
				81961	9952568112	12/23/2023	22300286 1924EP	1,200.40
				1,200.40	10106050 43100	Professional Services		
				81962	9952531719	12/23/2023	22300286 1924EP	205.58
				205.58	10106050 43100	Professional Services		
				81963	9952524521	12/23/2023	1924EP	790.19
				115.29				
					E 21223003 .PROFSE.			
				38.43	27155058 43100	Professional Services		
					E 51222001 .OPER			
				38.43	27055058 43100	Professional Services		
					E 21223004 .PROFSE.			
				598.04	27055058 43100	Professional Services		
					21206050 43100	Professional Services		
				81964	9952484501	12/23/2023	22300286 1924EP	967.52
				967.52	10106050 43100	Professional Services		
				81965	9952473080	12/23/2023	22300286 1924EP	4,660.21
				4,660.21	10106050 43100	Professional Services		
				81966	9952530271	12/23/2023	22300286 1924EP	1,787.72
				1,787.72	10106050 43100	Professional Services		
				81967	9952531678	12/23/2023	22301067 1924EP	2,063.07
				1,650.59	60606050 43100	Professional Services		
				412.48	60606050 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	69462	TOTAL:	13,927.35
69463	01/09/2024	EFT	654 Waste Mgmt of Indian	82205	8479753-1710-2	01/02/2024	1924EP		1,635.48
				1,635.48	10109012 43100	Professional Services			
						CHECK	69463	TOTAL:	1,635.48
						NUMBER OF CHECKS	11	*** CASH ACCOUNT TOTAL ***	884,389.78
								COUNT	AMOUNT
						TOTAL EFT'S		11	884,389.78
								*** GRAND TOTAL ***	884,389.78

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	
69464	01/10/2024	MANL	1521 Indiana Gas Company	82300 376.59	02600634276-55901456 10109012 43100	01/05/2024 Professional Services		11024DD	376.59	
								CHECK	69464 TOTAL:	376.59
69465	01/10/2024	MANL	1521 Indiana Gas Company	82302 565.11	02600634276-51781799 10109012 43100	01/05/2024 Professional Services		11024DD	565.11	
								CHECK	69465 TOTAL:	565.11
69466	01/10/2024	MANL	1521 Indiana Gas Company	82303 43.08	02-60049171654574229 10109012 43100	01/05/2024 Professional Services		11024DD	43.08	
								CHECK	69466 TOTAL:	43.08
NUMBER OF CHECKS						3	*** CASH ACCOUNT TOTAL ***			984.78
TOTAL MANUAL CHECKS						COUNT	AMOUNT			
						3	984.78			
								*** GRAND TOTAL ***		984.78

A/P CASH DISBURSEMENTS JOURNAL

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69467	01/10/2024 EFT	2330 Baker Tilly US LLP	82319 BTMA23564 4,527.50 10101013 43100	12/31/2023 Professional Services		11024EP	4,527.50
				CHECK	69467	TOTAL:	4,527.50
69468	01/10/2024 EFT	1144 Barnes & Thornburg,	82529 3193122 50,176.65 10101011 43100	12/18/2023 22301347 Professional Services		11024EP	50,176.65
				CHECK	69468	TOTAL:	50,176.65
69469	01/10/2024 EFT	3729 KSM Business Service	82523 611190 1,476.00 10200000 43100 4,000.00 60601013 43100 9,524.00 10101011 43100	04/25/2023 22301345 Professional Services Professional Services Professional Services		11024EP	15,000.00
				CHECK	69469	TOTAL:	15,000.00
69470	01/10/2024 PRD	1753 Indianapolis Power &	82509 200000179593 270.00 10109012 43100	01/08/2024 22400027 Professional Services		11024EP	270.00
				CHECK	69470	TOTAL:	270.00
69471	01/10/2024 PRD	1753 Indianapolis Power &	82510 200000052973 390.00 10109012 43100	01/08/2024 22400027 Professional Services		11024EP	390.00
				CHECK	69471	TOTAL:	390.00
69472	01/10/2024 PRD	1753 Indianapolis Power &	82507 200000127722 900.00 10109012 43100	01/02/2024 22400027 Professional Services		11024EP	900.00
				CHECK	69472	TOTAL:	900.00
69473	01/10/2024 PRD	1753 Indianapolis Power &	82508 200000031599 975.00 10109012 43100	01/08/2024 22400027 Professional Services		11024EP	975.00
				CHECK	69473	TOTAL:	975.00

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 72,239.15

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	2,535.00
TOTAL EFT'S	3	69,704.15

*** GRAND TOTAL *** 72,239.15

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	
69474	01/12/2024	MANL	364 Cinergy Corp	82578 4,689.33	930000025377 10109012 43100	12/28/2023 Professional Services		11124DD	4,689.33	
							CHECK	69474 TOTAL:	4,689.33	
NUMBER OF CHECKS						1	*** CASH ACCOUNT TOTAL ***			4,689.33
						COUNT	AMOUNT			
TOTAL MANUAL CHECKS						1	4,689.33			
							*** GRAND TOTAL ***		4,689.33	

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
233	01/12/2024	EFT	3097 Southeastern Indiana	82608	1441953 CTYFIS	01/04/2024		11224H	31,341.00
				31,341.00	70400000 43100	Professional Services			
				82610	HOD010924	01/09/2024		11224H	2,086.65
				2,086.65	70400000 43100	Professional Services			
				82696	0000053617	01/01/2024		11224H	835,846.59
				835,846.59	70400000 43100	Professional Services			
						CHECK		233 TOTAL:	869,274.24
234	01/12/2024	EFT	1315 Tx: Team Rehab Inc	82609	1820	12/31/2023		11224H	7,790.00
				7,790.00	70400000 43100	Professional Services			
						CHECK		234 TOTAL:	7,790.00
						NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***	877,064.24
						TOTAL EFT'S			
						COUNT	2	AMOUNT	877,064.24
								*** GRAND TOTAL ***	877,064.24

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
69475	01/16/2024	PRTD	1495 Hamilton County Cler	83191	P10-136th SE-PB	01/12/2024	22301336	11624EP	18,150.00
						CHECK	69475	TOTAL:	18,150.00
69476	01/16/2024	PRTD	1442 Hamilton County Trea	83182	General 2023	11/21/2023	22301357	11624EP	78,862.39
						CHECK	69476	TOTAL:	78,862.39
69477	01/16/2024	PRTD	1809 State of Indiana	83185	000080508	01/03/2024	22301291	11624EP	299,363.79
						CHECK	69477	TOTAL:	299,363.79
					NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***		396,376.18
					TOTAL PRINTED CHECKS	COUNT	AMOUNT		
						3	396,376.18		
							*** GRAND TOTAL ***		396,376.18

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

VOUCHER INVOICE

INV DATE

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WARRANT

NET

69478 01/17/2024 MANL 2452 Regions Bank

83101	1223CC-DPW
139.28	10106100 42200
45.81	10106100 42200
216.38	10109012 43100
319.61	10109012 43100
85.03	10109012 43100
115.10	10106100 42200
238.86	10106100 42200
1,185.20	10106100 42200
206.50	10106100 42200
212.26	10109012 43100
29.43	10106100 42200
8.03	10106100 42200
50.28	10106100 42200
19.26	10106100 42200
-775.00	10109012 43100
166.35	10106100 42200
40.04	10106100 42200
1,541.61	10109012 43100
4,488.14	10109012 43100
37.12	10109012 43100
686.00	20206100 42200
1,720.00	20206100 42200
194.11	10109012 43100
49.95	10106100 42200
53.15	10109012 43100
144.88	10109012 43100
180.70	10109012 43100
1,734.69	10109012 43100
2,891.42	10109012 43100
136.18	10106100 42200
195.00	10109012 43100
110.32	10109012 43100
20.14	10109012 43100
104.80	10109012 43100
2,209.00	10106100 42200
67.45	60609014 42200
470.00	60609014 43100
200.00	60609014 43200
32.27	60609014 42200
294.07	60609014 42200
470.00	60609014 43100
80.00	62609014 43200
2,894.65	60609014 42200
7.47	60609014 42200
3,244.40	60609014 43500

12/31/2023
Operating Supplies
operating Supplies
Professional Services
Professional Services
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Comms And Transportation
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Professional Services
Comms And Transportation
operating Supplies
operating Supplies
Utility Services

1223CC

26,559.94

CHECK 69478 TOTAL: 26,559.94

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

69479 01/17/2024 MANL 2452 Regions Bank

 83108 1223CC-Fleet
 438.02 10106010 43100
 4,905.00 10106010 43100
 12.61 10106010 42200
 30.00 10106010 43100
 15.00 10106010 43100
 45.00 20106010 43100
 2,911.09 20106010 43100
 8.46 10106010 43100
 1,199.96 62606010 42200
 129.40 10106010 42200
 2,072.38 10106010 43100
 790.61 10106010 43100
 126.23 10106010 42200
 668.20 60606010 42200
 613.40 60606010 42200
 87.00 10106010 43100
 613.40 62606010 42200
 45.00 10106010 43100
 465.75 10106010 42200
 12.00 10106010 43100
 852.91 10106010 42200

 12/31/2023
 1223CC
 Professional Services
 Professional Services
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 Professional Services
 operating Supplies

1223CC

16,041.42

CHECK 69479 TOTAL: 16,041.42

69480 01/17/2024 MANL 2452 Regions Bank

 83109 1223CC-Fleet
 8,378.93 10106010 44500

 12/31/2023 22301245 1223CC
 Machinery and Equipment

8,378.93

CHECK 69480 TOTAL: 8,378.93

69481 01/17/2024 MANL 2452 Regions Bank

 83113 1223CC-Recreation
 2,154.17 10107010 43100
 1,849.50 10107010 43100
 1,849.50 10107010 43100
 167.99
 E 70023004 .Supp .
 10107010 42200
 825.00 10107010 43100
 159.98 10107010 42200
 17.10 10107010 43100
 -79.99 10107010 42200
 16.99 10107010 43100
 250.00 10107010 43100
 267.68 10107010 43100
 691.04 10107010 43100
 691.04 10107010 43100
 176.82 10107010 43100
 176.82 10107010 43100
 311.36 10107010 43100

 12/31/2023
 1223CC
 Professional Services
 Professional Services
 Professional Services
 Operating Supplies
 Professional Services
 operating Supplies
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 operating Supplies
 Professional Services
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 Professional Services
 Professional Services
 Professional Services

1223CC

11,429.63

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

311.36	10107010 43100	Professional Services
94.88	E 70023004 .Supp .	
	10107010 42200	Operating Supplies
245.99	E 70023004 .Supp .	
	10107010 42200	Operating Supplies
85.10	E 70023004 .Supp .	
	10107010 42200	Operating Supplies
824.00	10107010 43100	Professional Services
113.30	10107010 43100	Professional Services
230.00	10107010 43100	Professional Services

CHECK 69481 TOTAL: 11,429.63

69482 01/17/2024 MANL 2452 Regions Bank

83114	1223CC-Recreation	12/31/2023 22301222 1223CC	2,446.23
25.34	10107010 42200	Operating Supplies	
126.16	10107010 42200	Operating Supplies	
100.03	10107010 42200	Operating Supplies	
14.38	10107010 42200	Operating Supplies	
42.38	10107010 42200	Operating Supplies	
67.78	10107010 42200	Operating Supplies	
102.03	10107010 42200	Operating Supplies	
50.29	10107010 42200	Operating Supplies	
22.45	10107010 42200	Operating Supplies	
31.12	10107010 42200	Operating Supplies	
133.75	10107010 42200	Operating Supplies	
23.39	10107010 42200	Operating Supplies	
79.14	10107010 42200	Operating Supplies	
85.60	10107010 42200	Operating Supplies	
379.08	10107010 42200	Operating Supplies	
20.57	10107010 42200	Operating Supplies	
57.93	10107010 42200	Operating Supplies	
115.63	10107010 42200	Operating Supplies	
105.81	10107010 42200	Operating Supplies	
71.98	10107010 42200	Operating Supplies	
15.00	10107010 42200	Operating Supplies	
105.00	10107010 42200	Operating Supplies	
23.72	10107010 42200	Operating Supplies	
53.25	10107010 42200	Operating Supplies	
32.92	10107010 42200	Operating Supplies	
4.79	10107010 42200	Operating Supplies	
104.12	10107010 42200	Operating Supplies	
31.36	10107010 42200	Operating Supplies	
123.03	10107010 42200	Operating Supplies	
77.40	10107010 42200	Operating Supplies	
51.06	10107010 42200	Operating Supplies	
94.02	10107010 42200	Operating Supplies	
37.20	10107010 42200	Operating Supplies	
38.52	10107010 42200	Operating Supplies	

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

CHECK 69482 TOTAL: 2,446.23

69483 01/17/2024 MANL 2452 Regions Bank

83116 1223CC-Police

12/31/2023

1223CC

10,753.59

94.22	10108015	42200	operating Supplies
21.80	10108015	42200	operating Supplies
249.60	10108015	42200	operating Supplies
20.36	10108015	43200	Comms And Transportation
24.17	10108015	43200	Comms And Transportation
54.00	10108015	43200	Comms And Transportation
779.90	10108015	43200	Comms And Transportation
25.00	10108013	43100	Professional Services
823.55	10108013	43200	Comms And Transportation
45.00	10108013	43200	Comms And Transportation
100.93	10108015	42200	operating Supplies
503.45	10108013	43200	Comms And Transportation
86.97	10108015	43200	Comms And Transportation
166.50	10108011	42200	operating Supplies
49.65	10108011	42200	operating Supplies
166.24	10108011	42200	operating Supplies
47.00	10108011	43200	Comms And Transportation
186.03	10108011	43200	Comms And Transportation
47.00	10108011	43200	Comms And Transportation
186.03	10108011	43200	Comms And Transportation
233.03	10108011	43200	Comms And Transportation
186.03	10108011	43200	Comms And Transportation
-47.00	10108011	43200	Comms And Transportation
186.03	10108011	43200	Comms And Transportation
47.00	10108011	43200	Comms And Transportation
186.03	10108011	43200	Comms And Transportation
108.12	10108015	42200	operating Supplies
23.96	10108015	42200	operating Supplies
-183.89	10108013	43200	Comms And Transportation
254.15	10108013	43100	Professional Services
575.00	10108011	43100	Professional Services
308.00	10108011	43100	Professional Services
796.20	10108015	42200	operating Supplies
96.95	10108015	43100	Professional Services
125.00	10108011	43100	Professional Services
118.80	10108013	42200	operating Supplies
585.95	10108013	43200	Comms And Transportation
136.70	10108013	43200	Comms And Transportation
413.00	10108013	43100	Professional Services
100.00	10108013	43100	Professional Services
1,358.63	10108013	43100	Professional Services
385.80	10108013	43200	Comms And Transportation
385.80	10108013	43200	Comms And Transportation
385.80	10108013	43200	Comms And Transportation
294.00	10108012	42200	operating Supplies
17.10	10108012	42200	operating Supplies

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 01/17/2024 07:52
User: clarkc
Program ID: apcshdsb

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

46.64	10101016	42200
31.60	10101016	42200
9.99	10101016	43100
106.95	10101016	42200
141.50	10101016	43100
50.00	10101016	43100
533.82	10101016	43100
679.60	10101016	42200
50.60	10101016	42200
20.00	10101016	43100
24.21	10101016	43100
557.04	10101016	43100
859.00	10101016	43100
36.05	10101016	42200
89.96	10101016	42200
586.92	10101016	42200
5.51	10101016	42200
52.28	10101016	42200
47.18	10101016	42200
525.83	10101016	42200
35.00	10101016	43100

Operating Supplies
operating Supplies
Professional Services
Operating Supplies
Professional Services
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operating Supplies
operating Supplies
Professional Services

CHECK 69484 TOTAL: 10,464.42

69485 01/17/2024 MANL 2452 Regions Bank

83111	1223CC-IT	
873.75	10106050	43200
349.50	60606050	43200
174.75	62606050	43200
10.99	10106050	43100
480.30	10106050	43100
316.13	10106050	43200
126.45	60606050	43200
63.22	62606050	43200
39.24	10106050	43200
15.70	10106050	43200
7.85	10106050	43200
12.50	10106050	43100
5.00	10106050	43100
2.50	10106050	43100
139.64	10106050	43100
180.64	10106050	43100
777.41	10106050	43100

12/31/2023
1223CC
Comms And Transportation
Comms And Transportation
Comms And Transportation
Professional Services
Professional Services
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Comms And Transportation
Comms And Transportation
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Comms And Transportation
Comms And Transportation
Professional Services
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Professional Services

CHECK 69485 TOTAL: 3,575.57

69486 01/17/2024 MANL 2452 Regions Bank

83112	1223CC-IT	
1,422.05	10106050	43100
119.90	10106050	43100
272.25	10106050	43100
102.30	10106050	43100

12/31/2023 22301076
1223CC
Professional Services
Professional Services
Professional Services
Professional Services

4,709.62

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

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398.30	10106050	43100	Professional Services
265.25	10106050	43100	Professional Services
95.30	10106050	43100	Professional Services
134.90	10106050	43100	Professional Services
268.26	10106050	43100	Professional Services
210.00	10106050	43100	Professional Services
109.90	10106050	43100	Professional Services
114.90	10106050	43100	Professional Services
199.85	10106050	43100	Professional Services
279.85	10106050	43100	Professional Services
148.85	10106050	43100	Professional Services
219.80	10106050	43100	Professional Services
84.90	10106050	43100	Professional Services
106.21	10106050	43100	Professional Services
156.85	60606050	43100	Professional Services

CHECK 69486 TOTAL: 4,709.62

69487 01/17/2024 MANL 2452 Regions Bank

83110	1223CC-HealthDept	12/31/2023	1223CC	6,659.39
830.89	21205058 42200	operating Supplies		
67.36	21205058 42200	operating Supplies		
40.00	21205058 42200	operating Supplies		
29.00	21205058 42200	operating Supplies		
20.99	21205058 42200	operating Supplies		
40.00	21205058 42200	operating Supplies		
11.98	21205058 42200	operating Supplies		
449.95	21205058 42200	operating Supplies		
.99	21205058 43100	Professional Services		
6.00	21205058 43100	Professional Services		
2,353.57	21205058 42200	operating Supplies		
122.80	21205058 42200	operating Supplies		
840.86	21205058 42200	operating Supplies		
898.01	21205058 42200	operating Supplies		
59.99	21205058 43100	Professional Services		
-58.76	21205058 42200	operating Supplies		
31.00	21205058 42200	operating Supplies		
73.00	10103011 43100	Professional Services		
64.21	10103011 42200	operating Supplies		
15.92	10103011 42200	operating Supplies		
69.52	10103011 42200	operating Supplies		
4.01	10103011 42200	operating Supplies		
12.00	10103011 42200	operating Supplies		
22.56	10103011 42200	operating Supplies		
12.04	10103011 42200	operating Supplies		
510.25	10103011 42200	operating Supplies		
41.21	10103011 42200	operating Supplies		
30.04	10103011 42200	operating Supplies		
60.00	10103011 42200	operating Supplies		

CASH ACCOUNT: 99900000 10100 APCash

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 01/17/2024 07:52
User: clarkc
Program ID: apcshdsb

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

					45.00	10105011	42200	Operating Supplies				
					129.82	10105011	42200	Operating Supplies				
					124.90	10105011	42200	Operating Supplies				
					60.00	10105011	42200	Operating Supplies				
					60.00	10105011	42200	Operating Supplies				
									CHECK	69489	TOTAL:	1,283.26
69490	01/17/2024	MANL	2452 Regions Bank	83107		1223CC-Fire		12/31/2023	22301249	1223CC		997.00
				175.09	10105015	42200		Operating Supplies				
				12.54	10105015	42200		Operating Supplies				
				29.48	10105015	42200		Operating Supplies				
				45.25	10105015	42200		Operating Supplies				
				188.06	10105015	42200		Operating Supplies				
				546.58	10105015	42200		Operating Supplies				
									CHECK	69490	TOTAL:	997.00
69491	01/17/2024	MANL	2452 Regions Bank	83095		1223CC-BSG		12/31/2023		1223CC		194.48
				33.10	10101012	42200		Operating Supplies				
				47.83	10101012	42200		Operating Supplies				
				-28.95	10101012	42200		Operating Supplies				
				15.99	10101012	42200		Operating Supplies				
				5.35	10101012	42200		Operating Supplies				
				36.33	10101012	42200		Operating Supplies				
				84.83	10101012	42200		Operating Supplies				
									CHECK	69491	TOTAL:	194.48
69492	01/17/2024	MANL	2452 Regions Bank	83096		1223CC-BSG		12/31/2023	22301275	1223CC		4,545.00
				390.00	10101012	43200		Comms And Transportation				
				4,155.00	10101012	43200		Comms And Transportation				
									CHECK	69492	TOTAL:	4,545.00
69493	01/17/2024	MANL	2452 Regions Bank	83098		1223CC-Controller		12/31/2023	22301320	1223CC		607.22
				9.99	10101013	42200		Operating Supplies				
				100.00	10101013	42200		Operating Supplies				
				100.00	10101013	42200		Operating Supplies				
				50.00	10101013	42200		Operating Supplies				
				25.65	10101013	42200		Operating Supplies				
				-100.00	10101013	42200		Operating Supplies				
				-100.00	10101013	42200		Operating Supplies				
				-50.00	10101013	42200		Operating Supplies				
				26.25	10101013	43200		Comms And Transportation				
				294.81	10101013	43200		Comms And Transportation				
				2,232.52	10101017	42200		Operating Supplies				
				-1,200.00	60601013	43200		Comms And Transportation				

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 01/17/2024 07:52
User: clarkc
Program ID: apcshdsb

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

69498 01/17/2024 MANL 2452 Regions Bank

 83104 1223CC-Engineering
 172.99 60604010 43100

 12/31/2023 22301333 1223CC
 Professional Services

172.99

CHECK 69498 TOTAL: 172.99

69499 01/17/2024 MANL 2452 Regions Bank

 83102 1223CC-EconDev
 52.85 10101014 42200
 156.96 10101014 42200
 7.22 10101014 42200
 38.15 10101014 42200
 45.00 10101014 43200

 12/31/2023 1223CC
 Operating Supplies
 Operating Supplies
 Operating Supplies
 Operating Supplies
 Comms And Transportation

300.18

CHECK 69499 TOTAL: 300.18

69500 01/17/2024 MANL 2452 Regions Bank

 83097 1223CC-Clerk
 39.05 10102010 43100
 28.84 10102010 43100

 12/31/2023 1223CC
 Professional Services
 Professional Services

67.89

CHECK 69500 TOTAL: 67.89

NUMBER OF CHECKS 23 *** CASH ACCOUNT TOTAL *** 113,814.77

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	23	113,814.77

*** GRAND TOTAL *** 113,814.77

- Back
- Search
- Browse
- Add
- Update
- Delete
- Email
- Schedule
- Attach
- Change Lines
- Quick Entry
- Group Entry
- PO Inquiry
- View Address
- Journal Info
- Sub Payments
- Credit Contract
- Additional Info
- Notes
- Invoice Audits
- Duplicate
- Void
- Release Invoice
- Update 1099 Box Code
- Suspend Invoice

Invoice Entry [City of Fishers] > Invoice Entry [City of Fishers]

Invoice

Year	2024		
PO		Receiving	
Contract		202 E 71st St	
Vendor *	878	Jennifer C Messer PC	
Address	0		
Terms			
Document *	78525		
Invoice *	CIRDA_1223		
Gross *	10,000.00		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	10,000.00		
Payment method	EFT		
Check/Wire			
Description	December 2023 CIRDA		
Status	Pending Approval	Department	1011
Voucher	83258	Work order	
Warrant		Work order task	0
Invoice date *	01/17/2024	Allocation	0
Received date *	01/17/2024	Requisition	
Due date *	01/17/2024	Liq method	Line
		☐ Separate check ☐ Include documentation ☒ PA applied ☒ Released	
		Comments Withholding (.00)	

Accounts

Line Items

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount	1099	A	Description	BU
1	E	10123001 OTH .GRCIRD.	55551011	44200			10,000.00	A	N	December 2023 CIRDA	1

- Back
- Search
- Browse
- Add
- Update
- Delete
- Email
- Schedule
- Attach
- Change Lines
- Quick Entry
- Group Entry
- PO Inquiry
- View Address
- Journal Info
- Sub Payments
- Credit Contract
- Additional Info
- Notes
- Invoice Audits
- Duplicate
- Void
- Release Invoice
- Update 1099 Box Code
- Suspend Invoice

Invoice Entry [City of Fishers] > Invoice Entry [City of Fishers]

Invoice

Year	2024		
PO		Receiving	DBA
Contract			HWC Engineering inc
Vendor *	1796	Hannum, Wagle & Cline Engineering	601 South 3rd Street
Address	0		
Terms			
			Terre Haute IN 47807
Document *	78327		
Invoice *	2023-216-SX		
Gross *	50,000.00		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	50,000.00		
Payment method	EFT		
Check/Wire			
Description	CIRDA-READI 2.0 Planning Services		
Status	Pending Approval	Department	1011
Voucher	82873	Work order	
Warrant		Work order task	0
		Allocation	0
Invoice date *	11/30/2023	Requisition	
Received date *	01/12/2024	Liq method	Line
Due date *	01/12/2024		
		☐ Separate check	
		☐ Include documentation	
		☐ PA applied	
		☒ Released	
		Comments	
		Withholding (.00)	

Accounts

Line Items

Line	Org	Object	Proj	PO	Inv amount	1099	A	Description	Bud	Work order	WO task
1	55550000	43100			50,000.00		N	CIRDA-READI 2.0 Planning Services	1		

Invoice Entry [City of Fishers] > Invoice Entry [City of Fishers]

Contract		0200 W 800 N
Vendor *	3664 ... Town of McCordsville	
Address	0 ...	
Terms		
		McCordsville IN 46055
Document *	78587	
Invoice *	READI_002	
Gross *	627,912.36	
Discount date		
Discount %	.000	
Net amount	627,912.36	
Payment method	EFT	
Check/Wire		
Description	READI Disbursement 2	
Status	Pending Approval	Department 1011 ...
Voucher	83325	Work order ...
Warrant		Work order task 0 ...
Invoice date *	11/30/2023	Allocation 0 ...
Received date *	01/19/2024	Requisition
Due date *	01/19/2024	Liq method Line
Disc basis	.00	
Disc amt	.00	

☐ Separate cl
☐ Include doc
☐ PA applied
☒ Released

[Comment](#)
[Withhold](#)

Accounts Line Items

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
235	01/18/2024	EFT	3097 Southeastern Indiana	83252	HOD 011624	01/16/2024		11824H	580.11
				580.11	70400000 43100	Professional Services			
				83288	0000052800	11/01/2023	22301356	11824H	862,695.39
				516,142.54	10101013 41400	Self-Funded Insurance			
				58,987.72	20109011 41400	Self-Funded Insurance			
				32,934.81	21205058 41400	Self-Funded Insurance			
				154,842.76	60601013 41400	Self-Funded Insurance			
				99,787.56	62601013 41400	Self-Funded Insurance			
				83289	0000053402	12/01/2023	22301356	11824H	885,663.10
				529,883.91	10101013 41400	Self-Funded Insurance			
				60,558.16	20109011 41400	Self-Funded Insurance			
				33,811.64	21205058 41400	Self-Funded Insurance			
				158,965.17	60601013 41400	Self-Funded Insurance			
				102,444.22	62601013 41400	Self-Funded Insurance			
						CHECK	235	TOTAL:	1,748,938.60
NUMBER OF CHECKS						1	*** CASH ACCOUNT TOTAL ***		1,748,938.60
TOTAL EFT'S						COUNT	AMOUNT		
						1	1,748,938.60		
						*** GRAND TOTAL ***			1,748,938.60

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324H 01/19/2024
DUE DATE: 01/19/2024

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	02/14/2024	EHS-001343		78465	83195	
ACCOUNT DETAIL							LINE AMOUNT				
1	70400000 43100		EHF	PROSERVICE			39,727.76				
								39,727.76			
							CHECK TOTAL	39,727.76			
1	INVOICES	WARRANT TOTAL					39,727.76	39,727.76			
CASH ACCOUNT BALANCE								-6,246,831.10			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
283	3M Company	0000		EFT	02/04/2024	9426573003		78515	83247		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		790.48					
							790.48				
						CHECK TOTAL	790.48				
3216	4Imprint, Inc.	0000	22301003	EFT	01/08/2024	11822145		78394	83120		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		2,531.39					
							2,531.39				
						CHECK TOTAL	2,531.39				
2299	539 Apparel LLC	0000		EFT	01/13/2024	1005497		77746	82208		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		278.00					
							278.00				
2299	539 Apparel LLC	0000		EFT	01/13/2024	1005498		77747	82209		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		449.94					
							449.94				
2299	539 Apparel LLC	0000		EFT	01/13/2024	1005385		77820	82287		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		207.58					
							207.58				
						CHECK TOTAL	935.52				
4403	A Short Notice LLC	0000		EFT	11/11/2023	13598		77900	82373		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,005.00					
							1,005.00				
4403	A Short Notice LLC	0000		EFT	11/09/2023	12830		78442	83170		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		150.00					
							150.00				
4403	A Short Notice LLC	0000		EFT	11/06/2023	13569		78443	83171		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,200.00					
							1,200.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4403	A Short Notice LLC	0000		EFT	11/06/2023	13567		78444	83172		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		410.00					
							410.00				
4403	A Short Notice LLC	0000		EFT	11/11/2023	13597		78445	83173		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		750.00					
							750.00				
4403	A Short Notice LLC	0000		EFT	11/06/2023	13568		78446	83174		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		120.00					
							120.00				
4403	A Short Notice LLC	0000		EFT	11/04/2023	13561		78447	83175		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		600.00					
							600.00				
						CHECK TOTAL	4,235.00				
68	A&F Engineering Co LL	0000	22301203	EFT	10/12/2023	18157		77712	82174		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		6,200.00					
							6,200.00				
						CHECK TOTAL	6,200.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/04/2024	617893		78641	83382		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		35.00					
							35.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/03/2024	617838		78642	83383		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		35.00					
							35.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618201		78643	83384		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618208		78644	83385		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618215		78646	83387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618191		78647	83388		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		235.00					
							235.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618233		78649	83390		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618198		78650	83391		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		75.00					
							75.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618250		78654	83395		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/10/2024	618324		78657	83398		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/10/2024	618325		78658	83399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/12/2024	618664		78670	83411		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000	22400085	EFT	02/10/2024	618311		78671	83412		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/08/2024	618152		78672	83413		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		50.00					
							50.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/10/2024	618334		78673	83414		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/10/2024	618295		78675	83416		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00					
							60.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/09/2024	618243		78676	83417		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/12/2024	618660		78677	83418		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000	22400085	EFT	02/12/2024	618662		78678	83419		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00					
							40.00				
						CHECK TOTAL	1,130.00				
62	Accent Coatings LLC	0000	22300976	EFT	01/25/2024	3692		77783	82245		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		5,950.00					
							5,950.00				
						CHECK TOTAL	5,950.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
179	Advanced Turf Solutio	0000	22400077	EFT	03/03/2024	SO1148502		78583	83321		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		3,228.12					
	2 20106100 42200		MVHIC	OPERSUP		111.00					
							3,339.12				
						CHECK TOTAL	3,339.12				
2826	AHEAD Inc	0000		EFT	02/14/2024	BD0097441		78448	83176		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		14.60					
							14.60				
						CHECK TOTAL	14.60				
124	Airgas, Inc.	0000		EFT	01/27/2024	9145463403		77879	82350		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		41.10					
							41.10				
124	Airgas, Inc.	0000		EFT	01/03/2024	9144728672		77913	82389		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		42.79					
							42.79				
124	Airgas, Inc.	0000		EFT	01/03/2024	9144728673		77914	82390		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		49.97					
							49.97				
124	Airgas, Inc.	0000		EFT	01/03/2024	9144728674		77915	82391		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		41.10					
							41.10				
124	Airgas, Inc.	0000		EFT	02/03/2024	9145652944		78484	83215		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		48.28					
							48.28				
124	Airgas, Inc.	0000		EFT	02/07/2024	9145743328		78485	83216		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		41.10					
							41.10				
						CHECK TOTAL	264.34				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2603	Almost Home Kennel LL	0000		EFT	01/04/2024	34741		77688	82149	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 43100		GenPatrol	PROSERVICE			140.00			
2603	Almost Home Kennel LL	0000		EFT	12/30/2023	34740	140.00	77690	82151	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 43100		GenPatrol	PROSERVICE			245.00			
						CHECK TOTAL	245.00			
							385.00			
90	Amazon Web Services L	0000	22300926	EFT	02/01/2024	1546039577		78047	82536	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			3,792.09			
	2 60606050 43100		SewIT	PROSERVICE			474.01			
	3 62606050 43100		SWIT	PROSERVICE			474.01			
						CHECK TOTAL	4,740.11			
							4,740.11			
808	Amazon.com LLC	0000		EFT	01/19/2024	1M9K-9KLJ-1TK7		77513	81969	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP			55.75			
808	Amazon.com LLC	0000		EFT	01/04/2024	1JL9-94DQ-CC6H	55.75	77532	81990	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			21.96			
808	Amazon.com LLC	0000		EFT	01/09/2024	1QRD-VGM4-PLMY	21.96	77540	81999	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP			-15.42			
808	Amazon.com LLC	0000		EFT	12/29/2023	1XQM-DLM1-7RT1	-15.42	77547	82006	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			405.89			
808	Amazon.com LLC	0000		EFT	01/04/2024	13CN-LY9K-G6Y1	405.89	77549	82008	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			134.01			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	01/20/2024	1XHR-CCP1-1DK3	134.01	77550	82009	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,233.84				
808	Amazon.com LLC	0000		EFT	12/28/2023	13KC-FLRN-LWN1	1,233.84	77552	82011	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		209.00				
808	Amazon.com LLC	0000		EFT	01/09/2024	13KP-FLHM-VDMH	209.00	77554	82013	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		152.87				
808	Amazon.com LLC	0000		EFT	01/09/2024	173F-RPCN-Q74D	152.87	77556	82015	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		45.99				
808	Amazon.com LLC	0000		EFT	01/18/2024	1PFC-CT7D-D34Q	45.99	77607	82067	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		45.07				
808	Amazon.com LLC	0000		EFT	01/16/2024	1PTW-VYJQ-Q1HC	45.07	77610	82070	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		111.96				
808	Amazon.com LLC	0000		EFT	01/19/2024	17F9-HGFV-JGPM	111.96	77611	82071	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		35.65				
808	Amazon.com LLC	0000		EFT	01/27/2024	161W-W79D-D3R7	35.65	77612	82072	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		14.99				
808	Amazon.com LLC	0000		EFT	01/02/2024	19XP-MVRW-1NGH	14.99	77633	82093	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		13.98				
							13.98			

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WARRANT: 12324 01/22/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	02/01/2024	1KG7-D9KR-3QK7		77707	82169		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		146.02	146.02				
808	Amazon.com LLC	0000		EFT	02/02/2024	1CGJ-HCDX-4KPX		77744	82206		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		45.98	45.98				
808	Amazon.com LLC	0000		EFT	01/17/2024	1Y4J-7WLX-TLNQ		77790	82252		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		688.69	688.69				
808	Amazon.com LLC	0000		EFT	01/19/2024	1111-K4LR-1HKL		77792	82255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		20.94	20.94				
808	Amazon.com LLC	0000		EFT	02/03/2024	13KD-XTFF-3QCP		77809	82276		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 42200		GenContr	OPERSUP		17.96	17.96				
808	Amazon.com LLC	0000		EFT	02/02/2024	1GJX-JQJ3-36LW		77822	82289		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		149.00	149.00				
808	Amazon.com LLC	0000		EFT	02/03/2024	1JG1-JHPW-4K96		77823	82290		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		20.47	20.47				
808	Amazon.com LLC	0000		EFT	02/03/2024	1W1Q-VFP7-1K3C		77824	82291		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		210.95	210.95				
808	Amazon.com LLC	0000		EFT	01/21/2024	1F9P-M1WX-DNLF		77826	82295		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		59.95	59.95				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000	22301220	EFT	01/28/2024	1L3F-9KPW-KJHL		77841	82310		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		130.73	130.73				
808	Amazon.com LLC	0000	22301220	EFT	01/26/2024	1FJX-CW6T-VWMN		77842	82311		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		42.99	42.99				
808	Amazon.com LLC	0000	22301220	EFT	01/27/2024	196W-RYRT-7R1R		77843	82312		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		272.18	272.18				
808	Amazon.com LLC	0000	22301220	EFT	01/27/2024	1H6L-NFJL-DTDR		77844	82313		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		110.48	110.48				
808	Amazon.com LLC	0000	22301220	EFT	01/26/2024	1F7W-CFLG-3HMH		77859	82330		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		7.99	7.99				
808	Amazon.com LLC	0000		EFT	02/06/2024	1CCH-MJ14-KJP9		77899	82372		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		20.75	20.75				
808	Amazon.com LLC	0000		EFT	02/06/2024	1HYW-3GL3-KV61		77989	82470		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		1,224.68	1,224.68				
808	Amazon.com LLC	0000		EFT	02/05/2024	1M34-QFGN-DJGD		77990	82471		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		1,847.94	1,847.94				
808	Amazon.com LLC	0000		EFT	02/04/2024	13KD-XTFF-C71D		77994	82475		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		65.98	65.98				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22301220	EFT	02/07/2024	1JXL-HWN6-3KGP		77999	82480	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		12.14				
							12.14			
808	Amazon.com LLC	0000	22301220	EFT	02/07/2024	1K39-C63X-3H4X		78000	82481	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		78.20				
							78.20			
808	Amazon.com LLC	0000	22301220	EFT	02/07/2024	1MYH-RL44-Q6Y7		78001	82482	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		29.94				
							29.94			
808	Amazon.com LLC	0000	22301220	EFT	02/07/2024	1T37-L4LH-P4XW		78002	82483	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		6.74				
							6.74			
808	Amazon.com LLC	0000	22301220	EFT	02/07/2024	1XXV-FDQJ-NMLK		78003	82484	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		10.99				
							10.99			
808	Amazon.com LLC	0000	22301220	EFT	02/07/2024	16HL-D9RY-366R		78005	82486	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		76.60				
							76.60			
808	Amazon.com LLC	0000		EFT	02/08/2024	1JCG-TKKP-691G		78010	82491	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		126.09				
							126.09			
808	Amazon.com LLC	0000	22300491	EFT	01/24/2024	1FVR-RWX1-L76G		78035	82525	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		39.98				
	2 10106050 42200		GenIT	OPERSUP		327.95				
	3 10106050 42200		GenIT	OPERSUP		127.37				
	4 10106050 42200		GenIT	OPERSUP		428.85				
	5 10106050 42200		GenIT	OPERSUP		248.13				
	6 21206050 42200		HDFIT	OPERSUP		239.97				
	7 10106050 42200		GenIT	OPERSUP		88.91				
	8 10106050 42200		GenIT	OPERSUP		51.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22300491	EFT	02/07/2024	1XXV-FDQJ-N6NT	1,552.34	78062	82551	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			106.95			
	2 10106050 42200		GenIT	OPERSUP			128.90			
	3 62606050 42200		SWIT	OPERSUP			0.00			
	4 21205058 42200		CHD	OPERSUP			447.00			
							682.85			
808	Amazon.com LLC	0000		EFT	02/09/2024	1RM3-HNRQ-GFXF		78087	82576	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP			41.37			
							41.37			
808	Amazon.com LLC	0000		EFT	02/02/2024	1RRV-M6MW-1QV3		78184	82677	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			82.52			
							82.52			
808	Amazon.com LLC	0000		EFT	01/19/2024	1111-K4LR-1HKL		78208	82702	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			20.94			
							20.94			
808	Amazon.com LLC	0000		EFT	01/17/2024	1Y4J-7WLX-TLNQ		78209	82703	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			688.69			
							688.69			
808	Amazon.com LLC	0000		EFT	02/03/2024	16GX-YLGD-F3G9		78213	82707	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			649.80			
	2 10108013 42200		GenInvstgt	OPERSUP			256.34			
							906.14			
808	Amazon.com LLC	0000		EFT	02/08/2024	17R1-LP7J-9D3X		78215	82709	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			5.99			
							5.99			
808	Amazon.com LLC	0000		EFT	02/10/2024	19YT-R4X1-M3VM		78249	82765	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			499.75			
							499.75			

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	02/09/2024	1RM3-HNRQ-G7YH		78252	82797	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		831.51	831.51			
808	Amazon.com LLC	0000		EFT	02/09/2024	1FLJ-GR7N-K6GQ		78254	82799	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		99.94	99.94			
808	Amazon.com LLC	0000		EFT	02/10/2024	16PR-TPPV-P6CC		78255	82800	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		106.98				
	2 10108013 42200		GenInvstgt	OPERSUP		404.25	511.23			
808	Amazon.com LLC	0000		EFT	02/10/2024	17R1-LP7J-FQ9X		78256	82801	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		-59.97	-59.97			
808	Amazon.com LLC	0000		EFT	02/10/2024	1HRL-WX4D-FNX7		78257	82802	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		-59.97	-59.97			
808	Amazon.com LLC	0000	22301220	EFT	02/09/2024	11QH-CCMK-DHJR		78298	82844	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		36.51	36.51			
808	Amazon.com LLC	0000		EFT	02/09/2024	1FY1-1K6X-JQKG		78395	83121	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 42200		GRTSHD	OPERSUP		508.87	508.87			
808	Amazon.com LLC	0000		EFT	02/09/2024	1G3Y-TYCY-KKDH		78456	83186	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		143.80	143.80			
808	Amazon.com LLC	0000		EFT	02/11/2024	1JGR-3MM1-W6K9		78469	83200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		22.50	22.50			

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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	02/11/2024	17XN-9HR1-TGDG		78470	83201	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		543.30	543.30			
808	Amazon.com LLC	0000		EFT	02/14/2024	1PDM-YD9R-FPCX		78475	83206	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		319.98	319.98			
808	Amazon.com LLC	0000		EFT	02/14/2024	1DPH-CJLC-FJHN		78476	83207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		581.08	581.08			
808	Amazon.com LLC	0000		EFT	02/13/2024	13GL-1J7V-4FHQ		78482	83213	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		10.99	10.99			
808	Amazon.com LLC	0000		EFT	02/13/2024	1NHM-PF9Y-3Y4P		78483	83214	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		93.44	93.44			
808	Amazon.com LLC	0000		EFT	02/10/2024	1FTH-L7V1-PMF1		78486	83217	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		41.78	41.78			
808	Amazon.com LLC	0000		EFT	02/11/2024	1JYQ-XTDT-TL9C		78489	83220	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		518.40	518.40			
808	Amazon.com LLC	0000		EFT	02/10/2024	1K6X-KPJ1-PL6L		78490	83221	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		65.43	65.43			
808	Amazon.com LLC	0000		EFT	02/14/2024	1QT7-XHM9-DX46		78491	83222	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		46.97	46.97			

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	02/14/2024	1WG7-DN1Y-J9DF		78492	83223	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		179.90	179.90			
808	Amazon.com LLC	0000		EFT	02/09/2024	1G6R-3L3V-DPXY		78505	83236	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 42200		PZDON	OPERSUP		75.47	75.47			
808	Amazon.com LLC	0000	22301220	EFT	12/24/2023	1CTY-PCJ3-4TQ7		78518	83250	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		1,237.58	1,237.58			
808	Amazon.com LLC	0000	22301220	EFT	12/24/2023	1DLK-JW4R-1JQJ		78519	83251	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		124.54	124.54			
808	Amazon.com LLC	0000	22301220	EFT	12/26/2023	1GMR-GYKL-T6R4		78522	83254	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		219.66	219.66			
808	Amazon.com LLC	0000	22301220	EFT	12/26/2023	1H9K-RCRH-13X1		78524	83257	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		232.40	232.40			
808	Amazon.com LLC	0000	22301220	EFT	02/11/2024	1PQ3-GKNN-T74Q		78526	83259	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		144.99	144.99			
808	Amazon.com LLC	0000	22301220	EFT	12/23/2023	1VLG-6XK7-V9WM		78527	83260	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		1,656.93	1,656.93			
808	Amazon.com LLC	0000	22301220	EFT	02/13/2024	1WTH-H3DX-7FPP		78528	83261	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		312.44	312.44			

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CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC		0000	22301220	EFT	02/15/2024	19FG-VTCY-K4MJ		78529	83262	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP			85.45			
								85.45			
808	Amazon.com LLC		0000		EFT	02/17/2024	1RJL-LNK4-X39M		78565	83300	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27155058 42200		HDVFC	OPERSUP			69.00			
								69.00			
808	Amazon.com LLC		0000		EFT	01/11/2024	1KFQ-K1JV-7MXL		78569	83305	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101013 42200		GenContr	OPERSUP			30.00			
								30.00			
808	Amazon.com LLC		0000		EFT	02/16/2024	1X4H-FTP9-QN1G		78578	83314	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP			29.87			
	2	10102010 42200		GenClerk	OPERSUP			29.87			
	3	21205058 42200		CHD	OPERSUP			29.87			
	4	10101013 42200		GenContr	OPERSUP			59.71			
								149.32			
808	Amazon.com LLC		0000	22301350	EFT	02/11/2024	1NM3-XL9M-TPKG		78582	83320	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21205058 42200		CHD	OPERSUP			130.70			
								130.70			
808	Amazon.com LLC		0000		EFT	01/18/2024	17D6-D3T3-C444		78593	83331	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 42200		GenPR	OPERSUP			16.48			
								16.48			
808	Amazon.com LLC		0000		EFT	01/20/2024	11M7-Q7X6-4DYM		78597	83335	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP			49.98			
								49.98			
808	Amazon.com LLC		0000		EFT	01/08/2024	1VYH-XR6P-LHT4		78600	83338	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP			173.99			
								173.99			
808	Amazon.com LLC		0000		EFT	01/13/2024	1VPF-3M9W-16KF		78608	83347	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP			202.86			

Report generated: 01/22/2024 08:07:56
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	02/02/2024	19F1-GC43-3W9L	202.86	78619	83360		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP			20.94				
808	Amazon.com LLC	0000		EFT	02/10/2024	1FGQ-KGK7-PX63	20.94	78620	83361		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP			15.20				
808	Amazon.com LLC	0000		EFT	02/08/2024	199X-43F9-7DQD	15.20	78626	83367		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP			29.35				
808	Amazon.com LLC	0000		EFT	02/07/2024	1M34-QFGN-NNQQ	29.35	78639	83380		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP			44.22				
						CHECK TOTAL	44.22				
							21,827.70				
808	Amazon.com LLC	0000	22201233	EFT	01/27/2024	1LPL-WWRD-7XHY		77537	81996		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 42200		SewEng	OPERSUP			14.67				
	2 62604010 42200		SWEng	OPERSUP			26.27				
						CHECK TOTAL	40.94				
							40.94				
808	Amazon.com LLC	0000	22201233	EFT	07/27/2024	196W-RYRT-7YXP		77541	82000		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 42200		SewEng	OPERSUP			7.09				
	2 62604010 42200		SWEng	OPERSUP			12.70				
						CHECK TOTAL	19.79				
							19.79				
808	Amazon.com LLC	0000	22201233	EFT	02/04/2024	1VV9-V4J7-7YNT		77827	82294		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 42200		SewEng	OPERSUP			23.36				
	2 62604010 42200		SWEng	OPERSUP			41.86				
							65.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	65.22			
808	Amazon.com LLC	0000	22201233	EFT	02/09/2024	1FY1-1K6X-DXHQ		78210	82704	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		4.55				
	2 62604010 42200		SWEng	OPERSUP		8.16				
							12.71			
						CHECK TOTAL	12.71			
808	Amazon.com LLC	0000	22201233	EFT	02/10/2024	16PR-TPPV-QR13		78510	83241	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		2.50				
	2 62604010 42200		SWEng	OPERSUP		4.49				
							6.99			
						CHECK TOTAL	6.99			
808	Amazon.com LLC	0000	22201233	EFT	02/11/2024	17XN-9HR1-WFT9		78511	83242	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		14.32				
	2 62604010 42200		SWEng	OPERSUP		25.67				
							39.99			
						CHECK TOTAL	39.99			
228	American Eagle Equipm	0000	22301217	EFT	04/09/2023	12079		77482	81812	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		487.96				
							487.96			
228	American Eagle Equipm	0000	22400013	EFT	01/04/2024	12666		77573	82033	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		5,736.75				
							5,736.75			
						CHECK TOTAL	6,224.71			
468	American Pump Repair	0000	22301299	EFT	12/15/2023	78880		77720	82181	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		8,295.00				
							8,295.00			
						CHECK TOTAL	8,295.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4401	American School Healt	0000		EFT	01/13/2024	2191		77538	81997	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43200		GRTSHD	COMMTRANS			165.00			
							165.00			
4401	American School Healt	0000		EFT	01/13/2024	2190		77539	81998	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43200		GRTSHD	COMMTRANS			165.00			
							165.00			
						CHECK TOTAL	330.00			
36	American United Life	0000		INV	01/29/2024	20231201AR01		78628	83369	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100		GenHR	PROSERVICE			1,180.53			
							1,180.53			
						CHECK TOTAL	1,180.53			
817	AMS Mechanical Servic	0000	22201208	EFT	02/11/2024	1366199		78273	82816	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			465.21			
							465.21			
						CHECK TOTAL	465.21			
2938	Amy Payne	0000		EFT	12/19/2023	12192023		78630	83371	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE			1,450.00			
							1,450.00			
						CHECK TOTAL	1,450.00			
4418	Anteria Gross	0000		INV	01/23/2024	78101		78101	82591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	79.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
393	Applied Concepts, Inc		0000	22301166	EFT	02/07/2024	431315		77942	82418	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108011 42200		GenPDAdmin	OPERSUP		2,599.00				
	2	10108015 42200		GenPDSpprt	OPERSUP		22.50				
								2,621.50			
							CHECK TOTAL	2,621.50			
411	AramSCO, Inc.		0000		EFT	10/29/2023	S6044476.001		78258	82803	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108012 42200		GenPatrol	OPERSUP		300.85				
								300.85			
411	AramSCO, Inc.		0000		EFT	11/01/2023	S6044476.002		78259	82804	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108012 42200		GenPatrol	OPERSUP		611.10				
								611.10			
411	AramSCO, Inc.		0000		EFT	08/30/2023	S5951375.001		78261	82806	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108012 42200		GenPatrol	OPERSUP		552.52				
								552.52			
411	AramSCO, Inc.		0000		EFT	09/13/2023	S5809285.005		78263	82808	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108012 42200		GenPatrol	OPERSUP		343.38				
								343.38			
							CHECK TOTAL	1,807.85			
4286	Audrey Douglass		0000		INV	01/23/2024	122123		77515	81971	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21205058 43200		CHD	COMMTRANS		69.76				
								69.76			
							CHECK TOTAL	69.76			
670	Bardach Awards, Inc.		0000		EFT	02/12/2024	327920		78638	83379	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE		38.95				
								38.95			
							CHECK TOTAL	38.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1144	Barnes & Thornburg, L	0000		EFT	12/18/2023	3192287		78574	83303		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		7,510.00					
							7,510.00				
						CHECK TOTAL	7,510.00				
717	Beam, Longest and Nef	0000	22300182	EFT	01/14/2024	76164		78430	83152		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27054010 44920		GRNTEng	CAPEXP		384.00					
	2 20204010 44200		LRS - ENG	INFRSTR		96.00					
							480.00				
						CHECK TOTAL	480.00				
2460	Beaver Gravel Corpora	0000		EFT	01/07/2024	G1388492		77563	82022		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,050.00					
							1,050.00				
2460	Beaver Gravel Corpora	0000		EFT	01/12/2024	G1388810		77797	82261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		320.00					
							320.00				
2460	Beaver Gravel Corpora	0000		EFT	01/13/2024	G1388882		77798	82262		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		160.00					
							160.00				
2460	Beaver Gravel Corpora	0000		EFT	01/14/2024	G1389000		77800	82264		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		320.00					
							320.00				
2460	Beaver Gravel Corpora	0000		EFT	01/17/2024	G1389091		77803	82267		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		160.00					
							160.00				
2460	Beaver Gravel Corpora	0000		EFT	01/10/2024	G1388605		77806	82272		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		160.00					
							160.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora	0000		EFT	01/18/2024	G1389132		77821	82288	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		480.00				
							480.00			
						CHECK TOTAL	2,650.00			
2764	BEC Enterprises LLC	0000	22301218	EFT	02/02/2024	SO25765		78499	83230	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE		9,184.92				
							9,184.92			
						CHECK TOTAL	9,184.92			
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41388		77702	82164	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		232.00				
							232.00			
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41389		77703	82165	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		203.00				
							203.00			
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41390		77704	82166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		225.00				
							225.00			
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41391		77706	82168	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		155.00				
							155.00			
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41392		77708	82170	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		155.00				
							155.00			
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41393		77709	82171	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		155.00				
							155.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
786	Bicycle Garage of Ind	0000	22300741	EFT	02/01/2024	41394		77710	82172		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		218.00					
						218.00					
						CHECK TOTAL	1,343.00				
540	Bio Chem, Incorporate	0000	22300657	EFT	01/18/2024	24841		77694	82155		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			19,602.40					
						19,602.40					
						CHECK TOTAL	19,602.40				
608	BL Anderson Co., Inc.	0000		EFT	01/20/2024	030438		77717	82178		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			994.19					
						994.19					
608	BL Anderson Co., Inc.	0000		EFT	12/31/2023	001142		77718	82179		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			-588.27					
						-588.27					
						CHECK TOTAL	405.92				
2465	Blue Grass Farms Inc	0000	22400096	EFT	11/25/2023	179816		78629	83370		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		5,004.00					
						5,004.00					
						CHECK TOTAL	5,004.00				
725	Bose, McKinney & Evan	0000		EFT	01/08/2024	870026		78581	83318		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		1,190.00					
						1,190.00					
725	Bose, McKinney & Evan	0000		EFT	11/06/2023	865234A		78645	83386		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		1,455.54					
						1,455.54					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
725	Bose, McKinney & Evan			0000		EFT	07/10/2023	856159		78651	83392	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101011 43101				GenMayorOf	LGLSVCS		1,208.50				
									1,208.50			
725	Bose, McKinney & Evan			0000		EFT	08/15/2023	859426		78652	83393	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101011 43101				GenMayorOf	LGLSVCS		6,822.50				
									6,822.50			
725	Bose, McKinney & Evan			0000		EFT	09/13/2023	861411		78655	83396	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101011 43101				GenMayorOf	LGLSVCS		2,944.00				
									2,944.00			
725	Bose, McKinney & Evan			0000		EFT	01/09/2024	870157		78656	83397	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101011 43101				GenMayorOf	LGLSVCS		571.50				
									571.50			
								CHECK TOTAL	14,192.04			
373	Bound Tree Medical, L			0000		EFT	01/05/2024	85176681		77615	82075	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10105012 42200				GenEMS	OPERSUP		1,912.98				
									1,912.98			
373	Bound Tree Medical, L			0000		EFT	01/05/2024	85176682		77616	82076	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10105012 42200				GenEMS	OPERSUP		972.63				
									972.63			
373	Bound Tree Medical, L			0000		EFT	01/06/2024	85178187		77617	82077	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10105012 42200				GenEMS	OPERSUP		1,769.97				
									1,769.97			
373	Bound Tree Medical, L			0000		EFT	01/06/2024	85178188		77618	82078	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10105012 42200				GenEMS	OPERSUP		1,179.98				
									1,179.98			
373	Bound Tree Medical, L			0000		EFT	01/06/2024	85178189		77635	82096	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10105012 42200				GenEMS	OPERSUP		149.99				
									149.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L		0000		EFT	01/07/2024	85179255		77637	82097	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		5.59	5.59			
373	Bound Tree Medical, L		0000		EFT	01/07/2024	85179256		77638	82099	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,755.68	1,755.68			
373	Bound Tree Medical, L		0000		EFT	01/07/2024	85179257		77640	82100	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,335.95	1,335.95			
373	Bound Tree Medical, L		0000		EFT	01/07/2024	85179258		77642	82102	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,601.91	1,601.91			
373	Bound Tree Medical, L		0000		EFT	01/11/2024	85182795		77643	82103	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		199.69	199.69			
373	Bound Tree Medical, L		0000		EFT	01/12/2024	85184492		77644	82104	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		51.80	51.80			
373	Bound Tree Medical, L		0000		EFT	01/13/2024	85186111		77646	82107	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		39.98	39.98			
373	Bound Tree Medical, L		0000		EFT	01/14/2024	85187586		77647	82108	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,621.63	1,621.63			
373	Bound Tree Medical, L		0000		EFT	01/14/2024	85187587		77649	82110	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,621.63	1,621.63			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	01/14/2024	85187588		77650	82111	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,169.99				
							1,169.99			
373	Bound Tree Medical, L	0000		EFT	01/17/2024	85189150		77652	82113	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		619.96				
							619.96			
373	Bound Tree Medical, L	0000		EFT	01/19/2024	85192302		77656	82117	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,386.88				
							1,386.88			
373	Bound Tree Medical, L	0000		EFT	02/01/2024	85202522		77880	82351	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,273.31				
							1,273.31			
373	Bound Tree Medical, L	0000		EFT	02/02/2024	85203628		77881	82352	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,422.61				
							1,422.61			
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85158192		77917	82393	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		159.98				
							159.98			
373	Bound Tree Medical, L	0000		EFT	01/28/2024	85200867		77918	82394	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,294.09				
							1,294.09			
373	Bound Tree Medical, L	0000		EFT	01/28/2024	85200868		77920	82396	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,620.97				
							1,620.97			
373	Bound Tree Medical, L	0000		EFT	01/23/2024	70292132		77921	82397	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		-87.12				
							-87.12			

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Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	01/23/2024	70344388		77923	82399		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		-124.45					
							-124.45				
373	Bound Tree Medical, L	0000		EFT	02/07/2024	85209008		78493	83224		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,935.10					
							1,935.10				
373	Bound Tree Medical, L	0000		EFT	02/08/2024	85210926		78494	83225		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		533.76					
							533.76				
373	Bound Tree Medical, L	0000		EFT	02/08/2024	85210927		78495	83226		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		556.19					
							556.19				
373	Bound Tree Medical, L	0000		EFT	02/10/2024	85214178		78496	83227		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		42.99					
							42.99				
373	Bound Tree Medical, L	0000		EFT	02/09/2024	85212426		78601	83339		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,489.64					
							1,489.64				
						CHECK TOTAL	27,513.31				
4281	Braden Krick	0000		INV	02/08/2024	B Krick 1.9.24		78173	82666		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43200		SWPWWater	COMMTTRANS		36.13					
							36.13				
						CHECK TOTAL	36.13				
1507	Lisa Bradford	0000		INV	01/16/2024	1524Court		77836	82305		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102100 42200		GenCourt	OPERSUP		50.00					
							50.00				
						CHECK TOTAL	50.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4038	Brain Performance LLC	0000		EFT	12/31/2023	1365		77671	82132	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		900.00				
							900.00			
4038	Brain Performance LLC	0000		EFT	12/31/2023	1366		77672	82133	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		1,750.00				
							1,750.00			
4038	Brain Performance LLC	0000		EFT	12/01/2023	1339		77698	82160	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		750.00				
							750.00			
4038	Brain Performance LLC	0000		EFT	01/28/2024	1380		77699	82161	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		375.00				
							375.00			
4038	Brain Performance LLC	0000		EFT	02/11/2024	1390		78457	83187	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		250.00				
							250.00			
						CHECK TOTAL	4,025.00			
632	Brehob Corporation	0000		EFT	01/14/2024	225160		77722	82183	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		956.00				
							956.00			
632	Brehob Corporation	0000	22300171	EFT	01/25/2024	225628		77754	82215	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		24,488.68				
							24,488.68			
						CHECK TOTAL	25,444.68			
4420	Brian F. Smith	0000		INV	01/23/2024	78103		78103	82593	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			
						CHECK TOTAL	79.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4283	Briggs Gonzalez	0000		INV	01/23/2024	12723		78393	83118		
ACCOUNT DETAIL					LINE AMOUNT						
1	21205058 43200		CHD	COMMTRANS			46.75				
					CHECK TOTAL		46.75				
							46.75				
							46.75				
618	Broadcast Music Inc	0000		EFT	02/01/2024	51421331		77998	82479		
ACCOUNT DETAIL					LINE AMOUNT						
1	10107010 43100		GenParks	PROSERVICE			866.00				
					CHECK TOTAL		866.00				
							866.00				
							866.00				
706	Brownells Inc	0000		EFT	02/07/2024	2024410894096		77896	82369		
ACCOUNT DETAIL					LINE AMOUNT						
1	10108015 42200		GenPDSpprt	OPERSUP			368.65				
					CHECK TOTAL		368.65				
							368.65				
							368.65				
567	Buckeye Power Sales C	0000	22301200	EFT	01/13/2024	PSV353063		77723	82185		
ACCOUNT DETAIL					LINE AMOUNT						
1	60609014 43100		SewPWWater	PROSERVICE			170.00				
							170.00				
567	Buckeye Power Sales C	0000	22301200	EFT	01/17/2024	PSV353350		77724	82186		
ACCOUNT DETAIL					LINE AMOUNT						
1	60609014 43100		SewPWWater	PROSERVICE			35.00				
2	60609014 43100		SewPWWater	PROSERVICE			155.00				
							190.00				
567	Buckeye Power Sales C	0000	22300651	EFT	01/17/2024	PSV353351		77726	82188		
ACCOUNT DETAIL					LINE AMOUNT						
1	60609014 43100		SewPWWater	PROSERVICE			270.00				
							270.00				
567	Buckeye Power Sales C	0000	22300651	EFT	01/17/2024	PSV353352		77729	82191		
ACCOUNT DETAIL					LINE AMOUNT						
1	60609014 43100		SewPWWater	PROSERVICE			250.00				
							250.00				
567	Buckeye Power Sales C	0000	22300651	EFT	01/18/2024	PSV353565		77730	82192		
ACCOUNT DETAIL					LINE AMOUNT						
1	60609014 43100		SewPWWater	PROSERVICE			190.00				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22300651	EFT	01/18/2024	PSV353566	190.00	77731	82193	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			450.00				
567	Buckeye Power Sales C	0000	22300651	EFT	01/18/2024	PSV353568	450.00	77732	82194	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
567	Buckeye Power Sales C	0000	22300651	EFT	01/18/2024	PSV353569	170.00	77733	82195	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			150.00				
567	Buckeye Power Sales C	0000	22300651	EFT	01/18/2024	PSV353570	150.00	77734	82196	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00				
567	Buckeye Power Sales C	0000	22300651	EFT	02/15/2024	PSV356747	250.00	78471	83202	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
567	Buckeye Power Sales C	0000	22300651	EFT	02/15/2024	PSV356748	200.00	78472	83203	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
567	Buckeye Power Sales C	0000	22300651	EFT	02/15/2024	PSV356751	170.00	78473	83204	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
567	Buckeye Power Sales C	0000	22300651	EFT	02/15/2024	PSV356752	170.00	78474	83205	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
						CHECK TOTAL	2,830.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
737	Butler, Fairman & Seu	0000		EFT	01/17/2024	102533		77543	82002		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		514.17					
	2 60604010 43100		SewEng	PROSERVICE		514.17					
	3 62604010 43100		SWEng	PROSERVICE		514.16					
							1,542.50				
						CHECK TOTAL	1,542.50				
737	Butler, Fairman & Seu	0000	22301340	EFT	01/19/2024	102643		77768	82230		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 37804010 44920		SR37PRJENGCAPEXP			3,124.28					
							3,124.28				
						CHECK TOTAL	3,124.28				
737	Butler, Fairman & Seu	0000		EFT	02/09/2024	102802		78432	83158		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		808.34					
	2 60604010 43100		SewEng	PROSERVICE		808.33					
	3 62604010 43100		SWEng	PROSERVICE		808.33					
							2,425.00				
						CHECK TOTAL	2,425.00				
2441	BW Construction LLC	0000		EFT	01/30/2024	20230710		77519	81975		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 44391011 43100		ECNDEVMY	PROSERVICE		18,518.00					
							18,518.00				
						CHECK TOTAL	18,518.00				
4415	Byron & Kelly Kimmerl	0000		INV	01/23/2024	78098		78098	82588		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
							39.79				
						CHECK TOTAL	39.79				
2424	CallTower Inc	0000	22301298	EFT	02/15/2024	201768289		78053	82542		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		752.06					
							752.06				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	752.06			
703	CDW Government, Inc.	0000		EFT	01/17/2024	NQ37533		78030	82517	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			1,111.00			
							1,111.00			
703	CDW Government, Inc.	0000	22300866	EFT	01/17/2024	NQ46228		78031	82518	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			1,733.88			
							1,733.88			
703	CDW Government, Inc.	0000		EFT	02/07/2024	NW88450		78074	82563	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			112.99			
							112.99			
						CHECK TOTAL	2,957.87			
1734	Certified Consultants	0000	22300843	EFT	11/30/2023	1078		77530	81988	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			847.00			
							847.00			
1734	Certified Consultants	0000		EFT	11/30/2023	1078-1		77535	81994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			1,463.00			
							1,463.00			
1734	Certified Consultants	0000		EFT	01/18/2024	1106		77542	82001	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			1,560.00			
							1,560.00			
						CHECK TOTAL	3,870.00			
4399	Cheryl Harvey	0000		INV	01/23/2024	12723		77514	81970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43200		CHD	COMMTRANS			60.00			
							60.00			
						CHECK TOTAL	60.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4421	Christian C Willey		0000		INV	01/23/2024	78104		78104	82594	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES			39.79			
								39.79			
							CHECK TOTAL	39.79			
691	Christopher B Burke E		0000	22300637	EFT	12/06/2023	31667		78553	83287	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62609014 43100		SWPWWater	PROSERVICE			2,760.00			
								2,760.00			
							CHECK TOTAL	2,760.00			
691	Christopher B Burke E		0000	22300952	EFT	02/08/2024	32332		78250	82766	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENG	PROSERVICE			3,836.00			
								3,836.00			
							CHECK TOTAL	3,836.00			
691	Christopher B Burke E		0000	22301157	EFT	02/08/2024	32331		78252	82768	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENG	PROSERVICE			9,405.00			
								9,405.00			
							CHECK TOTAL	9,405.00			
691	Christopher B Burke E		0000	22300952	EFT	02/08/2024	32329		78254	82770	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENG	PROSERVICE			3,262.50			
								3,262.50			
							CHECK TOTAL	3,262.50			
691	Christopher B Burke E		0000	22300952	EFT	02/08/2024	32330		78255	82771	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENG	PROSERVICE			1,710.00			
								1,710.00			
							CHECK TOTAL	1,710.00			

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4431	Chuck Atha	0000		INV	01/23/2024	78114		78114	82604	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
714	Cintas Corporation No	0000		EFT	01/10/2024	4177657596		77562	82021	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		132.67				
							132.67			
714	Cintas Corporation No	0000		EFT	11/23/2023	5181049944		77567	82026	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		469.16				
							469.16			
714	Cintas Corporation No	0000		EFT	12/20/2023	5185121707		77569	82028	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		425.19				
							425.19			
714	Cintas Corporation No	0000		EFT	12/31/2023	4175758432		77571	82031	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		170.72				
							170.72			
714	Cintas Corporation No	0000		EFT	12/31/2023	4175758482		77572	82032	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		197.68				
							197.68			
714	Cintas Corporation No	0000		EFT	01/03/2024	4175877519		77574	82034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		35.96				
							35.96			
714	Cintas Corporation No	0000		EFT	01/10/2024	4176210368		77576	82036	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		132.67				
							132.67			
714	Cintas Corporation No	0000		EFT	01/05/2024	4176210719		77579	82039	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.37				
							41.37			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	01/07/2024	4176491445		77585	82045	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			170.72	170.72			
714	Cintas Corporation No	0000		EFT	01/07/2024	4176491501		77587	82047	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE			197.68	197.68			
714	Cintas Corporation No	0000		EFT	12/31/2023	5186416526		77588	82049	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC OPERSUP			65.14	65.14			
714	Cintas Corporation No	0000		EFT	01/07/2024	5187459693		77590	82051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC OPERSUP			212.40	212.40			
714	Cintas Corporation No	0000		EFT	01/10/2024	4177657605		77657	82118	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm PROSERVICE			53.82	53.82			
714	Cintas Corporation No	0000		EFT	02/10/2024	4178980596		77745	82207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin PROSERVICE			182.22	182.22			
714	Cintas Corporation No	0000		EFT	02/10/2024	4178980635		77753	82216	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm PROSERVICE			53.82	53.82			
714	Cintas Corporation No	0000		EFT	01/12/2024	4176923137		77861	82332	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			41.37	41.37			
714	Cintas Corporation No	0000		EFT	01/12/2024	4176919982		77863	82335	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			50.46	50.46			

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

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	01/12/2024	4176922740		77865	82336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		259.63	259.63			
714	Cintas Corporation No	0000		EFT	01/12/2024	4176923127		77867	82338	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		99.32	99.32			
714	Cintas Corporation No	0000		EFT	01/12/2024	4176923141		77868	82339	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.44	55.44			
714	Cintas Corporation No	0000		EFT	01/12/2024	4176923143		77869	82340	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		119.85	119.85			
714	Cintas Corporation No	0000		EFT	01/12/2024	4176923192		77871	82342	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.48	41.48			
714	Cintas Corporation No	0000		EFT	01/14/2024	4177181812		77872	82343	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.49	88.49			
714	Cintas Corporation No	0000		EFT	01/14/2024	4177181852		77873	82345	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		174.36	174.36			
714	Cintas Corporation No	0000		EFT	01/14/2024	4177181880		77877	82348	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		199.50	199.50			
714	Cintas Corporation No	0000		EFT	01/17/2024	4177315300		77878	82349	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		35.96	35.96			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	02/05/2024	4179356128		77890	82362	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		106.67	106.67			
714	Cintas Corporation No	0000		EFT	01/22/2024	4177967682		77891	82363	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		80.23	80.23			
714	Cintas Corporation No	0000		EFT	01/29/2024	4178614758		77892	82364	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		106.67	106.67			
714	Cintas Corporation No	0000		EFT	12/03/2023	4172893862		77893	82365	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		80.23	80.23			
714	Cintas Corporation No	0000		EFT	02/08/2024	5191753294		77904	82379	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		108.69	108.69			
714	Cintas Corporation No	0000		EFT	02/07/2024	5191753227		78006	82487	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		61.98	61.98			
714	Cintas Corporation No	0000		EFT	10/27/2023	9241157767		78044	82533	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		5,200.00	5,200.00			
714	Cintas Corporation No	0000		EFT	01/19/2024	4177657966		78129	82620	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		99.32	99.32			
714	Cintas Corporation No	0000		EFT	01/19/2024	4177657975		78130	82621	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		41.37	41.37			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	01/19/2024	4177657980		78131	82622	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.44				
							55.44			
714	Cintas Corporation No	0000		EFT	01/19/2024	4177657989		78132	82623	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.48				
							41.48			
714	Cintas Corporation No	0000		EFT	01/19/2024	4177658000		78133	82624	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		98.05				
							98.05			
714	Cintas Corporation No	0000		EFT	01/21/2024	4177967765		78134	82625	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.49				
							88.49			
714	Cintas Corporation No	0000		EFT	01/21/2024	4177967826		78135	82626	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		170.72				
							170.72			
714	Cintas Corporation No	0000		EFT	01/21/2024	4177967915		78136	82627	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		197.68				
							197.68			
714	Cintas Corporation No	0000		EFT	01/26/2024	4178239617		78137	82628	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		101.36				
							101.36			
714	Cintas Corporation No	0000		EFT	01/26/2024	4178239628		78138	82629	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		47.72				
							47.72			
714	Cintas Corporation No	0000		EFT	01/26/2024	4178239666		78139	82630	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		48.71				
							48.71			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	01/26/2024	4178239685		78140	82631		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		49.22					
							49.22				
714	Cintas Corporation No	0000		EFT	01/27/2024	4178468236		78141	82632		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		81.96					
							81.96				
714	Cintas Corporation No	0000		EFT	01/28/2024	4178614810		78142	82633		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		88.49					
							88.49				
714	Cintas Corporation No	0000		EFT	01/28/2024	4178614888		78143	82634		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		170.72					
							170.72				
714	Cintas Corporation No	0000		EFT	01/28/2024	4178615009		78144	82635		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		197.68					
							197.68				
714	Cintas Corporation No	0000		EFT	01/20/2024	5189711249		78145	82636		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		193.08					
							193.08				
714	Cintas Corporation No	0000		EFT	01/28/2024	5190704033		78146	82637		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		111.85					
							111.85				
714	Cintas Corporation No	0000		EFT	01/28/2024	5190704069		78147	82638		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		76.03					
							76.03				
714	Cintas Corporation No	0000		EFT	02/10/2024	4180490283		78513	83245		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		53.82					
							53.82				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	02/10/2024	4180490257		78538	83271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		182.22					
							182.22				
714	Cintas Corporation No	0000		EFT	11/26/2023	5181442249		78566	83301		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		156.35					
							156.35				
						CHECK TOTAL	11,803.31				
2708	Circle City Cleaners	0000		EFT	01/01/2024	119663		77604	82064		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		143.85					
							143.85				
2708	Circle City Cleaners	0000		EFT	02/01/2024	119665		77608	82068		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		346.75					
							346.75				
						CHECK TOTAL	490.60				
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	7224150000		78681	83423		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		407.00					
							407.00				
						CHECK TOTAL	407.00				
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	4340330000		78682	83424		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		52.00					
							52.00				
						CHECK TOTAL	52.00				
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	6247377846		78683	83425		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		63.00					
							63.00				
						CHECK TOTAL	63.00				

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	7220634092		78684	83426	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		46.00				
								46.00			
							CHECK TOTAL	46.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	1215988185		78685	83427	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		46.00				
								46.00			
							CHECK TOTAL	46.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	7293625305		78686	83428	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		348.00				
								348.00			
							CHECK TOTAL	348.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	2347021382		78687	83429	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		137.00				
								137.00			
							CHECK TOTAL	137.00			
1574	Citizens Energy Group		0000	22300131	EFT	02/06/2024	4942450000		78688	83430	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		139.00				
								139.00			
							CHECK TOTAL	139.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	4531792434		78689	83431	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		22.00				
								22.00			
							CHECK TOTAL	22.00			

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

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	5674440000		78690	83432	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		219.00				
							219.00			
						CHECK TOTAL	219.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	8647120000		78691	83433	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		46.00				
							46.00			
						CHECK TOTAL	46.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	0085720000		78692	83434	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		92.00				
							92.00			
						CHECK TOTAL	92.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	8478470000		78693	83435	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		14.00				
							14.00			
						CHECK TOTAL	14.00			
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	1823600000		78694	83436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		52.00				
							52.00			
						CHECK TOTAL	52.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	2338570000		78695	83437	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		110.00				
							110.00			
						CHECK TOTAL	110.00			

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group		0000	22300131	EFT	02/06/2024	3749120000		78696	83438	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		52.00				
								52.00			
							CHECK TOTAL	52.00			
1574	Citizens Energy Group		0000	22300131	EFT	02/06/2024	0943330000		78697	83439	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		52.00				
								52.00			
							CHECK TOTAL	52.00			
1574	Citizens Energy Group		0000	22300131	EFT	02/06/2024	0065630000		78698	83440	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		29.00				
								29.00			
							CHECK TOTAL	29.00			
1574	Citizens Energy Group		0000	22300131	EFT	02/06/2024	8527430000		78699	83441	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		155.00				
								155.00			
							CHECK TOTAL	155.00			
1574	Citizens Energy Group		0000	22300131	EFT	02/06/2024	0255770000		78700	83442	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		272.00				
								272.00			
							CHECK TOTAL	272.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/06/2024	2161520000		78701	83443	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		268.00				
								268.00			
							CHECK TOTAL	268.00			

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

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	1464550000		78702	83444	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		92.00				
							92.00			
						CHECK TOTAL	92.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/06/2024	1565400000		78703	83445	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		64.00				
							64.00			
						CHECK TOTAL	64.00			
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	5308530000		78704	83446	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		127.00				
							127.00			
						CHECK TOTAL	127.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	3526030000		78705	83447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		150.00				
							150.00			
						CHECK TOTAL	150.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	4077910000		78706	83448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		15.00				
							15.00			
						CHECK TOTAL	15.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	6153710000		78707	83449	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		117.00				
							117.00			
						CHECK TOTAL	117.00			

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	1582670000		78708	83450	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		199.00				
							199.00			
						CHECK TOTAL	199.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	1316340000		78709	83451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		56.00				
							56.00			
						CHECK TOTAL	56.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	9005460000		78711	83453	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		56.00				
							56.00			
						CHECK TOTAL	56.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	0533900000		78712	83454	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		197.00				
							197.00			
						CHECK TOTAL	197.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/06/2024	4935520000		78713	83455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		328.00				
							328.00			
						CHECK TOTAL	328.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	3571540000		78714	83456	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		124.00				
							124.00			
						CHECK TOTAL	124.00			

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	6963440000		78715	83457	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		173.00				
								173.00			
							CHECK TOTAL	173.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	8489250000		78716	83458	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		46.00				
								46.00			
							CHECK TOTAL	46.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/06/2024	2136460000		78717	83459	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		56.00				
								56.00			
							CHECK TOTAL	56.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	9136330000		78718	83460	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		139.00				
								139.00			
							CHECK TOTAL	139.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	6851140000		78719	83461	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		198.00				
								198.00			
							CHECK TOTAL	198.00			
1574	Citizens Energy Group		0000	22300131	EFT	01/08/2024	1666060000		78720	83462	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		231.00				
								231.00			
							CHECK TOTAL	231.00			

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

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	0682250000		78721	83463		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		209.00					
							209.00				
						CHECK TOTAL	209.00				
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	7140760000		78722	83464		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		72.00					
							72.00				
						CHECK TOTAL	72.00				
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	3676860000		78723	83465		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		56.00					
							56.00				
						CHECK TOTAL	56.00				
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	6841130000		78724	83466		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		64.00					
							64.00				
						CHECK TOTAL	64.00				
1574	Citizens Energy Group	0000	22300131	EFT	02/06/2024	8668060000		78725	83467		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		15.00					
							15.00				
						CHECK TOTAL	15.00				
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	2424710000		78726	83468		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		196.00					
							196.00				
						CHECK TOTAL	196.00				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	8332520000		78728	83470	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		15.00				
							15.00			
						CHECK TOTAL	15.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	9389450000		78729	83471	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		29.00				
							29.00			
						CHECK TOTAL	29.00			
1574	Citizens Energy Group	0000	22300131	EFT	01/08/2024	3481020000		78730	83472	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	60.00			
3885	CivicPlus LLC	0000		EFT	02/11/2024	290314		78440	83166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		1,251.05				
							1,251.05			
						CHECK TOTAL	1,251.05			
1048	Clark Dietz, Inc	0000	22301250	EFT	02/09/2024	439686		78568	83304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 44500		SewPWWater	MACHEQPT		2,925.00				
							2,925.00			
						CHECK TOTAL	2,925.00			
2791	Co-Alliance Cooperati	0000	22301256	EFT	01/25/2024	566015127		77521	81977	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		2,585.65				
							2,585.65			
2791	Co-Alliance Cooperati	0000	22301255	EFT	01/25/2024	506009356		77592	82052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		18,890.56				
	2 10106010 42221		GenFleet	FUEL		2,902.19				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2791	Co-Alliance Cooperati	0000	22400048	EFT	02/25/2024	506009383	21,792.75	78167	82660	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL			18,569.92			
	2 20106010 42221		MVHFleet	FUEL			984.41			
	3 60606010 42221		SewFleet	FUEL			818.46			
	4 62606010 42221		SWFleet	FUEL			122.80			
							20,495.59			
						CHECK TOTAL	44,873.99			
2650	Community Health Netw	0000	22300269	EFT	01/31/2024	FIN-007090		78467	83197	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE			4,166.67			
							4,166.67			
						CHECK TOTAL	4,166.67			
3570	Constellation Energy	0000		EFT	02/02/2024	67320772401		78503	83234	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE			151.05			
							151.05			
						CHECK TOTAL	151.05			
2244	Coro Medical LLC	0000		EFT	10/21/2023	PS-INV183461		77860	82331	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			218.28			
							218.28			
						CHECK TOTAL	218.28			
863	CovertTrack Group Inc	0000		EFT	01/20/2024	INVCT004713		77548	82007	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE			475.00			
							475.00			
						CHECK TOTAL	475.00			
680	Crossroad Engineers,	0000	22300743	EFT	01/17/2024	232213		77795	82259	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE			1,260.00			
	2 62609014 43100		SWPWWater	PROSERVICE			8,140.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							9,400.00			
						CHECK TOTAL	9,400.00			
2485	Crown Castle Internat	0000	22300925	EFT	01/30/2024	1493707		78054	82543	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			984.19			
	2 60606050 43100		SewIT	PROSERVICE			184.54			
	3 62606050 43100		SWIT	PROSERVICE			61.51			
	4 10106050 43100		GenIT	PROSERVICE			4,625.16			
	5 62606050 43100		SWIT	PROSERVICE			1,116.42			
							6,971.82			
						CHECK TOTAL	6,971.82			
2645	CureMD.com, Inc	0000		EFT	01/31/2024	500146101		78158	82650	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21201012 43100		HDFBSG	PROSERVICE			984.00			
							984.00			
						CHECK TOTAL	984.00			
811	Current Publishing LL	0000		EFT	02/26/2024	74494		78618	83359	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			2,886.08			
							2,886.08			
						CHECK TOTAL	2,886.08			
2435	CVK LLC	0000		EFT	02/01/2024	2/24 Rent		78479	83210	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS			36,216.93			
							36,216.93			
						CHECK TOTAL	36,216.93			
4406	CW Holding Company In	0000		EFT	02/03/2024	W01789		78071	82560	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP			1,635.70			
							1,635.70			
4406	CW Holding Company In	0000		EFT	02/03/2024	W01771		78076	82565	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			1,696.65			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							1,696.65			
						CHECK TOTAL	3,332.35			
4422	Cynthia Bodnar	0000		INV	01/23/2024	78105		78105	82595	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES			39.79			
							39.79			
						CHECK TOTAL	39.79			
4427	Dan Patton	0000		INV	01/23/2024	78110		78110	82600	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES			79.58			
							79.58			
						CHECK TOTAL	79.58			
4428	DAWSON, DARREN	0000		INV	01/23/2024	78111		78111	82601	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES			79.58			
							79.58			
						CHECK TOTAL	79.58			
4391	Detection Instruments	0000	22400001	EFT	12/30/2023	5716-56480		77705	82167	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100	SewPWWaterPROSERVICE					4,112.76			
							4,112.76			
						CHECK TOTAL	4,112.76			
952	Dive Rescue Internati	0000		EFT	01/27/2024	INV194355		77696	82158	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200	GenPDSpprt OPERSUP					200.88			
							200.88			
952	Dive Rescue Internati	0000	22301295	EFT	02/02/2024	SO067482		77876	82347	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200	GenPDAdmin OPERSUP					7,362.00			
	2 10108015 43100	GenPDSpprt PROSERVICE					223.67			
							7,585.67			
						CHECK TOTAL	7,786.55			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1018	Donley & Associates I	0000		EFT	01/07/2024	63575		77658	82119		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		282.50					
							282.50				
						CHECK TOTAL	282.50				
3720	DOXIM UTILITEC LLC	0000		EFT	01/31/2024	INV022763		78396	83122		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		1.68					
	2 60601013 43100		SewContr	PROSERVICE		4,393.81					
							4,395.49				
3720	DOXIM UTILITEC LLC	0000	22301307	EFT	01/10/2024	1223P		78571	83308		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601013 43100		SewContr	PROSERVICE		14,926.99					
							14,926.99				
						CHECK TOTAL	19,322.48				
3636	Eckart LLC	0000		EFT	02/25/2024	S100950789.001		77785	82247		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			120.45					
							120.45				
						CHECK TOTAL	120.45				
476	Element Materials Tec	0000		EFT	12/14/2023	23-142485		77713	82175		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			124.30					
							124.30				
476	Element Materials Tec	0000		EFT	12/22/2023	23-142689		77714	82176		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			481.80					
							481.80				
476	Element Materials Tec	0000		EFT	01/20/2024	23-144493		77715	82177		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			124.30					
							124.30				
						CHECK TOTAL	730.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2405	ERAD Group Inc		0000		EFT	01/08/2024	211454		78334	82883	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101012 43100		GenBSG	PROSERVICE		1,500.00				
								1,500.00			
							CHECK TOTAL	1,500.00			
3968	ESL-Spectrum Inc		0000	22301021	EFT	01/19/2024	14560GW		78157	82649	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		2,692.56				
	2	10106100 42200		GFIC	OPERSUP		47.36				
								2,739.92			
							CHECK TOTAL	2,739.92			
2122	ESO Solutions Inc		0000		EFT	02/08/2024	ESO-130339		78018	82501	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		1,153.49				
								1,153.49			
							CHECK TOTAL	1,153.49			
514	EWT Holdings III Corp		0000	22300656	EFT	02/04/2024	906264615		77853	82323	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP		8,370.05				
								8,370.05			
							CHECK TOTAL	8,370.05			
1817	Firefighter Selection		0000		EFT	10/13/2023	21140		78500	83231	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 42200		GenPDSpprt	OPERSUP		1,081.25				
								1,081.25			
							CHECK TOTAL	1,081.25			
3883	First Arriving IO Inc		0000		EFT	03/12/2024	2671		78226	82720	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSpprt	PROSERVICE		1,481.00				
								1,481.00			
							CHECK TOTAL	1,481.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1212	Fishers Entrepreneurs	0001		EFT	09/09/2023	2218		78584	83322		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		5,300.00					
							5,300.00				
1212	Fishers Entrepreneurs	0001		EFT	09/09/2023	2219		78585	83323		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		6,000.00					
							6,000.00				
						CHECK TOTAL	11,300.00				
3088	FlashParking Inc	0000		EFT	02/01/2024	INV978068		77837	82306		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		568.90					
							568.90				
3088	FlashParking Inc	0000		EFT	12/31/2023	INV974154		77838	82307		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		568.90					
							568.90				
3088	FlashParking Inc	0000		EFT	12/01/2023	INV970679		77839	82308		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		568.90					
							568.90				
						CHECK TOTAL	1,706.70				
1193	Fluid Waste Services,	0000	22400028	EFT	01/26/2024	61855		77855	82325		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,010.00					
							2,010.00				
1193	Fluid Waste Services,	0000	22400028	EFT	01/27/2024	61872		77856	82326		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,730.00					
							2,730.00				
1193	Fluid Waste Services,	0000	22400037	EFT	01/28/2024	61885		77927	82403		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		3,275.00					
							3,275.00				
						CHECK TOTAL	8,015.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
239	Frank Giesekeing	0000		EFT	01/29/2024	0088056-IN		78403	83129	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			20.00				
							20.00			
						CHECK TOTAL	20.00			
2358	Fredericks Inc	0000	22301324	EFT	10/22/2023	3897-23		78153	82644	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			10,575.00				
							10,575.00			
						CHECK TOTAL	10,575.00			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103252082		77597	82055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC OPERSUP			73.92				
							73.92			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103763016		77600	82060	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC OPERSUP			16.70				
							16.70			
1196	Frey Water Conditioni	0000		EFT	01/05/2024	103252842		77601	82061	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC OPERSUP			97.89				
							97.89			
1196	Frey Water Conditioni	0000		EFT	01/03/2024	104018376		77757	82219	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP			57.94				
							57.94			
1196	Frey Water Conditioni	0000		EFT	11/06/2023	103403988		77759	82221	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			265.00				
	2 10109012 43100		GenPWBuild PROSERVICE			530.00				
							795.00			
1196	Frey Water Conditioni	0000		EFT	02/02/2024	103974629		77835	82296	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			42.75				
							42.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1196	Frey Water Conditioni		0000		EFT	01/03/2024	104017224		78659	83400	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101016 42200		GenPR		OPERSUP			10.70			
							CHECK TOTAL	10.70			
								1,094.90			
1326	GW Berkheimer Co., I		0000		EFT	01/10/2024	7543498		78269	82814	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106100 42200		GFIC		OPERSUP			41.25			
							CHECK TOTAL	41.25			
								41.25			
							CHECK TOTAL	41.25			
4426	Gail L Killam		0000		INV	01/23/2024	78109		78109	82599	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60600000 34900		Sew		USERFEES			39.79			
							CHECK TOTAL	39.79			
								39.79			
							CHECK TOTAL	39.79			
1359	Lucas Gannon		0000		INV	01/15/2024	12/2023CR		77553	82012	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108011 43200		GenPDAdmin		COMMTRANS			67.00			
							CHECK TOTAL	67.00			
								67.00			
							CHECK TOTAL	67.00			
1322	Ed Gebhart		0000		INV	01/15/2024	12/2023CR		77558	82017	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108011 43200		GenPDAdmin		COMMTRANS			67.00			
							CHECK TOTAL	67.00			
								67.00			
							CHECK TOTAL	67.00			
4413	GEISENHAVER, NICHOLAS		0000		INV	01/23/2024	78096		78096	82586	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60600000 34900		Sew		USERFEES			31.00			
							CHECK TOTAL	31.00			
								31.00			
							CHECK TOTAL	31.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2776	Great Lakes Ace Hardw	0000		EFT	06/10/2023	1961/61		77866	82337	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		9.57				
							9.57			
2776	Great Lakes Ace Hardw	0000		EFT	11/04/2023	2299/61		77894	82366	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		59.94				
							59.94			
						CHECK TOTAL	69.51			
1292	Greater Indiana Clean	0000		EFT	02/04/2024	1186		78431	83157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		500.00				
							500.00			
						CHECK TOTAL	500.00			
4424	Gretchen Kuklish	0000		INV	01/23/2024	78107		78107	82597	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
770	Grimco Inc	0000		EFT	12/30/2023	31626375-01		77939	82415	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		642.03				
							642.03			
						CHECK TOTAL	642.03			
4410	GUO, XIONG	0000		INV	01/23/2024	78093		78093	82583	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		21.49				
							21.49			
						CHECK TOTAL	21.49			
1495	Hamilton County Clerk	0000	22300884	INV	02/16/2024	P126-SR37 ADD'L		78561	83295	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			3,450.00				
	2 37804010 44920		SR37PRJENGCAPEXP			100,000.00				

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Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							103,450.00			
						CHECK TOTAL	103,450.00			
1442	Hamilton County Treas	0000		INV	01/01/2024	1219-1		78592	83330	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		65,000.00				
							65,000.00			
						CHECK TOTAL	65,000.00			
1446	Hamilton County Treas	0000		INV	02/04/2024	923Deferral		77770	82232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		1,020.00				
							1,020.00			
1446	Hamilton County Treas	0000		INV	02/01/2024	1223Deferral		77811	82278	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		405.00				
							405.00			
						CHECK TOTAL	1,425.00			
1431	Hamilton Southeastern	0000	22301257	EFT	02/08/2024	1082024		77902	82376	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		5,779.80				
	2 20106010 42221		MVHFleet	FUEL		2,924.28				
							8,704.08			
						CHECK TOTAL	8,704.08			
2053	Rodney V Hartley	0000	22400026	EFT	02/02/2024	3035		77846	82316	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		3,687.00				
							3,687.00			
2053	Rodney V Hartley	0000	22300001	EFT	01/27/2024	3030		78280	82826	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		5,231.00				
							5,231.00			
						CHECK TOTAL	8,918.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3718	HD Supply Inc	0000	22201263	EFT	01/28/2024	INV00233005		77737	82199		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP			263.90					
							263.90				
3718	HD Supply Inc	0000	22201263	EFT	01/28/2024	INV00233125		77738	82200		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP			263.90					
							263.90				
3718	HD Supply Inc	0000	22201263	EFT	02/02/2024	INV00235041		77762	82224		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWaterOPERSUP			279.37					
							279.37				
						CHECK TOTAL	807.17				
1484	Heinzman Lights at Ni	0000		EFT	11/20/2023	20-10-23		77721	82182		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109013 43100		GenPWParks PROSERVICE			1,550.00					
							1,550.00				
						CHECK TOTAL	1,550.00				
2639	Helmer Inc	0000	22300879	EFT	10/20/2023	0000464881		78441	83168		
ACCOUNT DETAIL						LINE AMOUNT					
1	21205058 43100	CHD	PROSERVICE			2,949.76					
							2,949.76				
						CHECK TOTAL	2,949.76				
844	Heritage Crystal Clea	0000		EFT	01/18/2024	18409210		78288	82834		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109012 43100		GenPWBuild PROSERVICE			1,709.47					
							1,709.47				
						CHECK TOTAL	1,709.47				
3361	Heritage Landscape Su	0000		EFT	01/27/2024	0013725885-001		77794	82258		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106100 42200	GFIC	OPERSUP			45.42					
							45.42				
						CHECK TOTAL	45.42				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
136	Hewlett-Packard Finan	0000	22400043	EFT	01/07/2024	510767970		78075	82564		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		44,000.00					
	2 60606050 43100		SewIT	PROSERVICE		3,302.00					
	3 62606050 43100		SWIT	PROSERVICE		2,722.64					
							50,024.64				
						CHECK TOTAL	50,024.64				
1412	Hoosier Fire Equipmen	0000		EFT	12/30/2023	118228		77664	82125		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,334.50					
							1,334.50				
1412	Hoosier Fire Equipmen	0000	22301241	EFT	12/30/2023	118229		77665	82126		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		9,900.00					
							9,900.00				
1412	Hoosier Fire Equipmen	0000		EFT	01/26/2024	118441		78462	83192		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		711.62					
							711.62				
1412	Hoosier Fire Equipmen	0000		EFT	09/29/2023	117212		78516	83248		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		169.00					
							169.00				
1412	Hoosier Fire Equipmen	0000		EFT	11/27/2023	117850		78535	83268		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,410.00					
							1,410.00				
1412	Hoosier Fire Equipmen	0000		EFT	12/01/2023	117896		78536	83269		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,692.00					
							1,692.00				
						CHECK TOTAL	15,217.12				
708	Hoosier Portable Rest	0000		EFT	12/31/2023	68090		77666	82127		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		200.00					
							200.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
708	Hoosier Portable Rest		0000		EFT	01/01/2024	68092		78166	82659	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		1,640.00				
								1,640.00			
708	Hoosier Portable Rest		0000		EFT	11/30/2023	68003		78168	82661	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		180.00				
								180.00			
708	Hoosier Portable Rest		0000		EFT	12/31/2023	68091		78170	82663	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		480.00				
								480.00			
708	Hoosier Portable Rest		0000		EFT	01/27/2024	68137		78190	82684	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105015 43100			GenSafeTr	PROSERVICE		300.00				
								300.00			
							CHECK TOTAL	2,800.00			
1429	Humane Society For Ha		0000	22400044	EFT	01/18/2024	3530		78427	83154	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43100			GenPDSpprt	PROSERVICE		101,069.79				
								101,069.79			
							CHECK TOTAL	101,069.79			
2770	Incentive Services In		0000		EFT	12/30/2023	00114886		78609	83349	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101017 43100			GenFndCS	PROSERVICE		908.13				
								908.13			
							CHECK TOTAL	908.13			
1596	Indiana Association o		0000		EFT	01/06/2024	105740		78674	83415	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101011 43100			GenMayorOf	PROSERVICE		129.00				
								129.00			
							CHECK TOTAL	129.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1701	Indiana Association o	0000		EFT	02/15/2024	77812		77812	82279		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77813		77813	82280		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77814		77814	82281		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77815		77815	82282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77816		77816	82283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77817		77817	82284		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77818		77818	82285		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
1701	Indiana Association o	0000		EFT	02/15/2024	77819		77819	82286		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		65.00	65.00				
						CHECK TOTAL	520.00				
1785	Indiana Chamber of Co	0000		EFT	03/01/2024	5000866075		78622	83363		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		850.00	850.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	850.00			
861	Indiana Health Inform	0000	22400055	EFT	01/31/2024	9077		78020	82503	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		2,272.00				
							2,272.00			
						CHECK TOTAL	2,272.00			
1543	Indiana Oxygen Compan	0000		EFT	01/30/2024	10309480		77895	82367	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		114.70				
							114.70			
1543	Indiana Oxygen Compan	0000		EFT	01/30/2024	10309618		78121	82612	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		184.76				
							184.76			
1543	Indiana Oxygen Compan	0000		EFT	01/30/2024	10309586		78214	82708	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		45.88				
							45.88			
						CHECK TOTAL	345.34			
3232	Indiana Restaurant &	0000		EFT	01/21/2024	4533		77716	82156	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		900.00				
							900.00			
						CHECK TOTAL	900.00			
406	Indiana State Treasur	0000		INV	01/13/2024	23ISDT-1705		77919	82395	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		300.00				
							300.00			
406	Indiana State Treasur	0000		INV	01/13/2024	23ISDT-1706		77922	82398	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		300.00				
							300.00			
						CHECK TOTAL	600.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2399	Indiana Testing Inc	0000		EFT	01/07/2024	93985		77695	82157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		320.00				
						CHECK TOTAL	320.00			
							320.00			
2615	Indiana Vital Records	0000		EFT	03/31/2024	MbrDues'24_BH		78596	83334	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43200		CHD	COMMTRANS		35.00				
						CHECK TOTAL	35.00			
							35.00			
2393	Indianapolis Airport	0000		EFT	01/31/2024	23224529		77847	82317	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		1,594.94				
							1,594.94			
2393	Indianapolis Airport	0000	22400053	EFT	01/30/2024	23224530		78468	83199	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27070000 43100		ParkImpact	PROSERVICE		4,880.18				
						CHECK TOTAL	4,880.18			
							6,475.12			
2025	Indianapolis Interpre	0000		EFT	01/31/2024	49193		78506	83237	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		480.00				
						CHECK TOTAL	480.00			
							480.00			
2600	Indianapolis Metropol	0000	22400020	EFT	02/01/2024	INV-00000177		78557	83291	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		48,094.49				
						CHECK TOTAL	48,094.49			
							48,094.49			
1753	Indianapolis Power &	0000	22400027	INV	01/29/2024	200000031599		78603	83341	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,812.00				
							1,812.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,812.00			
1753	Indianapolis Power &	0000	22400027	INV	01/23/2024	200000127722		78605	83344	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,500.00				
						CHECK TOTAL	1,500.00			
							1,500.00			
						CHECK TOTAL	1,500.00			
1753	Indianapolis Power &	0000	22400027	INV	01/29/2024	200000179593		78606	83345	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		408.00				
						CHECK TOTAL	408.00			
							408.00			
						CHECK TOTAL	408.00			
1753	Indianapolis Power &	0000	22400027	INV	01/29/2024	200000052973		78607	83346	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		672.00				
						CHECK TOTAL	672.00			
							672.00			
						CHECK TOTAL	672.00			
2093	Infor (US), Inc	0000	22400036	EFT	01/17/2024	P-8005-US06A		78078	82567	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		3,427.07				
						CHECK TOTAL	3,427.07			
							3,427.07			
						CHECK TOTAL	3,427.07			
2104	Innovative Edit Inc	0000		EFT	01/01/2024	2023419A		78613	83354	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		3,784.15				
						CHECK TOTAL	3,784.15			
							3,784.15			
						CHECK TOTAL	3,784.15			
733	Innovative Integratio	0000		EFT	01/15/2024	42496		78049	82538	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		478.60				
							478.60			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
733	Innovative Integratio	0000	22301321	EFT	01/12/2024	42406		78052	82541	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		1,708.04				
							1,708.04			
						CHECK TOTAL	2,186.64			
948	Integrity Fire Protec	0000	22300764	EFT	01/29/2024	1000-64		78251	82767	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,044.00				
	2 10109012 43100		GenPWBuild	PROSERVICE		621.00				
							2,665.00			
948	Integrity Fire Protec	0000		EFT	01/12/2024	10263		78300	82846	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		980.00				
							980.00			
						CHECK TOTAL	3,645.00			
1820	Intellicorp Records,	0000		EFT	01/30/2024	1456503		78621	83362	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100		GenHR	PROSERVICE		194.40				
							194.40			
						CHECK TOTAL	194.40			
1823	Irving Materials, Inc	0000	22301319	EFT	12/10/2023	11366138		77944	82421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTR	OPERSUP		3,078.00				
							3,078.00			
1823	Irving Materials, Inc	0000		EFT	01/05/2024	71291566		77945	82422	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		364.72				
							364.72			
1823	Irving Materials, Inc	0000		EFT	01/10/2024	11370056		78291	82837	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206100 42200		LRNIC	OPERSUP		901.50				
							901.50			
1823	Irving Materials, Inc	0000		EFT	01/11/2024	71293882		78297	82843	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		548.05				

Report generated: 01/22/2024 08:07:56
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
						548.05					
					CHECK TOTAL	4,892.27					
4390	Itpipes Opco LLC	0000	22400033	EFT	02/19/2024	B2000	78439	83165			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601012 43100		BSGSWR	PROSERVICE		10,400.00					
						10,400.00					
					CHECK TOTAL	10,400.00					
32	Jack Doheny Companies	0000		EFT	01/25/2024	214550	77700	82162			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		709.38					
	2 62609014 43100		SWPWWater	PROSERVICE		709.38					
						1,418.76					
32	Jack Doheny Companies	0000		EFT	01/25/2024	214551	77701	82163			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		943.36					
	2 62609014 43100		SWPWWater	PROSERVICE		943.35					
						1,886.71					
					CHECK TOTAL	3,305.47					
3953	James P Hallett	0000		EFT	01/16/2024	1/24-2/24 Ambassador	78477	83208			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 44391011 43100		ECNDEVMY	PROSERVICE		15,000.00					
						15,000.00					
					CHECK TOTAL	15,000.00					
17	Mike Janes	0000		INV	01/15/2024	12/2023CR	77555	82014			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43200		GenPDAdmin	COMMTRANS		67.00					
						67.00					
					CHECK TOTAL	67.00					
4100	Jasmeet Signh	0000		INV	02/10/2024	SPEA V-261	78664	83405			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21701015 43200		DonHR	COMMTRANS		924.06					
						924.06					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4100	Jasmeet Singh	0000		INV	02/10/2024	SPEA J-201		78666	83407	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21701015 43200		DonHR	COMMTTRANS		924.06				
							924.06			
4100	Jasmeet Singh	0000		INV	02/10/2024	SPEA V-376		78667	83408	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21701015 43200		DonHR	COMMTTRANS		924.06				
							924.06			
						CHECK TOTAL	2,772.18			
3256	Jeffery Meyer	0000	22301327	EFT	01/01/2024	12012023-1		77603	82063	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		24,808.52				
							24,808.52			
3256	Jeffery Meyer	0000	22301327	EFT	01/15/2024	12152023-1		77606	82066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		9,723.17				
							9,723.17			
3256	Jeffery Meyer	0000	22301327	EFT	02/05/2024	1042024		77789	82251	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		18,494.72				
							18,494.72			
3256	Jeffery Meyer	0000	22301343	EFT	01/01/2024	12012023		77805	82273	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		20,914.28				
							20,914.28			
3256	Jeffery Meyer	0000		EFT	02/03/2024	041416		77807	82274	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 42200		SWPI	OPERSUP		69.04				
							69.04			
3256	Jeffery Meyer	0000		EFT	01/20/2024	041321		77808	82275	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 42200		SWPI	OPERSUP		69.42				
							69.42			
3256	Jeffery Meyer	0000		EFT	01/11/2024	041264		77810	82277	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 42200		SWPI	OPERSUP		129.16				
							129.16			

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 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	Jeffery Meyer		0000	22400023	EFT	02/04/2024	1042024-1		77832	82301	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 43100		MVHFleet	PROSERVICE		7,321.57				
	2	60606010 42200		SewFleet	OPERSUP		777.98				
	3	62606010 42200		SWFleet	OPERSUP		321.46				
								8,421.01			
3256	Jeffery Meyer		0000	22400054	EFT	02/04/2024	1042024-2		77952	82431	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 42200		GenFleet	OPERSUP		19,766.54				
	2	10106010 43100		GenFleet	PROSERVICE		4,373.65				
								24,140.19			
3256	Jeffery Meyer		0000	22400052	EFT	01/15/2024	12152023-2		77961	82440	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 42200		GenFleet	OPERSUP		4,085.72				
	2	10106010 42200		GenFleet	OPERSUP		10,424.97				
								14,510.69			
							CHECK TOTAL	121,280.20			
4432	Jeffrey Sanquetti		0000		INV	01/23/2024	78115		78115	82605	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		39.79				
								39.79			
							CHECK TOTAL	39.79			
2308	Jobsite Supply Inc		0000		EFT	01/26/2024	3227079		78308	82855	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP		15.47				
								15.47			
							CHECK TOTAL	15.47			
10	Ryan Jones		0000		INV	01/15/2024	12/2023CR		77561	82020	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108011 43200		GenPDAdmin	COMMTRANS		67.00				
								67.00			
							CHECK TOTAL	67.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4398	Kacy Brobst			0000		INV	01/23/2024	122023		77512	81968	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	43200		CHD	COMMTTRANS			207.90			
									207.90			
								CHECK TOTAL	207.90			
4434	KASSAN, PAUL			0000		INV	01/23/2024	78117		78117	82607	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES			39.79			
									39.79			
								CHECK TOTAL	39.79			
4282	Kenneth Sicinski			0000		INV	02/09/2024	K Sicinski 1.10.24		78169	82662	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62609014	43200		SWPWWater	COMMTTRANS			36.13			
									36.13			
								CHECK TOTAL	36.13			
4407	Killam, Gail L			0000		INV	01/23/2024	78090		78090	82580	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62600000	34900		SW	USERFEES			38.53			
									38.53			
								CHECK TOTAL	38.53			
150	Kirby Risk Corporatio			0000		EFT	02/29/2024	S210142678.001		77782	82244	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		SewPWWater	OPERSUP			120.90			
									120.90			
150	Kirby Risk Corporatio			0000		EFT	02/29/2024	S210145152.001		77796	82260	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		SewPWWater	OPERSUP			17.24			
									17.24			
150	Kirby Risk Corporatio			0000		EFT	12/31/2023	S210097790.002		77947	82425	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			10.00			
									10.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210047916.004		77970	82450	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		284.54				
							284.54			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210064700.001		77971	82451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		291.44				
							291.44			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210047916.005		77972	82452	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		-284.54				
							-284.54			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210047916.006		77973	82453	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		30.58				
							30.58			
150	Kirby Risk Corporatio	0000		EFT	12/31/2023	S210075096.001		77987	82468	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		96.48				
							96.48			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210109687.002		78318	82864	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		11.79				
							11.79			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210109687.003		78322	82868	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		71.22				
							71.22			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210115295.001		78324	82870	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		194.22				
							194.22			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210115295.002		78325	82871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		52.66				
							52.66			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210101869.001		78326	82872	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		16.00				
							16.00			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210101869.002		78328	82874	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		4.65				
							4.65			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210101869.003		78330	82876	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		591.20				
							591.20			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210109687.001		78331	82877	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		470.54				
							470.54			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210123410.001		78332	82879	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		63.24				
							63.24			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210125758.001		78333	82882	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		64.26				
							64.26			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210127379.001		78335	82884	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		290.60				
							290.60			
150	Kirby Risk Corporatio	0000		EFT	01/31/2024	S210127379.002		78336	82885	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		38.29				
							38.29			
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210037988.001		78544	83277	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		80.95				
							80.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210039830.001		78545	83278		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		313.31	313.31				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210041374.001		78546	83279		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		354.36	354.36				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210033716.001		78547	83280		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		1,099.38	1,099.38				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210053483.001		78548	83281		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		542.48	542.48				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210041374.002		78549	83282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		219.96	219.96				
150	Kirby Risk Corporatio	0000		EFT	02/29/2024	S210160691.001		78567	83302		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		329.37	329.37				
						CHECK TOTAL	5,375.12				
117	Kleen-It Group, Inc	0000		EFT	01/06/2024	84770		78337	82887		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		72.00	72.00				
117	Kleen-It Group, Inc	0000	22400045	EFT	01/13/2024	84790		78339	82889		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		39,448.50	39,448.50				
117	Kleen-It Group, Inc	0000		EFT	01/13/2024	84791		78340	82890		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,080.00	1,080.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
117	Kleen-It Group, Inc	0000		EFT	01/13/2024	84792		78341	82891		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,078.00					
							1,078.00				
117	Kleen-It Group, Inc	0000		EFT	01/13/2024	84793		78342	82892		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		1,500.00					
							1,500.00				
						CHECK TOTAL	43,178.50				
152	Krieg Devault LLP	0000		EFT	12/14/2023	552649		78575	83311		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		5,500.00					
							5,500.00				
152	Krieg Devault LLP	0000		EFT	01/12/2024	553939		78668	83409		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		437.99					
							437.99				
						CHECK TOTAL	5,937.99				
221	Language Line Service	0000		EFT	01/30/2024	11186188		77772	82234		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		5.18					
							5.18				
						CHECK TOTAL	5.18				
3210	Lee Masonry Products	0000	22301318	EFT	01/15/2024	h05187		77948	82427		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		2,674.00					
							2,674.00				
						CHECK TOTAL	2,674.00				
936	Lehman's Inc of Ander	0000	22301119	EFT	01/08/2024	18534		77901	82375		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		4,798.00					
	2 10109012 43100		GenPWBuild	PROSERVICE		224.00					
							5,022.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
936	Lehman's Inc of Ander	0000	22301122	EFT	12/29/2023	18459		77908	82384	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,131.00				
	2 10109012 43100		GenPWBuild	PROSERVICE		123.30				
							2,254.30			
936	Lehman's Inc of Ander	0000	22301121	EFT	12/16/2023	18460		77911	82387	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,143.00				
	2 10109012 43100		GenPWBuild	PROSERVICE		68.95				
							2,211.95			
						CHECK TOTAL	9,488.25			
4419	Lesley E Farner	0000		INV	01/23/2024	78102		78102	82592	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			
						CHECK TOTAL	79.58			
4409	LINDHEIMER, JEFFERY J	0000		INV	01/23/2024	78092		78092	82582	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62600000 34900		SW	USERFEES		79.92				
							79.92			
						CHECK TOTAL	79.92			
2117	LiveTiles Corp	0000	22400062	EFT	02/08/2024	Inv-4362		78434	83160	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		16,050.00				
							16,050.00			
						CHECK TOTAL	16,050.00			
345	Logical Concepts Inc	0000	22400039	EFT	01/31/2024	93395		77926	82402	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		25,000.00				
	2 60609014 43100		SewPWWater	PROSERVICE		2,380.00				
							27,380.00			
						CHECK TOTAL	27,380.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
289	Macallister Machinery	0000		EFT	01/27/2024	S7869291		77522	81979		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		165.94					
							165.94				
289	Macallister Machinery	0000		EFT	02/03/2024	P7890580		78172	82665		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		790.58					
							790.58				
						CHECK TOTAL	956.52				
4185	Marathon Sportswear I	0000		EFT	02/05/2024	85559		77828	82297		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43909		CPP	Other		520.00					
							520.00				
						CHECK TOTAL	520.00				
242	Marshall Best Securit	0000		EFT	02/02/2024	0057307-IN		78296	82842		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		1,821.60					
							1,821.60				
						CHECK TOTAL	1,821.60				
253	Martin Marietta Mater	0000		EFT	12/09/2023	41003099		78012	82494		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		287.01					
							287.01				
253	Martin Marietta Mater	0000		EFT	12/14/2023	41045120		78013	82495		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		1,332.99					
							1,332.99				
253	Martin Marietta Mater	0000		EFT	12/21/2023	41114217		78014	82496		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		330.75					
							330.75				
253	Martin Marietta Mater	0000		EFT	12/28/2023	41159454		78015	82497		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		630.72					
							630.72				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
253	Martin Marietta Mater	0000		EFT	12/29/2023	41173362		78016	82498	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		665.56				
							665.56			
253	Martin Marietta Mater	0000		EFT	01/22/2024	41380800		78017	82499	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		339.66				
							339.66			
253	Martin Marietta Mater	0000	22400060	EFT	11/30/2023	40910916		78426	83153	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		3,799.71				
							3,799.71			
253	Martin Marietta Mater	0000	22400070	EFT	01/31/2024	41416668		78552	83286	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		2,054.43				
							2,054.43			
						CHECK TOTAL	9,440.83			
4430	Matthew & Angela Lurt	0000		INV	01/23/2024	78113		78113	82603	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			
						CHECK TOTAL	79.58			
232	McMaster-Carr Supply	0000		EFT	01/04/2024	18487380		77949	82428	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		120.39				
							120.39			
232	McMaster-Carr Supply	0000		EFT	01/04/2024	18488448		77950	82429	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		343.18				
							343.18			
232	McMaster-Carr Supply	0000		EFT	09/15/2023	12688573		78218	82712	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		322.33				
							322.33			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
232	McMaster-Carr Supply	0000		EFT	09/21/2023	12993508		78219	82713		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		14.37					
							14.37				
232	McMaster-Carr Supply	0000		EFT	09/28/2023	13467588		78220	82714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		185.74					
							185.74				
232	McMaster-Carr Supply	0000		EFT	11/23/2023	16467921		78221	82715		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		31.91					
							31.91				
232	McMaster-Carr Supply	0000		EFT	11/26/2023	16607519		78222	82716		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		22.93					
							22.93				
232	McMaster-Carr Supply	0000		EFT	11/30/2023	16743194		78223	82717		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		100.28					
							100.28				
232	McMaster-Carr Supply	0000		EFT	01/19/2024	19393867		78400	83126		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		325.55					
							325.55				
						CHECK TOTAL	1,466.68				
2743	Med-Bill Corporation	0000	22300950	EFT	01/30/2024	MB-8878		78019	82502		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		14,088.50					
	2 10105012 43100		GenEMS	PROSERVICE		11,517.52					
							25,606.02				
						CHECK TOTAL	25,606.02				
542	Melissa Kaye Brennema	0000	22301085	EFT	02/10/2024	1299		78451	83181		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,466.25					
	2 62606050 43100		SWIT	PROSERVICE		488.75					
							1,955.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,955.00			
266	Menard Inc	0000		EFT	01/18/2024	73751		77529	81986	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		48.66				
							48.66			
266	Menard Inc	0000		EFT	01/17/2024	73693		77667	82128	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		144.46				
							144.46			
266	Menard Inc	0000		EFT	01/17/2024	73703		77668	82129	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		141.38				
							141.38			
266	Menard Inc	0000		EFT	01/19/2024	73816		77669	82130	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		94.00				
							94.00			
266	Menard Inc	0000		EFT	02/02/2024	74453		77848	82318	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		16.55				
							16.55			
266	Menard Inc	0000		EFT	02/05/2024	74592		77850	82320	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		20.36				
							20.36			
266	Menard Inc	0000		EFT	01/18/2024	73776(2)		77897	82370	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		64.75				
							64.75			
266	Menard Inc	0000		EFT	01/18/2024	73682		78186	82679	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		6.56				
	2 20106100 42200		MVHIC	OPERSUP		23.88				
							30.44			

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	01/20/2024	73805		78187	82680		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		35.98					
	2 10106100 42200		GFIC	OPERSUP		67.16					
							103.14				
266	Menard Inc	0000		EFT	01/21/2024	73862		78188	82681		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		17.92					
	2 10106100 42200		GFIC	OPERSUP		257.88					
							275.80				
266	Menard Inc	0000		EFT	01/04/2024	73029		78205	82699		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		87.86					
							87.86				
266	Menard Inc	0000		EFT	01/14/2024	73499		78206	82700		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		390.29					
							390.29				
266	Menard Inc	0000		EFT	01/12/2024	73407		78207	82701		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		35.23					
							35.23				
266	Menard Inc	0000		EFT	02/14/2024	75044		78460	83190		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		34.96					
							34.96				
266	Menard Inc	0000		EFT	02/07/2024	74675		78523	83256		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		60.17					
							60.17				
266	Menard Inc	0000		EFT	02/16/2024	75146		78537	83270		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		10.36					
							10.36				
266	Menard Inc	0000		EFT	02/16/2024	75159		78550	83283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		207.92					
							207.92				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	1,766.33				
251	Metal Man LLC	0000		EFT	01/27/2024	1039292		77719	82180		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				40.36				
							40.36				
251	Metal Man LLC	0000		EFT	02/03/2024	1039435		78204	82698		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC OPERSUP				649.33				
							649.33				
						CHECK TOTAL	689.69				
4416	Michael & Abigail Swi	0000		INV	01/23/2024	78099		78099	82589		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew USERFEES				79.58				
							79.58				
						CHECK TOTAL	79.58				
434	Michael A Reuter Cons	0000		EFT	02/01/2024	Reuter224		77488	81818		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601013 43100		SewContr PROSERVICE				350.00				
	2 62601013 43100		SWContr PROSERVICE				350.00				
	3 10101013 43100		GenContr PROSERVICE				1,680.00				
							2,380.00				
						CHECK TOTAL	2,380.00				
4429	Michael Huber	0000		INV	01/23/2024	78112		78112	82602		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew USERFEES				79.58				
							79.58				
						CHECK TOTAL	79.58				
257	Midwest Garage Door S	0000		EFT	01/26/2024	33020		78401	83127		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE				713.00				
							713.00				
						CHECK TOTAL	713.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
331	Milestone Contractors	0000	22301342	EFT	11/24/2023	163190		77845	82315	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		33,766.96				
							33,766.96			
						CHECK TOTAL	33,766.96			
254	Miller's Autobody, In	0000		EFT	01/20/2024	63067		77524	81982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		1,000.00				
							1,000.00			
254	Miller's Autobody, In	0000	22400014	EFT	01/06/2024	109274		77527	81985	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 43100		SWFleet	PROSERVICE		2,629.18				
							2,629.18			
254	Miller's Autobody, In	0000	22400016	EFT	01/15/2024	109429		77741	82203	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		3,741.00				
							3,741.00			
						CHECK TOTAL	7,370.18			
2252	Millers Towing and Tr	0000		EFT	01/07/2024	179102		77777	82239	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE		850.00				
							850.00			
2252	Millers Towing and Tr	0000		EFT	02/04/2024	179778		77852	82322	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		70.00				
							70.00			
2252	Millers Towing and Tr	0000		EFT	02/07/2024	179838		77925	82401	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		70.00				
							70.00			
2252	Millers Towing and Tr	0000		EFT	02/09/2024	179867		77988	82469	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		70.00				
							70.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2252	Millers Towing and Tr	0000		EFT	02/11/2024	179908		78248	82758		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		91.00					
							91.00				
2252	Millers Towing and Tr	0000		EFT	02/11/2024	179921		78433	83159		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		88.00					
							88.00				
						CHECK TOTAL	1,239.00				
4438	Mitchell Lee	0000		INV	01/27/2024	WEB25874327		78680	83422		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		149.95					
							149.95				
						CHECK TOTAL	149.95				
2055	MJ Insurance Inc	0000		EFT	12/27/2023	386928		78586	83324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		1,145,689.00					
							1,145,689.00				
2055	MJ Insurance Inc	0000		EFT	12/28/2023	386952		78589	83327		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		5,299.00					
							5,299.00				
2055	MJ Insurance Inc	0000		EFT	01/03/2024	387122		78590	83328		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		2,887.50					
							2,887.50				
2055	MJ Insurance Inc	0000		EFT	12/29/2023	386978		78591	83329		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		69,303.00					
							69,303.00				
						CHECK TOTAL	1,223,178.50				
2626	Mountain Glacier LLC	0000		EFT	02/07/2024	0101597754		77924	82400		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		86.42					
							86.42				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2626	Mountain Glacier LLC	0000		EFT	02/09/2024	0101598605		78202	82695	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE		7.00				
							7.00			
2626	Mountain Glacier LLC	0000		EFT	02/11/2024	0900525189		78454	83184	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 43100		GenContr	PROSERVICE		46.85				
							46.85			
						CHECK TOTAL	140.27			
968	MRO Supply LLC	0000		EFT	01/26/2024	25884		78402	83128	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		127.06				
							127.06			
						CHECK TOTAL	127.06			
4117	ms consultants inc	0000	22300995	EFT	02/09/2024	60-56041-00-3		77898	82371	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		930.42				
							930.42			
						CHECK TOTAL	930.42			
845	Multi Service Technol	0000		EFT	02/03/2024	991-1-69904		77791	82254	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/03/2024	991-1-69903		77793	82256	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/04/2024	991-1-69940		77857	82327	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/09/2024	20240110029632		78055	82544	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		400.00				
							400.00			

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

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000		EFT	02/04/2024	991-1-69939		78057	82545	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/07/2024	991-1-70022		78063	82552	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/07/2024	991-1-70031		78064	82554	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/07/2024	991-1-70032		78066	82555	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/07/2024	991-1-70033		78068	82557	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/07/2024	991-1-70034		78069	82558	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/08/2024	991-1-70058		78070	82559	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/08/2024	991-1-70063		78072	82561	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/08/2024	991-1-70064		78073	82562	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			188.99				
							188.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000		EFT	02/09/2024	991-1-70098		78159	82651	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/09/2024	991-1-70099		78161	82653	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		200.00				
							200.00			
						CHECK TOTAL	3,188.99			
845	Multi Service Technol	0000	22201237	EFT	02/17/2024	991-1-70342		78573	83310	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		71.99				
	2 60604010 42200		SewEng	OPERSUP		72.00				
	3 62604010 42200		SWEng	OPERSUP		72.00				
							215.99			
						CHECK TOTAL	215.99			
845	Multi Service Technol	0000	22301329	EFT	02/17/2024	991-1-70341		78576	83312	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		93.15				
	2 60604010 42200		SewEng	OPERSUP		67.27				
	3 62604010 42200		SWEng	OPERSUP		46.57				
							206.99			
						CHECK TOTAL	206.99			
234	Municipal Emergency S	0000		EFT	12/13/2023	IN1961953		77627	82087	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		1,085.00				
							1,085.00			
234	Municipal Emergency S	0000		EFT	12/13/2023	IN1961992		77631	82091	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		1,499.00				
							1,499.00			
						CHECK TOTAL	2,584.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4425	Natalie Love	0000		INV	01/23/2024	78108		78108	82598		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES			39.79				
							39.79				
						CHECK TOTAL	39.79				
2546	Nautilus LLC	0000		EFT	01/23/2024	SURL_Refund		78521	83253		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 43510000 43901		THBC	REFUNDS			157.97				
							157.97				
						CHECK TOTAL	157.97				
2716	Nelson & Co LLC	0000		EFT	09/08/2023	SI150069		77583	82043		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP			615.12				
							615.12				
2716	Nelson & Co LLC	0000		EFT	09/13/2023	SI150071		77586	82046		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP			351.13				
							351.13				
2716	Nelson & Co LLC	0000		EFT	10/08/2023	SI154701		77602	82062		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP			214.65				
							214.65				
2716	Nelson & Co LLC	0000		EFT	08/13/2023	SI-136438		77673	82134		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS			14.00				
							14.00				
2716	Nelson & Co LLC	0000		EFT	08/13/2023	SI152732 (SI151379)		77674	82135		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS			285.67				
							285.67				
2716	Nelson & Co LLC	0000		EFT	09/01/2023	SI153587		77675	82136		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS			52.00				
							52.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	09/22/2023	SI154225		77676	82137		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		94.00					
							94.00				
2716	Nelson & Co LLC	0000		EFT	09/22/2023	SI154227		77677	82138		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		18.80					
							18.80				
2716	Nelson & Co LLC	0000		EFT	11/16/2023	SI155755		77678	82139		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		209.97					
							209.97				
2716	Nelson & Co LLC	0000		EFT	11/17/2023	SI155783		77679	82141		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		93.98					
							93.98				
2716	Nelson & Co LLC	0000		EFT	01/13/2024	SI157331		77681	82142		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		1,067.84					
							1,067.84				
2716	Nelson & Co LLC	0000		EFT	01/23/2024	SC161307		77682	82143		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		-0.80					
							-0.80				
2716	Nelson & Co LLC	0000		EFT	01/10/2024	SC162225		77683	82144		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		-33.80					
							-33.80				
2716	Nelson & Co LLC	0000		EFT	12/31/2023	SI156966		77684	82145		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		252.00					
							252.00				
2716	Nelson & Co LLC	0000		EFT	01/23/2024	SC161418		77685	82146		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		-349.95					
							-349.95				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	01/23/2024	SC161547		77686	82147		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		-2.80					
							-2.80				
2716	Nelson & Co LLC	0000	22300703	EFT	02/02/2024	SI157730		77751	82213		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		675.04					
							675.04				
2716	Nelson & Co LLC	0000		EFT	02/02/2024	SC162265		77752	82214		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		-37.99					
							-37.99				
2716	Nelson & Co LLC	0000		EFT	08/11/2023	SI152732 (SI151378)		78021	82504		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		27.18					
							27.18				
2716	Nelson & Co LLC	0000	22300703	EFT	10/22/2023	SI154341		78022	82505		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		561.69					
							561.69				
2716	Nelson & Co LLC	0000	22300703	EFT	10/01/2023	SI154328		78023	82506		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		433.14					
	2 10105015 42231		GenSafeTr	UNIFORMS		93.98					
	3 10105015 42231		GenSafeTr	UNIFORMS		34.57					
							561.69				
2716	Nelson & Co LLC	0000		EFT	02/15/2024	SI158106		78498	83229		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		36.00					
							36.00				
						CHECK TOTAL	4,705.42				
327	Nelson Alarm Inc.	0000		INV	01/21/2024	240102001		77761	82223		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			420.00					
							420.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
327	Nelson Alarm Inc.	0000		INV	01/21/2024	240101221		78033	82521		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		147.00					
							147.00				
327	Nelson Alarm Inc.	0000		INV	01/21/2024	240101197		78034	82524		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,072.00					
							1,072.00				
						CHECK TOTAL	1,639.00				
2184	North American Rescue	0000		EFT	01/19/2024	IN766975		78464	83194		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		997.93					
							997.93				
						CHECK TOTAL	997.93				
3313	Nova Healthcare IN LL	0000		EFT	01/04/2024	000002515011		77580	82040		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		950.00					
							950.00				
3313	Nova Healthcare IN LL	0000		EFT	01/04/2024	000002514944		77639	82098		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		99.00					
							99.00				
3313	Nova Healthcare IN LL	0000		EFT	02/04/2024	000002539756		77854	82324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		99.00					
							99.00				
3313	Nova Healthcare IN LL	0000		EFT	02/05/2024	000002542701		78088	82577		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		950.00					
							950.00				
3313	Nova Healthcare IN LL	0000		EFT	01/05/2024	000002515031		78177	82670		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		198.00					
							198.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3313	Nova Healthcare IN LL	0000		EFT	02/06/2024	000002542698		78180	82673	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		198.00				
							198.00			
						CHECK TOTAL	2,494.00			
335	Office Three Sixty In	0000		EFT	01/20/2024	2773304		77479	81808	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10102010 42200		GenClerk	OPERSUP		117.98				
	2 10102100 42200		GenCourt	OPERSUP		176.97				
							294.95			
335	Office Three Sixty In	0000		EFT	12/08/2023	2723531		77825	82293	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		12.28				
							12.28			
335	Office Three Sixty In	0000		EFT	02/07/2024	2784480		77905	82380	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		48.85				
							48.85			
335	Office Three Sixty In	0000		EFT	02/18/2024	2795309		78602	83340	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		222.45				
							222.45			
335	Office Three Sixty In	0000		EFT	02/01/2024	2778107		78637	83378	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		61.50				
							61.50			
						CHECK TOTAL	640.03			
343	OneZone Inc	0000		EFT	01/17/2024	75986		78625	83366	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		45.00				
							45.00			
						CHECK TOTAL	45.00			
2470	OnPoint Hub & Spoke L	0000		EFT	02/01/2024	2/24 Rent		78501	83232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		38,172.03				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							38,172.03			
						CHECK TOTAL	38,172.03			
347	Otis Elevator Company	0000		EFT	01/01/2024	100401390061		78406	83132	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		823.19				
							823.19			
347	Otis Elevator Company	0000		EFT	01/01/2024	100401390167		78407	83133	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		512.85				
							512.85			
347	Otis Elevator Company	0000		EFT	01/01/2024	100401390406		78408	83134	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		135.50				
							135.50			
						CHECK TOTAL	1,471.54			
359	Parkside Animal Hospi	0000		EFT	12/10/2023	611223		77711	82173	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		421.36				
							421.36			
						CHECK TOTAL	421.36			
2899	Paul R Hansard	0000	22400076	EFT	01/15/2024	2023-15		78559	83293	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		3,500.00				
							3,500.00			
						CHECK TOTAL	3,500.00			
1565	Mike Pedersen	0000		INV	01/15/2024	12/2023CR		77557	82016	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43200		GenPDAdmin	COMMTRANS		67.00				
							67.00			
						CHECK TOTAL	67.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
384	Pinnacle Partners Inc	0000	22301147	EFT	02/01/2024	51098		78048	82537	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		7,035.32				
	2 62606050 43100		SWIT	PROSERVICE		1,758.83				
							8,794.15			
384	Pinnacle Partners Inc	0000	22301147	EFT	02/14/2024	51169		78450	83178	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		5,029.26				
	2 62606050 43100		SWIT	PROSERVICE		1,257.31				
							6,286.57			
						CHECK TOTAL	15,080.72			
4331	POON, LEO	0000		INV	01/23/2024	78366		78366	82915	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		137.94				
							137.94			
						CHECK TOTAL	137.94			
378	PowerDMS Inc	0000	22400059	EFT	01/13/2024	INV-44885		78428	83155	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		8,274.59				
							8,274.59			
						CHECK TOTAL	8,274.59			
1009	Pro Air Midwest LLC	0000		EFT	02/15/2024	13910		78514	83246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 43100		GenLogist	PROSERVICE		319.00				
							319.00			
						CHECK TOTAL	319.00			
4207	Propio LS LLC	0000		EFT	01/30/2024	0193801223		77771	82233	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10102100 43100		GenCourt	PROSERVICE		6.58				
							6.58			
4207	Propio LS LLC	0000		EFT	01/30/2024	0193791223		77858	82328	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21201012 43100		HDFBSG	PROSERVICE		615.81				
							615.81			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4207	Propio LS LLC	0000		EFT	01/30/2024	0193841223		78080	82569		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		9.86					
							9.86				
4207	Propio LS LLC	0000		EFT	01/30/2024	0197571223		78081	82570		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		7.20					
							7.20				
4207	Propio LS LLC	0000		EFT	01/30/2024	0197551223		78082	82571		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		16.73					
							16.73				
						CHECK TOTAL	656.18				
3328	Proveli LLC	0000		EFT	01/13/2024	81116		78270	82815		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106100 42200		MVHIC	OPERSUP		508.38					
							508.38				
3328	Proveli LLC	0000		EFT	01/21/2024	81595		78271	82817		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		474.44					
							474.44				
						CHECK TOTAL	982.82				
375	PTR, Inc.	0000		EFT	01/29/2024	157000		78174	82667		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		577.80					
							577.80				
						CHECK TOTAL	577.80				
374	PVS Nolwood Chemicals	0000	22400030	EFT	12/28/2023	816161		77928	82404		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		11,887.31					
							11,887.31				
374	PVS Nolwood Chemicals	0000	22400030	EFT	01/10/2024	817565		77929	82405		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		11,909.02					
							11,909.02				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
374	PVS Nolwood Chemicals	0000	22400030	EFT	01/26/2024	818756		77930	82407	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			2,485.66				
	2 60609014 42200		SewPWWaterOPERSUP			9,346.02				
							11,831.68			
						CHECK TOTAL	35,628.01			
4414	RAY, CAROL	0000		INV	01/23/2024	78097		78097	82587	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		62.00				
							62.00			
						CHECK TOTAL	62.00			
433	RCS Contractor Suppli	0000		EFT	01/12/2024	1-539994		78411	83137	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		38.25				
							38.25			
						CHECK TOTAL	38.25			
4032	Rebar Techway LLC	0000	22301348	EFT	02/11/2024	1011		78311	82857	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		5,672.69				
	2 21105058 43100		MNCPLHDFNBROSERVICE			3,257.31				
							8,930.00			
						CHECK TOTAL	8,930.00			
422	Reynolds Farm Equipme	0000		EFT	01/08/2024	P54741		77955	82434	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		12.61				
							12.61			
						CHECK TOTAL	12.61			
445	Rieth-Riley Construct	0000	22301330	EFT	12/14/2023	3200971-02		77546	82005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			1,350.00				
							1,350.00			
						CHECK TOTAL	1,350.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
445	Rieth-Riley Construct		0000	22301337	EFT	12/14/2023	3200971-03		77564	82023	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	37804010 44920		SR37PRJENGCAPEXP			8,918.98				
								8,918.98			
							CHECK TOTAL	8,918.98			
445	Rieth-Riley Construct		0000	22301334	EFT	12/14/2023	3200971-04		77565	82024	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	37804010 44920		SR37PRJENGCAPEXP			4,572.56				
								4,572.56			
							CHECK TOTAL	4,572.56			
3042	Robert Half Internati		0000		EFT	12/05/2023	62914878		78599	83337	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 43100		GenFndCS	PROSERVICE		54.72				
								54.72			
							CHECK TOTAL	54.72			
4423	Robert K. Green		0000		INV	01/23/2024	78106		78106	82596	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		39.79				
								39.79			
							CHECK TOTAL	39.79			
2961	Rotor Rooter Services		0000		INV	01/01/2024	168-25588964		78517	83249	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		514.00				
								514.00			
							CHECK TOTAL	514.00			
4098	Sagamore Institute In		0000	22300842	EFT	02/10/2024	ORD1425-F		78453	83183	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 43100		GenParks	PROSERVICE		2,693.00				
								2,693.00			
							CHECK TOTAL	2,693.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
466	Sharp Printing Servic	0000		EFT	02/03/2024	100968		78267	82812		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		20.00					
							20.00				
466	Sharp Printing Servic	0000		EFT	02/05/2024	100891		78572	83309		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		333.00					
							333.00				
466	Sharp Printing Servic	0000		EFT	02/11/2024	100949		78634	83375		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		255.00					
							255.00				
						CHECK TOTAL	608.00				
477	Shelby Gravel Inc	0000		EFT	01/16/2024	836938		78414	83140		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		1,266.17					
							1,266.17				
						CHECK TOTAL	1,266.17				
3062	SHI International Cor	0000	22400042	EFT	01/15/2024	B17547634		78077	82566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		120,127.98					
	2 60606050 43100		SewIT	PROSERVICE		3,000.00					
	3 62606050 43100		SWIT	PROSERVICE		11,000.00					
							134,127.98				
						CHECK TOTAL	134,127.98				
486	Signal Construction,	0000		EFT	02/10/2024	4108		78175	82668		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		232.50					
							232.50				
						CHECK TOTAL	232.50				
486	Signal Construction,	0000		EFT	02/10/2024	4109		78176	82669		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		1,299.50					
							1,299.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,299.50			
4436	SmartSights Technolog	0000		EFT	02/11/2024	2311389156		78466	83196	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601012 43100		BSGSWR	PROSERVICE		1,200.00				
							1,200.00			
						CHECK TOTAL	1,200.00			
4198	SMG US Midco 2 Inc	0000		EFT	01/22/2024	ARIV1012357		77765	82227	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 44391011 43100		ECNDEVMY	PROSERVICE		350.00				
							350.00			
						CHECK TOTAL	350.00			
4408	SMITH, WILLIAM	0000		INV	01/23/2024	78091		78091	82581	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62600000 34900		SW	USERFEES		261.08				
							261.08			
						CHECK TOTAL	261.08			
2372	Smyrna Ready Mix Conc	0000		EFT	11/13/2023	1020430571		77959	82438	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		686.00				
							686.00			
2372	Smyrna Ready Mix Conc	0000		EFT	11/27/2023	1020434750		77960	82439	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		1,720.00				
							1,720.00			
2372	Smyrna Ready Mix Conc	0000		EFT	01/19/2024	1020452800		78418	83144	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		1,827.50				
							1,827.50			
						CHECK TOTAL	4,233.50			
3350	SPF 15 Inc	0000		EFT	02/01/2024	2/24 Rent		78480	83211	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43510000 43700		THBC	RENTALS		7,391.25				
							7,391.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	7,391.25			
2114	St Vincent Health, We	0000		EFT	12/30/2023	20-41284		77680	82140	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE			102.32			
							102.32			
2114	St Vincent Health, We	0000	22301134	EFT	01/28/2024	20-41393		77748	82210	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE			11,054.77			
							11,054.77			
2114	St Vincent Health, We	0000		EFT	01/28/2024	20-41395		77749	82211	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE			102.32			
							102.32			
2114	St Vincent Health, We	0000		EFT	01/29/2024	20-41394		77760	82222	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE			102.32			
							102.32			
						CHECK TOTAL	11,361.73			
4412	STEINMETZ, COREY & EV	0000		INV	01/23/2024	78095		78095	82585	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			31.00			
							31.00			
						CHECK TOTAL	31.00			
460	Stericycle, Inc.	0000		EFT	12/18/2023	8005281998		77693	82154	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE			135.39			
							135.39			
						CHECK TOTAL	135.39			
460	Stericycle, Inc.	0000		EFT	01/17/2024	8005591491		77912	82388	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE			135.39			
							135.39			
						CHECK TOTAL	135.39			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2878	Sterling Infosystems		0000		EFT	01/30/2024	9685917		78632	83373	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101015 43100		GenHR	PROSERVICE		135.00				
								135.00			
							CHECK TOTAL	135.00			
4411	Sterling Nelson		0000		INV	01/23/2024	78094		78094	82584	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		876.40				
								876.40			
							CHECK TOTAL	876.40			
4433	Sue Griffith		0000		INV	01/23/2024	78116		78116	82606	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		420.21				
								420.21			
							CHECK TOTAL	420.21			
507	Sunbelt Rentals Inc		0000		EFT	01/21/2024	148506691-0002		78162	82654	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE		340.53				
								340.53			
507	Sunbelt Rentals Inc		0000		EFT	01/13/2024	148304987-0001		78163	82655	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		74.30				
								74.30			
507	Sunbelt Rentals Inc		0000		EFT	01/18/2024	148244488-0001		78164	82656	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		1,494.94				
								1,494.94			
507	Sunbelt Rentals Inc		0000		EFT	01/07/2024	148077600-0001		78171	82664	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		74.30				
								74.30			
							CHECK TOTAL	1,984.07			

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Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
20	Suzanne Finneran Clif	0000		EFT	12/31/2023	100		78580	83317		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		12,500.00					
						CHECK TOTAL	12,500.00				
							12,500.00				
1808	Switch Offices LLC	0000		EFT	01/18/2024	295		77766	82228		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		911.48					
						CHECK TOTAL	911.48				
							911.48				
573	TargetSolutions Learn	0000	22400034	EFT	01/31/2024	INV86907		78083	82572		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		16,694.70					
						CHECK TOTAL	16,694.70				
							16,694.70				
536	Mike Taylor	0000		INV	01/15/2024	12/2023CR		77559	82019		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43200		GenPDAdmin	COMMTRANS		67.00					
						CHECK TOTAL	67.00				
							67.00				
3019	Taylor Systems LLC	0000		EFT	01/10/2024	105722		78050	82539		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		500.00					
	2 10106050 42200		GenIT	OPERSUP		24.00					
							524.00				
3019	Taylor Systems LLC	0000	22301277	EFT	02/15/2024	105757		78058	82547		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		11,968.89					
						CHECK TOTAL	11,968.89				
							11,968.89				
3019	Taylor Systems LLC	0000	22301246	EFT	02/15/2024	105756		78060	82549		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		5,414.82					
						CHECK TOTAL	5,414.82				
							5,414.82				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3019	Taylor Systems LLC		0000	22201329	EFT	02/15/2024	105748		78061	82550	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 42200		GenIT	OPERSUP		11,107.28				
	2	10106050 43100		GenIT	PROSERVICE		1,593.90				
								12,701.18			
							CHECK TOTAL	30,608.89			
2268	Teleflex LLC		0000		EFT	01/05/2024	9507781670		77689	82150	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		562.50				
								562.50			
2268	Teleflex LLC		0000		EFT	01/27/2024	9507873550		77882	82353	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		612.50				
								612.50			
							CHECK TOTAL	1,175.00			
341	Terry Van Skyock		0000	22300057	EFT	01/12/2024	1698		78429	83156	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks PROSERVICE			9,975.00				
								9,975.00			
							CHECK TOTAL	9,975.00			
833	Testing For Public Sa		0000		EFT	12/28/2023	LIN2023.40		77531	81989	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSpprt PROSERVICE			1,575.00				
								1,575.00			
833	Testing For Public Sa		0000		EFT	07/05/2023	AMY2023.39		77544	82003	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSpprt PROSERVICE			1,500.00				
								1,500.00			
							CHECK TOTAL	3,075.00			
2172	The Huntington Nation		0000		EFT	01/10/2024	56502		78128	82619	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	47140000 43100		FishersI69	PROSERVICE		2,000.00				
								2,000.00			
							CHECK TOTAL	2,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
282	The Mailing Station,	0000		EFT	01/19/2024	169780		77487	81817		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 43100		GenContr	PROSERVICE			102.69				
							102.69				
282	The Mailing Station,	0000		EFT	01/14/2024	169620		77570	82029		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE			16.27				
							16.27				
282	The Mailing Station,	0000		EFT	02/08/2024	170112		78085	82574		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43100		GenInvstgt	PROSERVICE			21.51				
							21.51				
						CHECK TOTAL	140.47				
572	The Sherwin-Williams	0000		EFT	02/20/2024	5035-8		77740	82202		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				58.38				
							58.38				
572	The Sherwin-Williams	0000		EFT	02/20/2024	5064-8		77756	82218		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP				57.08				
							57.08				
572	The Sherwin-Williams	0000		EFT	01/20/2024	0361-7		77956	82435		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP			111.70				
							111.70				
572	The Sherwin-Williams	0000		EFT	01/20/2024	5000-2		78185	82678		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP			67.90				
							67.90				
572	The Sherwin-Williams	0000		EFT	01/20/2024	4694-3		78193	82687		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP			29.65				
							29.65				
						CHECK TOTAL	324.71				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4295	Thomas Spille	0000		INV	02/10/2024	26501		78662	83403		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21701015 43200		DonHR	COMMTRANS		510.21					
							510.21				
						CHECK TOTAL	510.21				
532	Tiffany Lawn & Garden	0000		EFT	02/03/2024	17701/3		77962	82441		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		15.00					
							15.00				
532	Tiffany Lawn & Garden	0000		EFT	02/03/2024	17703/3		77963	82442		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		15.00					
							15.00				
532	Tiffany Lawn & Garden	0000		EFT	02/03/2024	87604/1		77965	82444		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		15.00					
							15.00				
532	Tiffany Lawn & Garden	0000		EFT	02/07/2024	17754/3		77967	82446		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		15.00					
							15.00				
532	Tiffany Lawn & Garden	0000		EFT	01/27/2024	17848/3		78182	82675		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		168.00					
							168.00				
						CHECK TOTAL	228.00				
748	Sean Totten	0000		INV	01/23/2024	121423		78059	82548		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43200		GenIT	COMMTRANS		52.76					
	2 60606050 43200		SewIT	COMMTRANS		21.10					
	3 62606050 43200		SWIT	COMMTRANS		10.56					
							84.42				
						CHECK TOTAL	84.42				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2707	TouchPhrase Developme		0000	22400035	EFT	12/30/2023	Julota23-1102		78079	82568	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			15,248.00				
							15,248.00				
							CHECK TOTAL	15,248.00			
553	Trane US Inc.		0000		EFT	01/21/2024	15872401		78419	83145	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP			420.86				
							420.86				
							CHECK TOTAL	420.86			
589	Tucor, Inc		0000	22400067	EFT	02/05/2024	105207		78551	83285	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			3,260.00				
							3,260.00				
							CHECK TOTAL	3,260.00			
839	Tyler Technologies In		0000		EFT	02/21/2024	045-366039		78122	82613	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			-1,300.00				
							-1,300.00				
839	Tyler Technologies In		0000		EFT	01/13/2024	045-446988		78124	82615	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			1,396.96				
							1,396.96				
839	Tyler Technologies In		0000		EFT	02/12/2024	045-450775		78125	82616	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			650.00				
							650.00				
839	Tyler Technologies In		0000		EFT	02/12/2024	045-450774		78126	82617	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			750.00				
							750.00				
							CHECK TOTAL	1,496.96			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
122	UKG Kronos Systems LL	0000	22400066	EFT	01/19/2024	12179048		78436	83162		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		68,441.43	68,441.43				
122	UKG Kronos Systems LL	0000		EFT	02/05/2024	12184657		78437	83163		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		2,467.36	2,467.36				
122	UKG Kronos Systems LL	0000		EFT	11/28/2023	1200594		78438	83164		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		-2,705.40	-2,705.40				
						CHECK TOTAL	68,203.39				
58	Uline Inc	0000	22400017	EFT	01/20/2024	172367952		78203	82697		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			4,359.03	4,359.03				
58	Uline Inc	0000		EFT	01/17/2024	172268193		78212	82706		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			1,781.97	1,781.97				
						CHECK TOTAL	6,141.00				
1871	UrbanEco Properties L	0001		EFT	02/01/2024	2/24 Rent		78481	83212		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		14,634.86	14,634.86				
						CHECK TOTAL	14,634.86				
614	Van Ausdall & Farrar	0000	22301084	EFT	01/31/2024	83810		78038	82527		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		5,992.47					
	2 62606050 43100		SWIT	PROSERVICE		484.99					
							6,477.46				

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

WARRANT: 12324 01/22/2024

DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar	0000	22301084	EFT	01/26/2024	596933		78039	82528	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		65.31				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							65.31			
614	Van Ausdall & Farrar	0000	22301084	EFT	01/18/2024	596083		78040	82530	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		98.84				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							98.84			
614	Van Ausdall & Farrar	0000	22301084	EFT	01/18/2024	596107		78041	82531	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		103.37				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							103.37			
614	Van Ausdall & Farrar	0000		EFT	11/04/2023	587158		78043	82532	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		68.46				
							68.46			
614	Van Ausdall & Farrar	0000		EFT	10/23/2023	585669		78045	82534	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		40.34				
							40.34			
614	Van Ausdall & Farrar	0000	22301084	EFT	02/03/2024	597823		78046	82535	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,669.18				
	2 62606050 43100		SWIT	PROSERVICE		33.60				
							1,702.78			
						CHECK TOTAL	8,556.56			
3510	Veridus Group Inc	0000	22300170	EFT	02/10/2024	203037		78502	83233	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		495.00				
							495.00			
						CHECK TOTAL	495.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
617	Vision Marketing Pass	0000		EFT	01/13/2024	2045		77691	82152	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		56.95				
							56.95			
						CHECK TOTAL	56.95			
2813	Visionary Cove LLC	0000		EFT	02/01/2024	2/24 Rent		78478	83209	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS		60,372.00				
							60,372.00			
						CHECK TOTAL	60,372.00			
398	Warrens Turf	0000		EFT	01/06/2024	210951		77560	82018	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		-20.00				
							-20.00			
398	Warrens Turf	0000		EFT	12/16/2023	210494		78086	82575	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		756.75				
							756.75			
398	Warrens Turf	0000		EFT	01/17/2024	211183		78421	83147	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106100 42200		MVHIC	OPERSUP		449.50				
							449.50			
						CHECK TOTAL	1,186.25			
2380	Whites Ace Hardware F	0000		EFT	01/26/2024	37501344		77735	82197	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		3.44				
							3.44			
2380	Whites Ace Hardware F	0000		EFT	01/26/2024	37501372		77736	82198	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		29.43				
							29.43			
2380	Whites Ace Hardware F	0000		EFT	02/07/2024	37503797		77874	82346	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		41.98				
							41.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2380	Whites Ace Hardware F	0000		EFT	01/07/2024	37496444		77968	82447		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP			2.30				
							2.30				
2380	Whites Ace Hardware F	0000		EFT	12/30/2023	37494347		77969	82448		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP			79.84				
							79.84				
2380	Whites Ace Hardware F	0000		EFT	02/08/2024	37504118		78084	82573		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP			44.93				
							44.93				
2380	Whites Ace Hardware F	0000		EFT	01/12/2024	37497959		78422	83148		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP			59.94				
							59.94				
2380	Whites Ace Hardware F	0000		EFT	02/17/2024	37505982		78570	83306		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP			19.96				
							19.96				
						CHECK TOTAL	281.82				
2737	Wild Ridge Lawn & Lan	0000	22301236	EFT	01/21/2024	32209		78368	83093		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE			3,396.00				
							3,396.00				
2737	Wild Ridge Lawn & Lan	0000	22400069	EFT	01/31/2024	32186		78459	83189		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE			4,129.27				
							4,129.27				
2737	Wild Ridge Lawn & Lan	0000	22400068	EFT	01/31/2024	32187		78463	83193		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE			4,000.05				
							4,000.05				
2737	Wild Ridge Lawn & Lan	0000	22400087	EFT	01/31/2024	32185		78631	83372		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE			22,333.34				
							22,333.34				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	33,858.66			
4417	WISSMAN, LISA H.	0000		INV	01/23/2024	78100		78100	82590	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		119.37				
						CHECK TOTAL	119.37			
204	Workplace Services Co	0000		EFT	01/31/2024	LS-IN-100033		78660	83401	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100	GenHR		PROSERVICE		2,997.00				
						CHECK TOTAL	2,997.00			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437025		77605	82065	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200	GFIC		OPERSUP		177.33				
						CHECK TOTAL	177.33			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437041		77609	82069	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200	GFIC		OPERSUP		354.84				
						CHECK TOTAL	354.84			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437058		77613	82073	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200	GFIC		OPERSUP		50.43				
						CHECK TOTAL	50.43			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437066		77614	82074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200	GFIC		OPERSUP		18.36				
						CHECK TOTAL	18.36			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437074		77619	82079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200	GFIC		OPERSUP		5.93				
						CHECK TOTAL	5.93			
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437082		77620	82080	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200	GFIC		OPERSUP		65.23				
						CHECK TOTAL	65.23			

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Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	12/27/2023	9915437090		77621	82081	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		209.00	209.00			
1309	WW Grainger Inc	0000		EFT	12/28/2023	9916866834		77622	82082	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		860.10	860.10			
1309	WW Grainger Inc	0000		EFT	12/28/2023	9916866842		77623	82083	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		678.66	678.66			
1309	WW Grainger Inc	0000		EFT	12/29/2023	9918701583		77626	82086	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		49.56	49.56			
1309	WW Grainger Inc	0000		EFT	12/29/2023	9918701591		77628	82088	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		45.54	45.54			
1309	WW Grainger Inc	0000		EFT	12/29/2023	9918701609		77629	82089	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		242.40	242.40			
1309	WW Grainger Inc	0000		EFT	12/30/2023	9919896473		77632	82092	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		1,101.86	1,101.86			
1309	WW Grainger Inc	0000		EFT	12/30/2023	9919896481		77634	82094	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		26.72	26.72			
1309	WW Grainger Inc	0000		EFT	12/30/2023	9919896499		77636	82095	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		850.22	850.22			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc			0000		EFT	01/03/2024	9922519658		77641	82101	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			1,377.72			
									1,377.72			
1309	WW Grainger Inc			0000		EFT	01/03/2024	9922519666		77645	82105	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			360.88			
									360.88			
1309	WW Grainger Inc			0000		EFT	01/04/2024	9924803126		77648	82109	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			1,403.70			
									1,403.70			
1309	WW Grainger Inc			0000		EFT	01/06/2024	9927493065		77651	82112	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			159.36			
									159.36			
1309	WW Grainger Inc			0000		EFT	01/06/2024	9927493073		77653	82114	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			107.21			
									107.21			
1309	WW Grainger Inc			0000		EFT	01/06/2024	9927493099		77654	82115	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			280.49			
									280.49			
1309	WW Grainger Inc			0000		EFT	01/06/2024	9927493107		77655	82116	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106100	42200		GFIC	OPERSUP			18.32			
									18.32			
1309	WW Grainger Inc			0000		EFT	01/03/2024	9922227872		77659	82120	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105013	42200		GenLogist	OPERSUP			103.57			
									103.57			
1309	WW Grainger Inc			0000		EFT	01/03/2024	9922737268		77660	82121	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105013	42200		GenLogist	OPERSUP			212.31			
									212.31			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	01/04/2024	9924238562		77661	82122	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		95.09	95.09			
1309	WW Grainger Inc	0000		EFT	01/04/2024	9925003866		77662	82123	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		234.26	234.26			
1309	WW Grainger Inc	0000		EFT	01/11/2024	9933108293		77663	82124	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		239.81	239.81			
1309	WW Grainger Inc	0000		EFT	01/21/2024	9943789553		77778	82241	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		45.35	45.35			
1309	WW Grainger Inc	0000		EFT	01/21/2024	9944117655		77779	82242	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		466.16	466.16			
1309	WW Grainger Inc	0000		EFT	01/25/2024	9944728030		77780	82243	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		399.36	399.36			
1309	WW Grainger Inc	0000		EFT	02/04/2024	9953415180		77851	82321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		443.09	443.09			
1309	WW Grainger Inc	0000		EFT	01/06/2024	9927493115		77931	82406	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		165.25	165.25			
1309	WW Grainger Inc	0000		EFT	01/07/2024	9929486752		77932	82408	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		217.33	217.33			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	01/07/2024	9929486760		77933	82409	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			54.91			
								54.91			
1309	WW Grainger Inc		0000		EFT	01/07/2024	9929486778		77935	82411	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			125.06			
								125.06			
1309	WW Grainger Inc		0000		EFT	01/07/2024	9929486786		77936	82412	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			1,296.82			
								1,296.82			
1309	WW Grainger Inc		0000		EFT	01/07/2024	9929486794		77937	82413	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			651.99			
								651.99			
1309	WW Grainger Inc		0000		EFT	01/07/2024	9929486802		77938	82414	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			315.48			
								315.48			
1309	WW Grainger Inc		0000		EFT	01/12/2024	9933728165		78148	82639	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			54.56			
								54.56			
1309	WW Grainger Inc		0000		EFT	01/12/2024	9933728157		78149	82640	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			360.02			
								360.02			
1309	WW Grainger Inc		0000		EFT	01/13/2024	9935488453		78150	82641	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			229.26			
								229.26			
1309	WW Grainger Inc		0000		EFT	01/13/2024	9935488487		78151	82642	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			522.14			
								522.14			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/13/2024	9935488495		78228	82773		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		125.32	125.32				
1309	WW Grainger Inc	0000		EFT	01/14/2024	9936747675		78229	82774		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		9.74	9.74				
1309	WW Grainger Inc	0000		EFT	01/14/2024	9936747691		78230	82775		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		37.76	37.76				
1309	WW Grainger Inc	0000		EFT	01/14/2024	9936747717		78231	82776		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		63.22	63.22				
1309	WW Grainger Inc	0000		EFT	01/14/2024	9936747725		78232	82777		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		129.70	129.70				
1309	WW Grainger Inc	0000		EFT	01/14/2024	9936747733		78233	82778		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		136.82	136.82				
1309	WW Grainger Inc	0000		EFT	01/17/2024	9939171493		78234	82779		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		27.00	27.00				
1309	WW Grainger Inc	0000		EFT	01/17/2024	9939171501		78235	82780		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		43.79	43.79				
1309	WW Grainger Inc	0000		EFT	01/10/2024	9931147020		78236	82781		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		25.29	25.29				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	01/17/2024	9939171519		78237	82782	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		84.41	84.41			
1309	WW Grainger Inc	0000		EFT	01/18/2024	9940509962		78238	82783	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		30.30	30.30			
1309	WW Grainger Inc	0000		EFT	01/10/2024	9931147038		78239	82784	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		53.24	53.24			
1309	WW Grainger Inc	0000		EFT	01/18/2024	9939959087		78240	82785	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		42.42	42.42			
1309	WW Grainger Inc	0000		EFT	01/18/2024	9940509970		78241	82786	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		176.62	176.62			
1309	WW Grainger Inc	0000		EFT	01/18/2024	9940509988		78242	82787	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		984.01	984.01			
1309	WW Grainger Inc	0000		EFT	01/19/2024	9941569908		78243	82788	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		44.52	44.52			
1309	WW Grainger Inc	0000		EFT	01/19/2024	9941569916		78244	82789	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		290.96	290.96			
1309	WW Grainger Inc	0000		EFT	01/19/2024	9941569924		78245	82790	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106100 42200		GFIC	OPERSUP		902.68	902.68			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/19/2024	9941569932		78246	82791		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		138.62	138.62				
1309	WW Grainger Inc	0000		EFT	01/20/2024	9943266230		78247	82792		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		122.84	122.84				
1309	WW Grainger Inc	0000		EFT	01/20/2024	9943266248		78248	82793		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		177.10	177.10				
1309	WW Grainger Inc	0000		EFT	01/20/2024	9943266255		78249	82794		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		11.76	11.76				
1309	WW Grainger Inc	0000		EFT	01/25/2024	9944790824		78250	82795		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		69.12	69.12				
1309	WW Grainger Inc	0000		EFT	11/24/2023	9883663289		78260	82805		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		26.65	26.65				
1309	WW Grainger Inc	0000		EFT	11/24/2023	9883663271		78262	82807		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		323.84	323.84				
1309	WW Grainger Inc	0000		EFT	11/19/2023	9878122861		78264	82809		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		253.44	253.44				
1309	WW Grainger Inc	0000		EFT	11/22/2023	9880230330		78265	82810		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		578.25	578.25				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	11/22/2023	9880230322		78266	82811		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		481.15					
							481.15				
1309	WW Grainger Inc	0000		EFT	11/17/2023	9874137434		78272	82818		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		110.10					
							110.10				
1309	WW Grainger Inc	0000		EFT	11/17/2023	9874137426		78274	82820		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		26.80					
							26.80				
1309	WW Grainger Inc	0000		EFT	11/17/2023	9874137418		78275	82821		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		31.44					
							31.44				
1309	WW Grainger Inc	0000		EFT	11/19/2023	9877462052		78276	82822		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		-176.50					
							-176.50				
1309	WW Grainger Inc	0000		EFT	11/18/2023	9876584609		78277	82823		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		3.16					
							3.16				
1309	WW Grainger Inc	0000		EFT	11/18/2023	9876584591		78278	82824		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		72.24					
							72.24				
1309	WW Grainger Inc	0000		EFT	11/18/2023	9876584583		78281	82827		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		3.16					
							3.16				
1309	WW Grainger Inc	0000		EFT	11/18/2023	9876584567		78282	82828		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		262.76					
							262.76				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	11/18/2023	9876584575		78283	82829	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			28.24			
								28.24			
1309	WW Grainger Inc		0000		EFT	11/18/2023	9876584559		78284	82830	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			97.70			
								97.70			
1309	WW Grainger Inc		0000		EFT	11/19/2023	9878122879		78285	82831	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			72.50			
								72.50			
1309	WW Grainger Inc		0000		EFT	11/24/2023	9883663263		78286	82832	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			101.50			
								101.50			
1309	WW Grainger Inc		0000		EFT	11/24/2023	9883663255		78287	82833	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			51.01			
								51.01			
1309	WW Grainger Inc		0000		EFT	11/24/2023	9883663248		78289	82835	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			1,314.58			
								1,314.58			
1309	WW Grainger Inc		0000		EFT	11/24/2023	9883663297		78290	82836	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			243.74			
								243.74			
1309	WW Grainger Inc		0000		EFT	01/20/2024	9942816431		78301	82847	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			165.68			
								165.68			
1309	WW Grainger Inc		0000		EFT	02/09/2024	9958216906		78307	82854	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106100 42200		GFIC	OPERSUP			29.20			
								29.20			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/09/2024	9958216922		78312	82858		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		393.88	393.88				
1309	WW Grainger Inc	0000		EFT	02/08/2024	9956448741		78314	82860		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		734.73	734.73				
1309	WW Grainger Inc	0000		EFT	02/08/2024	9956448733		78315	82861		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		47.88	47.88				
1309	WW Grainger Inc	0000		EFT	02/07/2024	9955233599		78316	82862		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		134.76	134.76				
1309	WW Grainger Inc	0000		EFT	02/07/2024	9955233581		78317	82863		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		636.28	636.28				
1309	WW Grainger Inc	0000		EFT	02/04/2024	9953415248		78319	82865		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		518.58	518.58				
1309	WW Grainger Inc	0000		EFT	02/04/2024	9953415222		78320	82866		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		1,155.22	1,155.22				
1309	WW Grainger Inc	0000		EFT	02/04/2024	9953415206		78321	82867		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106100 42200		GFIC	OPERSUP		57.04	57.04				
1309	WW Grainger Inc	0000		EFT	02/04/2024	9953876027		78497	83228		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		61.66	61.66				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12324 01/22/2024
 DUE DATE: 01/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/15/2024	9963786828		78532	83265		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			496.09					
							496.09				
1309	WW Grainger Inc	0000		EFT	02/15/2024	9963786836		78533	83266		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			51.61					
							51.61				
						CHECK TOTAL	26,791.29				
1232	Zero Gravity Filters	0000		EFT	11/15/2023	8606		77630	82090		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			144.45					
							144.45				
						CHECK TOTAL	144.45				
710	Zoll Medical Corp	0000		EFT	01/18/2024	3878344		77692	82153		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS OPERSUP			1,381.80					
							1,381.80				
						CHECK TOTAL	1,381.80				
915	INVOICES					WARRANT TOTAL	3,131,504.43				
						CASH ACCOUNT BALANCE					
							3,131,504.43				
							47,373,828.27				



Board Action Form

MEETING DATE	1/23/2024			
TITLE	Request to Approve a Professional Services Agreement with A&F Engineering			
SUBMITTED BY	Name & Title: Hateem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R012324	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	Attached is a professional services agreement with A&F Engineering to provide various engineering services. A&F Engineering has served in a consulting role with the city of fishers providing various engineering services to numerous departments including: Engineering, Public Works, Community Development, and Administration. This agreement perpetuates these services for calendar year 2024.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$149,220
	Expenditure \$:	\$149,220
	Source of Funds:	LRS 2020.4010.4420
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Accept the agreement by approval of the resolution
	2.	Deny Approval
	3.	Take no action
	4.	
PROJECT TIMELINE	The proposed agreement continues the various engineering services provided by A&F Engineering for the City and they will begin January 1, 2024	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Contract	

RESOLUTION NO. R012324

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

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

WHEREAS, AF Engineering Co., LLC, (“Consultant”) has expressed a willingness to provide services on an as-needed basis, which include but are not limited to the following: speed studies, 4-way stop control studies, preliminary signal warrant studies, queue length studies, trip generation studies, impact fee calculations, and attend various meetings on behalf of the City; and

WHEREAS, the City now desires to enter into the 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 a duly noticed and regularly scheduled meeting as follows:

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

Section 2. The Mayor is authorized to execute an agreement substantially similar to the Agreement.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey 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 _____, 2023 (“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. OWNER'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 from 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, 2024 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 of 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 OWNER'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 OWNER'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 United 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 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

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.

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 \$12,435.00, 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
2024 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>
Principal	\$ 285.00
Project Manager	\$ 250.00
Transportation Engineer	\$ 180.00
Traffic Engineer	\$ 160.00
Designer	\$ 180.00
Traffic Counter	\$ 120.00
CADD Technician	\$ 120.00



Board Action Form

MEETING DATE	01/23/2024			
TITLE	Request to Approve an Agreement between the City and Crider & Crider			
SUBMITTED BY	Name & Title: Hatem Mekky Department: Business Solutions Group			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R012324A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Attached is an agreement with Crider and Crider to regrade a ditch, we have had discussions about this with this INDOT specifically regarding remediation along the I69 embankment on the East side of 69 along USA Parkway. 3 quotes were solicited and Crider & Crider was the lowest responsible bidder.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$110,400.05
	Expenditure \$:	
	Source of Funds:	Wheel Tax
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Accept the agreement by approval of the resolution
	2.	Deny Approval
	3.	Take no action
	4.	
PROJECT TIMELINE	Work will be complete in the first quarter of 2024	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Contract	

RESOLUTION NO. R012324A

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT- I-69 GRADING
PROJECTS (CRIDER & CRIDER)**

WHEREAS, The City of Fishers, Hamilton County, (“City”) desires to contract for engineering services required to regrade a ditch along I-69 and USA Parkway.

WHEREAS, Crider & Crider (“Contractor”) has expressed a willingness to furnish all labor, equipment, and materials (“work”) provided by Contractor as set forth in Exhibit A, (“the Crider proposal”), which include but are not limited to the following: Permanent seed, erosion control, grade greenspace, revetment riprap, 12” class III RCP, 6-10”, storm inlet, 36” storm RCP class III, 0-6”, and 36” end section and

WHEREAS, the City now desires to enter into the agreement with Contractor for I-69 Grading related to the Project, 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 a duly noticed and regularly scheduled meeting as follows:

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

Section 2. The Mayor is authorized to execute an agreement substantially similar to the Agreement.

Section 3. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Crider and Crider Inc., an Indiana corporation (the “Contractor”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Contractor to provide certain service to grade between IO-69 and USA Parkway as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the later of (a) completion of the Services, or (b) _____, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). In no event shall payments be made for work done or Services performed after expiration of the Term.

- A. **Early Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Contractor (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Contractor’s contractual relationship with the City); or (ii) it becomes generally known that Contractor is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Contractor breaches a fiduciary duty owed to City as a result of performance or nonperformance of the Services.

- B. **Termination for Material Default.** In the event of material default, the non-defaulting Party may terminate this Agreement upon three (3) days' written notice which right shall not be subject to the right to cure.
- C. **Survival.** Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement during the Term and prior to termination as provided herein.
3. **CONFIDENTIALITY.** Contractor acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information"). Contractor shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Contractor shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, Contractor shall return to City all Confidential Information. This provision shall survive termination of this Agreement.
4. **CONSIDERATION.** For and in consideration of and as a material inducement for Contractor fully satisfying its obligations included herein, Contractor shall be paid as set forth in Exhibit A (the "Consideration"); provided, however, the Contractor acknowledges that to be timely paid, the Contractor shall within ten (10) days of the Effective Date, provide City (a) the completed EFT form attached as Exhibit B (the "EFT Form"), and, if not previously provided to the City during 2023, (b) a completed 1099 form. All Compensation shall be paid to Contractor by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Contractor under contracts to which Contractor is a party, to the extent that such contracts relate to the performance of the Services by Contractor or any party acting by, under, through, or on behalf of Contractor; (b) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or (c) the breach by Contractor of any term or condition of this Agreement or any Ancillary Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.
6. **COMPLIANCE WITH LAWS.** During the Term, Contractor shall fully comply with the Laws while delivering the Services. For purposes of this Section 6, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Contractor acknowledges and agree that the City must comply with the Laws,

including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

7. GOVERNING LAW.

- A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.
- B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

- 8. CONTRACTOR CERTIFICATIONS.** Contractor represents and warrants to the City that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Moreover, Contractor understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 8, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Contractor covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Contractor shall execute the affidavit included as Exhibit C affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City.

- 9. MISCELLANEOUS.** This Agreement shall inure to the benefit of, and be binding upon, City and Contractor, and their respective successors and assigns; provided, however, Contractor may only assign this Agreement upon written approval of the City. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Contractor waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right

Contractor may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and Contractor. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between Contractor and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

[signatures on following pages]

City of Fishers, Hamilton County, Indiana

By: _____
Scott Fadness, Mayor

Crider and Crider, Inc.

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
EFT Form

EXHIBIT C
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Crider and Crider, Inc., an Indiana corporation (**Contractor**), effective as of _____, 2024 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of Contractor:

1. Contractor is enrolled in and is participating in the E-Verify program;
2. Contractor does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contractor has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Contractor and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Contractor.

Crider and Crider, Inc.

Its: _____
[SIGNATORY'S POSITION]



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve Provider Agreements with Indiana Pro Health Network, LLC (Community Health) and Medicare Advantage-Pro Health Network			
SUBMITTED BY	Name & Title: Monica Heltz, Public Health Director Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R012324B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Health Department is completing the credentialing process to bill and accept health insurance information and payments. The two contracts before the Board currently are Indiana Pro Health Network, LLC and Indiana Pro Health Medicare Advantage Plan.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0
	Expenditure \$:	\$0
	Source of Funds:	\$0
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the attached provider agreements.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R012324B

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING PROVIDER AGREEMENT
(PROHEALTH)**

WHEREAS, in 2020, the City of Fishers created a Health Department (“Health Department”) to protect and promote the health and wellbeing of Fishers residents;

WHEREAS, ProHealth is an insurance company that provides health benefit plans for covered participants (“ProHealth”);

WHEREAS, The Health Department is completing the credential process to allow the City to accept health information, process claims, and accept payments from ProHealth; and

WHEREAS, the City now desires to enter into an Agreements with ProHealth (“ProHealth Agreements”) all as more particularly described in Exhibit A and Exhibit B, which is attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** The Board hereby approves the ProHealth Agreements, as more particularly described in Exhibit A and Exhibit B, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor or the Director of the Health Department 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.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 23rd day of January 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, 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

INDIANA PROHEALTH NETWORK, LLC
PREFERRED PROVIDER ORGANIZATION
FACILITY AGREEMENT

This Agreement is hereby entered into by and between Indiana ProHealth Network, LLC, an Indiana corporation hereinafter referred to as "PROHEALTH," and **City of Fishers, d/b/a Fishers Health Department**, a corporation hereinafter referred to as "FACILITY." This Agreement shall be effective on _____.

WITNESSETH THAT:

WHEREAS, PROHEALTH administers a preferred provider program including contracting with payers as hereinafter defined;

WHEREAS, **FACILITY** wishes to become a preferred provider under such program on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, promises and undertakings hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following words or phrases shall have the meanings as set forth below:

Section 1.1. "Co-payment" means a fixed dollar amount payable by a Covered Person for a specific service such as \$20.00 for an office visit. Co-payment is not the same as deductible or co-insurance.

Section 1.2. "Covered Person(s)" means any person(s) eligible to receive Covered Services under Payers' benefit plans and to access PROHEALTH pursuant to the contract(s) between PROHEALTH and a Payer(s).

Section 1.3. "Covered Service(s)" means those Health Services for which a Payer is obligated to pay pursuant to Payer's group health insurance plan, individual health insurance policies and/or Workers' Compensation policies and the contract between Payer and PROHEALTH.

Section 1.4. "Emergency" is defined as "a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a

pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions or serious dysfunction of any bodily organ or part.”

Section 1.5. **"FACILITY Services"** means those health care services which a Preferred **FACILITY** generally and customarily provides to patients.

Section 1.6. **"Health Services"** means those services that a health care provider is licensed to provide and which it customarily provides to individuals; or those inpatient and outpatient services that a health care facility is licensed, equipped and staffed to provide, and which it customarily provides to individuals.

Section 1.7. **"Hospital Services"** means those health care services which a Preferred Hospital generally and customarily provides to patients.

Section 1.8. **"Provider Satisfaction Procedure"** means that program established by PROHEALTH to resolve any controversy, dispute, or claim between PROHEALTH and a Preferred Provider regarding coverage limitation or denial of payment recommendations made by PROHEALTH.

Section 1.10. **"Medically Necessary" or "Medical Necessity"** means Health Services and supplies that are: 1) required for the treatment of illness, injury, diseased condition, or impairment; 2) consistent with the Covered Person's diagnosis(es) or symptoms; 3) appropriate treatment according to accepted medical and surgical practices and standards prevailing in the area at the time of treatment; 4) not provided only as a convenience to the Covered Person and/or Preferred Provider. The fact that any particular health care provider may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such treatment Medically Necessary.

Section 1.11. **"Payer"** means an insurance company, employer, union welfare trust or other entity which has entered into an agreement with PROHEALTH by the terms of which Payer will compensate or will require a third party administrator or other party, which may include PROHEALTH, to compensate Preferred Providers for Covered Services provided to Covered Persons in accordance with the terms and conditions set forth in the agreement between PROHEALTH and Payer.

Section 1.12. **"Payer Review Programs"** means Utilization Review, Quality Assurance, Patient Satisfaction and/or grievance programs, and any modifications thereto which may be made from time to time by Payer, established by Payers to review the services provided by Preferred Providers and facilities including but not limited to pre-certification of elective hospital admissions, pre-admission testing program, length of stay determination, concurrent review program, discharge planning program, ambulatory surgery program, second surgical opinion program, weekend admission deterrent program, same day surgical admission program, and retrospective review programs.

Section 1.13. **"Preferred FACILITY"** means any facility duly licensed to provide **FACILITY** Services in the State of Indiana that has entered into a contract with PROHEALTH to

provide Covered Services to Covered Persons.

Section 1.14. "Preferred Hospital" means any hospital duly licensed to provide Hospital Services in the State of Indiana that has entered into an agreement with PROHEALTH to provide Covered Services to Covered Persons.

Section 1.15. "Preferred Professional" means any health care professional, including but not limited to physicians, dentists, podiatrists and psychologists, nurse practitioners and physician assistants, who is duly licensed to practice his/her profession in the State of Indiana by holding an unlimited license to practice, on whom no disciplinary sanction is imposed, and who has entered into an agreement with PROHEALTH to provide Covered Services to Covered Persons.

Section 1.16. "Primary Care Physician(s)" or "PCP(s)" means that Preferred Professional designated by Payer and/or PROHEALTH from whom a Covered Person must receive Health Care Services and/or through who Covered Persons are required to access Health Care Services, except in Emergencies, in order for such Services to be considered by Payer and/or PROHEALTH to be Covered Services under the Payer's benefit plan and/or the extent to which such Services, when Covered Services, are reimbursable under such plan(s).

Section 1.17. "Professional Services" means those health care services which a Preferred Professional generally and customarily provides to patients.

Section 1.18. "PROHEALTH Review Programs" means Utilization Review, Quality Assurance, Patient Satisfaction and/or grievance programs, and any modifications thereto which may be made from time to time by PROHEALTH, established by PROHEALTH to review the services provided by Preferred Providers including but not limited to pre-certification of elective hospital admissions, pre-admission testing program, length of stay determination, concurrent review program, discharge planning program, ambulatory surgery program, second surgical opinion program, weekend admission deterrent program, same day surgical admission program, and retrospective review programs.

Section 1.19. "Preferred Provider" means a Preferred Professional, Preferred Hospital, Preferred **FACILITY** and/or any other health care provider that has entered into an agreement with PROHEALTH to provide Covered Services to Covered Persons.

Section 1.20. "Schedule of Fee Limitations" means the Professional Services fee schedule established by PROHEALTH which represents the maximum allowable fee upon which reimbursement will be based for Professional Services rendered by Preferred Providers.

ARTICLE II

PREFERRED PROVIDER

Section 2.1. Preferred Provider. PROHEALTH agrees to accept **FACILITY** as a Preferred Provider. **FACILITY** agrees that PROHEALTH and Payers shall have the right to use **FACILITY**'s name, business address, telephone number, and such other information deemed necessary or appropriate by PROHEALTH for purposes of informing Covered Persons, prospective patients, and Payers of the identity of **FACILITY**, and for such other purposes as shall be necessary in carrying out the terms of this Agreement. **FACILITY** shall be included as a Preferred Provider in the listing of the Preferred Providers maintained by PROHEALTH. **FACILITY** may be removed by PROHEALTH from such listing on **FACILITY**'S breach of the terms and conditions of this Agreement, or on any termination of this Agreement.

ARTICLE III

FACILITY OBLIGATIONS

Section 3.1. FACILITY Services. **FACILITY** agrees to provide Covered Persons any and all Covered Services that are within the usual and customary range of **FACILITY**'s services and personnel, areas of expertise and specialization. **FACILITY** agrees to render such Covered Services to Covered Persons in a manner similar to the manner in which **FACILITY** provides Health Services to any other patients and within the same time availability as are Health Services to any other patients, and will not differentiate or discriminate against Covered Persons as a result of their relationship to PROHEALTH and/or Payer.

Section 3.2. Delivery of Services. **FACILITY** agrees to provide Health Services to Covered Persons only upon the recommendation and/or orders of a duly licensed or legally authorized provider and to provide such Services in a manner which assures availability, adequacy and continuity of care.

Section 3.3. Unavailability of Services. If **FACILITY** cannot provide a Covered Service to a Covered Person, **FACILITY** agrees to cooperate with PROHEALTH, the Covered Person, and with the appropriate Preferred Professional(s) in obtaining such Covered Services from another appropriate Preferred Provider.

Section 3.4. Medical and Professional Education. **FACILITY** warrants that its professional staff currently meets and will continue to meet, during the term of this Agreement and any renewals or extensions thereof, the continuing medical and/or professional education requirements, if any, mandated by each state in which **FACILITY** is licensed to operate and/or by any Federal or state laws, rules, and regulations, and all certifications and accreditations applicable to and held by **FACILITY**.

Section 3.5. Licensure and Certification. **FACILITY** warrants that, during the term of this Agreement and any renewals or extensions thereof, it has and will maintain all licenses and certifications required to provide Health Services in accordance with all applicable Federal laws, rules and regulations; with all laws, rules and regulations of the State of Indiana and any other

state(s) within which it operates; and the additional certification(s) and accreditation(s) set forth in Exhibit I, Certification and Accreditation, attached hereto and made a part hereof. **FACILITY** agrees to immediately notify PROHEALTH if it loses or voluntarily surrenders such license(s), certification(s), and/or accreditations or if there is a material change in such license(s), certification(s), and/or accreditations. **FACILITY** agrees to provide PROHEALTH with copies of such license(s), certification(s) and/or accreditation(s) upon PROHEALTH'S request.

Section 3.6. Material Impairment. **FACILITY** shall send written notice to PROHEALTH immediately upon the event of any legal, governmental or other action involving **FACILITY** which could materially impair the ability of **FACILITY** to carry out the **FACILITY**'s duties and obligations set forth in this Agreement or to comply with the terms and conditions therein.

Section 3.7. Records Maintenance and Access. **FACILITY** shall prepare or cause to be prepared and maintain or cause to be maintained all appropriate medical, financial, administrative and other records pertaining to Health Services rendered to Covered Persons. Such records shall be prepared and maintained in accordance with prudent record-keeping procedures and as required by any and all applicable Federal and state(s) laws, rules and regulations and as necessary for **FACILITY** to maintain the license(s) certification(s) and accreditation(s) set forth in Section 3.5, herein and Exhibit I of this Agreement.

Section 3.7.1. **FACILITY** agrees to provide access to such records and/or information from such records to PROHEALTH or its designee, Payers, the U.S. Department of Health and Human Services, the Health Care Financing Administration (HCFA), the designated Peer Review Organization (PRO) and or State Regulatory Agencies, including but not limited to, the Indiana Department of Health Services and the Indiana Department of Insurance to the extent required by Federal, State and local laws, rules and regulations, required by contracts between PROHEALTH and Payers, and as necessary to permit PROHEALTH and/or Payers to meet the requirements of Federal, State and local laws, rules and regulations applicable to PROHEALTH and/or Payers.

Section 3.7.2. Upon at least 3 business days' notice all books and records described in Section 3.7 shall be open for inspection by PROHEALTH or its designee or by Payer and open at all times during normal business hours to authorized State and Federal authorities.

Section 3.7.3. **FACILITY** shall furnish to PROHEALTH and/or Payer such pertinent sections of a Covered Person's health records in accordance with HIPAA standards as may be required to implement and operate the PROHEALTH and/or Payer Review Programs. **FACILITY** shall allow review and duplication by PROHEALTH and/or Payer of any data and/or other records maintained on Covered Persons which relate to Health Services provided to Covered Persons including, but not limited, to health records and those records related to billing, payment and assignment. Such review and duplication by PROHEALTH and/or Payer shall be allowed upon reasonable notice and during **FACILITY**'s regular business hours unless otherwise agreed by **FACILITY**.

Section 3.7.4. **FACILITY** agrees to retain and provide access to PROHEALTH and/or Payer of all Covered Persons' records for a period of seven (7) consecutive years from the most recent date during the term of this Agreement and any renewals or extensions thereof on which Covered Services were provided to Covered Person. The provisions of this Section of this Agreement shall survive any termination of this Agreement for seven (7) years following the effective date of termination.

Section 3.8. Site Inspection.

Section 3.8.1. **FACILITY** agrees to permit PROHEALTH, Payer, the Indiana Department of Health Services, the Indiana Department of Insurance, the U.S. Department of Health and Human Services and/or the Health Care Financing Administration, at any reasonable time, to conduct periodic site evaluations of **FACILITY**'s health care facilities, offices and records.

Section 3.8.2. Upon reasonable notice, **FACILITY** will permit and make arrangements for the PROHEALTH and/or Payer Medical Director(s), or an appointed designee(s), to inspect **FACILITY**'s health care facilities and health records of Covered Persons, and to review all phases of professional, ancillary and institutional services provided to Covered Persons by **FACILITY**, its staff, its sub-contractors and health care professionals associated with **FACILITY**.

Section 3.9. Hold Harmless. Except for fixed dollar copayments which may be collected at the time of service, **FACILITY** shall not seek nor require any Covered Person to make payment during the Covered Person's course of treatment, or thereafter, for Health Services provided prior to receipt of an Explanation of Benefits ("EOB"). Additionally, **FACILITY** agrees that in no event, including but not limited to, non-payment by Payer, insolvency of Payer, or Payer's breach of this Agreement, shall **FACILITY** bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Covered Person, or a person acting on the Covered Person's behalf, for services provided pursuant to this Agreement for which charges are the financial responsibility of Payer to pay. This provision does not prohibit **FACILITY** from collecting Deductibles, Copayments, or Coinsurance, as specifically provided under the Covered Person's health benefit plan, or charges for non-Covered Services.

Section 3.10. Charges to Covered Persons. Under no circumstances shall **FACILITY** hold Covered Persons' financially responsible for any amounts not expressly stated on Explanation of Benefits and herein including any amounts in excess of the agreed upon and applicable **FACILITY** compensation set forth in Exhibit II and/or III of this Agreement. **FACILITY** shall not bill the Covered Person or attempt to collect from the Covered Person, or persons acting on behalf of Covered Persons, for any amounts set forth herein below prior to the receipt of the explanation of benefits from Payer except for Co-payments.

Section 3.10.1. charges for services which are excluded and therefore are not Covered Services under the Payer's benefit plan;

Section 3.10.2. deductible, co-insurance and co-payment amounts required by the Payer's benefit plan;

Section 3.10.3. charges for Covered Services that are retrospectively denied by Payer, excluding those denied in accordance with the provisions of Exhibit III hereof;

Section 3.10.4. charges for services which are prospectively or concurrently denied by Payer when Payer has determined that the services, which would otherwise be Covered Services, are not Medically Necessary and **FACILITY** has so notified the Covered Person in writing of such denial and **FACILITY** has the written consent of the Covered Person to be financially responsible for such charges; and

Section 3.10.5. amounts owed to **FACILITY** by any third party that is not a Payer as defined in this Agreement.

Section 3.11. Use of Name. **FACILITY** agrees that PROHEALTH and/or Payers may use **FACILITY**'s name, address, telephone number, and types of services available in a roster of PROHEALTH Preferred Providers and other materials, and **FACILITY** shall provide updated information to PROHEALTH regarding the above as may be necessary from time to time.

ARTICLE IV

OBLIGATIONS OF PROHEALTH

PROHEALTH hereby agrees to:

Section 4.1. Marketing. Use reasonable efforts to establish preferred provider arrangements with employers, insurance companies, third party administrators, and other similar entities which provide health and/or worker's compensation benefits coverage.

Section 4.2. Materials. Provide to **FACILITY** such information and materials necessary for **FACILITY** to perform in accordance with this Agreement.

Section 4.3. Inquiry Services. Provide **FACILITY** with inquiry services to assist **FACILITY** in meeting its responsibilities under this Agreement.

Section 4.4. Payer Responsibilities. Use reasonable efforts to include in contracts with Payers the following Payer responsibilities:

Section 4.4.1. inquiry services to permit **FACILITY** to obtain health benefit plan information, eligibility status, claim status and other related and necessary information;

Section 4.4.2. incorporate financial incentives in the benefit plan to encourage Covered Persons to seek services from Preferred Providers;

Section 4.4.3. issue plan identification cards which permit **FACILITY** to identify

the patient as a Covered Person;

Section 4.4.4. provide an explanation of benefits/reports which clearly delineates those amounts which are the financial responsibility of the Covered Person and the reason therefore and, if applicable, identification of the amounts which are in excess of the applicable compensation as set forth in Exhibit II or III and which may not be billed to the Covered Person for that reason;

Section 4.4.5. provide a process through which Preferred Providers and Covered Persons' may appeal Medical Necessity decisions, utilization review decisions, and claim denial decisions and reimbursement issues; and

Section 4.4.6. prompt processing and payment of claims with the applicable explanation of benefits/reports and, in the absence of a payment responsibility, the prompt delivery of explanations of benefits/reports.

Section 4.5. Covered Persons. PROHEALTH shall continue to seek to enter into agreements with Payers in order to promote the utilization of Preferred Providers by Covered Persons. PROHEALTH shall seek to cause the inclusion of incentives for such to use the facilities and services of Preferred Providers. PROHEALTH makes no guarantees that the services of **FACILITY** will be utilized by Covered Persons or the extent to which Covered Persons will utilize the services of **FACILITY**.

ARTICLE V

Utilization Review/Quality Assurance/Patient Satisfaction

Section 5.1. Cooperation. PROHEALTH and **FACILITY** agree that, to the extent compatible with the separate and independent management of each, they shall at all times maintain an effective liaison and close cooperation with each other and with PROHEALTH REVIEW, as hereinafter defined, to provide Covered Services to Covered Persons at the most reasonable cost, consistent with quality standards of care.

Section 5.2. Sub-contractor. PROHEALTH may enter into a contract with a Preferred Hospital to establish Utilization Review, Quality Assurance, and Patient Satisfaction Programs (herein "PROHEALTH REVIEW") to perform these and other services for PROHEALTH in accordance with PROHEALTH contracts with Payers.

Section 5.3. FACILITY Participation. **FACILITY** agrees to cooperate with and participate in Payer and/or PROHEALTH Review Programs as established by PROHEALTH, PROHEALTH REVIEW, and various Payers, from time to time.

ARTICLE VI

COMPENSATION

Section 6.1. FACILITY Compensation. **FACILITY** agrees to be compensated for the provision of Covered Services to Covered Persons in accordance with the terms and conditions set forth in Exhibit II, **FACILITY** Non Risk Contracts Compensation Schedule and/or in Exhibit III, **FACILITY** Risk Contract Compensation Schedule, which are attached hereto and made a part hereof, as applicable to Contracts between PROHEALTH and Payer and as designated by PROHEALTH.

Section 6.2. Payment Responsibility. **FACILITY** understands and acknowledges that, PROHEALTH is not the Payer and has no obligation to pay **FACILITY** for Health Services rendered to Covered Persons except on behalf of Covered Persons for whom PROHEALTH has received capitation from a licensed Health Maintenance Organization. **FACILITY** further understands and acknowledges that PROHEALTH does not assure or guarantee payment by Payers.

Section 6.3. Coordination of Benefits.

Section 6.3.1. **FACILITY** agrees to cooperate with PROHEALTH, Payers and Covered Persons in coordination of benefits, subrogation and other third party liability provisions of Payer's benefit plan when applicable to Health Services rendered to Covered Persons. Except as otherwise required by law, **FACILITY** agrees to permit PROHEALTH to bill and process forms for any Payer on **FACILITY**'s behalf, or to bill such third party directly as solely determined by PROHEALTH. **FACILITY** shall execute all documents as may reasonably be required or appropriate for purposes of permitting PROHEALTH to make such bills and/or undertake such actions.

Section 6.3.2. Notwithstanding anything in this Agreement to the contrary, when the Payer's benefit plan is secondary to other coverage of Covered Person's, Payer's and Covered Person's obligations for compensation for Covered Services, in the aggregate, when added to amounts received by **FACILITY** from other third party payers shall not exceed one hundred percent (100%) of the lesser of **FACILITY**'s fee for that service as set forth in Exhibit V.

Section 6.4. Billing. **FACILITY** agrees to bill for Health Services rendered to Covered Persons on a fee-for-service basis in accordance with **FACILITY**'s fee schedule or charge master which is attached hereto as Exhibit V and made a part hereof. **FACILITY** shall submit all claims to Payer for Health Services rendered to Covered Persons on the claim form approved by the Health Care Financing Administration (CMS 1500) or on a UB92 or on such other form as may be required by Payer and reported to **FACILITY** by PROHEALTH. All such claims shall be submitted to Payer by mailing said claim to:

Indiana Pro Health Network, LLC
ATTN: Claims Department
P.O. Box 50407
Indianapolis, IN 46250

Electronic Pay ID 35161

or such other address as Payer might require and as reported to **FACILITY** by PROHEALTH.

Claims filing limit is one year from date of service for Pro Health specific payers.

FACILITY shall complete, or cause to be completed, all pertinent sections of the claim form including those sections regarding other coverage, possible coverage under Workers' Compensation and/or through subrogation.

Section 6.5. Intentionally Deleted

Section 6.6. PROHEALTH Schedule of Fee Limitations. If applicable, PROHEALTH shall notify **FACILITY** of any change in PROHEALTH'S Schedule of Fee Limitations. Any changes in such Schedule shall be effective on the date established by PROHEALTH. In the event that such changes are unacceptable to **FACILITY**, **FACILITY** may terminate this Agreement by the giving of ninety (90) days written notice.

ARTICLE VII

FACILITY RELATIONSHIPS

PROHEALTH agrees that it shall not intervene in any way or manner in the rendering of Health Services by **FACILITY**. PROHEALTH agrees that the professional relationship between **FACILITY** and the **FACILITY**'s patients, and between Preferred Providers and **FACILITY**, shall be maintained notwithstanding anything herein to the contrary. **FACILITY** shall be permitted to decline to provide Covered Services to any Covered Person only for reasons of such Person's fraud or disruption of **FACILITY**'s operations, for the failure of such Persons to follow the appropriate orders of **FACILITY** or a member of the **FACILITY**'s health care staff, or for similar good cause. In the event that **FACILITY** takes such an action, **FACILITY** shall immediately notify PROHEALTH of such action and the reasons therefore. The extent of the individual Covered Person's requirement for Health Services is not grounds for **FACILITY** to decline to provide **FACILITY** Services.

ARTICLE VIII

PROVIDER SATISFACTION PROCEDURE

Section 8.1. Initial Notice. In the event of any controversy, dispute or claim ("Appeal Event") by a Preferred Provider of Indiana PROHEALTH Network, LLC, ("PROHEALTH") regarding coverage limitation or denial of payment recommendations made by PROHEALTH, such Appeal Event shall be submitted by the Preferred Provider, in writing, by mail with first class postage prepaid, return receipt requested to:

Director of Claims
Attn: Notice of Appeal

Indiana ProHealth Network, LLC
6626 E 75th St #500
Indianapolis, IN 46250

Initial claim will be responded to within 45 days via reprocessed claim remittance.

Section 8.2. First Level Appeal. A first level appeal will be reviewed by the Director of Claims. If the determination reached is unacceptable a second level appeal will be initiated.

Section 8.3. Second Level Appeal. A second level appeal will be reviewed by the Executive Director with additional input as necessary. A second level appeal will be responded to within 60 days via a letter to Provider.

Section 8.4. Exclusion. Matters subject to the Indiana Malpractice Act are hereby excluded from this Procedure.

ARTICLE IX

INSURANCE

Section 9.1. FACILITY--ACT. **FACILITY**, at **FACILITY'S** sole cost and expense, shall maintain policies of general liability insurance; and professional liability insurance and other insurance as shall be necessary to qualify the **FACILITY** as a "provider" under the Indiana Malpractice Act in such amounts as shall be required from time to time under said Act taking whatever additional action necessary to qualify **FACILITY** under the Act, to insure **FACILITY** against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service provided hereunder, the use of any property and facilities provided by **FACILITY**, and activities performed by **FACILITY** in connection with this Agreement. Memoranda of such policies shall be provided to PROHEALTH on request.

Section 9.2. FACILITY--Other. In the event that **FACILITY** is not eligible for qualification as a provider under the Act, **FACILITY** shall maintain professional liability insurance in amounts acceptable to PROHEALTH.

Section 9.3. FACILITY Professional Staff. **FACILITY's** professional staff shall be insured under **FACILITY's** professional liability insurance or each such professional shall be a qualified provider under the Indiana Malpractice Act.

Section 9.4. PROHEALTH. PROHEALTH shall procure and maintain such policies of general liability and other insurance as shall be necessary to insure PROHEALTH and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by PROHEALTH, the use of any property and facilities or equipment provided by PROHEALTH, and activities performed by PROHEALTH in connection with this Agreement. Memoranda of such insurance policies shall be provided to **FACILITY** on request.

ARTICLE X

INDEPENDENT RELATIONSHIP

Section 10.1. Relationship of Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any joint venture, partnership, or any other relationship, between PROHEALTH and FACILITY other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, or agents, or representatives shall be construed to be the agent, employee, or representative of the other.

ARTICLE XI

CONFIDENTIALITY

Section 11.1. Health Records. PROHEALTH and FACILITY agree that all Covered Persons' health records shall be treated as confidential so as to comply with all state and federal laws, rules, and regulations regarding the confidentiality of patient health records. All Covered Persons' health records shall be treated as confidential in the same manner as other patient health records.

Section 11.2. Terms of Agreement. PROHEALTH and FACILITY agree that the terms of this agreement shall be treated as confidential and is proprietary information. Either party must obtain permission from the other prior to disclosing the terms of the agreement.

ARTICLE XII

TERM OF AGREEMENT AND TERMINATION

Section 12.1. Term of Agreement. The initial term of this Agreement shall commence on the date first herein above written and shall continue for a twelve (12) month period, unless terminated as provided herein. Thereafter, this Agreement shall automatically renew for consecutive twelve (12) month periods, unless either party gives notice of termination as herein provided.

Section 12.2. Termination. FACILITY may terminate this Agreement with or without cause by giving written notice to PROHEALTH at least ninety (90) days prior to said termination date. PROHEALTH may terminate this Agreement with or without cause at any time by giving written notice to the FACILITY at least ninety (90) days prior to the effective date of such termination. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

Section 12.3. Events of Default. If either party fails to comply with or perform when due any term or condition of this Agreement, the other party shall notify the defaulting party of its default in writing, and the defaulting party shall have thirty (30) days to cure the default. If the

default is not cured within said thirty (30) days, the non-defaulting party may declare in writing that this Agreement is terminated and the effective date of such termination.

Section 12.3.1. Breach of Sections 3.9 and 3.10. Notwithstanding the foregoing, in the event that PROHEALTH becomes aware that FACILITY has breached any provision of Sections 3.9 and/or 3.10, FACILITY shall be so notified by PROHEALTH. FACILITY shall correct the breach by refunding the appropriate amount to Covered Person within five (5) business days following its receipt of such notice and providing PROHEALTH with written evidence of such refund within seven (7) business days following its receipt of such notice. Upon the second (2nd) and subsequent such breaches, FACILITY shall pay a fine to PROHEALTH in the amount of \$500.00 (five hundred dollars) per breach to be paid to PROHEALTH within seven (7) business days following its receipt of each notice of such breach.

Section 12.4. Immediate Termination. Notwithstanding the foregoing, this Agreement may be terminated by PROHEALTH immediately if FACILITY:

Section 12.4.1. loses or voluntarily surrenders the licenses, certifications and/or accreditations required hereunder, or such licenses, certifications and/or accreditations are suspended, or limited such that FACILITY is materially affected, in PROHEALTH's sole discretion, in its ability to perform in accordance with this Agreement;

Section 12.4.2. no longer meets the general, professional and other liability insurance requirements set forth in Article IX, Sections 9.1-9.3;

Section 12.4.3. is terminated from participation in the Medicare or Medicaid Programs;

Section 12.4.4. ownership substantially changes or a significant percentage of its assets are sold;

Section 12.4.5. voluntarily files a petition in or for bankruptcy, reorganization or makes an arrangement with creditors; makes a general assignment for the benefit of creditors; is adjudged bankrupt; is unable to pay debts as they become due; has a trustee, receiver or other custodian appointed on its behalf; or, should experience any other case or proceeding under any bankruptcy or insolvency law, or should any dissolution or liquidation proceeding be commenced against it;

Section 12.4.6. is determined, in the sole discretion of PROHEALTH, to be a danger to the health and/or safety of Covered Persons by actions of FACILITY, its staff, contractors or subcontractors;

Section 12.4.7. fails to cooperate with PROHEALTH's referral/authorization policies and processes; and

Section 12.4.8. makes, in PROHEALTH's sole judgment, any other material breach of this Agreement.

Section 12.5. Professional Service Obligation in Event of Termination. Upon termination of this Agreement, **FACILITY** agrees to continue to provide and be compensated for Covered Services to Covered Persons under the terms and conditions of this Agreement (a) when such Persons are **FACILITY** inpatients until such Covered Persons are discharged from **FACILITY** or (b) when such Persons are outpatients until the course of treatment has, in PROHEALTH's sole discretion, been completed or (c) in accordance with agreements between PROHEALTH and Payers. Upon termination of this Agreement, the **FACILITY** agrees that PROHEALTH may advise any Covered Person that **FACILITY** has ceased to be a Preferred Provider. If any Covered Person desires to change from the **FACILITY** to another facility, as a result of the termination of this Agreement, the **FACILITY** agrees to cooperate and facilitate such change by taking whatever reasonable action necessary, including the transfer of patient health records.

ARTICLE XIII

NONDISCLOSURE AGREEMENT

Section 13.1. PROHEALTH Program. PROHEALTH has developed and shall continue to develop information including but not limited to mailing lists, Covered Person lists, employer lists, programmatical information and structure, utilization review procedures, formats and structure and related information and documents concerning the planning, structure and operation of PROHEALTH and PROHEALTH REVIEW (all of which is herein referred to as "Secret Information"). The **FACILITY** agrees that such Secret Information is the exclusive property of PROHEALTH and PROHEALTH REVIEW and that the **FACILITY** has no right, title or interest in the same.

Section 13.2. Confidentiality. **FACILITY** shall take reasonable precautions to keep the Secret Information confidential and shall take reasonable precautions to ensure that **FACILITY**'s employees, agents, independent contractors or other persons or organizations over which the **FACILITY** has control keep the Secret Information Confidential.

Section 13.3. Records Upon Termination. Upon termination of this Agreement, **FACILITY** agrees that all documents, records, notebooks and similar repositories of or containing Secret Information, including copies thereof, then in the possession of the **FACILITY**, or any employee, agent, independent contractor or other persons or organizations over which the **FACILITY** has control, whether prepared by the **FACILITY** or others, shall be returned to PROHEALTH, except for patient health records of individual patients of the **FACILITY**.

ARTICLE XIV

ARBITRATION OF DISPUTES

Section 14.1. Contract Dispute Resolution. If any claim, dispute, or controversy (any or all of which shall be hereinafter referred to as Dispute) shall arise between the parties hereto with respect to the making, construction, terms, or interpretation of this Agreement or any breach thereof, or the rights or obligation of any party hereto, the dispute shall, in lieu of court action, be submitted to mandatory, binding arbitration upon written demand by either party in accordance with the procedures set forth in Exhibit IV. Matters which are subject to the Indiana Malpractice Act are

excluded from Arbitration.

ARTICLE XV

MEDICARE FRAUD AND ABUSE

Section 15.1. Compliance. Each of the parties to this Agreement certifies and warrants that the services furnished hereunder and the consideration paid therefore are current and shall continue throughout the term of this Agreement and any extensions thereto to be consistent with the requirements set forth in Sections 1877(a)-(d); and Sections 1909(a)-(e), 42 U.S.C. 1320a-b 7(a)-(e); and Section 1107(a) of the Social Security Act; and Section 206(a) of the Social Security Act, 42 U.S.C. 1395ii, and any rules and/or regulations promulgated with respect thereto. Furthermore, each party hereto represents that he/she/it has never been suspended, limited, restricted or excluded from participating in the Medicare or Medicaid reimbursement programs.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1. Amendment. This Agreement may be amended or modified by mutual agreement of the parties made in writing signed by both parties. Notwithstanding, PROHEALTH may amend this Agreement upon thirty (30) days prior written notice to **FACILITY**. If **FACILITY** fails to reject such Amendment in writing within thirty (30) days following receipt of said notice, the modification shall be deemed accepted by **FACILITY** and shall become effective on the date set forth in said Amendment which shall not be a date that is earlier than PROHEALTH can reasonably expect **FACILITY** to receive such notice. Notice to or consent of Payers or Covered Persons shall not be required to affect any Amendment to this Agreement.

Section 16.2. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective legal successors and assignees of the parties. However, neither this Agreement, or any rights or obligations hereunder may be assigned, delegated, or transferred in whole or in part, without the prior written consent of the other party.

Section 16.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 16.4. Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 16.5. Entire Agreement. This Agreement and any Exhibits, Attachments or Amendments constitutes the entire understanding between the parties and supersedes all prior oral or written Agreements or understandings between them with respect to the matters provided for in this Agreement.

Section 16.6. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including without limitation, acts of God, acts of any public enemy, floods, strikes, statutory or other laws, regulations, rules, or orders of the Federal, state or local government or any agency thereof.

Section 16.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and the venue for dispute resolution shall be the State of Indiana.

Section 16.8. Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the addresses set forth on the signature page within 30 days from the effective date of the notice. Such addresses may be changed from time to time by written notice to the other party.

Section 16.9. Severability. In the event that any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 16.10. Waiver. Neither the waiver by either of the parties of a breach or a default of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of the Agreement, shall thereafter be construed as a waiver of any subsequent breach or default of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned, having full power and authority to enter into this Agreement, have executed this Agreement as of the day and year written below.

"Indiana Pro Health Network, LLC"

By: _____

Printed: Julie Marino

Title: Executive Director, ProHealth

Address: 6626 E 75th St #500

Indianapolis, IN 46250

Date: _____

“FACILITY”

FACILITY Name: City of Fishers, d/b/a Fishers Health Department

By: _____

Printed: Monica Heltz

Title: Director

Address: 8937 Technology Dr.

Fishers, IN 46038

Date: _____

TIN: 35-1361390

EXHIBIT I

CERTIFICATION AND ACCREDITATION

Intentionally Deleted

EXHIBIT II

COMMUNITY HEALTH ACCESS CONTRACT COMPENSATION SCHEDULE

FACILITY agrees to accept, as payment in full, the amounts set forth in this Compensation Schedule for Covered Services rendered to Covered Persons as defined in the Indiana ProHealth Network, LLC Preferred Provider Organization FACILITY Agreement to which this Exhibit is attached and made a part thereof.

- A. Compensation Schedule Rate Increases. This Schedule shall remain in full force and effect during the term of this Agreement.
- B. FACILITY Rate Increase. FACILITY shall provide PROHEALTH with written notice of its public rate increase no later than sixty (60) days prior to the FACILITY's effective date of each such increase.
- C. Payer Compensation Rates. Notwithstanding anything herein to the contrary, FACILITY agrees that the Compensation Schedule in effect hereunder on the initial effective date of a contract between PROHEALTH and a Payer shall remain in full force and effect for that Payer during the term of such contract.
- D. Effect on Schedule of Fee Limitations. Notwithstanding anything herein to the contrary, the provisions set forth in A and B herein shall have no bearing or effect on PROHEALTH's Schedule of Fee Limitations.
- E. FACILITY Compensation. Facility agrees to accept from Payer as payment in full for Covered Services rendered to PROHEALTH patients the following rate:

Reimbursement for PPO will be paid on the Community Health Access Fee schedule

List of payers included:

First Health/Coventry National
Central IN Health Partners
Lutheran Preferred
Multiplan/PHCS
Stratose Network
SIHO
USA MCO Group Health

EXHIBIT III

COMMUNITY HEALTH DIRECT CONTRACT COMPENSATION SCHEDULE

FACILITY agrees to participate in PROHEALTH Community Health Direct Contracts, as defined in the Indiana ProHealth Network Preferred Provider Organization **FACILITY** Agreement to which this Exhibit is attached and made a part thereof, and to accept any compensation arrangement that does not exceed the provisions set forth herein.

- A. **FACILITY Compensation.** **FACILITY** agrees to accept as payment in full the amounts set forth as follows:
 - 1. PROHEALTH'S Commercial Community Health Direct Contracts, (all Community Health Direct Contracts excluding Medicare and Medicaid Risk Contracts) will be reimbursed at the rate set forth in Exhibit V.

- B. **Hold Harmless.** Notwithstanding anything in this Agreement or Article III, Sections 3.9 and 3.10 thereof to the contrary, **FACILITY** agrees that it will hold PROHEALTH, Payer, and Covered Persons financially harmless from amounts otherwise due **FACILITY** hereunder when **FACILITY** has delivered a Covered Service to a Covered Person in the absence of prior authorization by the Covered Person's Primary Care Physician, if any, and Payer and/or PROHEALTH, except in an Emergency. If **FACILITY'S** claim is subsequently denied, **FACILITY** shall be bound by the provisions of Article III, Sections 3.9 and 3.10 and Article VIII of this Agreement.

EXHIBIT IV

ARBITRATION OF CONTRACT DISPUTES

Contract Dispute Resolution

If any claim, dispute, or controversy (any or all of which shall hereinafter be referred to as "Dispute") shall arise between the parties hereto with respect to the making, construction, terms, or interpretation of this Agreement or any breach thereof, or the rights or obligations of any party hereto, the Dispute shall, in lieu of court action, be submitted to mandatory, binding arbitration.

A. Pre-Demand Requirements

No demand for arbitration of any such claim, dispute or controversy may be made unless and until:

1. The party alleging the dispute has first sent a written notice of dispute to the party against whom the dispute is alleged. The notice shall: be sent within seven (7) months after the facts giving rise to the claim become known or should have become known to the claimant; be sent in accordance with the notice provisions of the Agreement; and describe with specificity the facts of the matter at issue, the amount involved, if any, and the relief sought; and
2. The party to whom the notice of dispute has been sent has been given sixty (60) days to respond; and
3. If a response is made, the party alleging the dispute shall reply to the response with specificity within thirty (30) days of receipt of the response; and
4. The parties have made a good faith effort to resolve the dispute informally before the demand for arbitration is made.

B. Time Limitations

Demand for arbitration shall be made within twelve (12) months after the dispute has arisen, but in no event after the date when institution of legal or equitable proceedings based upon such matter would be barred by any applicable statute of limitations. If demand for arbitration is not made within the twelve (12) month period specified herein, the party alleging the dispute shall be deemed to have waived the cause of action and shall be barred from demanding arbitration or pursuing any other remedy, at law or in equity, pertaining to the dispute or to the facts and/or issues giving rise to or relating to the dispute.

C. Form of Demand

Notice in writing of the demand for arbitration shall be served by mail upon the party against whom arbitration is sought. Service shall be made in compliance with the rules for making service of process by mail applicable in Federal District Court(s) for the State of Indiana. The demand shall set forth with specificity the issues to be submitted to arbitration, the amount involved, if any, and the relief sought.

D. Type of Arbitration

Except as otherwise provided in this Exhibit, the Arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association (hereinafter the "AAA"), pursuant to the Uniform Arbitration Act as adopted in the State of Indiana, or the State equivalent.

E. Selection of Arbitrators

Within thirty (30) days after service of the demand for arbitration, the party seeking arbitration shall file the following items with the nearest regional office of the AAA and shall copy the non-initiating party by certified mail: three (3) copies of this Exhibit; a detailed statement of the matter in dispute, the amount involved and the remedy or remedies sought; and the appropriate administrative fee as provided in the AAA Administrative Fee Schedule. The submissions shall request that the AAA submit to the parties a list of at least three (3) disinterested arbitrators who have experience in institutional and professional health care delivery practices and procedures, if possible, but with no prior dealings (other than prior service as an arbitrator) with either of the parties, and who would be willing to serve as arbitrators. The parties shall jointly select one (1) of the proposed arbitrators. If no agreement is reached as to the selection of the arbitrator, the parties may request that the AAA recommend at least three (3) additional arbitrators with the above stated qualifications. If the parties cannot agree on one (1) arbitrator from among the second group proposed by the AAA, the AAA shall appoint one (1) of the three (3) to serve as arbitrator.

F. Evidence

The arbitrator shall be the sole judge of the admissibility, relevance and materiality of the evidence offered and conformity with the legal rules of evidence shall not be necessary. Discovery procedures shall not apply.

G. Burden of Proof and Burden of Persuasion

The burden of proof and the burden of persuasion shall be on the party who institutes arbitration.

H. Location of Hearing

The arbitration hearing shall be held at a time and place designated by the arbitrator in the County of Marion, State of Indiana.

I. Closed Hearings

The arbitration hearing shall be closed to all persons except the arbitrator, the parties and their attorneys and witnesses.

J. Arbitrator Compensation

The arbitrator shall fix his/her own compensation together with the time and manner of payment. Such compensation shall be borne equally by the parties.

K. Limitation on Relief Awardable

The sole forms of relief awardable by the arbitrator shall be to: compel either party to specifically perform the obligations under the Agreement; issue a declaratory judgment on the interpretation of any clause in the agreement; order cancellation or reformation of the Agreement; and/or award actual money damages plus, if the arbitrator deems appropriate, pre-award and post-award interest at a rate of eight percent (8%) per year or at the prime rate of interest in effect at the time and place of the award, whichever is less. Each party shall bear an equal share of the cost of arbitration, except that the expenses of witnesses shall be borne by the party producing such witnesses. Each party shall pay their own attorney's fees.

L. Decision of the Arbitrator and Entry of Judgment

The decision of the arbitrator shall be final and binding upon, and enforceable as to, the parties. Judgment on the arbitration award may be entered in a court having jurisdiction over the matter.

M. Payment of Award; Performance of Obligations

The party against whom the award is rendered shall pay any monetary award and/or comply with any other order of the arbitrator within sixty days of the entry of judgment on the award or take an appeal, to the extent that appeals of binding arbitration are permitted under the AAA procedures and the Uniform Arbitration Act as adopted in the State of Indiana, or the State equivalent.

N. Continuation of Performance

Both parties shall continue performance of their contract obligations while arbitration is pending.

EXHIBIT V

COMMUNITY HEALTH DIRECT CONTRACT RATES

Community Health Direct Fee Schedule

Effective 10/1/2023

The fee schedule has been provided to City of Fishers via an Excel spreadsheet.

The fee schedule is updated quarterly and is available upon request.

Indiana Pro Health Network, Inc.
Participating Provider Agreement
Medicare Advantage Plan Attachment

MEDICARE ADVANTAGE PROVISIONS

I. FACILITY agrees to participate in **PROHEALTH'S** MA Plan network. **FACILITY** further agrees that the following additional provisions relate specifically to MA Plans.

- a) **FACILITY** agrees to: (i) abide by all federal and state laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Member records and information in an accurate and timely manner, and (iv) allow timely access by Members to the records and information that pertain to them.
- b) **FACILITY** acknowledges that Payor will process all claims for Covered Services which are accurate and complete within thirty (30) days from date of receipt.
- c) **FACILITY** agrees that in no event, including, but not limited to, nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall **FACILITY** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Payor for Covered Services provided by **FACILITY** for which payment is the legal obligation of Payor. This provision shall not prohibit collection by **FACILITY** from Member for any non-covered service and/or Copayments in accordance with the terms of the applicable Member health benefits contract. **FACILITY** further agrees that: (i) this provision shall survive the expiration or termination of this Amendment regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between **FACILITY** and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of **FACILITY**, and **FACILITY** shall obtain from such persons specific agreement to this provision.
- d) **FACILITY** agrees to cooperate with Payor in efforts to monitor compliance with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist Payor in complying with corrective action plans necessary for Payor to comply with such rules and regulations and that any non-clinical and related services performed by **FACILITY** will, in accordance with 42 CFR 422.504, be consistent and comply with Payor's contractual obligations to CMS..
- e) **FACILITY** agrees that nothing in the Amendment shall be construed as relieving Payor of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.

- f) **FACILITY** agrees to comply with and be subject to all applicable Medicare program laws, rules and regulations, reporting requirements, and CMS instructions as implemented and amended by CMS. This includes, without limitation, federal and state regulatory agencies, including but not limited to, Payors, HHS, the Comptroller General or their designees rights to evaluate, inspect and audit **FACILITY's** operations, books, records, and other documentation and pertinent information related to **FACILITY's** obligations under this Amendment, as well as all other federal and state laws, rules and regulations applicable to individuals and entities receiving federal funds. **FACILITY** further agrees Payors, HHS', the Comptroller General's or their designees right to inspect, evaluate and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period between Payor and CMS or from the date of completion of any audit, whichever is later, and agrees to cooperate, assist and provide information as requested by such entities.
- g) **FACILITY** agrees to retain all contract, books, documents, papers and other records related to the provision of services to Medicare Advantage Members and/or as related to **FACILITY's** obligations under the Agreement for a period of not less than ten (10) years from: (i) each successive December 31; or (ii) the end of the contract period between Payor and CMS; or (iii) from the date of completion of any audit, whichever is later.
- h) **FACILITY** agrees in the event certain identified activity(ies) have been delegated to **FACILITY** under the Agreement, any sub-delegation of the noted activity(ies) by **FACILITY** requires the prior written approval of **PROHEALTH** and Payor, as applicable. Notwithstanding anything to the contrary in the Agreement or this Amendment, **PROHEALTH** and/or Payor as applicable, will monitor **FACILITY's** performance of any delegated activity (ies) in the event **PROHEALTH** and/or Payor and/or CMS determines, in their discretion, that **FACILITY** is not meeting or has failed to meet its obligations under this Amendment related to such delegated activity (ies). In the event that **PRO HEALTH** and/or Payor, as applicable, has delegated all or any part of the claims payment process to **PROHEALTH**, **PROHEALTH** shall comply with all prompt payment requirements to which Payor is subject. Payor shall review the credentials of **FACILITY** or, if Payor has delegated the credentialing process to **PROHEALTH**, Payor shall review and approve **PROHEALTH's** credentialing process and audit it on an ongoing basis.
- i) **FACILITY** agrees to comply with Payor's policies and procedures.
- j) **FACILITY** agrees to maintain full participation status in the federal Medicare program. This also includes all of **FACILITY's** employees, subcontractors, and/or independent contractors who will provide services who are eligible for participation with Medicare. If the selection of providers, contractors, or subcontractors is delegated to **PROHEALTH** by a Payor, **FACILITY** acknowledges that such Payor retains the right to approve, suspend, or terminate participation with such Payor.
- k) **FACILITY** agrees that payment from Payor for services rendered to Payor's Medicare Advantage Members is derived, in whole or in part, from federal funds received by Payor from CMS.
- l) **FACILITY** agrees to disclose to Payor, upon request and within thirty (30) days or such lesser period of time required for Payor to comply with all applicable state or federal laws, all of the terms and conditions of any payment arrangement that constitutes a "FACILITY incentive plan" as defined by CMS and/or any federal law or regulation. Such disclosure should identify, at a minimum, whether services not furnished by the FACILITY/provider are included, the type of incentive plan including the amount, identified as a percentage of any withhold or bonus, the amount and type of any stop-loss coverage provided for or required of the FACILITY/provider and the patient panel size broken down by total group or individual FACILITY/provider panel size, and by the type of MA Plan, to the extent applicable.
- m) **FACILITY** agrees that in the event of Payor's insolvency or termination of Payor's contract with CMS, to provide or arrange for continued treatment, including, but not limited to, medication

therapy, to Medicare Advantage Members upon expiration or termination of this Amendment. In accordance with all applicable state and federal laws, rules and/or regulations, treatment must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Medicare Advantage Member's course of treatment, or until Payor has made arrangements or Medicare Advantage Member; and (ii) until the date of discharge for Medicare Advantage Members hospitalized on the effective date of termination or expiration of this Amendment. **FACILITY** agrees to accept as payment in full from Payor for Covered Services rendered to Payor's Medicare Advantage Members, the rates set forth in Exhibit I, Compensation, attached hereto and incorporated herein by reference, which are applicable to such Member.

- n) **FACILITY** agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with Payor as related to the provision of services to Medicare Advantage Members.
- o) **FACILITY** agrees to cooperate with Payor's health risk assessment program.
- p) **FACILITY** agrees to provide to Payor accurate and complete information regarding the provision of Covered Services by **FACILITY** to Members ("**Data**") on a complete CMS 1500 or UB 04 billing form, or their respective successor forms as may be required by CMS, or such other form as may be required by law when submitting claims and encounters in an electronic format, or such other format as is mutually agreed upon by both parties. The submission of the Data to Payor and/or CMS shall include a certification from **FACILITY** that the Data is accurate complete and truthful. In the event the Data is not submitted to Payor by the date and in the form specified above, Payor may in its sole option, withhold payment otherwise required to be made under the terms of this Amendment until the Data is submitted to Payor.
- q) **FACILITY** agrees not to collect or attempt to collect copayments, coinsurance, deductibles or other cost-share amounts from any Medicare Advantage Member who has been designated as a Qualified Medicare Beneficiary ("**QME**") by CMS.
- r) **FACILITY** agrees to maintain written agreements with employed and contracted health care providers and health care professionals providing services under this Amendment in a form comparable to, and consistent with, the terms and conditions of the Agreement and this Amendment. **FACILITY's** downstream provider agreements shall include terms and conditions which comply with all applicable requirements for provider agreements under state and federal laws, rules and regulations including, without limitation, the Medicare Advantage rules and regulations to which Payor is subject. In the event of a conflict between the language of the downstream provider agreements and the Agreement and this Amendment, the language in the Agreement and this Amendment shall control.

II. PROHEALTH agrees to notify **FACILITY** of each MA Plan Payor with which **PROHEALTH** has entered into a contract.

III. PROHEALTH agrees to notify **FACILITY** of the Effective Date of his/her participation with each MA Plan.

IV. FACILITY may terminate this Amendment by giving of at least ninety (90) days advance written notice to **PROHEALTH**.

NOW THEREFORE, the parties indicate their agreement to this Amendment as evidenced by their signatures below. If the signature below is not that of the **AUTHORIZED REPRESENTATIVE**, the person whose signature appears herein below represents and warrants that (1) the Facility has given his permission for participation; (2) has received a copy of this Amendment; (3) is an authorized representative of Facility and so attests by completing and submitting Exhibit IV, Participating Physicians, attached hereto and incorporated herein by reference to **PROHEALTH**.

Authorized Representative

PROHEALTH

Printed Name

Julie Marino, Executive Director

Signature

Signature

Title

Date: _____

Date: _____

EXHIBIT I
TO
MEDICARE ADVANTAGE ATTACHMENT
Compensation

100% Medicare Fee Schedule

Please Note: From time to time, ProHealth will contract with additional Medicare Advantage Plans. As a participating provider with the ProHealth Medicare Advantage Network, you will be automatically enrolled for participation in these new plans. FACILITY will be notified of any new Medicare Advantage Plans that are added to the network.



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve Avalon subdivision trail dedication and maintenance MOU documents			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R012324C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	There are two trails that run adjacent to the Avalon subdivision shown in the attached exhibits. The Engineering Department and the Avalon Master Association are requesting approval for dedication to the City of the Mud Creek trail and approval to enter into a maintenance agreement (MOU) for the trail generally running north of 126 th St and in line with the Geist Greenway trail. The proposed dedication of the Mud Creek trail aims to follow through on the intent of the original developer of the Avalon neighborhood. The dedication and trail maintenance agreement will allow for both public use and City maintenance of these trails.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0
	Expenditure \$:	\$0
	Source of Funds:	\$0
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE	Immediate upon approval and recording at the recorders office.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	Mud Creek trail dedication documents Trail Maintenance Agreement documents Exhibit A (Mud Creek trail legal description) Exhibit B (Mud Creek trail map) Exhibit C (Trail maintenance MOU map)	

RESOLUTION NO. R012324C

**RESOLUTION ACCEPTING TRAIL DEDICATION AND APPROVING TRAIL
MAINTENANCE AGREEMENT
(AVALON SUBDIVISION)**

WHEREAS, Avalon Master Association (“Avalon”) owns certain property known as Parcel No. 29-11-25-014-034.000-020 with an address of 0 Bagham Dr, Fishers IN 46038 and Parcel No. 29-11-25-006-105.000-020 with an address of 0 Avalon Blvd, Fishers IN 46038 as shown in the attached Exhibit A and incorporated herein (the “Maintained Trail Property”);

WHEREAS, Avalon also owns certain real property identified as Parcel No. 13-11-25-00-07-085.000 as shown in the attached Exhibit B and incorporated herein (the “Dedicated Trail Property”);

WHEREAS, Avalon maintains an asphalt path for pedestrian and non-vehicular traffic on the Maintained Trail Property and Dedicated Trail Property (“Trail”);

WHEREAS, Avalon desires to make the Trail available to the general public for use and the City desires to incorporate the Trail into its trail system and maintain the Trail so that the general public can make use of the Trail;

WHEREAS, Avalon and the City desire to execute the Trail Maintenance Agreement attached as Exhibit A that sets out each parties’ duties and responsibilities for the Maintained Trail Property; and

WHEREAS, in order to make the Trail public, Avalon desires to dedicate the Dedicated Trail Property to the City and the City desires to accept said dedication attached as Exhibit B.

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 Trail Maintenance Agreement in Exhibit A is hereby approved.

Section 2. The Dedication of Trail Property in Exhibit B is hereby accepted.

Section 3. The Mayor is authorized to the Trail Maintenance Agreement.

Section 4. 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 23rd day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____

Kari Adriano, Board Clerk

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

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

PARCEL NO.: 29-11-25-014-034.000-020
29-11-25-006-105.000-020
CROSS REFERENCE:

**TRAIL MAINTENANCE AGREEMENT
(AVALON)**

This Trail Maintenance Agreement ("Agreement") made the 15 day of December, 2023, by and between the City of Fishers, Indiana ("City") and Avalon Master Association, an Indiana nonprofit corporation ("Avalon").

WHEREAS, Avalon owns certain property known as Parcel No. 29-11-25-014-034.000-020 with an address of 0 Bagham Dr, Fishers IN 46038 and Parcel No. 29-11-25-006-105.000-020 with an address of 0 Avalon Blvd, Fishers IN 46038 (the "Property");

WHEREAS, Avalon currently owns and maintains an asphalt path for pedestrian and non-vehicular traffic on the Property as shown on Exhibit A, attached hereto and incorporated herein ("Trail");

WHEREAS, Avalon desires to make the Trail available to the general public for use;

WHEREAS, the City desires to incorporate the Trail into its trail system and maintain the Trail so that the general public can make use of the Trail;

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

ARTICLE II. MUTUAL ASSISTANCE

The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement.

ARTICLE III. OBLIGATIONS OF CITY

The City shall be responsible for the following:

- a. The City will assume all responsibility for ongoing maintenance of the Trail as depicted in the attached Exhibit A, incorporated herein, and subject to any future utility easement restrictions or requirements. Ongoing maintenance priority shall be determined by and at the discretion of the City of Fishers Department of Public Works. Such maintenance shall be confined to the asphalt path itself and not include any other common area including but not limited to turf, mowing, landscaping, or water quality adjacent to the Trail;
- b. The City shall maintain any benches, trash cans or other improvements that it installs on or around the Trail.
- c. The City shall be responsible for reconstruction or improvement of the Trail, whenever, in its sole discretion, the Trail needs to be reconstructed or otherwise improved; and
- d. Obtain all necessary permits for the Trail in the future.

Nothing herein shall be construed to impose a duty upon City to maintain any other areas or construct other improvements not specified in this Agreement.

ARTICLE IV. OBLIGATIONS OF AVALON

Avalon shall be responsible for the following:

- a. Avalon shall grant the City the right of ingress and egress to the Trail for purposes of maintenance, operation, reconstruction or improvement of the Trail;
- b. Avalon shall grant the right of access to the City and the general public to use the Trail for pedestrian and non-vehicular traffic or multi use path usage as otherwise allowed under the City's Code of Ordinances;
- c. Avalon shall allow the City to install and maintain benches, trash cans or any other improvements along the Trail that the City deems necessary for the safety or convenience of the Trail users.
- d. Avalon shall maintain the common area and property surrounding the trail and, if ordered by the City for safety reasons, to mow or remove turf, grass, or landscaping surrounding the Trail;
- e. Avalon shall be responsible for any water quality measures for the Property and/or common area surrounding the Trail;
- f. Avalon shall cooperate with City and any other permitting agencies, as necessary to construct or reconstruct a Trail on the Property; and
- g. Avalon shall allow Fishers to construct Trail improvements as Fishers deems necessary.

ARTICLE V. INDEMNIFICATION

City shall indemnify, defend and hold harmless Avalon and its respective officers, agents, officials and employees for, from and against any and all claims (including, without limitation, those brought by third parties), actions, causes of action, judgments and liens arising out of this Agreement unless the claim was caused in part by the negligence of Avalon. Notwithstanding the foregoing or anything to the contrary contained herein, Avalon acknowledges and agrees that City's liability and financial exposure for certain claims is limited by the Indiana Tort Claims Act, and City's obligation to indemnify and save Avalon, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels)

arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-3-4, as amended.

ARTICLE VI. AUTHORITY

6.01 The City. The City represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver this Agreement. The City further represents and warrants that it has taken or will use its best efforts to take (subject to Avalon's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

6.02 Avalon. Avalon represents and warrants to the City that: Avalon owns the Trail and has the authority: (i) to enter into this Agreement; and (ii) to perform its obligations hereunder.

ARTICLE VII. GENERAL PROVISIONS

7.01 No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the City and Avalon or any affiliate thereof.

7.02 Amendment. This Agreement may be amended only by the written, mutual consent of the parties.

7.03 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

7.04 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.05 Indiana Law and Venue. This Agreement shall be 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.

7.06 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the City: City of Fishers
Attn: Director of Engineering
1 Municipal Drive
Fishers, Indiana 46038

With a copy to: City of Fishers
Attn: City Attorney
1 Municipal Drive
Fishers, Indiana 46038

To Avalon:

Av

Fishers IN

*Avalon Master Association, Inc.
c/o Omni Management
212 W. 10th Street, Suite 8300
Indianapolis, IN 46204*

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof, or by electronic mail. Electronic mail shall be deemed effective on the day sent as long as mail notice is deposited with the US Mail on that same day; mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.07 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.08 Assignment. The rights and obligations contained in this Agreement may not be assigned by Avalon or any affiliate thereof without the express prior written consent of the City.

7.09 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

7.10 Effective Date. This Agreement shall be effective as from the date first written above.

IN WITNESS WHEREOF, City and Avalon have executed this Agreement as of the day and year first written above.

"CITY"

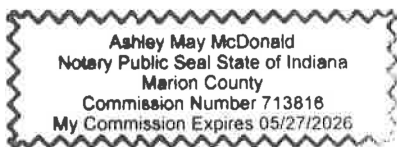
CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the **Mayor of the City of Fishers, Indiana**, and acknowledged the execution of the foregoing Agreement for and on behalf of said City.

WITNESS my hand and notarial seal this 19th day of December, 2023.




Written Signature

Ashley McDonald
Printed Signature

NOTARY PUBLIC

My Commission Expires:
5/27/2026

My County of Residence is:
Marion

"AVALON"

AVALON MASTER ASSOCIATION INC.

Joshua A. Huser

By: Joshua A. Huser

Its: president

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joshua Huser, personally known to me to be the President of the Avalon Master Association, Inc. and acknowledged the execution of the foregoing Agreement for and on behalf of said City.

WITNESS my hand and notarial seal this 19th day of December, 2023.

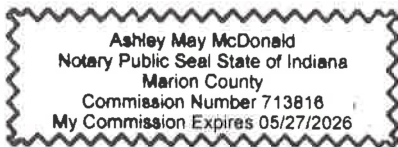
AM

Written Signature

Ashley McDonald

Printed Signature

NOTARY PUBLIC



My Commission Expires:

5/27/2026

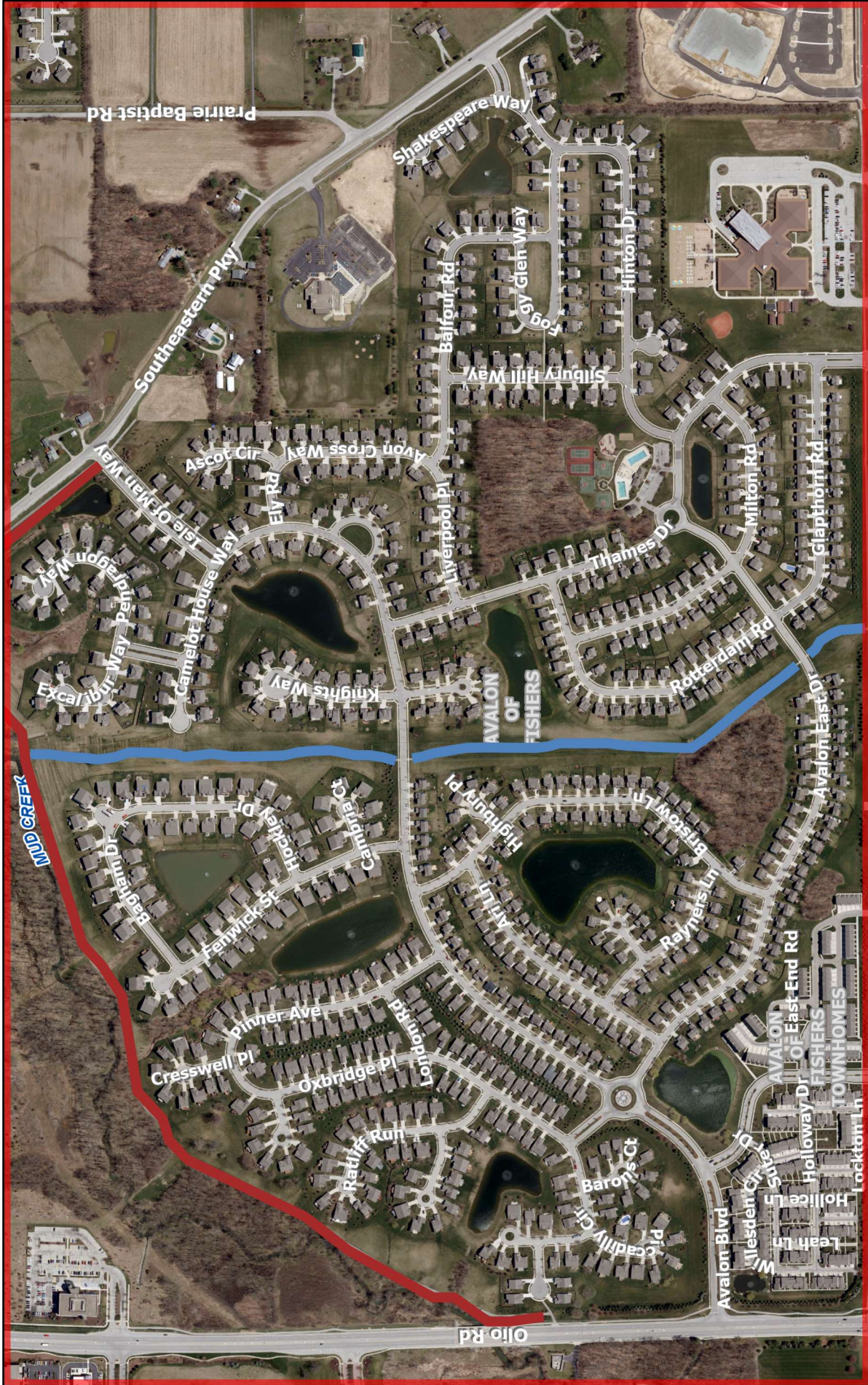
My County of Residence is:

Marion

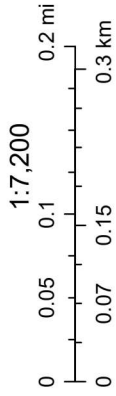
This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038.

In accordance with Indiana Code, I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: /s/ Lindsey M. Bennett, Esq.

Avalon maintenance agreement - Blue Trail



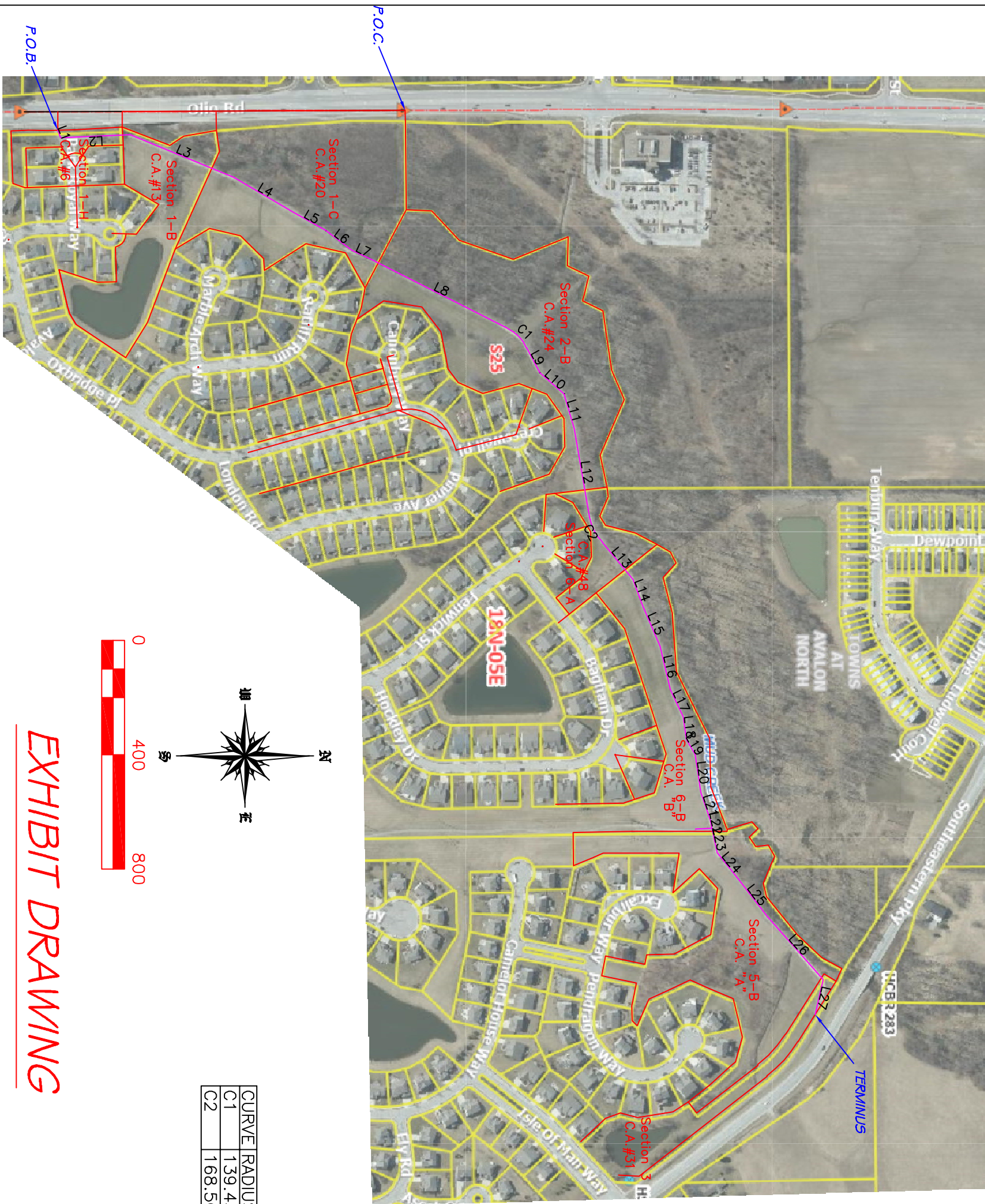
October 26, 2023



- Rivers & Streams
- Minor Roads
- Major Roads
- Subdivisions

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

Author: Hamilton County



LINE	BEARING	DISTANCE
L1	N 68°18'52" E	28.02'
L2	N 02°34'47" W	244.21'
L3	N 22°24'34" E	391.79'
L4	N 30°21'59" E	239.90'
L5	N 29°33'57" E	131.98'
L6	N 37°30'58" E	113.61'
L7	N 24°19'39" E	75.47'
L8	N 26°53'11" E	535.35'
L9	N 61°54'07" E	100.15'
L10	N 40°59'08" E	111.70'
L11	N 73°51'08" E	128.27'
L12	N 80°10'36" E	314.18'
L13	N 50°32'35" E	168.00'
L14	N 69°59'10" E	97.05'
L15	N 66°40'51" E	155.07'
L16	N 76°35'27" E	156.10'
L17	N 64°54'12" E	105.95'
L18	N 82°26'59" E	79.19'
L19	N 59°38'08" E	60.99'
L20	N 81°20'00" E	135.09'
L21	N 71°20'03" E	101.96'
L22	N 79°34'26" E	29.30'
L23	N 77°29'54" E	87.29'
L24	N 50°50'47" E	119.58'
L25	N 52°17'24" E	165.57'
L26	N 48°34'45" E	293.11'
L27	S 77°11'33" E	126.11'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	139.45'	95.68'	93.81'	N 45°38'02" E	39°18'40"
C2	168.50'	99.39'	97.96'	N 62°33'18" E	33°47'51"



EXHIBIT DRAWING

NO.	DATE	ISSUE/REVISED	BY	ALEXANDER SURVEYING, LLC Land Surveyors 1593 N. Co. Rd. 600 E. AVON, INDIANA 46123 (317) 272-0877	CLIENT:	City of Fishers 1 Municipal Drive Fishers, IN. 46038	PROPERTY DESCRIPTION:	DATE: 9-14-2023
								DRAWN: RLA
								FILE: 23-020
								LOCATION:
								TWP: Foll Creek
				SEC: 25, 18N, 5E				
				CO: Hamilton				
				SHEET: 1 OF: 1				

Parcel No.: 13-11-25-00-07-085.000

Cross Ref. No. Instrument No. 2013066923 PLAT

200400008352

200400008353

200500017003

2013066925

2009036088

2011037118

DEDICATION OF PUBLIC RIGHT-OF-WAY/TRAIL

Avalon Master Association, Inc. an Indiana nonprofit corporation, owner of certain real property generally located at 0 Pinner Avenue, Fishers, Indiana and identified as Parcel No. 13-11-25-00-07-085.000; (collectively the "Real Estate"), hereby dedicates and conveys the portion of the Real Estate specifically described in Exhibit A and depicted in Exhibit B (the "Dedication"), attached hereto and incorporated herein to the City of Fishers, Hamilton County, Indiana, for use as public right-of-way and multi-use trail along with ten feet (10') easement on both sides of the Dedication for ingress, egress and multi-use trail use by the City of Fishers and general Public.

This conveyance is not subject to the payment of Indiana Corporate Gross Income Tax.

IN WITNESS WHEREOF, the undersigned, as the authorized representative of Avalon Master Association Inc. with full authority to do so executes this Dedication of Public Right-Of-Way/Trail this 19 day of December, 2023.

Avalon Master Association, Inc.

By: 

Printed Name: Joshua A. Hear

Its: President

Parcel No.: 13-11-25-00-07-085.000

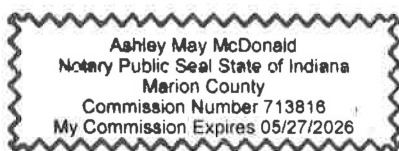
Cross Ref. No.: Instrument No. 2013066923 PLAT
200400008352 PLAT
200400008353 PLAT
200500017003 PLAT
2013066925 PLAT
2009036088 PLAT
2011037118 PLAT

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said State and County, personally appeared Joshua Huser the President of Avalon Master Association Inc. and acknowledged the execution of the same on the date aforesaid to be his or her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19th day of December, 2023.



By:

A handwritten signature in cursive script, appearing to read "Ashley McDonald".

Notary Public

Ashley McDonald
Printed Name

My Commission Expires: 5/27/2026

My County of Residence: Marion

This instrument prepared by Lindsey M Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038

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

AVALON OF FISHERS MUD CREEK TRAIL

The purpose of the following description is to define the existing asphalt path location in Avalon of Fishers Sections' 1B, C & H, Section 2B, Sections' 6A&B, Section 5B, and Section 3 Common Areas.

EXISTING PATH CENTERLINE DESCRIPTION

Part of Section 25, Township 18 North, Range 5 East, of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

Commencing at a Harrison Monument found by Hamilton County Surveyors references at the Northwest Corner of the Southwest Quarter of Section 25, Township 18 North, Range 5 East; thence South 00 degrees 14 minutes 14 seconds East (State Plane Bearing, Indiana East Zone) along the West line of the Southwest Quarter of said section, 1,215.59 feet; thence North 90 degrees 00 minutes 00 seconds East, 65.14 feet to the existing Right-of-way and the center of an asphalt path, and the POINT OF BEGINNING of this description; thence North 68 degrees 18 minutes 52 seconds East, 28.02 feet; thence North 02 degrees 34 minutes 47 seconds West 244.21 feet; thence North 22 degrees 24 minutes 34 seconds East 391.79 feet; thence North 30 degrees 21 minutes 59 seconds East 239.90 feet; thence North 29 degrees 33 minutes 57 seconds East 131.98 feet; thence North 37 degrees 30 minutes 58 seconds East 113.61 feet; thence North 24 degrees 19 minutes 39 seconds East 75.47 feet; thence North 26 degrees 53 minutes 11 seconds East 535.35 feet to a non-tangent curve to the right, having a radius of 139.45 feet, concave southeasterly; thence along said curve 95.68 feet, and subtended by chord bearing of North 45 degrees 38 minutes 02 seconds East, 93.81 feet; thence North 61 degrees 54 minutes 07 seconds East 100.15 feet; thence North 40 degrees 59 minutes 08 seconds East 111.70 feet; thence North 73 degrees 51 minutes 08 seconds East 128.27 feet; thence North 80 degrees 10 minutes 36 seconds East 314.18 feet to a non-tangent curve to the left, having a radius of 168.50 feet, concave northwesterly; thence along said curve 99.39 feet, and subtended by chord bearing of North 62 degrees 33 minutes 18 seconds East, 97.96 feet; thence North 50 degrees 32 minutes 35 seconds East 168.00 feet; thence North 69 degrees 59 minutes 10 seconds East 97.05 feet; thence North 66 degrees 40 minutes 51 seconds East 155.07 feet; thence North 76 degrees 35 minutes 27 seconds East 156.10 feet; thence North 64 degrees 54 minutes 12 seconds East 105.95 feet; thence North 82 degrees 26 minutes 59 seconds East 79.19 feet; thence North 59 degrees 38 minutes 08 seconds East 60.99 feet; thence North 81 degrees 20 minutes 00 seconds East 135.09 feet; thence North 71 degrees 20 minutes 03 seconds East 101.96 feet; thence North 79 degrees 34 minutes 26 seconds East 29.30 feet; thence North 77 degrees 29 minutes 54 seconds East 87.29 feet; thence North 50 degrees 50 minutes 47 seconds East 119.58 feet; thence North 52 degrees 17 minutes 24 seconds East 165.57 feet; thence North 48 degrees 34 minutes 45 seconds East 293.11 feet; thence South 77 degrees 11 minutes 33 seconds East 126.11 feet to the TERMINUS of this description; thence from said Terminus North 57 degrees 58 minutes 16 seconds West 137.84 feet to the Northmost corner of Common Area 31 in Section 3 of Avalon of Fishers, having a total length of existing asphalt path 4,990 feet, more or less.



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve Provider Agreements with MDWise			
SUBMITTED BY	Name & Title: Monica Heltz, Public Health Director Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R012324D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Health Department is completing the credentialing process to bill and accept health insurance information and payments. This contract is with MDWise which works with the State of Indiana and Centers for Medicare and Medicaid Services to bring Hoosier Healthwise, Healthy Indiana Plan and Medicare Advantage programs.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0
	Expenditure \$:	\$0
	Source of Funds:	\$0
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the attached provider agreements.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R012324D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING PROVIDER AGREEMENT
(MDWISE)**

WHEREAS, in 2020, the City of Fishers created a Health Department (“Health Department”) to protect and promote the health and wellbeing of Fishers residents;

WHEREAS, MDWise is an insurance company that provides health benefit plans for covered participants (“MDWise”);

WHEREAS, The Health Department is completing the credential process to allow the City to accept health information, process claims, and accept payments from MDWise; and

WHEREAS, the City now desires to enter into an Agreement with MDWise (“MDWise Agreement”) all as more particularly described in Exhibit A, which is attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** The Board hereby approves the MDWise Agreement, 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 Health Department 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.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 23rd day of January 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, 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

**HEALTH CARE PROVIDER AGREEMENT
BETWEEN
MDWISE, INC., MDWISE EXCEL NETWORK
AND
City of Fishers Fishers Health Department 351361390**

This Health Care Provider Agreement is entered into between MDwise, Inc., a non-profit health maintenance organization (“**HMO**” and “**Plan**”), MDwise Medicaid Network, Inc. d/b/a MDwise Excel Network (“**Excel**”), an Indiana non-profit corporation and City of Fishers Fishers Health Department 351361390 (“**Provider**”). From time to time the parties are referred to individually as a “**Party**”, and collectively as “**Parties**”.

The Parties agree as follows:

1. DEFINITIONS

The following terms have the meanings provided in this section.

“**Affiliate**” means any corporation, partnership or other legal entity (including any plan) directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Plan. For purposes of this Agreement, “Affiliate” includes, but is not limited to any present or future affiliate.

“**Admission**” means the admittance of a Member to a bed for a period of at least twenty-four (24) hours or more.

“**Agreement**” means this Health Care Provider Agreement, including its attachments and Plan Policies.

“**Certificate of Coverage**” means the document(s) issued by Plan (including riders and schedules of copayments and deductibles) that Members receive from Plan that specifies the services and benefits to which Members are entitled. For Members in self-funded Products, the Certificate of Coverage includes, but is not limited to the Summary Plan Description or other documents that specify the services and benefits to which self-funded Members are entitled.

“**Clean Claim**” means, unless otherwise defined by applicable law or in a Product attachment, a claim for payment in which all information, documentation and data required by Plan and applicable law for processing of a claim have been submitted to Plan.

“**CMS**” means the Centers for Medicare & Medicaid Services.

“**Coinsurance**” means the percentage of the lesser of: (a) the rates established under this Agreement, or (b) Provider’s reasonable and customary billed charges, which a Member is required to pay for Covered Services under a Certificate of Coverage.

“**Copayment**” means a flat-dollar charge required under a Certificate of Coverage; in most cases the Copayment must be paid by a Member when the Covered Services are provided.

“Covered Services” means Medically Necessary services which a Member is entitled to receive under the terms and conditions of the Certificate of Coverage, which Provider has obtained any required prior authorization, and which are provided in accordance with the terms of this Agreement.

“Deductible” means the amount that a Member must pay for Covered Services as specified in the Certificate of Coverage, before benefits will be paid by Plan.

“Effective Date” means the date signed by Plan on the signature page below. Provider may not provide Covered Services until successful completion of credentialing as provided in this Agreement.

“Emergency Medical Services” means, unless otherwise defined in a Product attachment, in which case that definition will apply to that Product, services provided to treat a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part and includes all medical screening exams consistent with the Emergency Medical Treatment and Active Labor Act, 42 USCS 1395 dd (a) (“EMTALA”).

“Medically Necessary” means services or supplies required to identify or treat a Member’s medical condition, illness or injury and which are listed in Member’s Certificate of Coverage and are determined by Plan’s Medical Director or his/her delegate to be: (i) provided in accordance with generally accepted standards of medical practice; (ii) clinically appropriate in terms of type, frequency, extent, site and duration, and are considered effective for the Member’s illness, injury or disease; (iii) not primarily for the convenience of the Member or Provider, (iv) provided in accordance with applicable laws, regulations and government agency guidance; and (v) in conformity with a Product’s Certificate of Coverage and the professional and technical standards adopted by Plan.

“Member” means a person who has enrolled in a Product, including enrolled dependents, and who is entitled to receive Covered Services.

“Observation” means a defined set of clinically appropriate specific services that include ongoing short-term treatment, assessment and reassessment, generally less than twenty-four (24) hours, but may be up to forty-eight (48) hours as determined by Plan, before deciding whether a Member requires further treatment at as inpatient or discharge from the outpatient setting.

“Participating Provider” means a licensed health care provider, including but not limited to health care professionals, hospitals, and ancillary providers that has entered into a participation agreement and is in good standing with Plan to provide Covered Services to Members.

“Payer” means the employer, HMO, or other person or entity, including Plan, that has agreed to be responsible for funding benefit payments for Covered Services provided to Members under the terms of a Certificate of Coverage.

“Plan” includes MDwise, Inc., and any future Affiliate Plan. A Plan, in its sole discretion, may delegate some or all of its obligations and responsibilities under this Agreement to another Plan or entity. The Parties agree that MDwise, Inc., may, in its sole discretion, add a new party as a “Plan” to this Agreement by notifying Provider as provided in Section 10.2(A) of this Agreement.

“Plan Policies” means Plan’s policies and procedures including, but not limited to those related to credentialing, recredentialing, payment, billing, reimbursement, medical records standards, quality improvement, utilization review, utilization management and case management as well as Plan’s Provider Manual.

“Primary Medical Provider” or **“PMP”** means physician who is appropriately licensed to engage in the practice of family or general medicine, internal medicine, obstetrics/gynecology, and pediatrics.

“Product” means any health benefit product or plan issued, administered, or serviced by a Plan. Information regarding which Plan issues, administers or services a Product will be available on Plan’s website.

“Provider Manual” means the document posted on Plan’s website, as amended from time to time, which includes information and instructions on Plan’s operations and administrative procedures.

“State” means the State of Indiana and any agency of jurisdiction over any matter associated with this Agreement.

2. PROVIDER’S OBLIGATIONS

2.1 Provision of Covered Services. Provider shall provide Covered Services to Members as set forth in the Certificate of Coverage that are within the scope of Provider’s license and certification to practice, and for which Provider has been credentialed by Plan. If Provider is not the Member’s Primary Medical Provider, Covered Services shall, whenever possible, be coordinated with the Member’s Primary Medical Provider.

A. Licensure Representation and Warranty. Provider represents that as of the Effective Date Provider has all licenses, certifications, and accreditations required by law or regulation to perform the services under this Agreement. Provider shall maintain accreditation by The Joint Commission or the Healthcare Facilities Accreditation Program, if required by Plan. Provider warrants that during the term of this Agreement Provider will maintain all licenses, certifications, and accreditations required by law or regulation to perform the services under this Agreement. Provider must immediately notify Plan of any action that jeopardizes any of the applicable licenses, certifications or accreditations.

B. Standard of Care. Provider shall provide all Covered Services in a manner consistent with professionally recognized standards of health care and in accordance with applicable laws.

C. Availability and Accessibility Standards. Provider shall provide on call telephone services twenty-four (24) hours a day, seven (7) days a week for Members. Provider shall promptly provide written notice to Plan of any changes in address, telephone number, and hours of operation.

D. Verification of Eligibility. Except in the case of Emergency Medical Services, Provider must verify each Member’s eligibility to receive Covered Services. Verification shall be made by calling Plan during regular business hours or through other electronic methods provided by Plan. Failure to verify eligibility may result in denial of payment for services provided by Provider.

E. Prior Authorization and Referrals. Provider shall comply with the requirements in Plan Policies relating to prior authorization and referrals. Failure to comply with Plan’s prior authorization and referral requirements may result in denial of payment for services provided by Provider.

F. Non-Interference. Plan will not prohibit Provider from freely discussing treatment options with Members that may not reflect Plan's position or that may not be covered by Plan. Plan will not prohibit Provider from advising or advocating on behalf of a Member about the Member's health status, medical care, or treatment options; the risks, benefits, and consequences of treatment or non-treatment; or the opportunity for a Member to refuse treatment or to express preferences about future treatment decisions.

G. Immediate Transfer of Members. If Plan determines, in its sole discretion, that the health or safety of a Member is in jeopardy, Provider agrees to assist Plan in arranging for the immediate transfer of the Member to another Provider.

H. Exercise of Professional Judgment. Plan shall not dictate or direct Provider in the practice of medicine or the exercise of medical judgment nor shall Provider hinder Plan in fulfillment of its contractual or statutory obligations. No Plan quality assessment and utilization review activities shall be construed as a violation of this provision.

2.2 Non-Covered Services. Members may agree to receive services that are not Covered Services or are not authorized by Plan and therefore, may be paid for by Member. Provider is responsible for confirming all proposed services as Covered Services and for obtaining any required prior authorization before treating Members. When proposed services are not payable by Plan, Provider must inform the Member in advance and document in writing the Member's consent to be billed for the Non-Covered Services. Provider agrees not to charge Members for Non-Covered Services unless Provider has informed the Member before providing the services that the services are not covered under the Member's Certificate of Coverage, and the Member has agreed to pay for the Non-Covered Services in writing before receiving the Non-Covered Services.

2.3 Credentialing/Recredentialing. Provider and any of its employees or subcontractors that are subject to credentialing under this Agreement shall not be added as a Participating Provider under this Agreement until successful completion of credentialing. As additional Participating Providers may become affiliated with Provider, Provider shall provide the identifying information to Plan within forty-five (45) days of their addition. The effective date will be determined by Plan upon completion of the credentialing process. Provider must satisfy all credentialing and recredentialing criteria as provided in Plan Policies. Provider agrees that Plan has the right to deny, limit, suspend or terminate Provider's participation in Plan's network pursuant to Plan Policies. Provider shall immediately notify Plan of any changes in any information that Provider has provided to Plan relating to credentialing or recredentialing.

2.4 Quality Improvement. Provider shall comply with Plan's quality improvement program. Provider shall collect performance measurement data and participate in Plan's clinical and service measure quality improvement programs. Provider shall include Members in its own quality improvement programs. Plan may use Provider's performance data for quality improvement activities.

2.5 Utilization Management. Provider agrees to participate in and comply with Plan's utilization management program.

2.6 Grievances. Provider will comply with Plan's grievance procedures. Provider will cooperate with and provide all information requested by Plan to assist Plan in resolving any grievances raised by Members. Provider agrees to comply with Plan's final grievance decisions.

2.7 Compliance. Provider shall comply with all applicable state and federal laws, regulations and government agency requirements. Provider shall comply with the Product requirements specified in the applicable attachments. Provider shall also comply with the state regulatory requirements specified in Attachment B. Provider shall immediately notify Plan of any situation that may substantially interfere with Provider's performance of its duties and obligations under this Agreement. Additionally, Provider must immediately notify Plan if Provider becomes aware that the license or privileges of Provider is suspended or terminated for quality reasons. Provider shall comply with and abide by Plan Policies. Plan may change Plan Policies in accordance with Section 10.2(B) of this Agreement. If there is a conflict between this Agreement and Plan Policies, then the Plan Policies shall control.

2.8 Insurance.

A. Professional Liability. Provider shall maintain professional liability coverage in an amount no less than that which is required to qualify as a health care provider under the Indiana Medical Malpractice Act. In the event Provider is not qualified as a provider under the Indiana Patient Compensation Fund, coverage of no less than one million dollars (\$1,000,000) per person, per occurrence is required. If provider is an entity or is a covered employee or contractor of an entity, that has been deemed eligible for coverage under the Federal Tort Claims Act, then proof of current coverage shall be accepted as sufficient professional liability coverage under this section. Provider shall also maintain separate general liability coverage in amounts commensurate with applicable industry standards for all sites used by Provider to provide Covered Services.

B. General Liability. Provider shall maintain general liability insurance with minimum limits of at least one million dollars (\$1,000,000) for each claim and three million dollars (\$3,000,000) annual aggregate.

C. Workers Compensation. Provider shall maintain workers' compensation insurance or self-insurance for its employees and such other person as required by law, as the same may be amended from time to time.

D. Proof of Insurance. Provider shall provide evidence of the insurance coverage required under this Agreement to Plan upon request and shall immediately notify Plan of any loss or impairment of the required coverage or when more than half the annual limit has been exhausted. If professional liability coverage required under this Section is secured in the form of a "claims made" policy, Provider shall purchase, upon termination of that coverage, a "tail" policy covering a period of not less than five (5) years following termination of the coverage or termination of this Agreement, whichever is later.

E. Subcontracted Provider Insurance Coverage Requirements. Provider shall cause each Subcontracted Provider to carry insurance coverage in the types and amounts, and to provide proof of insurance, as set forth in this section 2.8.

2.9 Nondiscrimination. Provider shall provide Covered Services to Members in the same manner, quality and promptness as services that are provided to Provider's other patients. Provider shall not intentionally segregate Members in any way or treat them in a location or manner different from any other patient. Provider shall not discriminate against any Member on the basis of membership in Plan, source of payment, sex, age, race, color, sexual orientation, religion, national origin or any factor related to health status, including but not limited to medical condition, claims experience, receipt of health care,

medical history, genetic information, evidence of insurability, disability or handicap, or any basis prohibited by federal, state or local law in providing Covered Services under this Agreement.

2.10 Member Hold Harmless. Provider shall only look to a Plan for compensation for services rendered to a Member when the services are covered by the Plan. Provider shall not bill, charge, collect a deposit from, seek compensation from, seek remuneration from, surcharge, or have any recourse against a Member or persons acting on behalf of a Member (other than Plan), except if the applicable Certificate of Coverage specifies a Copayment, Coinsurance or Deductible must be collected by Provider or as permitted under the coordination of benefits section of this Agreement. Provider shall not maintain any action at law or in equity against a Member to collect sums that are owed to Provider under the terms of this Agreement, even if Plan fails to pay, under the terms of the Agreement, becomes insolvent, or otherwise breaches the terms and conditions of this Agreement. This section will survive termination of this Agreement, regardless of the cause of termination and will be construed to be for the benefit of Members. The Parties do not intend this section to apply to the collection of sums that are owed to Provider for services provided after this Agreement has terminated, except as otherwise provided in this Agreement, or to services that are not Covered Services or to Copayments, Deductibles or Coinsurance. Provider further agrees that this provision supersedes any oral or written agreement entered into between Provider and any Member or person acting on a Member's behalf, if the agreement relates to payment for services provided under the terms and conditions of this Agreement.

2.11 Warranty Regarding Health Care Fraud. Provider represents that as of the Effective Date and warrants that during the term of this Agreement that Provider will not be listed by a state or federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; and will not be convicted of any crime related to defrauding any health care benefit program. Provider shall immediately notify Plan in writing if Provider is listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs or if Provider is convicted of any crime related to defrauding any health care benefit program.

2.12 Reporting Requirements. Provider shall provide to Plan all information required for Plan to meet its reporting requirements to Payers and to applicable state and federal agencies. Provider shall also provide information required by Plan to meet its accreditation requirements. Provider shall provide reports in the format and time periods requested by Plan.

2.13 Marketing and Provider Demographic Information. Plan has the right to use Provider's name for purposes of marketing and informing Members of the identity of Participating Providers. Plan shall have the right to include Provider's demographic information in its provider directories.

2.14 Prohibition on Waiving Member Cost-Sharing. Provider shall not offer discounts or waive Member cost-sharing for prompt payment or other reasons that reduce Member liability unless approved by Plan in advance and in writing.

2.15 Assignment of Members. If Provider is a Primary Medical Provider and if Provider's practice is open to any patients, Provider agrees to accept Plan Members in the amounts specified in Section 2.16 of this Agreement. Provider must provide at least ninety (90) days written notice to Plan before closing Provider's practice to all new Members.

2.16 PMP Requirements. Members who enroll in Plan may be required to select a PMP to provide or manage all medical care services for themselves and their enrolled dependents. If Provider is a PMP, Provider shall accept Members who select Provider to act as their PMP without regard to race, sex,

health or economic status. Plan and Provider recognize that a physician-patient relationship is a personal relationship and that circumstances may arise under which relationships between a Member and a PMP may become unsatisfactory to one or the other. In such cases, Plan will use reasonable efforts to resolve the differences impeding the relationship. If the Parties are unable to do so, Plan will transfer the Member to another PMP. If Provider is a PMP, Provider will notify Plan before terminating any physician-patient relationship with a Member.

3. PLAN'S OBLIGATIONS

3.1 Payment. The applicable Plan will make payment for Covered Services in accordance with the terms of this Agreement and the applicable attachment. Nothing in this Agreement will make a Plan liable for another Plan's obligations related to payment.

3.2 Eligibility Verification / Inquiry Services. Plan will maintain eligibility data and provide Members with ID cards. Plan will provide inquiry services where Provider can determine eligibility for benefits, status of claims, or make other inquiries about Products and Plan Policies.

3.3 Exclusive or Preferred Provider Arrangements. Plan may designate specific health care providers, agencies and facilities as preferred or exclusive providers for services covered by this Agreement. Provider agrees to abide by Plan's designation unless Provider believes that the clinical need of the Member requires use of another Participating Provider and prior authorization is obtained from Plan.

3.4 Compliance with Applicable Laws. Plan agrees to carry out its obligations under this Agreement in accordance with applicable federal and state laws, regulations and regulatory agency requirements.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement begins on the Effective Date and will continue for a period of one (1) year. This Agreement will automatically renew for additional one (1) year terms.

4.2 Automatic Termination. This Agreement will automatically terminate if any of the following occur:

- A. Plan loses its Certificate of Authority to operate as an HMO;
- B. Provider fails to maintain a required license, hospital privileges, certification, accreditation or professional liability insurance in an amount satisfactory to Plan;
- C. Provider is unable to or fails to meet Plan's credentialing or recredentialing requirements;
- D. Provider is convicted of or pleads guilty or *nolo contendere* to any felony crime;
- E. Provider declares bankruptcy or insolvency. In the event this section is triggered, Provider shall have an affirmative obligation to notify the Plan as soon as is feasible;
- F. Provider submits fraudulent, false or misleading information to Plan;

- G. Provider is suspended, terminated, debarred or excluded from participating in a government health care program or by a government agency for any period of time.
- H. For the Medicare Product, if Provider opts out of participation in Medicare or Medicaid; or
- I. For the Medicaid Product, if Provider is not enrolled in the Indiana Medicaid Program as an IHCP provider.

4.3 Immediate Termination. This Agreement will terminate immediately upon delivery of written notice to Provider, if Plan determines that the immediate termination of this Agreement and transfer of Members is necessary to protect the health or safety of Members. Plan may also immediately terminate this Agreement if Provider is charged with, arrested or indicted for any criminal charge related to moral turpitude or the practice of medicine, or fails to pass pre-payment review.

4.4 Termination for Cause. If a Party believes that another Party is in breach of this Agreement, the Party shall notify that Party of its intent to terminate this Agreement for cause. The Party alleging the breach must follow the dispute resolution process in Section 5 prior to the termination of the Agreement. If the applicable Parties are unable to resolve the dispute through the dispute resolution process in Section 5, the Agreement shall terminate at the end of ninety (90) days after the initial meeting of the executives as specified in Section 5.2(B).

4.5 Termination without Cause. Any Party may terminate this Agreement without cause upon one hundred eighty (180) days prior written notice to the other Parties. Plan may terminate Provider from participating in a Product, including but not limited to any network or Product as it relates to a specific plan or Payer, without cause upon sixty (60) days written notice to Provider. This Agreement shall remain in effect as to any other Products covered under this Agreement.

4.6 Obligations upon Termination. Plan will continue to provide Covered Services to Members that Provider is actively treating when this Agreement is terminated until Provider completes the active treatment or is discharged, or for up to ninety (90) calendar days, whichever is less. Provider also agrees to continue providing Covered Services to Members through the postpartum period for Members in their second or third trimester of pregnancy. Notwithstanding anything to the contrary in this section, this Section shall not apply to Provider if this Agreement is terminated in accordance with Section 4.2 or Section 4.3 above. Provider agrees to cooperate with the transfer of a Member to another provider to provide the services. Provider shall also provide, without charge, copies of all medical records to a new Participating Provider. The provisions of this Agreement, including but not limited to those relating to payment shall continue to apply after termination of this Agreement to Covered Services provided by Provider in accordance with this Section 4.6.

5. DISPUTE RESOLUTION

5.1 Requirement to Exhaust Appeal Rights. Provider must exhaust its review and appeal rights in accordance with Plan Policies before seeking any other remedy.

5.2 Dispute Resolution Process. Before a Party initiates any legal or equitable actions relating to this Agreement the applicable Parties shall meet and attempt in good faith to resolve the dispute. If they cannot informally reach an agreement, the following appeal process will be utilized:

A. Initial Resolution. An aggrieved Party must first send a written statement within sixty (60) days to the other Party outlining the nature and extent of the problem. The written statement must contain all written documentation and supporting documents relevant to the dispute. The Parties to the dispute will meet within forty-five (45) days to discuss the problem. If the meeting does not resolve the problem, the responding Party will within ten (10) days send a written response to the original written dispute. The response will specifically set forth the answer and/or statement of the responding Party together with all supporting documentation of which will be the basis for Executive Level Review.

B. Executive Level Review. If the informal procedure in Section 5.2 (A) has not resolved the dispute, the disputing Party shall schedule a meeting between a Plan Vice President and a Provider representative of comparable position. These individuals shall have thirty (30) calendar days to resolve the dispute. If additional meetings are held and resolution of the dispute occurs, the Parties to the dispute shall reduce such resolution to writing or amend the Agreement to include the resolution. If no resolution of the dispute is reached within ninety (90) calendar days from the initial meeting between these individuals, any Party may pursue any available legal or equitable remedies. The dispute may be resolved through arbitration if agreed upon in writing by all the Parties to the dispute.

5.3 Notice of Intent to Sue. Before any litigation may be commenced against a Party, the Party alleging breach must provide at least thirty (30) days written notice to the other Party that specifies the alleged breach and indicates the intent to file suit.

5.4 Venue and Jury Waiver. Each Party agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State or Federal court located in Marion County, Indiana, in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement. Each Party waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement. No Party will seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

5.5 Equitable Relief. Notwithstanding anything in this Agreement, each Party may bring court proceedings to seek an injunction or other equitable relief to enforce any right, duty or obligation under this Agreement.

6. PAYMENT

6.1 Submission of Claims. Provider shall submit Clean Claims for Covered Services to Plan, or Plan's designee, in a manner and format prescribed by Plan that are consistent with applicable state and federal laws and regulations. Provider shall submit all claims for Covered Services according to the instructions in Plan Policies. Plan may reduce or deny payment for services which are not submitted for payment in accordance with this Agreement or which are not billed or coded in accordance with legal requirements and generally accepted industry standards for billing and coding practices. Provider shall not bill a Member for Covered Services if Provider fails to submit claims for Covered Services in accordance with this Agreement. All claims submitted to Plan shall include Provider's customary charge for Covered Services rendered to a Member during a single instance of service.

6.2 Payment for Covered Services.

A. Underwritten Plans (non-Self-Funded Products). For Members covered under an underwritten Product, Plan shall reimburse Provider for Covered Services provided in accordance with the terms of this Agreement.

B. Self-Funded Products. For Members covered under a self-funded Product, Provider agrees that Plan operates only as an intermediary between Payers for self-funded Products and Provider with respect to payment under this Agreement and that payment for claims under this Agreement is the sole and exclusive responsibility of the self-funded Payer. Plan shall be responsible for making disbursements to Provider of claim payment amounts transferred to Plan on behalf of the self-funded Payer. In administering self-funded Products, Plan is not the insurer, guarantor, or underwriter of the liability of payment to provide Covered Services to, or for Members, under any Certificate of Coverage. Plan shall not be obligated to pay Provider for self-funded Products unless and until payment for Covered Services is received from the Payer responsible for the payment. Plan has no liability to Provider for nonpayment or for any delay in payment from a Payer. Provider shall look solely to the Payer for payment.

6.3 Payment Schedule. Plan will adjudicate and pay Clean Claims in accordance with the time periods required by applicable law.

6.4 Timely Filing Requirement. For Indiana Medicaid claims, Provider must submit claims to Plan within ninety (90) days of the date of services. For other Products, Provider must submit claims to Plan within three hundred sixty-five (365) days of the date of service. For claims involving coordination of benefits or subrogation, Provider shall submit claims to Plan within three hundred sixty-five (365) days from the date of service or ninety (90) days after receipt of information of a primary carrier. Plan, or Plan's designee, shall accept all corrections, additions, adjustments or appeal requests to a Clean Claim within ninety (90) calendar days of adjudication. Provider agrees that claims received after these time periods are ineligible for reimbursement. Provider's right to appeal is provided in Plan Policies.

6.5 Objection to Payment. Provider must notify Plan of any alleged error, miscalculation, discrepancy or other basis for disputing the correctness or accuracy of any claim (whether paid, denied or otherwise) within ninety (90) days after the remittance advice is issued. Otherwise, Provider will be deemed to have confirmed the correctness and accuracy of the claims processed. Provider shall comply with the notice and content requirements as specified in the Provider Manual. In no event will a Plan have liability above or beyond the aggregate amount of claims during this period. This objection and time limitation do not apply to overpayments.

6.6 Taxes. If any taxes, assessments, or similar fees are imposed on Provider by a governmental authority for the provision of Covered Services to Members, Provider is responsible for the taxes and shall not pass the taxes on to Members, Payers or Plan unless specifically required to do so under applicable law.

6.7 Coordination of Benefits and Subrogation. Provider shall request information from Members regarding other payers which may be primarily responsible for Member's Covered Services. Provider shall comply with Plan's coordination of benefits rules. If Provider has or receives information on the identity of a responsible party for coordination of benefits, Provider must immediately provide that information to Plan. Provider shall pursue payment from other responsible payers and shall bill Plan only for Covered Services not payable by the primary payer. All payment amounts received from other primary payers for Covered Services shall be promptly credited against or deducted from billable amounts otherwise payable under this Agreement. Payments by Plan as a secondary payer, when

combined with payments received by Provider from all other payers, shall not exceed the amount which would otherwise be payable by Plan as primary payer under this Agreement.

6.8 Claims Adjustments and Plan Audits.

A. General Claims Adjustments. Plan may adjust claims to any previous payment for a Clean Claim due to inaccurate payment, including but not limited to clerical errors, claims processing errors, system issues, and if Plan paid as primary when Plan was not the primary payer, within twenty-four (24) months of the original payment.

B. Plan Audits.

I. Time Period for Audits. Plan may perform retrospective review to verify that all claims were submitted in accordance with the terms of this Agreement. Plan may also retroactively deny or adjust payments to Provider if Plan determines that a service was not Medically Necessary, even if Plan authorized the service. Plan may conduct audits within thirty-six (36) months immediately following the original date of payment. Notwithstanding the foregoing, there shall be no time limit for Plan, State, CMS or HHS audits related to fraud, waste, or abuse, if required by regulation or law, or if otherwise requested, required, or referred by a regulatory agency.

II. Provision of Information and Records During an Audit. As part of an audit, Plan and its representatives may request documentation or records which shall be promptly provided to Plan by Provider. If Plan or its representatives are denied access to Provider's office or if Provider does not timely provide the requested documentation and records to Plan or its representatives, then Plan may deem one hundred percent (100%) of the claims to be audited as noncompliant and due and owing to Plan.

III. Common Errors and Extrapolation. Where based on a sampling of audited claims, Plan determines that Provider has engaged in fraud, waste or abuse or has made common errors in the submission of claims, Plan has the right to extrapolate for purposes of determining the amount owed to Plan for noncompliant claims.

IV. Overpayments Identified by Provider. Provider must immediately notify Plan of any overpayment that Provider suspects or has actual knowledge of.

V. Return of Funds. If Plan determines through an audit or other retrospective review that Provider has been non-compliant with any provision in this Agreement or Plan Policies, including any extrapolated amounts, if Plan determines that a service was not Medically Necessary, if Provider fails to provide requested documentation and records to Plan or its representatives as required in Section 6.8(B)(II), or if Provider was overpaid for any other reason, Provider shall promptly return the overpayment, including any extrapolated amounts, to Plan. Plan may, at its option, deduct or offset against future payments owed to Provider. Provider shall not seek reimbursement from Members for claims denied and recouped pursuant to this Section. Provider may pursue any appeal rights available in Plan Policies. If Provider has not paid all amounts due to Plan, for any reason, Plan may refer collection of the unpaid amount to an attorney or collections agency. If Provider's unpaid amounts are referred to an attorney or collections agency, Provider must pay all reasonable attorney's fees or collections agency fees.

7. RECORDS

7.1 Maintenance of Records. Provider shall maintain medical records on all Members in accordance with accepted professional standards and practices. The medical records shall be completely and accurately documented, readily accessible, and systematically organized to facilitate retrieving and compiling information. Provider shall also maintain accurate and timely financial and administrative records relating to the services provided in this Agreement.

7.2 Access to Records. Provider agrees to provide CMS, the State, the Plan and/or their designees, access, at all reasonable times, to medical, financial and administrative records relating to this Agreement. Provider shall also provide access to medical, financial and administrative records relating to this Agreement to all applicable state and federal government agencies in accordance with any request of any agency of jurisdiction over this Agreement. Upon request by Plan, Provider shall provide at no cost to Plan copies of Member medical records and any other records requested by Plan. Provider shall keep all such records detailed in this section for a minimum of ten (10) years from the date of creation or as otherwise required by applicable laws, whichever is longer.

7.3 Medical Record Standards. Provider shall maintain the confidentiality of all Member medical records as required by applicable laws and regulations, which include but are not limited to requiring reasonable administrative, technical and physical safeguards to ensure the integrity and confidentiality of Member information. Provider agrees to comply with any additional medical record standards in Plan Policies. Provider shall ensure that Member records are complete, legible and accurate.

8. DELEGATION. Provider shall not delegate or subcontract any service, activity, or other obligation required of Provider under this Agreement to any other person, without the prior written consent of Plan. Any delegation or subcontract, if consented to by Plan, must be performed by the delegate in accordance with Plan's contractual obligations to Payers and Provider's contractual obligation under this Agreement (including this provision). Any attempted delegation or subcontract by Provider without Plan's consent shall be null and void and of no force or effect. Provider agrees that any delegation or subcontract agreements of Provider with for which Plan has provided consent shall be in writing, signed by the Provider and the delegate or subcontractor, and in compliance with all applicable laws and regulations. The agreement must specify in writing: (i) the delegated activities and reporting responsibilities; (ii) Plan's right to monitor on an ongoing basis the performance of the parties; and (iii) that subcontractor must comply with all applicable federal and state laws, regulations, and applicable CMS instructions. If a delegate of Provider fails or is unable, for any reason, to perform in a satisfactory manner any services, activities or other obligations that have been delegated or subcontracted, then Provider shall suspend, revoke or terminate the delegation effective upon the date set forth in a written notice sent to Provider by Plan. Additionally, Plan has the right to require Provider to comply with corrective action plans or seek other remedies or curative measures respecting the unsatisfactory delegation consistent with all applicable laws.

9. MONITORING. Provider shall permit Plan to monitor the performance of Provider on an ongoing basis, in any manner that Plan determines appropriate. Notwithstanding the foregoing, this section does not relieve Provider of its obligations under this Agreement.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement and all attachments supersede all prior written and oral agreements and representations and constitutes the sole and entire agreement between Plan and Provider.

10.2 Amendments.

A. General. This Agreement may only be amended upon the written agreement of the Parties, except that Plan may unilaterally amend the Agreement at any time to comply with applicable federal or state law, regulatory requirements, guidelines or rules. Additionally, MDwise, Inc., may unilaterally amend this Agreement by removing or adding another Plan to the Agreement, or by modifying the Product(s) offered by a Plan. Plan shall provide notification to Provider of the amendment and its effective date. Notwithstanding Section 10.9 of this Agreement, Plan may provide notification by publication on Plan's website.

B. Discretionary Amendments. Notwithstanding Section 10.2(A) of this Agreement, Plan may modify this Agreement for any reason by notifying Provider at least thirty (30) days before the effective date of the amendment. Provider may object to the amendment by providing written notice to Plan before the effective date of the amendment. If Provider objects to the amendment, Plan will endeavor to work in good faith with Provider to resolve Provider's objections. If Plan and Provider are unable to resolve the objections before the effective date of the amendment, Provider may terminate this Agreement as provided in Section 4.5 of this Agreement.

10.3 Governing Law. This Agreement shall be governed, construed and enforced under the laws of the State of Indiana.

10.4 Independent Contractors. Nothing in this Agreement shall be construed to create the relationship of employer and employee, a partnership or joint ventures between the Parties. Provider shall be free to exercise its independent judgment in the performance of this Agreement, subject only to the terms of this Agreement. Provider shall not obligate Plan to, nor incur, any expense on Plan's behalf without prior written authorization from an officer of Plan. Provider agrees to pay all costs, taxes, fees and other incidental costs incurred by Provider in the performance of this Agreement. Payroll and employment taxes, including but not limited to FICA, FUTA, federal personal income tax and any applicable state personal income, disability insurance and unemployment taxes are the sole responsibility of Provider. Provider is responsible for provision of workers' compensation and unemployment coverage at levels required by law.

10.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together form one single document. If any signature is delivered by facsimile or via email delivery of a ".pdf" format, the signature shall create a binding obligation of the Party executing with the same force and effect as if the facsimile or ".pdf" signature page was an original.

10.6 Assignment. Except as provided in this Agreement, neither this Agreement nor any right under this Agreement shall be sold, transferred or assigned by Provider and Provider shall not delegate to any other entity or person any duties or obligations under this Agreement. Plan shall have the right to assign or delegate its rights, duties and obligations under this Agreement to any Affiliate or to any entity or person that acquires all or substantially all of the business of a Plan.

10.7 Indemnification. Provider shall indemnify, defend, and hold Plan and the State harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs of settlement or defense, whether relating to persons or property, arising out of or relating to Provider's negligent acts or omissions or willful misconduct with respect to its obligations under this Agreement.

10.8 Waiver. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by a Party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be considered a waiver of any subsequent breach.

10.9 Notices. Unless otherwise specified in this Agreement, any notice required to be given by one Party to the other shall be in writing, sent by facsimile, email, U.S. mail, postage prepaid, or by a nationally recognized overnight courier to the addresses provided below:

Notices to Plan shall be sent to:

MDwise, Inc.

Attn: Legal Department

2955 N. Meridian Street, Suite 201

Indianapolis, Indiana 46208

Notices to Provider shall be sent to:

The address listed on the signature page.

10.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns, and, except as otherwise specifically provided herein, nothing in this Agreement is intended to or shall confer on any other person, including a Member any legal or equitable right, benefit or remedy under this Agreement. A Member's rights under a Certificate of Coverage do not give rise to any rights on behalf of Provider or any other persons unless specifically set forth in this Agreement.

10.11 Headings. The headings of articles and sections in this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

10.12 Confidentiality of this Agreement and Business Information. Plan and Provider agree to hold the terms of this Agreement and all confidential or proprietary information or trade secrets of each other in confidence and agree not to disclose such information, unless required to disclose the information by law. Notwithstanding the foregoing, Plan may disclose Provider's confidential information to its Affiliates or, to applicable state and federal agencies or accreditation bodies to the extent required by such entities.

10.13 Several Liability. Notwithstanding anything to the contrary in this Agreement, all representations, warranties, covenants, liabilities and obligations under this Agreement are several, and not joint, to each Plan, and no Plan will be liable for any breach, default, liability or other obligation of the other Plans party to this Agreement.

11. PRODUCTS COVERED

Provider agrees to participate in the following Products:

[Applicable Products]

- ☐ 1. Plan's Medicare Advantage product(s). [Attachment B]
- ☒ 2. Plan's Medicaid (including Hoosier Healthwise, Healthy Indiana Plan & Hoosier Care Connect) HMO product(s). [Attachment C]
- ☒ 3. Commercial and self-funded products. [Attachment D]

The authorized representatives of the Parties have caused this Agreement to be executed.

[Remainder of page intentionally left blank]

Plan

**MDwise, Inc. and MDwise Medicaid
Network, Inc. d/b/a MDwise Excel
Network**

By: Chasity Howell
Its: Vice President Provider Services

Date:_____

Provider

By:
Its:

Date:_____

Address: 2 Municipal Drive
Fishers Indiana
46038

Tax ID:_____

NPI:_____

ATTACHMENT A**HOSPITAL PROVIDERS****I. APPLICABILITY TO MEDICAID PROGRAMS**

Unless otherwise noted in this Attachment, all terms and conditions of the Agreement and/or the Medicaid Attachment shall apply.

A. Compensation for Medicaid Members. In compensation for Covered Services rendered pursuant to this Agreement, Plan will reimburse Provider for Medicaid Members at the lesser of the Provider's billed charges or the following:

1. Hospital Inpatient.

Plan will pay Provider at the then current Indiana Medicaid rates and methodology, less applicable Copayments.

2. Hospital Outpatient.

Plan will pay Provider at the then current Indiana Medicaid rates and methodology or its successor, less applicable Copayments.

B. Maximum payment Amount. When combined with all other sources of payment, Plan's payment cannot exceed the payment listed in this Attachment.

II. APPLICABILITY TO MEDICARE PROGRAM

Unless otherwise noted in this Attachment, all terms and conditions of the Agreement and/or the Medicare Attachment shall apply.

A. Compensation Amount for Medicare Members. In compensation for Covered Services rendered pursuant to this Agreement, Plan will reimburse a Provider for Medicare Members at the lesser of the Provider's billed charges or the following:

1. Hospital.

An amount equivalent to one hundred percent (100%) of the Medicare DRG payment rates and methodologies in effect on the date of service, less any payments, Copayments, Coinsurance and Deductibles.

2. Hospital Providers.

100% of the Medicare allowed amount applicable to the Provider as published annually and based on valid codes recognized by CMS in effect on the date of service, less applicable Copayments, Coinsurance and Deductibles.

B. Maximum Payment Amount. When combined with all other sources of payment, Plan's payment cannot exceed the payment listed in this Attachment.

III. GENERALLY APPLICABLE TO HOSPITAL PROVIDERS

- A. Prior Authorization and Referrals.** Provider shall comply with the requirements in Plan Policies relating to prior authorization and referrals prior to the provision of Covered Services. Provider is not required to seek prior authorization to provide Emergency Medical Services to Members who present to the emergency department but must provide notification of an Admission following the provision of the services as required in the Agreement. Observation services must be provided in accordance with the requirements in Plan Policies. Failure to comply with Plan's prior authorization and referral requirements will result in denial of payment for services provided by Provider.
- B. Notification Requirements Following the Provision of Emergency Medical Services.** Provider shall comply with Plan's notification requirements for an Admission following the provision of Emergency Medical Services. Specifically, Provider shall: (i) notify Plan within forty-eight (48) hours of the Admission, or for Admissions occurring during a weekend or holiday, by the end of the first working day thereafter; (ii) Provider shall provide all relevant and any requested information to Plan, and (iii) Provider shall make available to Plan all information regarding the discharge of a Member. Failure to satisfy any such notification requirements will result in non-payment for the services.

ATTACHMENT B

MEDICARE ADVANTAGE

I. COMPENSATION FOR MEDICARE MEMBERS

In compensation for Covered Services rendered pursuant to this Agreement, Plan will reimburse a Provider for Medicare Members at the lesser of the Provider's billed charges or the following:

1. Primary Care Providers, Specialty Care Providers and other Non-Hospital Providers

100% of the Medicare allowed amount applicable to the Provider as published annually and based on valid codes recognized by CMS in effect on the date of service, less applicable Copayments, Coinsurance and Deductibles.

II. MAXIMUM PAYMENT AMOUNT

When combined with all other sources of payment, Plan's payment cannot exceed the payment listed in this Attachment.

III. MEDICARE REGULATORY REQUIREMENTS

The Centers for Medicare and Medicaid Services ("CMS") requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization such as Plan and a provider to comply with the Medicare laws, regulations and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA"); and

Except as provided in this Attachment, all other provisions of the Agreement between Plan and Provider not inconsistent with this Attachment shall remain in full force and effect. This Regulatory Requirements Section shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

A. Definitions:

"Completion of Audit" - Completion of audit by the Department of Health and Human Services, the Government Accountability Office or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

"Downstream Entity" - Any party that enters into a written arrangement acceptable to CMS with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between a Medicare Advantage Organization (or applicant) and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

"Final Contract Period" - The final term of the contract between CMS and the Medicare Advantage Organization.

“First Tier Entity” - Any party that enters into a written arrangement acceptable to CMS with a Medicare Advantage Organization (or applicant) to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage program. In this Agreement, Provider is a First Tier Entity.

“Medicare Advantage” or “MA” - An alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

“Medicare Advantage Organization” or “MA Organization” - A public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements. In this Agreement, Plan is the MA Organization.

“Medicare Advantage Member” or “MA Member” - A MA eligible individual who has enrolled in or elected coverage through a Plan, a MA Organization.

“Provider” - (1) Any individual who is engaged in the delivery of health care services in a state and is licensed or certified by the state to engage in that activity in the state; and (2) any entity that is engaged in the delivery of health care services in a state and is licensed or certified to deliver those services if such licensing or certification is required by state law or regulation.

B. Requirements. Provider agrees to the following:

1. Right to Audit – HHS, the Comptroller General, or their designees have the right to audit, evaluate and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the Provider and Downstream Entities related to CMS’s contract with Plan through ten (10) years from the final date of the final contract period of the contract entered into between CMS and Plan or from the date of completion of any audit, whichever is later. [42 CFR 422.504(i)(2)(i)] and (ii) HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect and inspect any books, contracts, computer or other electronic systems (including medical records and documentation of Provider and Downstream Entities related to CMS’s contract with Plan through ten (10) years from the final date of the final contract period of the contract entered into between CMS and Plan or from the date of completion of any audit, whichever is later. IDOI, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under this section directly from Provider or any Downstream Entity. For records subject to review, except in exceptional circumstances, CMS will provide notification to Plan that a direct request for information has been initiated. [42 CFR 422.504(i)(2)(i)-(iii)]

2. Confidentiality and Record Maintenance - Provider will comply with the confidentiality and enrollee record accuracy requirements, including: (a) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (b) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (c) maintaining the records and information in an accurate and timely manner and (d) ensuring timely access by enrollees to the records and information that pertain to them. [42 CFR 422.504(a)(13) and 422.118]

3. **MA Member Hold Harmless** - MA Members will not be held liable for payment of any fees that are the legal obligation of Plan. [42 CFR 422.504(i)(3)(i) and 422.504(g)(1)(i)]
4. **Dual Eligible Members** - For all MA Members eligible for both Medicare and Medicaid, MA Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Provider will be informed of Medicare and Medicaid benefits and rules for MA Members eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Provider will (a) accept the Plan payment as payment in full, or (2) bill the appropriate state source. [42 CFR 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. **Compliance with MA Contract** - Any services or other activity performed in accordance with a contract or written agreement by Provider are consistent and comply with Plan's contractual obligations. [42 CFR 422.504(i)(3)(iii)]
6. **Prompt Pay** - Plan shall pay for Covered Services provided to MA Members under this Attachment in accordance with the methodologies and payment rates referenced in this Attachment. Plan, or an authorized agent, shall receive, process and pay in a timely manner claims for Covered Services rendered by Provider in accordance with the prior authorization procedures as set forth in Plan Policies. Plan shall ensure that Clean Claims are adjudicated promptly in accordance with applicable statutory and regulatory requirements. Plan will adjudicate all Clean Claims within 45 days following receipt from Provider. Claims paid beyond the required time frame will be paid at the interest rate required by law. [42 CFR 422.520(b)(1) and (2)]
7. **Compliance with Applicable Laws** - Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare law, regulations and CMS instructions. [42 CFR 422.504(i)(4)(v)]
8. **Delegated Responsibilities** - All responsibilities delegated by Plan to Provider under this Attachment are described in this Attachment. Provider and any subcontractor or other Downstream Entity (delegate) to which Provider delegates responsibilities under the Agreement shall perform such responsibilities on behalf of MA Members in accordance with this Attachment, applicable Medicare laws and regulations, CMS instructions, Plan policies and procedures, and requirements set forth in the Medicare Advantage Contract. On an ongoing basis, Plan shall be responsible for monitoring and overseeing the performance of Provider and delegates with regard to all delegated responsibilities. Processes for performing delegated administrative responsibilities, including but not necessarily limited to provider selection and credentialing, shall be reviewed, preapproved and monitored by Plan on an ongoing basis. If Provider or delegate fails to perform delegated services, reporting or disclosure responsibilities in a manner satisfactory to Plan or CMS, Plan shall retain the right to revoke such delegation in accordance with the Termination for Cause provisions set forth in this Agreement. To the extent that Provider delegates responsibilities under this Attachment, the following specifications or provisions shall be incorporated into its written agreements with such delegates:
 - A. A description of the delegated activities and reporting responsibilities;
 - B. A provision for the revocation of delegated activities and reporting requirements or other appropriate remedies if CMS or Plan determines the delegate's performance is unsatisfactory;
 - C. Specification that the delegate's performance is monitored by Plan on an ongoing basis;

D. Specification that credentials review process for all medical professionals affiliated with the delegate will be conducted by Plan or reviewed and approved by Plan and audited by Plan on an ongoing basis;

E. A specification that the delegate must comply with all applicable federal laws, regulations and CMS instructions. [42 CFR 422.504(i)(4) and (5)]

9. Credentialing - Provider shall satisfy all credentialing and re-credentialing criteria, standards and policies established by Plan and/or CMS, as may be amended from time to time. Applicable credentialing standards include maintenance of acceptable levels of any medical liability insurance. Plan retains sole discretion to determine whether Provider qualifies for affiliation for the Plan Medicare Advantage product(s) in accordance with applicable criteria, standards and policies.

10. Access to Records - Provider shall permit any authorized local, state, or federal government agency, including without limitation Plan, the U.S. Department of Health and Human Services (HHS), the U.S. General Accounting Office (GAO), Centers for Medicare and Medicaid Services (CMS), the Comptroller General, and their designees to audit, evaluate, collect and inspect any books, contracts, computer or other electronic systems, records, including medical records, patient care documentation, and other records of Provider, related entities and Downstream Entities that pertain to Plan's Medicare Advantage Contract with CMS. Provider shall provide such information to Plan as shall be necessary to comply with reporting requirements established by CMS. Such access shall be permitted for up to ten (10) years after the final date of this Attachment or completion of audit, whichever is later. Provider shall also ensure that MA Members have timely access to records and information that pertains to them.

11. Nondiscrimination - Provider shall provide Covered Services to MA Members in the same manner, quality and promptness as services are provided to Provider's other patients. Provider shall not discriminate against any MA Member on the basis of membership in Plan, source of payment, sex, age, race, color, sexual orientation, religion, national origin or any factor related to health status, including but not limited to medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, disability or handicap, or any basis prohibited by federal law, including, but not limited to Section 1557 of the Patient Protection and Affordable Care Act, in providing Covered Services under this Agreement.

12. Standard of Care - Provider shall establish procedures to identify, assess and establish treatment plans for MA Members with complex medical conditions. Provider agrees to provide MA Member's with access to Covered Services without undue delay and as soon as necessary in light of the MA Member's medical condition. Provider shall be available to render services, within the scope of Provider's practice and licensure, and when medically necessary, on a 24-hour, 7-day per week basis.

13. Obligations of Recipients of Federal Funds - Provider acknowledge that payments to Provider pursuant to this Attachment are made, in whole or in part, from federal funds and that this Attachment is subject to all laws applicable to entities and individuals receiving federal funds. Provider acknowledges and agrees that payments received under this Agreement are, in whole, or in part, from federal funds, and that claims data submitted by Provider will be used for the purposes of obtaining federal reimbursement. Provider shall comply with all requirements of laws applicable to recipients of federal funds and will also comply with federal laws and regulations designed to prevent and ameliorate fraud, waste and abuse, including, but not limited to, the False Claims Act (32 USC 3729, *et seq*), the Anti-

Kickback Statute (section 1128B(b)) of the Social Security Act), Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

14. Medical Management and Quality Improvement Program - Provider shall participate in Plan's quality improvement, performance improvement, and/or medical management programs. Provider shall also participate in CMS and the IDOI quality improvement initiatives. To the extent applicable in connection with Provider's administration or delivery of prescription drug benefits under Part D of Plan's Medicare Advantage Program, Provider shall cooperate with Plan's quality assurance, drug utilization management and medication therapy management programs, and shall support e-prescribing.

15. Encounter/Claims Data - Provider shall submit to Plan all data necessary to characterize the context and purposes of each encounter between Provider and MA Member and to facilitate claims adjudication in accordance with applicable CMS encounter reporting requirements. Provider must certify the accuracy, completeness and truthfulness of all such data to the best of his/her knowledge, information and belief.

16. Continuation of Benefits - Even if Plan is insolvent or ceases operations, Provider will continue to provide Covered Services to MA Members through the period for which CMS payment has been paid to Plan, and for MA Members confined to an inpatient facility, the date Plan's contract with CMS terminates, or in the event of insolvency, through discharge. This provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and MA Member or person acting on Member's behalf, insofar as such contrary agreement relates to liability for payment of Covered Services provided under this continuation of benefits provision.

17. Non-interference - Nothing in this Agreement shall be construed to prohibit or otherwise restrict Provider from advising or advocating on behalf of a MA Member about Member's health status, medical care, or treatment options; the risks, benefits, and consequences of treatment or non-treatment; or the opportunity for Member to refuse treatment or to express preferences about future treatment decisions.

18. Adverse Action

A. No Adverse Actions or Investigations - Provider asserts that, to the best of its knowledge, information and belief, there are no pending investigations, legal actions, or matters subject to arbitration involving Provider, employees, contractors, board members, or any other major shareholders (5% or more) on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services.

B. No Criminal Convictions or Civil Judgments - Provider asserts that, to the best of its knowledge, information and belief, neither Provider, nor any employees, contractors, board members, or any major shareholder (5% or more) has been criminally convicted or had a civil judgment entered against it for fraudulent activities, nor has Provider been sanctioned under any Federal program involving the provision of health care or prescription drug services.

C. No Excluded or Debarred Individuals - Provider represents and warrants that, neither Provider nor any employees, contractors, board members, or any major shareholders (5% or more) appears on the List of Excluded Individuals/Entities as published by the Department of Health and Human Services, Office of the Inspector General, nor on the List of Debarred Contractors as published

by the General Services Administration. The Department of Health and Human Services Office of the Inspector General List of Excluded Individuals/Entities can be accessed online at: http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp. The System for Award Management can be found at <http://sam.gov/>.

D. Notice of Change of Circumstances - Provider is obligated to notify Plan promptly of any change in circumstances occurring after the effective date of this Attachment which would require a modified response to paragraphs A – C above.

E. Audit Compliance - Plan reserves the right to audit Provider for compliance and/or to request verification that employees, contractors, board members, and major shareholders have been checked against the List of Excluded Individual/Entities and the List of Debarred Contractors on at least an annual basis.

F. Non-Payment – Plan shall not pay for items or services furnished by Provider directly or through an excluded or precluded individual or entity.

19. CMS Risk Adjustment Data Validation Audit - If CMS or its delegate conducts a Risk Adjustment Data Validation (RADV) audit, Provider shall make MA Member medical records available to Plan upon reasonable advance notice. Provider acknowledges its obligation to cooperate with Plan and/or CMS during such audits and to timely produce requested medical records in accordance with 42 CFR 422.310(e). Provider also agrees to produce attestations upon request by Plan to correct signature deficiencies in the medical record.

20. Compliance Plan - Provider shall have a compliance plan that includes: (1) measures to detect, correct, and prevent fraud, waste, and abuse; and (2) written policies, procedures, and standards of conduct articulating Provider's commitment to comply with all applicable federal and state standards. Provider is responsible for completing fraud, waste and abuse as well as general compliance training and education for their respective employees, including procedures for effective internal monitoring and auditing. Provider shall allow Plan to maintain appropriate oversight of training efforts under the compliance plan. Plan agrees to assist Provider, as appropriate, with education and training materials relating to this Agreement. At least annually, Provider shall attest to Plan that Fraud, Waste and Abuse ("FWA") and General Compliance education and training has been conducted for Provider and all employees through the Medicare Learning Network (MLN). If Provider and its employees are deemed to have met the FWA training requirements, Provider must provide evidence to Plan of such deemed status. Provider may combine the FWA and General Compliance training with Provider's other training activities, but Provider must attest to Plan that Provider did not make any changes to the training from the MLN.

21. Certification of Accuracy of Data – Provider agrees to comply with the reporting requirement in 42 CFR 422.516 and the requirement in 42 CFR 422.310 for submitting data to CMS. If Provider generates data to determine payment on behalf of Plan, then Provider must certify (based on best knowledge, information and belief) as to the accuracy, completeness, and truthfulness of the data.

22. Automatic Incorporation of CMS Requirements - Provider agrees to incorporate into this Attachment any other terms and conditions as CMS may find necessary and appropriate, including amendments to CMS rules, regulations and guidance. Provider also agrees to incorporate into its downstream contracts all terms and conditions in this Attachment.

- 23. Cultural Consideration** - Services provided under the Attachment are to be provided in a culturally competent manner to all MA Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. [42 CFR 422.112(a)(8)]
- 24. Consent to Monitoring** – Provider shall permit Plan to monitor the performance of Provider on an ongoing basis, in any manner that Plan determines appropriate. Plan will perform ongoing monitoring under this Agreement. Notwithstanding the foregoing, this section does not relieve Provider of its obligations under this Agreement.
- 25. Policies and Procedures** – Provider shall comply with and abide by Plan Policies. Plan may change Plan Policies in accordance with Section 10.2(B) of the Agreement. If there is a conflict between this Agreement and Plan Policies, then the Plan Policies shall control.
- 26. Marketing** – Provider shall comply with all applicable requirements, including Medicare regulations and guidelines, regarding provider communications and marketing to MA Members and/or prospective MA Members. Provider shall remain neutral when assisting Members or prospective Members with enrollment decisions.
- 28. Offshore** – If Provider or any of its subcontractors receives, processes, transfers, handles, stores or accesses Protected Health Information (PHI) related to this Agreement offshore, Provider must obtain Plan’s approval and provide information related to the activities conducted outside the United States.

ATTACHMENT C**MEDICAID**

IMPORTANT NOTICE: THIS MEDICAID ATTACHMENT IS BINDING UPON EACH PARTY AT THE TIME THAT THE PARTY SIGNS THIS MEDICAID ATTACHMENT, PROVIDED THAT THIS AGREEMENT REMAINS SUBJECT TO THE APPROVAL OF THE STATE OF INDIANA, AND MAY BE AMENDED BY MDWISE TO COMPLY WITH ANY REQUIREMENTS OF THE STATE OF INDIANA. PROVIDER ACKNOWLEDGES THAT THE REQUIREMENTS OF THE MDWISE PLAN, THE STATE OF INDIANA AND APPLICABLE LAWS AND REGULATIONS, AS AMENDED FROM TIME TO TIME, ARE INCORPORATED INTO THIS MEDICAID ATTACHMENT.

I. COMPENSATION FOR MEDICAID MEMBERS

In compensation for Covered Services (defined as all medically necessary health care services covered under the applicable Indiana Medicaid Program) rendered pursuant to this Medicaid Attachment, Plan will reimburse Provider for Medicaid Members in the following manner:

A. Primary Care Providers, Specialty Care Providers and other Non-Hospital Providers

Plan will pay Primary Care, Specialty Care and other Non-Hospital Providers on a Fee-For-Service basis at the then current State of Indiana Medicaid Fee Schedule, less applicable Copayments, Coinsurance and Deductibles. For Hospital Providers compensation see Attachment A.

II. MAXIMUM PAYMENT AMOUNT

When combined with all other sources of payment, Plan's payment cannot exceed the payment listed in this Attachment.

III. MEDICAID REGULATORY REQUIREMENTS

The Indiana Family and Social Services Administrations ("FSSA") requires that certain terms and conditions be incorporated into the agreements between a plan and its providers. The terms of this Medicaid Regulatory Requirements Section shall apply to Provider if Provider provides Covered Services to Medicaid Members, including Hoosier Healthwise, Healthy Indiana Plan, Hoosier Care Connect, and LTSS Members.

Provider and MDwise acknowledge and agree that, as pertaining to this Medicaid Attachment, each Party's rights and obligations are subject to, and each Party's performance shall be in compliance with, the "**State Contract**". State Contract shall mean the contract(s) between MDwise and the State of Indiana for MDwise to administer the Hoosier Healthwise, Healthy Indiana Plan, Hoosier Care Connect and/or MLTSS programs, as any or all are in place at any time.

The following provisions shall be incorporated into this Medicaid Attachment and unless specifically stated otherwise, shall control where conflicting:

1. Provision of Covered Services. Provider shall offer an appropriate range of preventive care, primary care, and specialty services to meet the needs of all Members including CHIP Members and persons with special health care needs. If Provider is a specialist and is serving as a PMP, Provider represents that Provider can adequately provide all necessary primary care services. Provider must ensure that Members are not denied a Covered Service or availability of a facility or provider identified in Plan's agreement with FSSA. Provider shall allow Members to choose their health professional to the extent possible and appropriate.

2. Availability of Services. Provider must arrange for or make available Covered Services twenty-four (24) hours per day, seven (7) days per week when medically necessary. Provider shall ensure that Members have access to emergency and urgent care services twenty-four (24) hours per day, seven (7) days per week. PMPs shall be available to see Members a minimum of twenty (20) hours per practice location per week. If Provider is a PMP, it must reinforce with its Members the appropriate use of the health care delivery system. Physician office visits must be available during regular and scheduled office hours.

3. Audits. Provider will submit to and cooperate with periodic audits and readiness reviews of MDwise, Excel and Provider to be performed by MDwise, the State or external quality reviewers. Such audits and readiness reviews shall be carried out in such a manner as to cause minimal disruption to the Provider's business. Provider will comply with the requirements of the audits and readiness reviews and will make all records, meeting minutes, forms, statements and other information reasonably pertaining to its performance under this Medicaid Attachment available at no cost to MDwise or the State. Provider agrees MDwise and Excel shall be entitled to take action against Provider if Provider is non-compliant with State requirements, including but not limited to imposing corrective action plans, sanctions or terminating or suspending Provider's contractual rights under this Medicaid Attachment.

Provider acknowledges records made and used in its performance under this Agreement must be retained for ten years pursuant to State document retention requirements. All patient information obtained during these audits and reviews shall be safeguarded in accordance with federal and State laws and regulations.

4. State and Federal Inspections. Provider agrees and acknowledges that State or Federal officials may:

- a. Evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services performed by Provider under this Agreement; and
- b. Inspect the records pertinent to the performance of this Agreement.

5. Monitoring and Oversight. In addition to the audits in Section 3 above, Provider acknowledges and agrees that MDwise and Delivery System shall monitor and oversee Provider's performance with all terms of this Agreement and the State Contract. Provider acknowledges and agrees that MDwise and/or Delivery System shall be entitled to take action against Provider if Provider is not in compliance with the terms of the State Contract and the Plan, including, but not limited to, imposing corrective action plans with which Provider must comply, imposing sanctions or terminating or suspending Provider's contractual rights under this Agreement.

6. Term of Medicaid Attachment. In no event shall the term of this Medicaid Attachment extend beyond the State Contract with the latest expiration date. Notwithstanding any other provision of this agreement, in accordance with IC 12-15-30-5, this Medicaid Attachment will not extend beyond the

term of the State Contract between MDwise and the State but will automatically renew if MDwise is awarded subsequent procurements.

7. Appointment Data. Provider shall provide Plan with information that permits Plan to maintain FSSA-approved standards for monitoring and reporting to FSSA the amount of time between scheduling an appointment and the date of the office visit including routine appointments, urgent appointments and emergent appointments and the length of time Members spend waiting in Provider's office.

8. State Reporting Requirements. Provider will submit information for inclusion in performance measure reports as required by FSSA. Provider must comply with reporting requirements for communicable disease and other health indicators as mandated by State law.

9. Vaccines. Provider should register with the Vaccines for Children ("VFC") program to obtain vaccines and immunizations at no cost and provide them to Members younger than nineteen (19) years of age at no cost.

10. Member Hold Harmless. Provider is prohibited from seeking payment from a Member for any Covered Services provided to a Member within the terms of this Medicaid Attachment, except if the applicable Medicaid program specifies a copayment to be collected by Provider. Except for copayments, Provider shall look solely to Plan for compensation for Covered Services rendered in accordance with the terms of this Medicaid Attachment. This Section 9 is not intended to conflict with the hold harmless provision in Section 2.10 of the Agreement. If this Section 9 conflicts with Section 2.10 of the Agreement, Section 9 of this Medicaid Attachment shall control.

11. State Hold Harmless. Provider shall only look to the Plan for compensation for services rendered to a Member when the services are covered by the Plan. Provider shall not bill, charge, collect a deposit from, seek compensation from, seek remuneration from, surcharge, or have any recourse against the State, and shall hold the State harmless, relative to any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs of settlement or defense, whether relating to persons or property, arising out of or relating to this Agreement.

12. Quality Improvement and Utilization Review Activities. Provider must cooperate with Plan's quality improvement and utilization review activities and external audit reviews. Provider shall collect performance measurement data and participate in Plan's clinical and service measure quality improvement programs.

13. Immediate Transfer of Members. If Plan determines, in its sole discretion that a Member's health or safety is in jeopardy, Provider shall assist Plan in the immediate transfer of the Member to another provider.

14. Non-Interference. Provider is not prohibited from discussing treatment options with Members that may not reflect Plan's position or may not be covered by Plan. When acting within the lawful scope of practice, Provider is not prohibited, or otherwise restricted, from advising or advocating on behalf of a Member who is his or her patient: a) For the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; b) For any information the Member needs in order to decide among all relevant treatment options; c) For the risks, benefits, and consequences of treatment or non-treatment; d) For the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about

future treatment decisions and e) in any grievance or utilization review process, or individual authorization process to obtain necessary health care services.

15. Member Accessibility Standards. Provider must meet the Medicaid accessibility standards as defined in Plan's agreement with FSSA. Provider shall meet and maintain the standards developed by FSSA and Plan's Quality Improvement Committee relating to access to care for Members. Provider shall provide to Plan all required information so that Plan can provide notice to Members of the hours and locations for Provider.

16. Termination without Cause. Notwithstanding any other provision of this Agreement, this Medicaid Attachment may be terminated without cause by either party upon ninety (90) days' prior written notice to the other party if Provider is a PMP; or if Provider is not a PMP, upon one hundred twenty (120) days' prior written notice to the other party. In the event either party elects to terminate this Medicaid Attachment, PMPs shall continue to provide care to Members in accordance with the continuity of care requirements in Section 16 below. The terms of this Section 15 supersede the terms of Section 4.5 of the Agreement.

17. Continuity of Care. Provider shall continue treatment if Provider's participation terminates during the course of a Member's treatment by Provider through the current period of active treatment, or for up to thirty-one (31) calendar days, whichever is less, for Members undergoing active treatment for a chronic or acute medical condition. Provider shall also continue treatment through the postpartum period for Members in their second or third trimester of pregnancy. PMPs must provide continuation of care for at least 30 days after PMP termination from Plan or until a new PMP becomes effective. Plan will pay Provider for such Covered Services delivered in accordance with the terms of the Agreement at the amounts established in the Agreement. The continuation of care obligation continues to apply in cases involving MDwise insolvency. This subsection shall survive the termination or expiration of this Medicaid Attachment.

18. Copayments. If Plan utilizes Copayments for a Covered Service, Provider is prohibited from denying services to Members based on their inability to pay the Copayment. Provider must use best commercial efforts to collect any required copayments for services rendered.

19. Member Rights. Provider must take Members' rights into account when providing services as outlined in 42 CFR 438.100(a)(1), 42 CFR 438.100(c), and 42 CFR 438.102(a).

20. Non-Discrimination. Provider shall comply with all applicable requirements of the federal Civil Rights Act of 1964, Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; The Americans with Disabilities Act and any and all amendments and successor statutes, regulations and orders (including, without limitation, Executive Orders 11246 and 11375, "Equal Employment Opportunities"). Pursuant to 42 CFR 438.6(d) & (f), Provider shall not exclude any Members from enrollment or participation in, or deny any Covered Person any aid, care, service or other benefit, on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age. Provider shall not subject any Covered Person to discrimination due to such Covered Person's status as a State Contract beneficiary.

21. Provision of Grievance, Appeal and Fair Hearing Procedures. Provider acknowledges receipt of the following Member grievance, appeal, and fair hearing procedures and timeframes when Provider entered into this Medicaid Attachment with Plan: a) The Member's right to a State Fair Hearing, how to

obtain a hearing, and representation rules at a hearing, b) The Member's right to file grievances and appeals and their requirements and timeframes for filing, c) The availability of assistance to the Member in filing, d) The toll-free numbers to file oral grievances and appeals, and e) The Member's right to request continuation of benefits during an appeal or State Fair Hearing filing and that if Plan's action is upheld in a hearing, the Member may be liable for the cost of any continued benefits.

22. Provider Credentialing and Recredentialing. Provider shall comply with Plan's credentialing and recredentialing policies and requirements. Provider shall be licensed by the State and must be qualified to perform their services throughout the term of this Medicaid Attachment. Provider will be sanctioned for being out of compliance with Plan's medical management standards.

23. Services Rendered before a Member's Effective Date. Plan is not responsible for any payments to Provider for Covered Services rendered before a Member's effective enrollment date with Plan.

24. Electronic Billing Capacity. Provider must meet the HIPAA and FSSA guidelines and requirements for electronic billing capacity. Provider must bill Plan using the same format and coding instructions required for the Medicaid Fee-For-Service programs according to Medicaid Policy. Notwithstanding the foregoing, Plan may require additional documentation, such as medical records, to justify the level of care provided.

25. Claims Submission. Provider shall submit claims on the appropriate claim form for all Covered Services within ninety (90) calendar days of the date those services are rendered, as required by the State. Claims received after this ninety (90) day period may be denied for payment, except for claims that involve a third-party payer. Plan shall waive the timely filing requirement in the case of claims for members with retroactive coverage, such as presumptively eligible pregnant women and newborns. Plan will waive timely filing in cases where a retroactive coverage change or error resulted in another MCE or Fee for Service recouping or recovering a claim as long as Provider submits the claim for payment within 90 days of claims recovery or recoupment from the previous payer.

26. Submission of Claims Upon Terminations. Provider acknowledges that notwithstanding any termination decision, Provider shall continue to remain responsible for submitting all claims or encounter claims, according to the timeframes and technical specifications as required under this Agreement, for services rendered to Members for dates of service when Provider served as a Participating Provider.

27. Provider Claims Dispute Process. Plan's provider claims dispute process includes an informal claim dispute and a formal claim dispute process.

a. Informal Claims Dispute.

An informal claim dispute is defined as Provider's objection to any determination by Plan regarding adjudication of a claim submitted by Provider, including the payment amount. The Provider must commence an informal claim dispute within sixty (60) calendar days after the date of the Provider's Explanation of Payment (EOP) or Electronic Remittance Advise (ERA or 835 file) regarding the Provider's adjudicated claim.

All Provider informal claim disputes are referred to the Plan Claims Dispute Team (CDT). The receipt of a request for a claim adjudication review is sent to the Provider within ten (10) business days of the receipt of the request.

The Provider is notified of the decision within thirty (30) calendar days of the date the Provider initiated the dispute. If the original decision is upheld, the Provider is given instructions regarding submitting a formal dispute.

In the event Plan fails to provide a decision within this time period, this failure shall have the effect of a decision to uphold the denial.

b. Formal Claims Dispute.

The Provider may file a formal dispute, in writing, within sixty (60) calendar days of the date of the informal dispute decision, if they are not satisfied with the initial informal claim dispute resolution. Provider formal disputes are submitted directly to the Plan CDT.

The formal dispute request is acknowledged, in writing, within ten (10) business days of the receipt of the request.

A Plan representative will issue a written reply to Provider's formal dispute within forty-five (45) calendar days of receipt of the written request. In the event Plan fails to provide a decision within this time period, this failure shall have the effect of a decision to overturn the denial.

The Provider Manual describes the written provider claims dispute process that must be followed.

28. Compliance with Laws and Program Requirements. Provider acknowledges and agrees that MDwise shall be entitled to take action against Provider if Provider is not in compliance with the terms of the State Contract, Medicaid laws, regulations or MDwise policies, including, but not limited to imposing corrective action plans with which Provider must comply, imposing sanctions or terminating or suspending Provider's contractual rights under this Medicaid Attachment.

29. Exclusivity; Volume. This Medicaid Attachment shall not, nor shall it be construed to, limit or restrict Provider in any manner from entering into any other agreements of any nature whatsoever with other individuals or entities for the provision of the same or similar services contemplated under this Medicaid Attachment. Neither this Medicaid Attachment nor anything contained in this Agreement, shall, or shall be construed to, guarantee or obligate MDwise to provide any minimum number of referrals to Provider under this Medicaid Attachment.

30. Adjustments. All payment adjustments must be completed within ninety (90) days of Plan's notification to Provider.

31. Member Liability for Payment. Members must not be held liable by Provider for any of the following provisions consistent with 42 CFR 438.106 and 42 CFR 438.116 (i.e., prohibition on balance billing the Member): a) Debts of Plan, in case of insolvency; b) Covered Services under this Medicaid Attachment provided to the Member for which FSSA did not pay Plan, c) Covered Services provided to the Member for which FSSA or Plan does not pay the provider due to contractual, referral or other arrangement; and d) Payments for Covered Services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the Member would owe if Plan provided the services directly.

32. Protection of Members against Liability for Payment and Balanced Billing. Provider must not balance-bill Members pursuant to Section 1932(b)(6) of the Social Security Act. Section

1128B(d)(1) of the Social Security Act authorizes criminal penalties to Provider in the case of Provider charges a rate in excess of the rate permitted under Plan's agreement with FSSA to Members.

33. Disclosure of Physician Incentive Plan. Provider shall provide Plan with any information necessary for Plan to meet its disclosure obligations to FSSA regarding provider incentive plans listed in 42 CFR 422.208 and 422.210, as required in 42 CFR 438.6(h). Provider incentive plans must comply with the terms of the State Contract.

34. Medical Records. Provider must comply with Plan Policies relating to maintaining medical records. Provider's records must be maintained in a detailed, comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes, and facilitates a system for follow-up treatment. Medical records must be legible, signed and dated. All medical records must be retained for at least ten (10) years, or longer if required by applicable law, regulation or a regulatory agency. Medical records must include the minimum requirements specified in the Plan Policies. Provider shall comply with all applicable federal and state privacy and security laws. When a Member requests medical records or changes to a new PMP, Provider must forward the Member's medical records to Member or copies of medical records to the new PMP at no cost.

35. Warranty Regarding Health Care Fraud. Provider represents that as of the Effective Date, and warrants that during the term of this Agreement, Provider and its employees: a) Have not been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; and b) Have not been convicted of any crime related to defrauding any health care benefit program. Provider agrees to notify Plan in writing immediately if Provider or any employee are listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs or if Provider or any of its employees are convicted of any crime related to defrauding any health care benefit program. Provider and its employees must not be suspended, excluded, debarred or otherwise ineligible to participate in state government programs. Provider agrees to monitor and routinely conduct screenings to ensure that Provider and its employees are properly licensed and not suspended, excluded, debarred, or otherwise ineligible to participate in state government programs.

36. Medicaid Program Enrollment. Provider must be enrolled/registered as an Indiana Health Coverage Program provider throughout the term of this Medicaid Attachment. PMPs must also designate panel size limits on the MDwise provider enrollment form.

37. No Criminal Convictions or Civil Judgments. Provider represents that neither Provider, nor any employees, contractors, board members, or any major shareholder (5% or more) has been criminally convicted or had a civil judgment entered against it for fraudulent activities, nor has Provider been sanctioned under any Federal program involving the provision of health care or prescription drug services. Provider must immediately notify Plan of any such criminal conviction or sanctions.

38. Adverse Action Reporting. Provider agrees that Plan must report to FSSA any adverse action taken during Provider's enrollment or any time that Plan takes action to limit the ability of Provider to participate in the plan for reasons of fraud, quality or integrity as found under 42 CFR 1002.3 (b)(2) and 42 CFR 1002.3 (b)(3).

39. Notification of Changes. Provider must promptly notify Plan of a substantial change in the facts set forth in the Provider Disclosure Information Form within thirty (30) days of the date of the change. Plan will provide this information to FSSA.

40. Race/Ethnicity Reporting. Provider will comply with FSSA requirements relating to the collection and reporting of race/ethnicity of Provider.

41. Adherence to the Medicaid Provider Manual. Provider must adhere to the Medicaid Provider Manual. Notwithstanding the foregoing, if there is a conflict between the Medicaid Provider Manual and the Medicaid Attachment or Plan's policies and procedures, the applicable Plan document will control.

42. FSSA Post-Payment Evaluations. Provider agrees that FSSA has the authority to conduct post payment evaluations of any Claims paid by Plan.

43. Amounts Owed. Plan will promptly notify Provider if FSSA requests recovery of an overpayment from Plan related to Provider, or if FSSA actually recovers or otherwise receives the amount from Plan. Upon receipt of the notification from Plan, Provider will immediately provide the entire overpayment amount to Plan. Notwithstanding the foregoing, Plan may, in its sole discretion, offset any amounts against claims submitted by Provider to Plan. If Provider has not paid all amounts due to Plan, for any reason, Plan may refer collection of the unpaid amount to an attorney or collections agency. If Provider's unpaid amounts are referred to an attorney or collections agency, Provider must pay all reasonable attorney's fees or collections agency fees.

44. Advance Directives. Provider shall, and shall require any of its permitted subcontractors, to comply with all applicable requirements under 42 CFR § 438.6(i), relating to maintaining and distributing written policies and procedures regarding advance directives.

45. Behavioral Health Matters. To the extent applicable, Provider shall schedule outpatient follow-up and/or continuing treatment prior to discharging any Member that is receiving inpatient treatment psychiatric services. Such outpatient treatment shall be provided within seven (7) calendar days from the date of discharge. If a Member misses an outpatient follow-up appointment or continuing treatment, Provider shall contact the Member and notify MDwise within three (3) calendar days of the missed appointment. Additionally, Provider agrees to comply with the following requirements:

- i. Notify MDwise and, if Provider is not the Covered Person's PMP, the Covered Person's Primary Medical Provider within five (5) calendar days of a Covered Person's visit and submit information about the treatment plan, diagnosis, medications and other relevant clinical information.
- ii. Provider shall document and submit the following information to MDwise (or its designated behavioral health manager, as described in MDwise policy) and the Covered Person's PMP, and otherwise cooperate with all MDwise Plan policies and procedures regarding coordination of physical and behavioral health services, to the extent possible, based on the member's willingness to sign a consent to release behavioral health information, if such consent is required:
 - a. A written summary of each Covered Person's treatment session
 - b. Primary and secondary diagnoses
 - c. Findings from assessment
 - d. Medication(s) prescribed

e. Any other relevant information, including any known Medicaid Rehabilitation Option or Psychiatric Residential Treatment Facility services the Covered Person has received, in order to facilitate coordination of these services.

iii Patient Consent to Share Behavioral Health Records.

a. Provider acknowledges and understands that disclosure of mental health records to MDwise (or its designated behavioral health manager, as described in MDwise policy) and to the Covered Person's PMP is permissible under HIPAA and state law [IC 16-39-2-6(a)] and that patient consent is not required for disclosure of these records because it is for treatment.

b. Provider acknowledges and understands that the disclosure of substance abuse records does require specific consent from the patient. Accordingly, for each Covered Person for whom Provider provides substance abuse services, Provider is required under this Agreement to ask and encourage the Covered Person to sign a consent that permits release of the substance abuse treatment to MDwise (or its designated behavioral health manager, as described in MDwise policy), as well as to the Covered Person's PMP if the Provider is not the PMP.

46. Prior Authorization. For submission of prior authorization requests, Provider must utilize the IHCP Prior Authorization Request Form, available on the MDwise website and on the Indiana Medicaid website.

47. Remaining Provisions and Event of Conflict. All other provisions of the Agreement not inconsistent with this Medicaid Attachment shall remain in full force and effect. This Attachment shall supersede and replace any inconsistent provisions to the Agreement and shall continue concurrently with the term of the Agreement.

ATTACHMENT D**COMMERCIAL AND SELF-FUNDED****I. COMPENSATION FOR COMMERCIAL AND SELF-FUNDED MEMBERS**

In compensation for Covered Services rendered pursuant to this Agreement, Plan will reimburse Provider for Commercial and Self-Funded Members at the lesser of the Provider's billed charges or the following:

A. Primary Care Providers, Specialty Care Providers and other Non-Hospital Providers

Primary Care, Specialty Care and other Non-Hospital shall be reimbursed on a Fee-For-Service basis at Plan's Commercial Fee Schedule, less applicable Coinsurance, Copayments and Deductibles.

II. MAXIMUM PAYMENT AMOUNT

When combined with all other sources of payment, Plan's payment cannot exceed the payment listed in this Attachment.

III. EXCHANGE REGULATORY REQUIREMENTS

The Indiana Department of Insurance ("IDOI") requires that certain terms and conditions be incorporated into the agreements between a Qualified Health Plan Issuer and all Delegated or Downstream Entities (as defined below) to comply with the Health Insurance Exchange laws, regulations, and IDOI or CMS instructions.

Capitalized terms used in this Exchange Regulatory Requirements Section that are not otherwise defined shall have the meanings defined in the Agreement.

"Delegated Entity" means any party that enters into an agreement with Plan to provide administrative services or health care services to qualified individuals, qualified employers, or qualified employees and their dependents. Provider is a Delegated Entity.

"Downstream Entity" means any party that enters into an agreement with a Delegated Entity or with another downstream entity for purposes of providing administrative or health care services related to the agreement between a Delegated Entity and Plan.

"Exchange" means a governmental agency or non-profit entity that meets the applicable standards of 45 CFR 155 subpart D and makes QHPs available to individuals and small group employers. This term includes both state and Federally Facilitated Exchanges.

"Qualified Health Plan" or "QHP" means a health plan that has in effect a certification that it meets the standards described in subpart C of part 156 issued or recognized by each Exchange through which such plan is offered in accordance with the process described in subpart K of part 155. Plan offers QHPs.

The following provisions shall be incorporated into the Agreement and shall control where conflicting:

- 1. Delegated Activities.** The activities or responsibilities with regard to Plan's QHP products that are delegated to Provider are specified in the Agreement. [45 CFR 156.340(b)(1)]
- 2. Reporting and Monitoring Activities.** Plan will monitor the performance of Provider on an ongoing basis as provided for in the Agreement. Provider shall provide the reports specified in the Agreement and Plan Policies. [45 CFR 156.340(b)(1)]
- 3. Revocation of Delegation and Reporting Activities.** IDOI and Plan reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where IDOI or Plan determines that Provider or Downstream Entities have not performed satisfactorily. Plan may immediately terminate the Agreement if Plan determines that Provider has not performed satisfactorily. If Plan terminates the Agreement or revokes any delegated functions to Provider, Provider shall cooperate with Plan's transition activities. In no event shall any additional financial obligation(s) accrue against Plan with respect to such revoked activity(ies) after the date of any revocation under this section. [45 CFR 156.340(b)(2)]
- 4. Compliance with Applicable Laws and Regulations.** Provider and any Downstream Entity must comply with all applicable laws and regulations relating to the standards of 45 CFR part 156 subpart C; all Exchange processes, procedures, and standards in accordance with subparts H and K of part 155, and any applicable state statutes and regulations regarding the Exchange and, in the small group market; 45 CFR 155.705; 45 CFR 155.220 with respect to assisting with enrollment in Plan; and 45 CFR 156.705 and 156.715 for maintenance of records and compliance reviews for Plan to the extent that it operates in a Federally-facilitated Exchange or FF-SHOP. [45 CFR 156.340(a)(3)]
- 5. Record Retention and Audits.** Provider and any Downstream Entity must permit access by the Secretary and the OIG or their designees in connection with their right to evaluate through audit, inspection, or other means, to Provider or any Downstream Entity's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Provider's obligations in accordance with Federal requirements until ten (10) years from the termination or expiration of the Agreement or the date of completion of any audit, whichever is later. [45 CFR 156.340(a)(4)]
- 6. Subcontracting.** Subject to the subcontracting terms of the Agreement, if Provider, subcontracts any functions to a Downstream Entity to perform any services on behalf Plan, Provider shall ensure that the subcontracting agreement is in writing and includes the terms in this Attachment.
- 7. Remaining Provisions and Event of Conflict.** All other provisions of the Agreement not inconsistent with this Attachment shall remain in full force and effect. This Attachment shall supersede and replace any inconsistent provisions to the Agreement and shall continue concurrently with the term of the Agreement.



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve Change Order No. 1 between Fishers and Guardian Utilities for 146 th Street and Allisonville Road Force Main			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R012324E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This is a change order for additional work on the sanitary low pressure sewer system installed by Guardian for the 146th Street intersection project. This is all reimbursable by Hamilton County.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	\$30,250
	Source of Funds:	Hamilton County reimbursement
	Additional Appropriation #:	
	Narrative:	This is reimbursable by Hamilton County
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Agreement
	2.	Deny approval of the agreement
	3.	Take no action
	4.	
PROJECT TIMELINE	Work has been completed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – Change Order Form	

RESOLUTION NO. R012324E

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING CHANGE ORDER FOR GUARDIAN UTILITY SERVICES FOR 146th
STREET & ALLISONVILLE FORCE MAIN**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”), by and through its municipal sewer utility (“Utility”) is constructing sanitary sewer improvements for the 146th Street & Allisonville Road intersection project, which includes, among other items, modifying existing sewer which conflicts with road construction (the “Project”);

WHEREAS, pursuant to Ind. Code § 36-1-12-4.7, Fishers sought quotes from multiple persons known to deal in the class of work proposed to be done and the Board of Public Works & Safety approved a quote from Guardian Utility Services for the Project on January 10, 2023, as Resolution No. R012324F; and

WHEREAS, Guardian Utility Services experienced additional labor and hydro-excavation due to circumstances that could not be reasonably foreseen during the installation of the Project and has submitted a change order in the amount of \$30,250.00 (“Change Order”).

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

- Section 1.** The Board hereby approves the Change Order described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Engineering to sign the Change Order.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd Day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

CHANGE ORDER NO.: 1

Owner: City of Fishers
Engineer: Butler, Fairman & Seufert
Contractor: Guardian Utilities
Project: 146th Street and Allisonville Road Sanitary Force Main

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Contract Name:

Date Issued: January 17, 2024Effective Date of Change Order: July 26, 2023

The Contract is modified as follows upon execution of this Change Order:

Increased compensation for additional work and time associated with increased complexity of force main installation due to depth changes and working around other utilities.

Attachments:

Letter from Guardian Utilities.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: <u>\$141,150.00</u>	Original Contract Times: Substantial Completion: <u>45 days</u> Ready for Final Payment: <u>75 days</u>
[(Increase) (Decrease)] from previously approved Change Orders No. 1 to No. [(Number of previous Change Order)]: \$ _____	[(Increase) (Decrease)] from previously approved Change Orders No. 1 to No. [(Number of previous Change Order)]: Substantial Completion: _____ Ready for Final Payment: _____
Contract Price prior to this Change Order: <u>\$141,150.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>45 days</u> Ready for Final Payment: <u>75 days</u>
Increase this Change Order: <u>\$30,250.00</u>	[(Increase) (Decrease)] this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Contract Price incorporating this Change Order: <u>\$171,400.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>45 days</u> Ready for Final Payment: <u>75 days</u>

Recommended by Engineer (if required)
By: Kameryn Wright, P.E.

Title: Water Resources Project ManagerDate: 1/18/2024Approved by ContractorBy: Tammy LemmerTitle: MemberDate: 1/17/2024Authorized by OwnerApproved by Funding Agency (if applicable)



GUARDIAN

Utility Services

To: Kameryn Wright
Title: Butler, Fairman & Seufert, Inc. – Project Manager

From: Brian Lemmer
Title: Guardian Utility Services. – President

Subject: Allisonville & 146th St. Change Order

Kameryn,

During the installation of the force main & service laterals for the Allisonville & 146th Force Main Project Guardian Utility Services experienced Unforeseen & Change of Conditions leading to additional costs. Below is a list of the changes experienced and the costs that were associated with them. An email was sent as notice for each of these changes. The emails can be viewed within the email this attachment was sent in.

Date: 2/07/23 – 2/16/23

Narrative: Guardian experienced additional labor & hydro-excavation due to the additional depth the proposed alignment was moved to. At this depth Cobblestone was experienced causing the direction drill head to get stuck multiple times. This caused Guardian to experience additional labor, hydro-excavation, and shoring costs.

Date:	2/7/2023 - 2/16/2023			
Narrative:	Additional Labor & Hydro Experienced Due To Change In Elevation From 5' To 11' Depth			
	Guardian Experiencing Bad Soil Conditions Due To Increase Depth			
Description	Qty	Unit	Rate	Amount
Labor - (5) Man Crew (10) Hour Days	250.00	Hr	\$ 100.00	\$ 25,000.00
Hydro-Excavator	10.00	Hr	\$ 250.00	\$ 2,500.00
			10% Margin	\$ 2,750.00
			Total	\$ 30,250.00
Estimated Production at 5' T.O.P.				
Total LF	Estimated Production (LF Per Day)	Duration		
472.00	160.00	3.00		
Total LF	Actual Production (LF Per Day)	Actual Duration		
472.00	60.00	8.00		
	Net Additional Days	5.00		

Proposed Change Order - \$30,250.00



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve Second Amendment to Agreement between Fishers and BF&S for 146 th Street and Allisonville Road Force Main			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R012324F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	This amendment is for additional inspection required of BF&S during the sanitary low pressure system construction for the 146th Street intersection project. This is all reimbursable by Hamilton County.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	\$11,400
	Source of Funds:	Hamilton County reimbursement
	Additional Appropriation #:	
	Narrative:	This is reimbursable by Hamilton County
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Agreement
	2.	Deny approval of the agreement
	3.	Take no action
	4.	
PROJECT TIMELINE	Work has been completed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – BF&S Second Amendment	

RESOLUTION NO. R012324F

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BUTLER FAIRMAN & SEUFERT, INC. FOR 146TH STREET & ALLISONVILLE ROAD SANITARY SEWER INFRASTRUCTURE PROJECT

WHEREAS, on around May 10, 2022, the City of Fishers, Hamilton County, Indiana (“City”), by and through its municipal sewer utility, entered into a certain professional services agreement with Butler Fairman & Seufert, Inc. (“Engineer”) regarding the rerouting of existing sanitary sewer infrastructure as a result of the upcoming 146th Street and Allisonville Road infrastructure project (the “Project”), Resolution R051022C;

WHEREAS, on or around July 12, 2022, the Fishers Board of Public Works & Safety (“Board”) approved a First Amendment to the agreement between Engineer and City to reduce the original cost of construction services;

WHEREAS, the previous approved amount for construction inspection has been exceeded due to the duration of construction and additional effort required to process a contractor change order, it has been agreed the Engineer will increase the cost of construction inspection services to cover this additional effort in the amount of \$11,400.00; and

WHEREAS, the parties now desire to enter into a certain Second Amendment to Professional Services Agreement (“Second Amendment”), which is attached hereto and incorporated herein as Exhibit A in the amount of \$11,400.00.

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

- Section 1.** The Board hereby approves the Second Amendment in substantially similar form as Exhibit A.
- Section 2.** The Board hereby authorizes the Mayor to execute the Second Amendment and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd Day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, 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

**SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF FISHERS AND
BUTLER FAIRMAN & SEUFERT, INC. FOR 146th STREET & ALLISONVILLE ROAD
SANITARY SEWER INFRASTRUCTURE PROJECT**

This Second Amendment to Agreement For 146th Street & Allisonville Road Sanitary Sewer Infrastructure Project (“Second Amendment”) is effective as of the _____ day of August, 2023 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, operating by and through its municipal sewer utility (“OWNER”) and Butler, Fairman, & Seufert, Inc. (“ENGINEER”), on the following terms and conditions:

Recitals

WHEREAS, on or around May 12, 2022, OWNER entered into a certain Agreement for 146th Street & Allisonville Road Sanitary Sewer Infrastructure Project (“Agreement”) with ENGINEER to provide certain engineering services for sanitary sewer infrastructure improvements (the “Project”), all as further described in the Agreement;

WHEREAS, the previous allotment for construction inspection has been exceeded due to the duration of construction and additional effort required to process a contractor change order, it has been agreed the ENGINEER will increase the cost of construction inspection services to cover this additional effort at the request of the OWNER, thus the previous construction inspection allotment to be amended in the Agreement;

WHEREAS, the parties now desire to enter into this Second Amendment to increase the compensation to ENGINEER by Eleven Thousand Four Hundred and 00/100 Dollars (\$11,400), all as further described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, provisions of the Agreement not specifically changed by this Second Amendment shall remain in full force and effect.

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

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Second Amendment and are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

2. **Article III, Compensation,** shall be amended as follows:

B. Compensation for Professional Services described in Attachment E.A.3 shall be on an hourly not-to-exceed amount of \$43,500 as follows. ENGINEER may allocate dollars between individual tasks within the not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

Attachment E.A.3 Construction Inspection \$43,500.00

[signatures on following pages]

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this Second Amendment as of the day and year first written above.

“OWNER”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“ENGINEER”

BUTLER, FAIRMAN & SEUFERT, INC.

By: David Lahey _____

Printed: David Lahey, P.E. _____

Title: Executive Vice-President _____



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve Change Order No. 1 between Fishers and Monroe LLC for Rosanna Village Low Pressure Sewer System			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R012324G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This is a change order for adding two homes to the project and removing one. It also includes pipe alignment modifications which reduce cost. The result is a net increase to the contract.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	\$11,600
	Source of Funds:	Indiana Finance Authority
	Additional Appropriation #:	N/A
	Narrative:	This remains within the available project budget from IFA and does not require additional appropriation.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Agreement
	2.	Deny approval of the agreement
	3.	Take no action
	4.	
PROJECT TIMELINE	Work will be completed as part of the ongoing construction project	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – Change Order Form	

RESOLUTION NO. R012324G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING CHANGE ORDER FOR MONROE LLC FOR ROSEANNA VILLAGE
SEWER PROJECT**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has been awarded grant funds to construct a wastewater project for a low-pressure sanitary sewer system to serve thirty-six (36) homes within the Rosanna Village neighborhood, to include all project components necessary to connect the homes to the sewer (“Project”);

WHEREAS, the Fishers Board of Public Works & Safety awarded the Project to and approved a contract with Monroe, LLC on August 8, 2023, as Resolution No. R080823B in an amount not to exceed base bid price of \$1,222,222 and a total base bid plus alternate price of \$1,537,352;

WHEREAS, since approval of the Project, two properties have been added to the original scope of the Project and will include addition of lateral connection vaults, residential grinder pump packages, septic tank abandonments and grinder pump electrical, one property has been removed from the original scope of the Project and an easement has been granted for the removal of one of the crossings of the force main, all of which have necessitated a change order in the amount of \$11,600.00 (“Change Order”).

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

- Section 1.** The Board hereby approves the Change Order described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor and/or the Director of Engineering to sign the Change Order.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd Day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

CHANGE ORDER NO.: 1

Owner: City of Fishers
 Engineer: American Structurepoint, Inc.
 Contractor: Monroe, LLC
 Project: Rosanna Village Sanitary Sewer Low Pressure System Project
 Contract Name:
 Date Issued: November 14, 2023 Effective Date of Change Order:

Owner's Project No.:
 Engineer's Project No.: 2022.00739
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

- 835 Park Dr. and 840 Park Drive are being added into the project. This will include addition of lateral connection vaults, residential grinder pump packages, septic tank abandonments and grinder pump electrical. Adjustments in the quantity of 1.25" lateral will be handled in a final change order for the project.
(ADD \$50,200)
- 700 Ohio St W is being removed from the project. This will include removal of lateral connection vault, residential grinder pump package, septic tank abandonment and grinder pump electrical.
(REMOVE \$29,600)
- An easement along 101st has been granted for the project (16351 E 101st St) allowing for the removal of one of the crossings of the force main under 101st street, and adjustment of the force main alignment per the attached figure. In total four flushing stations will be removed from the project, and two added with the new alignment. Adjustments in the quantity of 2" force main will be handled in a final change order for the project. **(REMOVE \$9,000)**

Item #	Description	RFI #	Previous Qty	Unit	Unit Price	Previous Item Total	Revised Qty	Revised Item Total	Add/ Deduct
7	Terminal End Flushing Station	N/A	8	EA	\$4,500	\$36,000	6	\$27,000	-\$9000
9	Lateral Connection Vault	N/A	34	EA	\$4,500	\$153,000	33	\$148,500	-\$4500
10	Residential Grinder Pump Package	N/A	27	EA	\$18,000	\$486,000	28	\$504,000.00	\$18,000
11	Septic Tank Abandonment	N/A	29	EA	\$4,500	\$130,500	30	\$135,000.00	\$4,500
12	Grinder Pump Electrical	N/A	27	EA	\$2,600	\$70,200	28	\$72,800	\$2,600
SUM							\$11,600		

EJCDC® C-941, Change Order.

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Page 1 of 2

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 1,222,222	Original Contract Times: Substantial Completion: 03/27/24 Ready for final payment: 04/26/24
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 1,222,222	Contract Times prior to this Change Order: Substantial Completion: 03/27/24 Ready for final payment: 04/26/24
Increase [Decrease] this Change Order: \$ 11,600	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 1,233,822	Contract Times with all approved Change Orders: Substantial Completion: 03/27/24 Ready for final payment: 04/26/24

Recommended by Engineer (if required) By: <u>Kan Sander</u> Title: <u>Engineer</u> Date: <u>11/14/23</u> Accepted by Contractor By: <u>[Signature]</u> Title: <u>Managing Member</u> Date: <u>11-15-23</u>	Authorized by Owner _____ _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
--	--

PLOT SCALE: 1" = .0833' PLOT DATE: 5/18/2023 7:51 AM EDITED BY: PRAWINSKI DRAWING FILE: P:\2022\00739.D. DRAWINGS\UTILITY INFRASTRUCTURE\202200739.ULOP.DWG



CITY OF FISHERS



FISHERS

EST. 1872



AMERICAN
STRUCTUREPOINT
INC.

9025 River Road | Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

CITY OF FISHERS

ROSANNA VILLAGE

SANITARY SEWER

LOW PRESSURE SYSTEM

FISHERS, INDIANA

XX/XX/2023

CERTIFIED BY

ISSUANCE INDEX		
DATE:	5/12/2023	
PROJECT PHASE:	90% PLANS	

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number202200739



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Request to approve First Amendment to Agreement between Fishers and American Structurepoint for Rosanna Village Low Pressure Sewer System			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R012324H	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This amendment is for preparation of nine (9) permanent easement descriptions for the project. These primarily cover pipe along 101 st Street right-of-way where parcels go to the center of the road. This is an increase to the contract.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	\$5,850
	Source of Funds:	Indiana Finance Authority
	Additional Appropriation #:	N/A
	Narrative:	This remains within the available project budget from IFA and does not require additional appropriation.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Agreement
	2.	Deny approval of the agreement
	3.	Take no action
	4.	
PROJECT TIMELINE	Work has been completed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this amendment.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – American Structurepoint First Amendment	

RESOLUTION NO. R012324H

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR ROSEANNA VILLAGE
ENGINEERING SERVICES**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has been awarded grant funds to construct a wastewater project for a low-pressure sanitary sewer system to serve thirty-six (36) homes within the Rosanna Village neighborhood, to include all project components necessary to connect the homes to the sewer (“Project”);

WHEREAS, on or around September 27, 2022, as Resolution No. 092722C, the Fishers Board of Public Works & Safety (“Board”) approved an agreement between American Structurepoint, Inc. (“Engineer”) and City for Engineer to perform design engineering services for the Project; and

WHEREAS, the parties now desire to enter into a First Amendment to Professional Services Agreement for Engineer’s preparation of nine (9) additional easement exhibits and descriptions (“First Amendment”), which is attached hereto and incorporated herein as Exhibit A in the amount of \$5,850.00.

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

Section 1. The Board hereby approves the First Amendment attached as Exhibit A.

Section 2. The Board hereby authorizes the Mayor to execute the First Amendment and any and all documents necessary to effectuate its intent.

Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd Day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, 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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**1. Background Data:**

- a. Effective Date of Owner-Engineer Agreement: September 27, 2022
- b. Owner: City of Fishers, Hamilton County, Indiana
- c. Engineer: American Structurepoint, Inc.
- d. Project: Rosanna Village Low Pressure Sewer

2. Nature of Amendment

- X Additional Services to be performed by Engineer
- X Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature below.

OWNER:

ENGINEER:

DocuSigned by:

M. David Mohler II

D3EDF00E69D947F...

By: _____

By: M. David Mohler II

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 12/11/2023

This is **Attachment 1**, consisting of one (1) page, to Amendment No. 1.

Modifications

1. Engineer shall perform the following Additional Services:

Paragraph 3.q is added to ATTACHMENT A as follows:

- q. Prepare nine (9) easement exhibits and descriptions
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

ATTACHMENT E, Paragraph 1 is modified as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, not to exceed ~~\$213,190~~ **\$219,040** based on the following distribution of compensation.

Description	Amount
Geotechnical Investigation	\$11,490
Survey	\$47,700 \$53,550
Roadway Assessment	\$6,800
Preliminary Design	\$31,800
Final Design	\$24,900
Bidding	\$3,400
Construction Administration	\$11,100
TOTAL	\$137,190 \$143,040
Construction Inspection (If Authorized)	\$76,000



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Resolution Approving Professional Services and Operating Agreement (Indianapolis Art Center)			
SUBMITTED BY	Name & Title: Ashley Elrod, Director of Public Relations			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R012324I	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☐ Department Head	☐ Finance Committee
	☒ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	The City is constructing its new municipal building at 1 Municipal Drive, Fishers, Indiana, the first floor of which is designed as a community art center, including a theater (the "Arts Center"). The Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("IAC") operates an art center and campus in Broad Ripple and is an Indiana authority on art programming and services. The City desires to engage IAC to program and operate its Arts Center including providing the following: (a) pre-opening consulting; (b) full-service operator; (c) develop and administer all programming; (d) provide all personnel; (e) recruit and host exhibits; and (f) program the theater (collectively and as fully described in the Agreement, the "Services"). In consideration of IAC providing the Services, the City will (a) provide IAC a \$75,000.00 budget for furniture, fixtures, tools and equipment; and (b) allow IAC to utilize the Art Center without charge, except that IAC will pay to the City thirty percent (30%) of IAC's Profit derived from the Services and half of all private rentals.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$75,000.00
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Agreement
	2.	Reject the Agreement
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Agreement	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R012324I

RESOLUTION APPROVING PROFESSIONAL SERVICES AND OPERATING AGREEMENT

WHEREAS, the City of Fishers (“City”) is constructing its new municipal building at 1 Municipal Drive, Fishers, Indiana, the first floor of which is designed as a community art center, including a theater (the “Arts Center”);

WHEREAS, the Indianapolis Art Center, Inc., an Indiana nonprofit corporation (“IAC”) operates an art center and campus in Broad Ripple and is a central-Indiana authority on art programming and services;

WHEREAS, the City desires to engage IAC to program and operate its Arts Center pursuant to an agreement substantially similar to the Professional Services And Operating Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”);

WHEREAS, the services to be provided by IAC include the following: (a) pre-opening consulting; (b) full-service operator; (c) develop and administer all programming; (d) provide all personnel; (e) recruit and host exhibits; and (f) program the theater (collectively and as fully described in the Agreement, the “Services”);

WHEREAS, in consideration of IAC providing the Services, the City will provide (a) a \$75,000.00 budget for furniture, fixtures, tools and equipment; and (b) allow IAC to utilize the Art Center without charge, except that IAC will pay to the City thirty percent (30%) of IAC’s Profit derived from the Services and half of all private rentals; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

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

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

Section 3. The Mayor is hereby authorized to execute the documents necessary to effectuate the intent of this Resolution.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of January, 2023.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, 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 AND OPERATING AGREEMENT

This Professional Services and Operating Agreement (“Agreement”) is entered into this ____ day of _____, 202_ (the “Effective Date”) by and between the Indianapolis Art Center, Inc., an Indiana nonprofit corporation (“IAC”), and the City of Fishers, Hamilton County, Indiana (“City” and together with IAC, the “Parties” or individually, each a “Party”) pursuant to the following terms and conditions:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for IAC to (a) use, oversee, operate and program the Fishers Art Center (the “Art Center”) to be developed and constructed on the first (1st) floor of a municipal building to be located at and about 1 Municipal Drive, Fishers, Indiana, 46038 (the “Building”); and (b) in some instances, as mutually agreed between the Parties, program and operate the theater and Common Area of the Art Center, all pursuant to and consistent with this Agreement. For purposes of this Agreement, “Common Area” shall mean, individually or collectively, areas of the Building held open to occupants and visitors of the Building and not otherwise exclusively dedicated to the use of IAC, including, without limitation, exhibition space, green spaces, lobbies, corridors, stairways, parking lots, elevators, restrooms and areas of ingress and egress to the Art Center (individually or collectively, the “Common Area”).

2. IAC’s OBLIGATIONS. In consideration and as a material inducement for the City providing IAC space within the Art Center and completing its other obligations included herein, IAC shall, consistent with and pursuant to its mission to “inspire creative expression in all people” and its vision to “build an inclusively united community through art by inspiring a better, stronger, and more culturally vibrant environment for all”, be responsible for each of the following:

a. Pre-Opening. IAC and the City shall cooperate in good faith to determine a mutually acceptable schedule of events and items (the “Pre-Opening Schedule”) to be completed prior to, and in preparation for, the Art Center opening to the public. IAC and the City, as applicable, shall complete and/or implement each of the items as set forth in the Pre-Opening Schedule.

b. Full-Service Operator. IAC shall serve as a full-service operator of the Art Center, and the Art Center, subject to the terms of this Agreement, shall be generally open and operational every day of the week as follows: Monday – Friday 9 a.m. – 10 p.m.; Saturday 9 a.m. to 6 p.m.; and Sunday 12 p.m. to 6 p.m.; provided, however, (i) the Parties may mutually agree to different days, hours of operation, and closures, (ii) the Art Center shall be closed on all nationally recognized holidays, and (iii) IAC may adjust the schedule of the Art Center to align with the standard schedule of IAC’s Broad Ripple location; provided, however, if IAC materially reduces its hours of operation pursuant to this subsection (iii) without the mutual agreement of the City, the City shall be entitled to terminate this Agreement. A concierge shall be provided by IAC to staff the welcome desk within the Art Center during the Art Center’s hours of operation. Notwithstanding the foregoing, the City may from time-to-time request that IAC open the Art Center on various nationally recognized holidays, in a limited-operations capacity, to allow members to view various art exhibits located in the Art Center (“Limited Operations Requests”). IAC shall endeavor in good faith to comply with reasonable Limited Operations Requests.

c. Programming. IAC shall develop, offer, operate and oversee all programs, classes and seminars within the Art Center (individually or collectively, the “Programs”). IAC and the City shall work together in good faith to develop a general schedule of Programs with themes and topics consistent with programs offered at IAC’s Broad Ripple campus and offered at times and in quantities consistent with IAC’s operation at its Broad Ripple campus. Additionally, an array of diverse Programs shall be offered that are appropriate for varying skill levels and age groups and that occur for varying durations of time (e.g. semester classes, mini-term classes, and make-it-take-it classes).

d. IAC Personnel. IAC shall screen (including, without limitation, performing background checks), employ or contract with, oversee and manage all IAC Personnel. For purposes of this Agreement, “IAC Personnel” shall mean any employee, contractor or volunteer providing any portion of the Services (as defined herein below) at the Art Center. As part of IAC’s personnel, IAC shall provide the City with a point of contact for IAC that is continuously responsive to the City. The initial IAC point of contact is _____, and such point of contact shall not change without written notice to the City.

e. Administration. IAC shall administer all Programs, including, without limitation, registering participants and collecting fees for participants in the Programs. IAC shall develop a registration system and procedure that provide Fishers’ residents priority when registering for Programs (the “Priority Registration”).

f. Exhibitions. IAC shall recruit and/or host exhibitions, competitions and festivals that highlight the Art Center and promote art tourism and economic development in the City (the “Exhibitions”), which proposed Exhibitions shall be submitted to the Fishers Arts & Culture Commission for approval not less than three (3) months prior to the proposed date of such Exhibition. For the avoidance of doubt, an Exhibition shall not occur within or about the Art Center without the written approval of the Fishers Arts & Culture Commission (as defined in Section 3(E)), and IAC shall host at least four (4) Exhibitions during each twelve (12) month period of the Term or any Renewal Term.

g. Theater Programming. subject to the City’s Reserved Rights (as defined in Section 9), IAC shall program the theater within the Art Center (the “Theater”), including without limitation, hosting performances, hosting discussions and panels, offering theatrical and other performing art classes (“Theater Programming”) and hosting Private Rentals (as defined in Section 2(H) below). IAC shall cause all entities and groups operating within the Theater to enter into the Agreement For Use attached as Exhibit A (the “Private Rental Agreement”), subject to commercially reasonable edits and/or changes approved by IAC and the City’s designated point of contact with respect to this Agreement (the “City POC”) in their commercially reasonable discretion. As of the Effective Date, Jennifer Messer is the City POC. The City may designate a replacement City POC from time-to-time upon written notice to IAC.

h. Sponsorships and Grants. IAC shall seek sponsorships and grants for the Programs, Exhibitions and Events. Fifty percent (50%) of any sponsorship received by IAC related

to the Art Center shall be remitted to the City within thirty (30) days of receipt of such sponsorship. All grants received by IAC for use at the Art Center and the remaining fifty percent (50%) of sponsorship revenue retained by IAC shall be used in the Art Center; provided, however, IAC shall seek the approval of the City for any sponsorship that includes naming rights of City structures or improvements within or about the Art Center, which approval may be withheld in the City's sole discretion. The City acknowledges and agrees that this Agreement shall not be interpreted to require IAC to utilize grants and sponsorships for the Art Center unless such grant and sponsorship was specifically provided to IAC for use at the Art Center. Sponsorships and grants provided to IAC for general use related to the City shall be used as directed by the terms and conditions of such sponsorship and grants. The City acknowledges and agrees that nothing herein shall be interpreted to include any revenue or sponsorships that are related to IAC's Broad Ripple campus or any other campus that IAC may open, operate or establish during the term – the intent of this Agreement exclusively relates to IAC's operations related to the City.

i. Rentals. Subject to the Reserved Rights, IAC shall be entitled to rent the Art Center, Theater and Common Areas for private events (individually or collectively, "Private Rentals"). The schedule of fees for Private Rentals shall be annually approved by the City. IAC shall be responsible for managing and overseeing all Private Rentals, and IAC shall cause all renters to execute the Private Rental Agreement. IAC shall provide the City notice of any Private Rental not less than thirty (20) days prior to the Private Rental; provided, however, IAC may seek written approval of City for Private Rentals upon less than twenty (20) days' prior notice, which approval the City may grant in its reasonable discretion. In the absence of such notice, IAC shall seek approval from the City for the Private Rental. The term "Private Rental" shall not be interpreted to include City Reserved Events.

j. Marketing. IAC shall develop marketing materials, promotional materials and branding and media strategies for Programs, Theater Programming and Exhibitions in and about the Art Center (individually or collectively, "Marketing Materials"). The Marketing Materials for the Art Center shall include information concerning Priority Registration. IAC shall coordinate with the City to enable the City to assist IAC with disseminating Marketing Materials throughout Fishers and the greater Indianapolis area.

k. Food and Beverage. IAC shall determine the food and beverage options available within the Art Center. IAC shall be exclusively responsible for obtaining, selling and/or providing food and beverages, except for food and beverages served at City Reserved Events (as defined in Section 9(A)). IAC shall obtain and maintain all permits necessary for selling food and beverages consistent with the Laws; provided however, the City and IAC shall mutually determine how to equitably apportion between the City and IAC the cost of (A) any such permit; and (B) dramshop insurance necessary to adequately protect the City and IAC from Claims associated with the service of alcoholic beverages. Provided that demand for alcohol within the Art Center is sufficient to warrant a dedicated liquor license for the space, the City shall work with IAC to obtain the most appropriate license based on advice of counsel specializing in Indiana law governing liquor licenses.

I. General. For purposes of this Agreement, Sections 2(A) – (K) shall constitute the “Services”. IAC shall offer and provide the Services consistent with the Laws and in a safe, careful and reputable manner that enhances the goodwill of IAC and the City. IAC shall use the Art Center to deliver the Services and for no other purpose, without the prior written consent of the City. IAC shall be solely responsible for all costs and expenses resulting from performing the Services and satisfying its other obligations included herein. The City shall not be liable for IAC’s costs and expenses delivering the Services or satisfying its other obligations included herein.

3. CITY’S OBLIGATIONS. In consideration and as a material inducement for IAC providing the Services and satisfying its other obligations included herein, the City shall satisfy each of the following:

a. Art Center Condition. City shall construct and provide the Art Center to IAC in a clean, orderly condition that complies with the Laws (as defined below) and allows IAC to perform the Services. Additionally, the City shall provide IAC Seventy-Five Thousand and no/100 Dollars (\$75,000.00) (the “FF&E Budget”) to acquire equipment, tools, furniture and fixtures that allow IAC to provide the Services (“FF&E”). The City and IAC shall agree, in their commercially reasonable discretion, and without undue delay, (i) on the FF&E to be acquired with the FF&E Budget; (ii) on the maximum price to be paid for each item of FF&E; and (iii) which entity shall procure specific items of FF&E. For FF&E acquired by IAC, IAC shall provide the City an invoice for such items, and the City shall reimburse IAC for any such item within thirty (30) days of receipt of an invoice from IAC; provided, however, the City shall not be liable for reimbursement for FF&E expenses that exceed, in the aggregate, the FF&E Budget. The City acknowledges, however, that IAC may reasonably require FF&E in excess of the FF&E Budget (the “Additional FF&E”). If IAC determines it requires Additional FF&E, IAC shall submit a list of proposed Additional FF&E to the City, including the price of each item (individually or collectively, the “Additional FF&E Cost(s)”), and the City shall, within ten (10) business days and in its commercially reasonable discretion approve the Additional FF&E or reject with specificity any item of Additional FF&E that it does not approve. Additional FF&E Cost(s) of Additional FF&E approved by the City shall, consistent with Section 6 of this Agreement, be subtracted as a use when determining IAC’s Profit and, ultimately, the IAC Contribution. Notwithstanding the foregoing or anything included herein to the contrary, the Parties acknowledge and agree that the City shall not be responsible for providing tools, supplies or equipment, other than the FF&E. Moreover, IAC shall be liable for any cost or expense resulting from IAC Parties’ damage or destruction of the City FF&E, the Art Center or the Building, ordinary wear and tear excepted. For the avoidance of doubt, any FF&E and/or Additional FF&E purchased by IAC with its own funds shall be owned by IAC until such time as (i) with respect to FF&E, the City reimburses IAC for such FF&E, or (ii) with respect to Additional FF&E, IAC recovers the Additional FF&E Cost(s) by subtracting the same as a use when determining IAC’s Profit and, ultimately, the IAC Contribution; whereupon ownership of the same shall automatically be vested in the City.

b. Utilities. The City shall provide, without limitation and at the City’s sole cost and expense, heating, ventilation, air conditioning, electricity, WiFi network and trash removal (collectively, the “Utilities”). The City shall maintain and repair the Utilities, as applicable, at its sole cost and expenses.

c. Accessibility. The City shall provide IAC means of access to the Art Center on a twenty-four hour, per day, seven days a week basis. IAC shall provide City a list of all IAC Personnel who have controlled access (keys, fobs, passcodes, etc.) to the Art Center. No IAC Personnel shall possess a key, fobs, passcodes or other forms of access to the Art Center unless the City has been notified in writing, in advance. Without approval or invitation of the City, neither IAC nor IAC Personnel shall enter or access the areas of the Building reserved for municipal uses (generally, floors 2-3 of the Building).

d. Marketing Assistance. The City shall publish Marketing Materials in its publications, on social media accounts and on other mediums used by the City. The number and types of publications in which the Marketing Materials are published, and the information provided by the City with respect to the Marketing Materials, shall be determined in the sole discretion of the City.

e. City Contact. The City shall provide IAC with a point of contact for the City that is continuously responsive to IAC (the “City Contact”). The initial City Contact is Jordin Alexander and such City Contact shall not change without prior written notice to IAC.

4. TERM. The initial term of this Agreement shall be for one hundred twenty (120) months beginning on the Opening Date and terminating one hundred and twenty (120) months thereafter, subject to Early Termination pursuant to Section 11 (the “Initial Term”). For purposes of this Agreement, “Opening Date” shall mean the first day on which the Art Center is open to the public for use consistent with this Agreement. The City and IAC may mutually agree to extend the Initial Term up to two (2) additional sixty (60) month terms (each a “Renewal Term,” and together with the Initial Term, the “Term”) on substantially similar terms as this Agreement; provided however, any Renewal Term shall require the written, mutual agreement of the Parties. Upon conclusion of the Term, IAC shall promptly remove its Personal Property (as defined in Section 12) from the Building. The Parties acknowledge and agree that Personal Property remaining within or about the Building for more than forty-five (45) days following conclusion of the Term or any Renewal Term shall be deemed the sole and exclusive property of the City.

5. FINANCES & OPEN BOOKS. For each IAC Fiscal Year (currently September 1st - August 31st) during the Term, IAC shall maintain detailed books and records (sources and uses) for IAC’s delivery of the Services and satisfaction of its obligations included herein (the “Books and Records”). The Books and Records shall be specific to the Art Center and shall not include information related to IAC’s Broad Ripple site or other sites, except to the extent sources are generally provided to IAC for its operations in both the Art Center and other IAC sites. IAC shall provide the Books and Records, which shall include cumulative records for each IAC Fiscal Year, to the City for its review (a) within thirty (30) business days of the conclusion of each month during the Term (each, a “Report Date”); and (b) within ten (10) business days of written request by the City. Upon City’s receipt of the Books and Records in the month immediately following the end of the IAC Fiscal Year, the City shall cause an audit or review of the Books and Records by a nationally recognized certified public accountant, as determined by the City in its reasonable discretion. The auditor shall not be paid on a contingency fee basis. The results of such audit or

review shall be promptly provided by the City to IAC, with any discrepancies specifically identified. For the avoidance of doubt, it shall be a material default for IAC to intentionally commingle Art Center funds with funds resulting from or related to IAC's other sites or to utilize Art Center funds to pay expenses, administrative or otherwise, related to or resulting from IAC's other sites.

6. IAC CONTRIBUTION. Beginning on first Report Date following the Opening Date, and continuing on each subsequent Report Date thereafter, IAC shall pay to the City thirty percent (30%) of IAC's Profit derived from the Services and completing its other obligations included herein (the "IAC Contribution") during the previous quarter. For purposes of this Agreement, "Profit" shall mean the positive difference, if any, between IAC's sources and uses as reported in the Books and Records. Notwithstanding the foregoing, for any Private Rental or sponsorship, IAC shall pay to the City fifty percent (50%) of the amount paid to IAC, and such source of revenue shall not be included in the calculation of the IAC Contribution (for the avoidance of doubt, the 50% of sponsorships or Private Rentals that IAC retains shall not be counted in the calculation of Profit). The Parties acknowledge and agree that the intended use of the Profit is reinvestment in the arts within the City, and the City shall establish a program for reinvestment of the IAC contribution.

7. JANITORIAL. IAC shall be exclusively liable for large trash removal, daily cleaning, janitorial services, and sanitizing the Art Center, except for Common Areas. The City shall be exclusively liable for all janitorial services related to the Common Areas and for small trash and debris removal.

8. MEMBERSHIP. IAC and the City shall mutually determine and establish a comprehensive membership program for the Art Center that allows persons purchasing a membership to IAC to receive a uniform set of rights and privileges at the published rate for such membership, including, without limitation, reduced fees, if applicable, for Programs and Exhibitions and access to both the Art Center and IAC's Broad Ripple site (and any additional IAC site that is generally held open to the public). For the avoidance of doubt, this Section 8 shall not be interpreted to proscribe (a) specific benefits of membership; or (b) that all Programs and Exhibitions are at set price but shall be interpreted to require IAC to provide uniform membership package(s) (same rights and privileges) at uniform, published price(s).

9. CITY'S RESERVED RIGHTS. Notwithstanding IAC's operation of the Art Center and provision of Services hereunder, the City specifically reserves the right perform or cause to be performed the following:

a. Reservations. The City shall be entitled to reserve the Theater and/or Common Area within the Art Center for up to thirty-six (36) events (individually or collectively, the "City Reserved Event(s)") during each twelve (12) month period of the Term or any Renewal Term, in addition to the City Council's monthly meetings which the Parties acknowledge and agree shall occur in the Theater. For each twelve (12) month period of the Term or any Renewal Term, the City shall provide IAC a calendar of scheduled council meetings; however, the Parties acknowledge and agree that such meeting dates are subject to change. For City Reserved Events, City shall notify IAC of any such City Reserved Event as soon as is reasonably practical and in no event less than thirty (30) days; provided, however, City may seek written approval of IAC for

City Reserved Rentals at any time, which approval the IAC may grant or deny in its reasonable discretion. The City shall generally be entitled to host the City Reserved Events on any date selected by the City if IAC has not entered into a written agreement for Theater Programming or a Private Rental that renders the portion of the Art Center unavailable for the City Reserved Event. For City Reserved Events or Council meetings, IAC shall not be liable for operating or overseeing the City Reserved Events or portions of the Art Center used for such City Reserved Events or Council meetings. For the avoidance of doubt, the term City Reserved Event shall not require the City or its bodies or commissions to use the theater or Common Area; rather, the City may authorize any entity or persons to use the Theater and/or Common Area for a City Reserved Event provided the City shall require such entity or person to enter into a Private Rental Agreement. The City shall clean the Theater and/or Common Area following each City Reserved Event.

b. Rental Schedules. Consistent with Section 2(H), the City shall annually approve the rental schedule of fees for Private Rentals. The City, in its sole discretion, shall similarly be entitled to waive all fees for City Rentals.

c. City Appointment. The City shall be entitled to appoint two (2) non-voting, advisory members to the IAC Board of Directors. Such advisory members shall serve at the pleasure of the Mayor of the City and shall be entitled to attend meetings of the IAC Board of Directors. All members of the IAC Board of Directors, including, without limitation, advisory members, shall be subject to the City's and IAC's requirements regarding confidentiality and conflicts of interest.

d. Alterations. The City shall have the right at any time, without notice to IAC, to control, change or otherwise alter the Art Center in such manner as it deems necessary or proper; provided, however, IAC may terminate this Agreement if such alteration substantially decreases the size of the Art Center and prohibits IAC from providing the Services ("Negative Alterations"). Notwithstanding the foregoing, the City shall provide IAC with at least ninety (90) days prior notice of any such Negative Alterations; provided, however, such ninety (90) day notice requirement may be reduced by the City in response to an emergency to the extent necessary to avoid damage to persons or property.

(individually or collectively, Sections 9(a)-8(d), the "City's Reserved Rights").

10. COMMUNITY ART GROUPS. IAC shall endeavor to effectively communicate and seek input from the Fishers Arts & Culture Commission ("FACC"), Nickel Plate Arts and Fishers Arts Council concerning IAC's provision of Services by meeting with such groups or their members during the Term and any Renewal Term. Additionally, the City shall appoint one (1) representative of the IAC to the FACC which representative shall routinely attend meetings of the FACC.

11. EARLY TERMINATION – MATERIAL DEFAULT.

a. Immediate Termination. Either Party may immediately terminate this agreement upon written notice if the other Party engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement). Either Party may immediately terminate this

agreement upon written notice to the other Party if it becomes generally known that the applicable Party 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.

b. Termination for Material Default. Subject to the Cure Period (as defined herein below), in the event of Material Default, the non-defaulting Party may terminate this Agreement upon sixty (60) days' written notice; provided, however, prior to termination for Material Default, the non-defaulting Party shall provide the other Party specific notice and the right to meet and discuss such default ("Default Notice"). If the defaulting Party fails to respond to the Default Notice, or if the non-defaulting Party determines, in its reasonable discretion that the material breach cannot or will not be cured during the Cure Period, the non-defaulting Party may terminate this Agreement. For purposes of this Agreement, it shall be an "Material Default" if either Party materially fails to perform or observe any material term or condition of this Agreement to be performed or observed by it. "Cure Period" shall mean a period of: (i) ten (10) days after written notice of such default in the case of any monetary default; and (ii) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting Party to remedy the default, so long as the defaulting Party: (A) commences to cure the default within the thirty (30) day period; and (B) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than one hundred twenty (120) days after the date of the default. Notwithstanding the foregoing or anything included herein to the contrary, a Party shall not be entitled to a Cure Period for the same Material Default more than one (1) time during a twenty-four (24) month period.

c. General Remedies. Subject to the Cure Period, whenever a Material Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Party under this Agreement; or (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition). If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the Applicable Rate. For purposes of this Agreement, "Applicable Rate" means the prime rate of interest, as reported in the *Wall Street Journal* plus four percent (4%) per annum.

d. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right

or remedy upon any Material Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any Party hereunder be liable to the other for punitive or consequential damages as a consequence of a Material Default by such Party.

12. RELEASE, WAIVER AND AGREEMENT TO HOLD HARMLESS. IAC acknowledges and agrees that use of the Art Center involves certain risk and that injury, death, property damage or other harm could occur to IAC, IAC Personnel, its employees, representatives, agents, participants in its Programs, invitees or others (the “IAC Parties”). IAC hereby accepts and voluntarily incurs and assumes all risks of any injuries, damages, or harm, including, without limitation, to the IAC Parties and to Personal Property (for purposes of this Agreement “Personal Property” shall include, without limitation, supplies, computers, equipment, devices, vehicles, electronics, software, sensors, data in any form, documents and all other forms of personal property in or about the Art Center) whether owned by IAC or third-parties using the Art Center that arises or results from IAC’s use of the Designated Spaces (as defined herein below) within the Art Center, except to the extent caused solely by the gross negligence or willful misconduct of the City Released Parties (defined below). For purposes of this Agreement, the term “Designated Spaces” shall mean all areas of the Art Center (1st floor of the Building), except for the (a) Common Area, and (b) Theater; provided, however, the Theater shall be a part of the “Designated Spaces” when (i) used by IAC; and (ii) not subject to a Private Rental Agreement.

13. RESPONSIBILITY. Notwithstanding anything included herein to the contrary, the Parties acknowledge and agree that (a) IAC shall be exclusively and continuously responsible for the Designated Spaces, including, without limitation that IAC shall (i) when not in use, lock the doors to the Designated Spaces and take other reasonable steps to secure the Designated Spaces and the Personal Property, (ii) keep and maintain in good working order all security and safety devices installed in the Designated Spaces by or for the benefit of IAC (such as locks, and burglar alarms), (iii) monitor and oversee the conduct of all IAC Personnel, Program attendees, visitors and invitees in the Designated Space, and (iv) cooperate with City on safety matters; (b) IAC shall oversee, monitor and enforce the terms of the Private Rental Agreement when renting the Art Center or portions thereof pursuant to the Private Rental Agreement; and (c) the City shall be responsible for monitoring and overseeing the Common Areas and the Theater, except for those times during which the Theater is part of the Designated Space or the Theater and/or portion of the Common Areas is subject to a Private Rental Agreement.

14. INDEMNIFICATION. Each Party shall indemnify and hold harmless the other Party’s Released Parties from and against any and all Claims arising from or connected with: (i) breaches by such Party under contracts to which it is a party; (ii) the negligence or willful misconduct of such Party; or (iii) the breach by such Party of any term or condition of this 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; and “Released Parties”

shall mean the applicable Party and its related bodies, employees, officers, agents or insurers. Notwithstanding the foregoing or anything contained herein to the contrary, IAC acknowledges and agrees that that City is an Indiana municipal corporation subject to Indiana's Tort Claim Act ("INTCA"), and City's liability to indemnify and save harmless IAC for Claims subject to the INTCA shall be limited to the maximum amount of City's financial exposure under the ITNCA.

15. LATE CHARGES. IAC acknowledges that the City shall incur certain additional unanticipated administrative and legal costs and expenses if IAC fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to the City hereunder, if any payment required to be paid by IAC to the City becomes overdue by more than ten (10) days following written notice by the City to IAC, such unpaid amount shall bear interest at the Applicable Rate from the date due until paid.

16. CONFIDENTIALITY/NO DISPARAGEMENT. IAC 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"). IAC shall exclusively use Confidential Information for the purpose of performing and assisting in the performance of the Services. IAC 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, IAC shall return to City all Confidential Information. This provision shall survive termination of this Agreement. Moreover, at no time shall IAC make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the City or any boards, commissions or affiliates thereof. Violation of this provision during the Term may be deemed a Material Default, in City's sole discretion.

17. COMPLIANCE WITH LAWS. During the Term and any Renewal Term, IAC shall fully comply with the Laws while delivering the Services. For purposes of this Section 16, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including, without limitation, the Americans with Disabilities Act, as amended. Moreover, IAC 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.

18. IAC CERTIFICATIONS. IAC represents and warrants to the City Body that: (A) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. IAC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and IAC will state, in all solicitations or advertisements for employees placed by or on behalf of IAC, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin; and (B) it understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section, and pursuant

to IND. CODE § 22-5-1.7 *et seq.*, IAC 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, IAC shall execute the affidavit included as **Exhibit B** affirming that: (Y) it is enrolled and is participating in the E-Verify program; and (Z) it does not knowingly employ any unauthorized aliens. In support of the affidavit, IAC 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 IAC and delivered to the City.

19. FORCE MAJEURE. Notwithstanding anything to the contrary set forth herein, if either Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the Party asserting Force Majeure shall deliver written notice to the other Party as soon as practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, “Force Majeure” means an event or circumstance beyond the reasonable control of the claiming Party, and not substantially caused by the other Party, and includes, but is not limited to, acts of God (including hurricane or tropical storm), war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming Party and not resulting from improper maintenance, pandemics, epidemics, or any other event beyond the reasonable control of the claiming Party that prevents the completion, commencement of operations, or operation of IAC’s services hereunder. Notwithstanding the foregoing or anything included herein to the contrary, the inability to pay money when due, for whatever reason, or financial insolvency is expressly excluded from Force Majeure.

20. ASSIGNMENT. The rights and obligations contained in this Agreement may not be assigned by IAC without the express prior written consent of City, which consent may be withheld in the City’s sole discretion.

21. IAC INSURANCE. At all times during the Term, IAC shall purchase and maintain in full force and effect commercial general liability insurance on an occurrence basis (as opposed to claims made) with limits of liability not less than \$1,000,000.00 each occurrence and \$2,000,000 general policy aggregate (the “Policy”). Upon request by the City, IAC shall, within three (3) business days of such request, provide the City certificates evidencing the Policy.

22. LICENSE FOR USE. IAC hereby acknowledges and agrees that this Agreement provides IAC a license for use of the Art Center and does not convey or confer a property right, including, without limitation, a leasehold interest. For the avoidance of doubt, IAC’s license under this Agreement shall be irrevocable except as expressly provided herein.

23. NOTICES. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery

service, with confirmation of receipt, addressed as follows: to the City at City of Fishers, 1 Municipal Drive, Fishers, Indiana 46038 Attn: Chris Greisl, City Attorney, with a copy to: Jennifer Messer (via email) at jennifermesserlaw@gmail.com; and to IAC at Indianapolis Art Center, 820 E. 67th Street, Indianapolis, Indiana 46220, Attn: Mark Williams, President and Executive Director, with a copy to: Jonathan Polak (via email) at jpolak@taftlaw.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other Party as provided above.

24. RULES. IAC shall comply with and obey all reasonable directions, rules and regulations of City, including, without limitation, the Rules attached hereto as **Exhibit C**, which Rules may be amended from time to time, provided such amendments do not materially increase IAC's responsibilities, or materially decrease the City's responsibilities, hereunder.

25. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and IAC, and their respective successors and assigns; provided, however, either party may only assign this Agreement upon written approval of the non-assigning party. 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. IAC waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right IAC 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 IAC. 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 IAC 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 Art Center 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.

25. EXHIBITS.

Exhibit A: Private Rental Agreement

Exhibit B: E-Verify Affidavit

Exhibit C: Rules

[signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Indianapolis Art Center, Inc.

City of Fishers, Hamilton County, Indiana

(signature)

By:

(printed)

Its:

(printed)

Scott Fadness, Mayor

EXHIBIT A – PRIVATE RENTAL AGREEMENT

[included on following page]

EXHIBIT B – E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of the Indianapolis Art Center, Inc., an Indiana nonprofit corporation ("IAC"), effective as of _____, 2022 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of IAC:

1. IAC is enrolled in and is participating in the E-Verify program;
2. IAC 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 IAC 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 IAC.

AFFIANT: _____
(printed)

(signed)

(date)

EXHIBIT C - RULES

1. IAC shall not do or permit anything to be done in or about the Art Center that will in any way cause a nuisance, obstruct or interfere with the rights of other IACs or occupants of the Building or injure them. IAC shall not use the Art Center, nor allow the Art Center to be used in a manner that would invalidate or increase the premium for any insurance policy carried by the City on the Art Center.
2. IAC shall not permit or make material or structural alterations in or to the Art Center.
3. No sign, lettering, picture, notice or advertisement shall be placed on any outside or public corridor window or door or in a position to be visible from the public corridor or outside the Building.
4. Sidewalks, entrances, passages, courts, corridors, halls, elevators and stairways in and about the Building or elsewhere on the Building shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors or from the exterior of the Building.
5. Except for service animals, no animals or pets shall be brought or permitted to be in the Building or the Designated Spaces or kept elsewhere on or about the Building.
6. IAC shall not waste electricity or water.
7. IAC shall not utilize the Building in any manner which would overload the standard heating, ventilating or air conditioning systems of the Building or those exclusively servicing the Building.
8. IAC shall not permit the use of any apparatus for sound production or transmission in such manner that the sound so transmitted or produced shall be audible or vibrations shall be detectable beyond the Building.
9. IAC shall not utilize any electronic, radio wave, microwave or other transmitting, receiving or amplification device which would disturb or interfere with any other IAC of the Building or the operation of the Building generally.
10. IAC shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment on or about the Building.
11. IAC shall keep all electrical and mechanical apparatus free of vibration, noise and air waves which may be transmitted beyond the Building.
12. No locks or similar devices shall be attached to any door other than those installed by the City.
13. IAC assumes full responsibility of protecting the Designated Space from theft, robbery and pilferage.
14. Only machinery or mechanical devices of a nature directly related to IAC's Programs shall be placed or used in the Building and the installation and use of all such machinery and mechanical devices is subject to the other rules contained in this Agreement.

15. IAC shall not in any manner deface or damage any portion of the Building.
16. IAC shall not distribute literature, flyers, handouts or pamphlets of any type in any of the Common Areas or to any other part of the Building or in any parking or other common area serving the Building without the City's consent.
17. In no event shall IAC use, sell or serve, or permit the use, sale or service of tobacco products in or about the Art Center or elsewhere in the Building.
18. IAC shall not permit objectionable odors or vapors to emanate from the Art Center
19. IAC shall not place a load upon any floor of the Art Center exceeding the floor load capacity for which such floor was designed or allowed by law to carry.



Board Action Form

MEETING DATE	January 23, 2024			
TITLE	Resolution Approving A Build Operate Transfer Agreement for the City Of Fishers Community Center			
SUBMITTED BY	Name & Title: Jacob Reardon McSoley, Director of Recreation and Wellness Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☒ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R012324J	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	For the past 15 years, the City has strategically focused on building a City where residents live, work and play. The City's development efforts have focused on entrepreneurship, creating a variety of living options that meet ever-changing demand from young professionals and empty nesters alike, and providing amenities like restaurants, bars and retail that allow residents easy access without large drive times and lure visitors to the City. As the City has grown its population, private investment and visitors, the City remains dedicated to providing spaces where its residents can gather, interact and enjoy physical and recreational activities. Despite the City's available outdoor recreational amenities, indoor recreational amenities are not sufficiently available to residents; The City now desires to design and construct a world-class indoor, multi-generational community center that serves all residents, including, without limitation, providing spaces and programs for the City's older residents, residents of all ages and those living with disabilities. After providing public notice and holding a hearing as required by Ind. Code 5-23 et. seq., the City, on December 12, 2023, approved a Public-Private Agreement For The Design, Build And Transfer Of The City's Community Center that is the subject of this Resolution ("BOT"). Since that time, to the terms of the BOT have changed concerning the time at which the parties enter into the Installment Purchase Agreement so that the project is financed on a tax-exempt basis. The City now seeks approval of the revised BOT to achieve tax-exempt financing status.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$61,000,000.00
	Expenditure \$:	
	Source of Funds:	BOT
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution and BOT
	2.	Reject the Resolution and BOT
	3.	
	4.	
PROJECT TIMELINE	Effective upon approval	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Resolution and BOT	

SUPPLEMENTAL INFORMATION (List all attached documents)	

RESOLUTION NO. R012324J

**RESOLUTION APPROVING A BUILD OPERATE TRANSFER AGREEMENT FOR
THE CITY OF FISHERS COMMUNITY CENTER**

WHEREAS, for the past fifteen (15) years, the City of Fishers, Hamilton County, Indiana (“City”) has strategically focused on building a City where residents live, work and play;

WHEREAS, the City’s development efforts have focused on entrepreneurship, creating a variety of living options that meet ever-changing demand from young professionals and empty nesters alike, and providing amenities like restaurants, bars and retail that allow residents easy access without large drive times while also luring visitors to the City;

WHEREAS, much of the City’s success results from its core values: encourage entrepreneurship and grow a culture that nurtures talent, connect great ideas with investors, challenge the status quo, take calculated risk and embrace the future;

WHEREAS, as the City’s has grown its population, private investment and visitors, the City remains dedicated to providing spaces where its residents can gather, interact and enjoy physical and recreational activities;

WHEREAS, for example, the City has creatively and efficiently managed its green spaces and park facilities including recently opening Geist Waterfront Park, an approximately fifty (50) acre recreational area that includes a beach, walking and hiking trails, boardwalk, kayak launching area, shelters and picnic areas, bike trails, and playground equipment;

WHEREAS, despite the City’s available outdoor recreational amenities, indoor recreational amenities are not sufficiently available to residents;

WHEREAS, accordingly, the City now desires to construct a world-class indoor, multi-generational community center that serves all residents, including, without limitation, providing spaces and programs for residents of all ages and those living with disabilities;

WHEREAS, after determining that Hagerman GM REC Center, LLC (the “Developer”) was reasonably susceptible of being selected for a public-private agreement, the City, pursuant to a scoping agreement with Developer, undertook design and site work on a community center pursuant to scoping agreement;

WHEREAS, after providing public notice and on December 12, 2023, holding a public hearing pursuant to and consistent with Ind. Code 5-23 *et. seq.*, the City approved a certain Public-Private Agreement For The Design, Build And Transfer Of The City’s Community Center (“Initial Agreement”);

WHEREAS, since that time and to secure tax-exempt financing for the project, the terms of the Initial Agreement have changed concerning the time at which the parties enter into the Installment Purchase Agreement;

WHEREAS, to secure tax-exempt financing, the City now seeks approval of an agreement substantially similar to the Public-Private Agreement For The Design, Build And Transfer Of The City's Community Center attached hereto and incorporated herein as **Exhibit A** (the "BOT"); and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the BOT.

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

Section 1. The City hereby approves a build operate transfer agreement for the Community Center that is substantially similar to the BOT.

Section 2 The Mayor is hereby authorized to execute a build operate transfer agreement for the Community Center that is substantially similar to the BOT.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 23rd day of January, 2024.

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

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

PUBLIC-PRIVATE AGREEMENT FOR THE DESIGN, BUILD AND TRANSFER OF THE CITY'S COMMUNITY CENTER

This Public-Private Agreement For The Design, Build, Finance And Transfer of The City Of Fishers' Recreation Center (this "BOT Agreement") is entered into as of the _____ day of January, 2024, by and between HAGERMAN GM REC CENTER, LLC, an Indiana limited liability company ("Hagerman GM"), and the City of Fishers, Indiana, by and through its Board of Public Works & Safety (the "City"), on the following terms and conditions:

RECITALS

WHEREAS, on or about August 18, 2021, the City issued its Request For Proposals And Qualifications To Design, Build, Finance And Transfer The City Of Fishers' Recreation Center (the "RFPQ");

WHEREAS, pursuant to the RFPQ, the City sought offerors to design, construct, finance and transfer the City's Recreation Center on the Project Site, all pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the "Act");

WHEREAS, in response to the RFPQ, Hagerman GM submitted its October 1, 2021, Response To RFPQ For City Of Fishers Recreation Center and statement of qualifications ("Hagerman GM's Response");

WHEREAS, after satisfying the procedural steps included in Ind. Code § 5-23 *et seq.* (the "Act"), the City determined that Hagerman GM was reasonably susceptible of being selected for a Build Operate and Transfer Agreement ("BOT Agreement") and entered into that certain December 1, 2021, Fishers Recreation Center Scoping Agreement concerning the design and ancillary services to be completed for the Recreation Center, which was amended by that certain December 13, 2022 Amended And Restated Fishers Recreation Center Scoping Agreement and that certain March 28, 2023 Second Amended And Restated Fishers Recreation Center Scoping Agreement (as amended, the "Scoping Agreement");

WHEREAS, Hagerman GM completed the work required by the Scoping Agreement, and on November 14, 2023 the Board held a public hearing in accordance with and pursuant to the Act to determine whether to enter into a public-private agreement with Hagerman GM for construction of the Recreation Center;

WHEREAS, the City now desires to enter into this BOT Agreement for Hagerman GM to build, operate and transfer the Project consistent with this BOT Agreement and the Laws;

WHEREAS, terms not specifically defined herein shall have the meanings ascribed to such terms in the RFPQ or Scoping Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the City and Hagerman GM agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this BOT Agreement and are hereby incorporated into and made a part of this BOT Agreement as though they were fully set forth in this Article I.

ARTICLE II. DEFINITIONS

Act shall mean Ind. Code § 5-23 *et. seq.*

Ancillary Agreements shall mean all instruments and agreements referenced or contemplated herein and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this BOT Agreement, including, without limitation, the Deed, Installment Purchase Agreement and other documents typically required for a commercial property closing.

Change Order shall mean a change order executed by the City (or its designee) and Hagerman GM finalizing the inclusion into the Final Documents & Drawings of a change proposed in a Change Order Request by Hagerman GM that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Hagerman GM.

Change Order Request shall mean a written request for a change to the Final Documents & Drawings.

City Body or City Bodies shall mean any of the City or its related bodies and commissions, as applicable.

City Fees shall mean impact fees, park impact fees, inspection fees, variance or re-zoning fees, stormwater permit fees, water fees, sewer fees, improvement location fees, building permit fees, sign permit fees, and all applicable local fees if assessed by the City and directly related to the Project.

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.

Clarifications & Exclusions shall mean the clarification and exclusions included as **Exhibit A**.

Closing shall mean (a) Hagerman GM's transfer and conveyance of the Project and the Project Site to the City pursuant to the Deed; and (c) the City's satisfaction, in full, of the Installment Payment Obligations.

Closing Date shall mean the date of Closing, which date shall be not sooner than December 31, 2025, unless otherwise determined by the City.

Construction Contract shall mean, to the extent applicable, a contract with the General Contractor for completing the Project. The Construction Contract shall be (a) subject to the reasonable approval of City; and (b) terminable by the City, without recourse or liability to any City Body (other than as set forth in Section 10.05), on ten (10) days' notice in the Event of Default.

Construction Meetings shall mean weekly status meetings on the dates and times to be mutually determined by Hagerman GM and the City, at which the parties shall discuss the construction progress for the Project.

Construction Drawings shall mean the construction drawings and specification for the Project attached as **Exhibit B**.

Construction Lender shall mean the financial institution making the Construction Loan.

Construction Loan shall mean Hagerman GM's sale, transfer and conveyance of its right, title and interest in the Installment Purchase Obligations, as specifically set forth in the Installment Purchase Agreement, to Construction Lender for the principal amount of Sixty-Two Million and no/100 Dollars (\$62,000,000.00) on the terms attached hereto and incorporated herein as **Exhibit C** (the "**Loan Terms**").

Construction Loan Closing shall mean the date on which Hagerman GM closes on the Construction Loan and is authorized to make draws of such Construction Loan.

Construction Loan Documents shall mean the document by and between Construction Lender and Hagerman GM evidencing the Construction Loan.

Construction Schedule shall mean the schedule attached as **Exhibit D** that provides for Substantial Completion of the Project by or before October 15, 2025, excluding the roundabout, the substantial completion date of which shall be determined in the mutual, reasonable agreement of the City and Hagerman GM.

Cure Period shall mean a period of: (A) ten (10) days after written notice of an Event of Default in the case of any monetary default; and (B) thirty (30) days after a party failing to perform or observe any other term or condition of this BOT Agreement to be performed or observed by it receives written notice specifying the nature of the Event of Default; provided that, if such Event of Default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the Event of Default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than sixty (60) days after the date of the default. Notwithstanding the foregoing, a Cure Period shall not be applicable to an Event of Default described in Section 7.01(B) or (C), and a Cure Period shall not be applicable to a default under an Ancillary Agreement, any specific cure periods for such defaults being expressly set forth in such Ancillary Agreement.

Deed shall mean a limited warranty deed by which Hagerman GM transfers and conveys the Project Site and Project to the City, subject to the Permitted Exceptions.

Disbursement Request shall mean a written request and certification for payment submitted by Hagerman GM in the form attached hereto as **Exhibit E** or another similar form acceptable to Lender, City and Hagerman GM which request and certification for payment shall be submitted to Construction Lender with a duplicate copy to the City together with the following:

- (a) copies of invoices, together with a certification by Hagerman GM that: (i) all such invoices are for the payment of Project Costs; and (ii) the Project Costs being paid pursuant to such invoices have not been paid previously with a

disbursement of Proceeds;

(b) a certification by Hagerman GM that: (i) it has obtained lien waivers from subcontractors with contracts for work in an aggregate amount of at least \$20,000.00 that otherwise would have the right to claim valid mechanics' or similar liens against all or a portion of the Project or Project Site for: (A) work or services performed; or (B) supplies, material, or equipment provided; with respect to the Project through the date of the immediately previous request for disbursement; and (ii) upon receipt of the requested disbursement: (A) full payment will be made to the parties (and only to the parties) named in such invoices; and (B) after such payments, all invoices submitted as part of a Disbursement Request prior to and including the current Disbursement Request will have been paid in full;

(c) reasonably satisfactory evidence that: (i) no mechanics' liens have been filed against all or any portion of the Project or Project Site for: (A) work or services performed; or (B) supplies, material, or equipment provided; with respect to the Project; and (ii) no other liens or encumbrances have been recorded against all or any portion of the Project or Project Site in connection with the construction of the Project; since the date of the immediately previous Disbursement Request, other than: (A) the lien of Real Estate Taxes not delinquent; and (B) grants of easements reasonably determined by Hagerman GM to be necessary or appropriate in connection with the construction and/or use of the Project; and

(d) an architect's certification: (i) stating that the portion of the Project completed to date: (A) has been constructed in substantial accordance with the Project Plans and the Laws; and (B) does not encroach upon any easements or rights-of-way, or across any building set-back lines or utility lines (except to the extent that such encroachment is permitted); and (ii) certifying: (A) the estimated values of work in place on the Project Site; and (B) the percentage of completion of the Project.

Effective Date shall mean the date set forth in the opening paragraph of this BOT Agreement.

Event of Default shall have the meaning set forth in Section 7.01.

Executive Summary shall mean the executive summary attached as **Exhibit F**, which Executive Summary includes the detailed, line-item budget for the Project.

Final Documents & Drawings shall mean, individually or collectively, the Construction Drawings, Construction Schedule, and Executive Summary.

Final Inspection shall mean an inspection of the Project after Substantial Completion thereof.

Force Majeure shall mean, with respect to Hagerman GM or City Bodies any cause that is not within the reasonable control of Hagerman GM or City Bodies, respectively, including, without limitation: (A) adverse weather conditions in excess of the 10-year NOAA average for the location of the Project; (B) the unusual unavailability of materials, equipment, services, or labor; (C) pandemic, epidemic and any direct effects thereof; and (D) utility or energy shortages or acts or omissions of public utility providers); provided that a party's failure to anticipate normal and

customary delays due to weather or normal and customary delays in obtaining Required Permits shall not be deemed Force Majeure.

General Contractor shall mean Hagerman GM Construction, LLC.

Inspector shall mean such party or parties designated by the City as its inspector.

Installment Payment Obligations shall mean, individually or collectively, the City's obligations under the Installment Purchase Agreement, including the City's obligations to make installment payments.

Installment Purchase Agreement shall mean an agreement between a City Body (as designated by the City) and Hagerman GM that requires the City satisfy the Installment Payment Obligations and includes the terms included on **Exhibit G**, among other commercially reasonable terms as mutually determined by the applicable City Body and Hagerman GM.

Interest Income shall mean all interest earned from the Construction Loan.

Interest Payment(s) shall mean, consistent with Installment Purchase Agreement, ____ payments in the ____ amount of _____ paid by City into the Trustee Account in the amounts and on the dates listed in **Exhibit H**.

Latent Defect shall mean a Material Defect that: (A) is not discovered, and reasonably is not discoverable, by the City or Inspector during a Permitted Inspection and/or the Final Inspection; and (B) has a material and adverse effect on the use, operation, structure, or longevity of the Project; and (C) is discovered within ten (10) years of Substantial Completion.

Latent Defect Period shall mean, pursuant to Ind. Code § 32-30-1-5, a period of time commencing at Substantial Completion and ending on the date that is ten (10) years thereafter; provided, however, such ten (10) year period shall only apply to any Latent Deflect.

Laws shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Americans with Disabilities Act and the Act.

Material Defect shall mean any item or component of the Project that: (A) contains a material defect in workmanship or materials; (B) deviates materially from the Final Documents & Drawings; or (C) has not been performed materially in accordance with the terms and conditions of this BOT Agreement.

Maximum Price shall mean, subject to Section 5.02, Sixty Two Million and no/100 Dollars (\$62,000,000.00), which amount shall be used to pay the following: (a) reimbursement of the City for scoping costs previously paid in the amount of \$2,878,413.75 on the date of the Construction Loan Closing, (b) payment to Hagerman GM for Site Acquisition Costs on the date of the Construction Loan Closing, (c) Hagerman GM's staffing costs for completion of the Project and any other general conditions (as that term is typically used), (d) builder's risk insurance and performance bond, and (e) Project Costs.

Non-Compliance Notice shall mean a written notice from the City to Hagerman GM that identifies Material Defects with respect to the Project discovered by the City or the Inspector during a Permitted Inspection and/or the Final Inspection.

Origination Fee means the fee charged by Construction Lender, if any, to issue the Construction Loan, which amount is anticipated to be _____.

Permitted Change shall mean any change to a portion of the Project, so long as such change: (A) does not affect the exterior appearance of the structure as reflected in the Final Documents & Drawings; (B) is not inconsistent with the Final Documents & Drawings; (C) does not result in the Project containing structurally flawed elements; (D) does not make it unlikely, impracticable, or impossible for Hagerman GM to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule; and (E) does not result in an increase in the budget included in the Executive Summary.

Permitted Exception shall mean (a) Real Estate Taxes for the year of closing and thereafter together with any other Real Estate Taxes assessed and payable but not yet due; (b) all applicable zoning and other ordinances, regulations, and laws; and (c) all covenants, easements, conditions, restrictions, and other exceptions existing on the date that Hagerman GM acquired the Project Site or required pursuant to the Final Documents & Drawings for development of the Projects.

Permitted Inspection shall mean, as applicable, an inspection by the Inspector of any item or component of the Project when deemed to be necessary or appropriate by any of the City Bodies and/or the Inspector, in either of their sole discretion.

Project shall mean development and construction of the (a) Recreation Center and (b) Roundabout, both pursuant to the Final Documents & Drawings.

Project Costs shall mean an amount equal to the funds disbursed to Hagerman GM by the Construction lender for (a) Scoping Costs, (b) Site Acquisition Costs, (c) other costs to develop, order, obtain, construct, complete, (d) perform or cause to be performed all items included in the Executive Summary and (e) fund other soft costs, fees, and expenses incurred by Hagerman GM in connection with the foregoing or otherwise completing its other obligations under this BOT Agreement. For the avoidance of doubt Project Costs shall not include the Interest Payments or the Origination Fee.

Project Site shall mean the area generally depicted on **Exhibit I**.

Purchase Price shall mean an amount equal to the Project Costs, which aggregate amount shall not exceed the Maximum Price.

Recreation Center shall mean a recreation and community center approximately 102,500 sq. ft. in size constructed on the Project Site pursuant to the Final Documents & Drawings.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for completion and use of the Project.

Roundabout shall mean a roundabout constructed at the intersection of 121st Street and Hoosier Road pursuant to the Final Documents & Drawings.

Scoping Agreement shall mean Scoping Agreement described in the Recitals.

Scoping Costs shall mean \$2,878,413.75.

Shared Savings shall mean the following for every One Dollar (\$1.00) (a) that the Project is completed less than the Maximum Price (other than the contingency which is addressed the following subsection (b)), City shall receive eighty percent (80%) and Hagerman GM shall receive twenty (20%) of such savings; and (b) that is not used of any contingency, City shall receive fifty percent (50%) and Hagerman GM shall receive fifty (50%) of such savings; provided, however, that the City shall receive one hundred percent (100%) of any remaining allowance. The Shared Savings shall be determined upon completion of the Project.

Site Acquisition Costs shall mean _____.

Substantial Completion shall mean the later of the date that the City certifies that the Project is substantially complete in compliance with all Laws, this BOT Agreement, and the Required Permits subject only to minor punchlist items that do not interfere with the use or operation and use thereof.

Trust Accounts shall mean an escrow account created by the written, mutual agreement of Hagerman GM and Construction Lender and approved by the City, which Escrow Account shall (a) be held at _____, and (b) into which, the City shall transfer its Interest Payments.

ARTICLE III. OBLIGATIONS OF THE PARTIES/TERM

3.01 The City's Obligations. The City shall: (a) schedule and participate in Construction Meetings; (b) enter into the Installment Purchase Agreement and satisfy all Installment Payment Obligations; (c) execute and perform the Ancillary Agreements, including, without limitation, the Installment Purchase Agreement; (d) upon properly submitted applications by Hagerman GM, review and issue the City's development and permit applications necessary to complete the Project, including, whenever possible, coordinating with Hagerman GM to lower costs by issuing interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities to the extent allowed by the Laws; (e) within 15 days of receipt of each Disbursement Request, review and approve such Disbursement Request, or portions thereof, that is not in dispute; provided, however if the City fails to respond within ten (10) days, any such Disbursement Request shall be deemed approved; (g) direct Hagerman in writing how to use and/or apply the Interest Income; (g) pay to Hagerman GM the Interest Payments; (h) at the Construction Loan Closing, pay to Hagerman GM the Origination Fee; and (i) perform its other obligations set forth herein.

3.02. Hagerman GM's Obligations. Hagerman GM shall: (a) schedule and participate in Construction Meetings; (b) complete the Project consistent with the Final Documents & Drawings and this BOT Agreement; (c) at Closing, transfer and convey the Project and Project Site to the City; (d) execute and perform the Ancillary Agreements; (e) reach Substantial Completion of the Project as required by the Construction Schedule; (f) contemporaneously with submission to the Construction Lender, submit Disbursement Requests to the City for its review; (g) establish the Trust Account (upon approval of City of the Escrow Account agreement) and promptly remit to the Construction Lender the Interest Payments; (h) use and/or apply the Interest Income as requested in writing by City; (i) at the Construction Loan Closing, pay to Construction Lender the Origination Fee; and (j) perform its other obligations set forth herein.

3.03 Term. This BOT Agreement shall commence on the Effective Date and shall remain in effect until the earliest of (a) Closing, or (b) the termination of this BOT Agreement as provided herein

(the “Term”). Notwithstanding the foregoing or anything contained herein to the contrary, any provision that by its terms specifically survives termination shall continue in full force and effect as specified.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Section 4.01. By Hagerman GM

a. Required Permits. Hagerman GM has determined that that it (i) obtained; or (ii) shall be able to obtain all Required Permits.

b. Ancillary Agreements. Hagerman GM has approved the form and substance of all Ancillary Agreements.

c. Authority. Hagerman GM represents and warrants to each City Body that: (i) Hagerman GM is an Indiana limited liability company duly existing and validly formed under the laws of the State of Indiana; (ii) Hagerman GM shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this BOT Agreement; (iii) Hagerman GM has the authority: (1) to enter into this BOT Agreement; and (2) to perform its obligations hereunder, (iv) Hagerman GM has been duly authorized by proper action: (1) to execute and deliver this BOT Agreement; and (2) to perform its obligations hereunder; and (v) this BOT Agreement is the legal, valid, and binding obligation of Hagerman GM; (vi) neither Hagerman GM nor any party affiliated with Hagerman GM has engaged or dealt with any real estate broker or agent in connection with the Project or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this BOT Agreement by, through, or as a result of, the acts or omissions of Hagerman GM or any party affiliated with Hagerman GM.

d. Non-Discrimination. Hagerman GM, for itself, agrees that during the completion of the Project, Hagerman GM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Hagerman GM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Hagerman GM will state, in all solicitations or advertisements for employees placed by or on behalf of Hagerman GM, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

e. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Hagerman GM 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 Effective Date. Within ten (10) days after the Effective Date, Hagerman GM shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Hagerman GM shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This BOT Agreement shall not take effect until said affidavit is signed by Hagerman GM and delivered to the City’s authorized representative.

f. Control. Hagerman GM is an shall be liable for ensuring that all subcontractors, employed by or contracting with Hagerman GM to complete all or any portion the obligations or responsibilities included in this BOT Agreement, fully comply with the terms included herein.

Section 4.02. By the City.

a. Ancillary Agreements. The City has approved the form and substance of all Ancillary Agreements.

b. Statutory Procedure. The City has completed or shall complete all procedures required by Laws to undertake the obligations contemplated hereunder; and all requisite public bodies shall have approved this BOT Agreement and authorized the performance of the City's obligations hereunder.

c. No Violation. This BOT Agreement and compliance with the terms hereof are not in violation of any applicable Laws.

d. Installment Purchase Obligations. The City Bodies, shall enter into the Installment Purchase Agreement and satisfy in full the Installment Payment Obligations.

e. Authority. The City represents and warrants to Hagerman GM that: (i) it shall not enter into any contracts or undertakings or take any action or fail to take action that would limit, conflict with, or constitute a breach of this BOT Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) subject to the necessary proceedings required by law relating to funding the purchase of the Project, it has the power: (a) to enter into this BOT Agreement; and (b) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (A) to execute and deliver this BOT Agreement; and (c) to perform its obligations hereunder, (v) this BOT Agreement is the legal, valid, and binding obligation of it; and (vi) it has not engaged or dealt with any real estate broker or agent in connection with the Project or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of the City.

f. No Financial Advisor. The City acknowledge that: (i) Hagerman GM: (A) is acting solely for its own account, and not as a municipal advisor, financial advisor, agent, or fiduciary to City; (B) is not acting as a municipal advisor, underwriter, or placement agent in connection with this Agreement; and (C) has not given "advice" within the meaning of Section 15B of the Securities and Exchange Act of 1934; and (ii) it has discussed the representations set forth herein with such legal, accounting, tax, financial, and other advisors as it has deemed to be appropriate.

g. Sales Tax.

(i) Promptly after the execution of this Agreement, City shall deliver to Hagerman GM a copy of Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which City shall represent that the acquisition of the materials to construct the Project is exempt from Indiana sales and use tax.

(ii) Upon any assessment, or threatened assessment, of Indiana sales and/or use tax in connection with the purchase of any materials to construct, install, and/or complete the Project, Hagerman GM promptly shall notify City in writing. From and after receipt of the foregoing notice, City shall provide such cooperation, information, and assistance as Hagerman GM reasonably may request.

(iii) To the extent permitted by the Laws, City shall indemnify and hold harmless Hagerman GM, and the members, directors, officers, and employees of Hagerman GM, from and against any and all claims arising from, or connected with: (A) the charging of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials to construct, install, and/or complete the Project; and/or (B) any interest and penalties assessed by the Indiana Department of Revenue with respect to the non-payment or late payment of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials to construct, install, and/or complete the Project; including, without limitation, reasonable attorneys' fees and court costs; provided, however, the City shall only be liable for attorneys' fees and court costs to the extent the City requests in writing that Hagerman GM defend against the assessment of such sales and/or use fees or interests and penalties resulting therefrom. The obligations of City under this clause shall survive the expiration of the Term or the earlier termination of this Agreement.

ARTICLE V. INSPECTION

Section 5.01. Compliance with Final Documents & Drawings and the Laws. At all times, Hagerman GM shall complete the Project consistent with the Final Documents & Drawings (subject to Section 5.02) and the Laws, and any failure to so complete shall be deemed a violation of and a default under this BOT Agreement.

Section 5.02. Change Orders. If Hagerman GM or the City desires to make any changes to the Final Documents & Drawings, schedule or price, then Hagerman GM, on its behalf or at the direction of the City, shall submit a Change Order Request acceptable to it to the City for review and approval. Within ten (10) days after the City receives the Change Order Request, the City shall deliver to Hagerman GM written notice that it approves or rejects the Change Order Request; provided that: (A) the City shall not withhold its approval unreasonably; and (B) if the City rejects all or any part of the Change Order Request, then such notice shall: (i) specify the part or parts that the City is rejecting; and (ii) include the specific basis for such rejection. If the City approves a Change Order Request, then the City and Hagerman GM shall execute a Change Order. Notwithstanding anything to the contrary set forth herein: (Y) Hagerman GM shall not be required to obtain the approval of the City with respect to a Permitted Change; and (Z) a Change Order with respect to a Permitted Change shall be effective if executed only by Hagerman GM; provided that, with respect to a Permitted Change, Hagerman GM shall submit a copy of the Change Order to the City for its review prior to the execution and implementation thereof. Changes to the Final

Documents & Drawings that are not identified in a Change Order approved by the City, other than Permitted Changes in a Change Order submitted to the City for review in accordance with the foregoing, shall not be deemed a Permitted Change and shall constitute an Event of Default hereunder. Notwithstanding the foregoing, for any Change Order that Hagerman GM reasonably determines will change the Construction Schedule, Hagerman GM shall request in writing a review period shorter than ten (10) days, and the (a) City shall respond within the requested time-frame; and (b) Construction Schedule shall automatically and without further action of the parties be amended to add the number of days necessary to complete the change documented in the Change Order.

Section 5.03. Permits. Hagerman GM acknowledges that any reviews or approvals obtained in connection with the Scoping Services completed pursuant to the Scoping Agreement are in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws for the completion of the Project hereunder, including, without limitation, any permits required as a result of Change Orders. Prior to commencing the Project, Hagerman GM shall obtain Required Permits with respect to the Project that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Hagerman GM in its efforts to obtain the Required Permits. Hagerman GM acknowledges that City Bodies cannot (and do not) guarantee that Hagerman GM will be able to obtain the Required Permits.

Section 5.04. Completion. Hagerman GM shall complete the Project: (A) in a good and workmanlike manner that allows for construction to timely proceed; (B) in accordance with the Final Documents & Drawings (as modified by any Change Orders); and (C) in compliance with the Laws.

Section 5.05. Fee Waiver. The City shall waive or pay all City Fees related to completion of the Project, if applicable.

Section 5.06. Permitted Inspection. At any time during completion of the Project, the City may perform a Permitted Inspection. Within seven (7) business days after a Permitted Inspection, the City may deliver to Hagerman GM a Non-Compliance Notice. If the City timely delivers a Non-Compliance Notice, then Hagerman GM shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects previously have been accepted, or deemed to have been accepted, by the City. Notwithstanding anything to the contrary set forth herein, all items or components of the Project with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to Latent Defects.

Section 5.07. Final Inspection. If Hagerman GM delivers to the City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (a) receipt of such request; or (b) the date specified in such request as the Substantial Completion date; the City shall: (i) conduct the Final Inspection; and (ii) deliver a Non-Compliance Notice (if applicable) to Hagerman GM. Upon receipt of a Non-Compliance Notice, Hagerman GM shall correct or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. All then-completed items or components of the Project with respect to

which no Material Defects or punchlist items are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to any later discovery of Latent Defects. All Material Defects and punchlist items shall be promptly completed; and, upon correction of all Material Defects and completion of punchlist items identified in the Non-Compliance Notice, the applicable work shall be deemed completed (subject to Section 5.09). Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Section 5.07; the City shall have no further inspection rights except to ensure compliance by Hagerman GM with the Required Permits and as permitted by the Laws.

Section 5.08. Failure to Cure. If Hagerman GM fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by City, in each case, within thirty (30) days of the receipt of such notice, then City, in addition to any other right or remedy provided herein, shall be entitled to (a) a credit to the Purchase Price (reflected in the Title Insurer's Settlement Statement), if prior to Closing; or (b) payment, if occurring post-Closing in the amount of Five Hundred and no/100 Dollars (\$500.00) per day from Hagerman GM for each day after the expiration of such 30-day period that any defective items in any (i) Non-Compliance Notice remain incomplete; or (ii) other notice of any Latent Defect remain incomplete; provided that, if such Material Defect or Latent Defect is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for Hagerman GM to remedy such Material Defect or Latent Defect so long as Hagerman GM commences to remedy such Material Defect or Latent Defect within the thirty (30) day period and thereafter continuously and diligently pursues such remedy to completion. Notwithstanding the foregoing, the parties expressly acknowledge and agree that Hagerman GM may petition the City for an alternative resolution (other than that provided in this Section 5.08) for items subject to Cure or for Latent Defects, and the City, exercising commercially reasonable judgment and in its sole discretion, shall determine whether such an alternative resolution is acceptable.

Section 5.09. Cure of Defects. Upon receipt of a Non-Compliance Notice, the City and Hagerman GM shall agree when and how Hagerman GM shall remedy the Material Defect or Latent Defect that is the subject of the Non-Compliance Notice in such manner and at such times as to minimize disruption (to the extent commercially reasonable) to the operation of the Project.

Section 5.10. Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by the City pursuant to this Article V shall be applicable with respect to any Latent Defects. Upon discovery of any Latent Defects by the City, the City shall promptly provide a Non-Compliance Notice thereof to Hagerman GM that shall trigger the cure procedure set forth in Section 5.08. Hagerman GM shall be responsible for all costs incurred in correcting or remedying Latent Defects of which it receives notice within the Latent Defect Period. Hagerman GM shall be released from all liability with respect to Latent Defects of which it receives notice after the expiration of the Latent Defect Period. This Section 5.10 shall survive termination of this BOT Agreement.

Section 5.11. General; Testing. In the case of a Permitted Inspection or the Final Inspection, the parties shall: (a) comply with all Laws of which such party has been informed that have been established for personnel present on the Project Site; and (b) coordinate the inspections so that the

inspections do not interfere with the completion of the Project. The City and Hagerman GM each shall have the right to accompany, and/or have its construction manager accompany, the inspecting party during any Permitted Inspection and/or the Final Inspection. Notwithstanding anything to the contrary set forth herein, to the extent the City, in the exercise of its reasonable discretion, requires any sampling or testing (e.g., concrete testing) as part of a Permitted Inspection and/or Final Inspection: (y) the deadline for the City's issuance of a Non-Compliance Notice shall be deemed extended to five (5) business days following the City's receipt of a complete and final set of such test or sample results; and (z) the applicable dates in the Construction Schedule shall likewise be extended.

Section 5.12. No Waiver of Police Power. The foregoing rights in favor of the City shall be in addition to, and not in lieu of, any rights and remedies the City may have under this BOT Agreement or applicable Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any of the City Bodies under applicable Laws.

Section 5.13. Insurance. For a period of six (6) months from the Closing Date, Hagerman GM shall maintain the policies of insurance described on Exhibit J. Each such policy shall: (A) be written by a company reasonably acceptable to the City; and (B) provide that it shall not be modified or canceled without written notice to the City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Hagerman GM shall name the City as an additional insured. Hagerman GM shall deliver to the City certificates of the insurance policies required by this Section 5.13, executed by the insurance company or the general agency writing such policies. Other required coverages may be specified in the Ancillary Agreements.

ARTICLE VI. CONSTRUCTION LOAN & CLOSING

Section 6.01. Construction Loan. Hagerman GM shall be liable obtaining the Construction Loan, which Construction Loan shall be consistent with the Loan Terms. City shall not be liable for satisfying the terms of the Construction Loan, except that, City shall be liable for the timely payment of all Interest Payments to Hagerman GM, which Interest Payments shall be remitted by Hagerman GM to the Construction Lender within 10 days of payment by the City. Moreover, at the Construction Loan Closing, (a) Hagerman GM shall cause to be paid to the City \$2,878,413.75 for scoping costs previously paid by the City to Hagerman GM, and (b) Hagerman GM shall be reimbursed for the Site Acquisition Costs.

ARTICLE VII. DEFAULT

Section 7.01 Event of Default. It shall be an Event of Default:

A. If any party fails to perform or observe any term or condition of this BOT Agreement to be performed or observed by it: (a) with respect to the obligation to pay money, if such failure is not cured within ten (10) days after the date on which such payment is due; or (b) with respect to any other obligation (except for those items addressed in subsections (B) and (C) below), if such failure is not cured within the Cure Period;

B. Hagerman GM (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this BOT Agreement or Hagerman GM's contractual relationship with the City); or (ii) it becomes generally known that Hagerman GM 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

C. Hagerman GM fails to maintain the requisite professional licenses and approvals to cause the completion of the Project.

Section 7.02 General Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity as are necessary or appropriate to: (i) collect any payments due under this BOT Agreement; (ii) protect the rights granted to the non-defaulting party under this BOT Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this BOT Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this BOT Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this BOT Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses together with interest at the rate of 8% per annum. Notwithstanding anything to the contrary set forth herein, an Event of Default described in Sections 7.01(B) or (C), shall subject this BOT Agreement to immediate termination in the sole discretion of City, a Cure Period shall not apply, and the City shall be solely and exclusively liable for paying for work performed hereunder prior to any such Event of Default.

Section 7.03 No Exclusive Remedy; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this BOT Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party in exercising any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this BOT Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such party or otherwise. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this BOT Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this BOT Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

ARTICLE VIII. DELAY

As a material inducement for and in consideration of the City's obligations herein, Hagerman GM has affirmed and hereby guarantees that it can reach Substantial Completion on the Project no later than the date included for Substantial Completion in the Construction Schedule (the "Final Date"), subject to Force Majeure or Owner-caused delays. Subject to Force Majeure or Owner-caused delays, if the Project has not reached Substantial Completion within thirty (30) days of the Final Date then City, at Closing, shall receive a credit in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per day for each day after the Final Date that the Project has not reached Substantial Completion. Moreover, Hagerman GM acknowledges that the City will suffer damages if Hagerman GM fails to timely achieve the Substantial Completion of the Project as set forth in this Section 8.02. Further, Hagerman GM acknowledges that the City's damages in the event of such delay or delays will be difficult, if not impossible, to definitely ascertain and quantify. Therefore, Hagerman GM agrees that the Two Hundred Fifty and 00/100 Dollars (\$250.00) per day credit is liquidated damages and not a penalty and further waives and relinquishes any claim that the liquidated damages as herein provided are a penalty. For the avoidance of doubt, this Section 8.02 shall not be subject to the right to Cure.

ARTICLE IX. INDEMNIFICATION & ASSIGNMENT

Section 9.01. By Hagerman GM. Hagerman GM shall indemnify and hold harmless City Bodies from and against any and all Claims arising from or connected with: (A) breaches by Hagerman GM under contracts to which Hagerman GM is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Hagerman GM or any party acting by, under, through, or on behalf of Hagerman GM; (B) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Hagerman GM or any party acting by, under, through, or on behalf of Hagerman GM; (C) the negligence or willful misconduct of Hagerman GM or any party acting by, under, through, or on behalf of Hagerman GM; (D) Hagerman GM suffering or causing the filing of any mechanic's or materialmen's lien against the Project Site, the Project or any adjacent property owned by City Bodies not caused by a failure of the City to timely pay the Purchase Price; or (D) the breach by Hagerman GM of any term or condition of this BOT Agreement or any Ancillary Agreement. Notwithstanding the foregoing, each City Body and any party acting by, under, through, or on behalf of such City Body shall be financially responsible for its own gross negligence or willful misconduct and in no event shall Hagerman GM indemnify City Bodies for any Claim arising in connection therewith. Notwithstanding anything to the contrary set forth herein, Hagerman GM's obligations under this Section 9.01 shall survive the termination of this BOT Agreement.

Section 9.02. Assignment. No party hereto shall assign this BOT Agreement without the prior written approval of the other party; provided that: (A) without the prior written approval of Hagerman GM, the City may assign this BOT Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (B) without the prior written approval of the City, Hagerman GM may assign this BOT Agreement to any entity in which Hagerman GM maintains a controlling interest. Notwithstanding any assignment

permitted under this Section 9.02, the City or Hagerman GM, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this BOT Agreement, and the approval by the other party of any assignment shall not release the City or Hagerman GM, as the case may be, from such performance; provided that, if the City assigns this BOT Agreement to another agency or instrumentality of the City that: (Y) has full power and authority to accept an assignment of this BOT Agreement and carry out the respective obligations hereunder; and (Z) expressly assumes all such obligations in writing; then the City shall be released from liability under this BOT Agreement for all obligations to be performed after the date of such assignment and assumption.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notice. Any notice required or permitted to be given by any party to this BOT Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to the City at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with copies to: Lindsey Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to Hagerman GM Construction, LLC at 10315 Allisonville Road, Fishers, Indiana 46038, Attn: Jeff Hagerman with copies to: GM Development Companies LLC (via email) at greg@gm-development.com. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

Section 10.02. Authority. Each undersigned person executing this BOT Agreement on behalf of the City and Hagerman GM represents and certifies that: (A) he or she has been empowered and authorized by all necessary action of the City and Hagerman GM, respectively, to execute and deliver this BOT Agreement; (B) he or she has full capacity, power, and authority to enter into and carry out this BOT Agreement; and (C) the execution, delivery, and performance of this BOT Agreement duly have been authorized by the City and Hagerman GM, respectively.

Section 10.03. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this BOT Agreement as a result of Force Majeure, then: (A) the party asserting Force Majeure shall deliver written notice thereof to the other party as soon as reasonably practical; (B) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (C) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

Section 10.04. Merger. All prior agreements, understandings, and commitments between the parties regarding the Project are hereby superseded, terminated, and merged herein, and shall be of no further force or effect; provided, however, the parties acknowledge and agree that the Scoping Agreement shall remain in full force and effect and shall terminate pursuant to its terms.

Section 10.05. Termination/Costs. In the event of the termination of this BOT Agreement by City on or before Closing, (a) City shall compensate Hagerman GM in an amount equal to funds disbursed to Hagerman pursuant to the Construction Loan which amount shall be promptly remitted to the Construction Lender, and (b) Hagerman GM shall transfer and convey the Project Site together with the portions of the Project (as constructed at that time) to the City pursuant to the Deed. The City and shall have no further liability to Hagerman GM, except for claims timely and properly made in accordance herewith and unresolved at the time of compensation as set forth hereunder.

Section 10.06 Negotiation. Except as otherwise provided herein, each party shall bear its own costs in connection with negotiation and performance of this BOT Agreement.

Section 10.07. Miscellaneous. Subject to Section 9.02, this BOT Agreement shall inure to the benefit of, and be binding upon, the City and Hagerman GM, and their respective successors and assigns. This BOT Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same instrument. This BOT Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this BOT 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. Hagerman GM waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Hagerman GM may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This BOT Agreement may be modified only by a written agreement signed by the City and Hagerman GM. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this BOT Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this BOT Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this BOT Agreement. If any provision of this BOT 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 BOT 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 BOT 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 BOT Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this BOT Agreement or the scope or content of any of its provisions. Nothing contained in this BOT Agreement shall be construed to create a partnership or joint venture between Hagerman GM and the City or their successors in interest. The parties acknowledge and agree that Hagerman GM is an independent contractor and is not a principal, agent, officer shareholder or employee of the City. 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.

Section 10.07. Exhibits. The following exhibits are attached hereto and incorporated herein as if fully set forth:

Exhibit A:	Clarifications & Exclusions
Exhibit B:	Construction Drawings
Exhibit C:	Construction Loan/Terms
Exhibit D:	Construction Schedule
Exhibit E:	Disbursement Request
Exhibit F:	Executive Summary
Exhibit G:	Installment Purchase Agreement
Exhibit H:	Interest Payments
Exhibit I:	Project Site
Exhibit J:	Insurance

IN WITNESS WHEREOF, The City And Hagerman GM Have Executed This Public-Private Agreement For The Design, Build And Transfer Of The City's Recreation Center as of the day and year first written above.

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“HAGERMAN GM”

Hagerman GM Construction, LLC

By: _____
Jeffrey M. Hagerman, Manager

Exhibit A
Clarifications & Exclusions

Exhibit B
Construction Drawings
[separately provided]

Exhibit C
Construction Loan/Terms

- All proceeds deposited into a money-market, project account with Raymond James with all interest earned belonging to the City and (transferred to the City, used to pay interest on the project, etc._
- Hagerman authorized to draw on the principal amount of the loan, only.
- Fully funded at the Construction Loan Closing.

Exhibit D
Construction Schedule
[separately provided]

Exhibit E
Disbursement Request

DISBURSEMENT REQUEST

Disbursement No.: _____

Date: _____

Disbursement Amount: \$ _____

Hagerman GM Rec. Center, LLC (“Hagerman GM”), pursuant to a Public-Private Agreement For The Design, Build, Finance And Transfer of The City Of Fishers’ Recreation Center (the “BOT”), dated January __, 2024, between Hagerman GM and the City of Fishers, Indiana (the “City”), hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with, where applicable, the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

This Disbursement Request shall also constitute representations to the City that, to the best of Hagerman GM’s knowledge, information, and belief based on adequate on-site inspections to check the quality or quantity of the work, the work has progressed to the point indicated and the quality of the work is in accordance with the BOT, subject to: (A) results of subsequent tests and inspections; (B) minor deviations correctable prior to completion; and (C) specific reasonable qualifications set forth in the certification. The issuance of an application for payment also shall constitute a representation that the recap of the expenses summarized in Schedule I attached hereto accurately reflects such expenses and that the entities associated with such expenses are entitled to payment in the amount certified, or that Hagerman GM has already paid such entities and is entitled to reimbursement in the amount certified.

By:

Printed:

Title:

Schedule I

[Narrative summary of expenses included in Disbursement Request]

Vendor

Amount

Exhibit F
Executive Summary

Exhibit G
Installment Purchase Agreement

- Interest Rate: _____
- Term: _____
- _____ Payments in _____ installments equal to debt service on the Permanent Financing
- Gross Lease with the City body liable for all expenses of the event center, including without limitation, taxes, assessments, utilities, insurance and all other costs and expenses.
- No Prepayment Penalty
- Fixed Rate
- Security: Mortgage on Project and Project Site until paid in full

Exhibit I
Project Site

Exhibit J Insurance

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Hagerman GM shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers as an Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows: (i) \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); (ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and (iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.
5.	Umbrella Liability: \$5,000,000.00.
6.	Professional Liability: If the Contract is the subject of any professional services or design work, Developer will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.